

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION
4050 Esplanade Way
Tallahassee, Florida 32399-0950
(850) 488-8641
CHARGE AGAINST EMPLOYER

Do Not Write In This Box

CASE NUMBER

CA-

DATE FILED

INSTRUCTIONS:

Submit an original and one (1) copy of this charge to the Public Employees Relations Commission along with proof of simultaneous service upon the other parties. (NOTE: The charge must be accompanied by sworn statement(s), and where applicable, documentary evidence in support of the allegations of the charge. Such supporting evidence and documentary evidence is NOT to be attached to the charge and need not be served upon the other parties.)

The Charging Party alleges that the public employer or its agents named below have engaged in (an) unfair labor practice(s). Charging Party requests the Public Employees Relations Commission to process this charge under its proper authority.

1. **NAME OF CHARGING PARTY:** Taylor Education Association

Phone No. (850) 942-0671 Facsimile (Fax) No. (850) 942-0673

Address: 2655 Capital Circle, NE, Suite 7
Tallahassee, Florida 32308

2. **CHARGING PARTY REPRESENTATIVE:** Anthony D. Demma

Title: Attorney

Phone No. (850) 878-5212 Facsimile (Fax) No. (850) 656-6750

Address: Post Office Box 1547
Tallahassee, Florida 32302-1547

3. **NAME OF EMPLOYER:** School District of Taylor County, Florida

Address: 318 Clark Street
Perry, Florida 32347

4. **EMPLOYER REPRESENTATIVE:** Paul Dyal

Title: Superintendent

Phone No. (850) 838-2501 Facsimile (Fax) No. (850) 838-2501

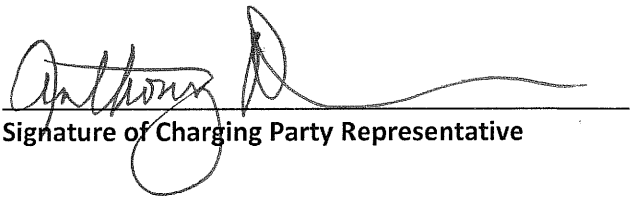
Address: 318 Clark Street
Perry, Florida 32347

5. The above-named employer or its agents have engaged in (an) unfair labor practice(s) within the meaning of Section 447.501(1)(a) and (c), Florida Statutes.

6. BASIS OF CHARGE: (Specify facts, names, places, dates, etc. If more space is needed, attach additional pages.)

PLEASE SEE ATTACHMENT

I have read the charge. The statements contained therein are supported by the sworn affidavits and other evidence submitted with the charge. A copy of this fully executed form has been mailed or delivered to the representative(s) of the employer and any other party.


Signature of Charging Party Representative

FALSE STATEMENTS MAY RESULT IN FINE AND IMPRISONMENT
PURSUANT TO CHAPTER 837, FLORIDA STATUTES

ATTACHMENT

1. The Taylor Education Association (hereinafter the “TEA”) is the certified bargaining agent for the instructional employees of the School Board of Taylor County, Florida. The TEA is presently registered with the Public Employees Relations Commission (hereinafter “PERC”) as an employee organization pursuant to PERC’s September 3, 2008 Order in Case Number OR-86-099.
2. Paul T. Burdette, Sr. (hereinafter “Mr. Burdette”) has served as the TEA’s Chief Negotiator in collective bargaining negotiations between the TEA and the Taylor County School District (hereinafter “the District”) for the past 7 1/2 years.
3. The District and the TEA are parties to a collective bargaining agreement (hereinafter “the Contract”). The currently-operative Contract includes a provision allowing for yearly re-opener negotiations about the compensation article and up to two other articles per party.
4. The District has recently experienced financial difficulties that prompted the TEA to agree at the beginning of the 2008-2009 school year to temporarily defer the Contract’s scheduled pay step increases for that school year. The parties did so with the hope that the October student FTE count would rise and generate additional funds that could be used to pay the deferred 2008-2009 step increases.
5. Upon learning in October of 2008 that additional FTE funds were not forthcoming, the District re-opened the Contract’s Professional Compensation article (Article XXI). The TEA sought changes to the language of other articles during the re-opener negotiations that followed.
6. The Professional Compensation article and other re-opener items continued to be discussed without resolution through the end of 2008.
7. On January 22, 2009, Superintendent Paul Dyal (hereinafter “the Superintendent”) called a meeting with his administrators and the presidents of the district’s two bargaining units (Barbara Bratcher of the TEA and Darlene Hoover of the Taylor County Non-Instructional Association – hereinafter “TCNA”). This meeting was not a re-opener negotiation session, and Mr. Burdette did not attend as he had not been notified. At this meeting, the Superintendent proposed a five day furlough for all employees as a way to ease the District’s financial problems.
8. On February 3, 2009, the Superintendent met with Darlene Hoover, Mr. Burdette, and George Bowen, the Service Unit Director and Chief Negotiator for TCNA, ostensibly to discuss the proposed five day furlough. At this meeting, the furlough proposal evolved into a request by the District that each employee take five days off without pay in increments to occur between February and June, 2009.
9. On February 4, 2009, the parties held a scheduled re-opener negotiation session. During this meeting, the District first announced its plan for a 5% pay cut for all TEA unit employees. The TEA’s bargaining team did not accept the 5% pay cut proposal at this meeting. The parties did reach agreements on some other re-opener issues.
10. On February 17, 2009, Mr. Burdette informed Board counsel/District Chief Negotiator Angela Ball, Esquire that the TEA would declare impasse on the 5% pay cut proposal, among other disputed Contract language

issues, and would seek the appointment of a Special Magistrate. On February 18, 2009, Mr. Burdette submitted the TEA's impasse letter to PERC and copied the Superintendent and Ms. Ball.

11. On March 3, 2009, the parties' Chief Negotiators signed off on article language that had been agreed upon, and officially set forth the specific issues that would go to impasse. Additionally, the parties agreed that Richard Deem would serve as the Special Magistrate concerning these impasse issues.
12. On March 12, 2009, the Superintendent sent an email to all District employees announcing that the 5% pay cuts for the months of February through June, 2009 would be imposed effective March 13, 2009, the date checks were to go out for the month of February.
13. In response to this unilateral action concerning the wages of all TEA unit members, Mr. Burdette provided a Cease and Desist Order letter to the Superintendent, each Board member, and Ms. Ball. Mr. Burdette and the TEA received no response to this letter.
14. To date, the District has implemented the 5% monthly pay cuts in March and April (for days worked in February and March, respectively), during the progression of impasse procedures through an April 15, 2009 Special Magistrate hearing and subsequent post-hearing argument filings by the parties.
15. The Superintendent's March 12, 2009 email announcement of his plans to unilaterally reduce all TEA unit members' wages constitutes a failure to bargain in good faith and unlawful direct dealing in violation of Sections 447.501 (1)(a) and (c), Florida Statutes, 2008.
16. The District's reduction of wages as described above constitutes a unilateral change in the contractual wages of all TEA bargaining unit members in violation of Sections 447.501 (1)(a), and (c), Florida Statutes, 2008.
17. The District knew or should have known that the actions described above constituted unfair labor practices. Therefore the Charging Party is entitled to, and hereby demands, an award of attorney's fees and costs should it prevail in this matter.