

TENTATIVE AGREEMENT

2006

AMENDMENT

TO THE

2003-2006 LABOR CONTRACT

BETWEEN

PALM BEACH COUNTY SCHOOL DISTRICT

AND THE

ASSOCIATION OF EDUCATIONAL SECRETARIES
AND OFFICE PROFESSIONALS



ASSOCIATION OF EDUCATIONAL
SECRETARIES AND OFFICE PROFESSIONALS

SCHOOL DISTRICT OF PALM BEACH
COUNTY

Peggy McKeefry, President

James Hayes, Jr., Chief Negotiator

Natalie Engel, Negotiator

Van V. Ludy, Co-Chief Negotiator



BARGAINING TEAM

James Hayes, Jr., Chief Negotiator

Van V. Ludy, Co-Chief Negotiator

Mike Burke, Director, Budget Services

**Ernie Camerino, Assistant Director, Compensation &
Employee Information Services**

Henry Floyd, Principal Lake Shore Middle School

Dorothy McKinon, Principal, Gold Coast School of Choice

Learna Ramsey, Specialist, Labor Relations

Mike Riley, Principal, South Grade Elementary School



BARGAINING TEAM

Peggy McKeefry, President

Natalie Engel, Negotiator

Angela Barnes, Accounting Department

Jody Johansen, Secretary, Exceptional Student Education

Judy Lerro, Secretary Research and Evaluation Department

Jean Ruzycki, School Secretary, S.D. Spady Elementary School



February 23, 2006

ARTICLE I

SECTION A - DEFINITIONS

11. Collective Bargaining – The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable time, to negotiate in good faith, and to execute a written contract with respect to agreements reached that pertain to wages, hours of work, and terms and conditions of employment.
12. Bargaining Agent – The unit recognized by the public employer and certified by PERC as that designated or selected by a majority of public employees as their representative for purposes of collective bargaining.



February 23, 2006

ARTICLE I

SECTION B – RECOGNITION

3. Any position created or any change in title of any position, shall not result in such position being excluded from the AESOP unit, except in the instance such position is designated by the School Board or the Superintendent of Schools to be managerial or confidential within the meaning of (PERA). The bargaining unit will be notified whenever a position is designated confidential.



February 23, 2006

ARTICLE 3 – EMPLOYEE RIGHTS & RESPONSIBILITIES

Section A – Work Year And Working Hours

1. Workweek

The basic workweek shall consist of forty (40) hours unless otherwise specified by the District. Where practical, to accomplish the mission of the District, the workweek should be scheduled in five (5) or fewer consecutive workdays. During the normal workday, hours shall be scheduled consecutively. The District shall establish the basic workday, workweek, work year and the hours of work best suited to meet the needs of the Department and to provide superior service to the District. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours per day or days per week to be worked.

The parties agree to establish a joint committee to study and make review contract provisions pertaining to recommendations to the Association President and to the Superintendent concerning establishing the number of hours in a workday, the number of days in a workweek, the number of days/weeks in a the contract work year and the assignment of duties not directly related to the job description. The joint committee will recommend changes to applicable sections of the contract and will be established within twenty (20) days of the ratification and adoption of this agreement. Each party may appoint five (5) members to the joint committee. Subject to future bargaining between the parties, the committee's report will be used as a basis to establish working hours, work days, the work year and the assignment or non-assignment of duties, not directly related to the job description except as may be mutually agreed to by the parties. A report and recommendations will be submitted to the Superintendent of Schools and Association President on or before August 1, 2006. The recommendations may also serve as the basis of future negotiations.

When an employee is removed from his/her job duties and assigned temporary duties in a higher classification for fifteen (15) consecutive work days, the employee shall receive a five percent (5%) increase or the new minimum of the higher classification, whichever is greater. The increase will be retroactive to the first day of the assignment in the higher classification. All reassignments in this provision shall be done by the Principal or Department Head. In no instance, however, will a paraprofessional I be eligible for substitute teacher or permanent substitute pay.

Paragraphs 2, 3, and 4 of this Section remain unchanged.



February 23, 2006

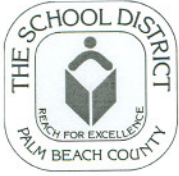
ARTICLE 3 – EMPLOYEES RIGHTS AND RESPONSIBILITIES

SECTION B- PERSONNEL PROCEDURES

All provisions remain unchanged except as follows:

1. Transfers/Involuntary Transfers/Temporary Transfers

Employee wishing to transfer must apply to the School or Department. Application is made by submitting a letter of application and resume. **In the future, this submission may be required to be sent via the web.** Employees desiring to transfer must possess the qualifications stated in Board approved job descriptions. **An employee whose transfer request is approved by the School/Department having the vacancy will be released from his/her current assignment as soon as practical, but not later than twenty (20) workdays from the date his/her transfer was approved by that School/Department.**



February 27, 2006

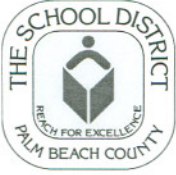
ARTICLE 3 – EMPLOYEES RIGHTS AND RESPONSIBILITIES

SECTION B- PERSONNEL PROCEDURES

All provisions remain unchanged except as follows:

3. Vacancies

- ~~(a) All openings shall be listed as a job opening with Personnel Services.~~
- ~~(b) Any Job Opening will be posted prior to filling the position. The vacancy will be posted in the publication *FOCUS ON EDUCATION* and on the Employment Hotline unless changed by the district to some other form of advertising or posting.~~
- ~~(c) Current employees possessing the necessary qualifications shall be given equal consideration from among qualified applicants for such vacancies or promotions whenever possible.~~
- (a) All AESOP bargaining unit vacancies and promotional vacancies in a Department or School will be posted internally in that Department or School to provide current AESOP bargaining unit employees assigned to that Department or to that School the opportunity to apply for and be considered to fill the posted vacancy.**
- (b) In the event a posted vacancy is not filled as provided in (a) above, the vacancy will be posted on the web with the notation that only District employees are being considered to fill the vacancy at this time. This will provide the opportunity for all AESOP bargaining unit employees in the District to apply for and be considered to fill the posted vacancy.**
- (c) In the event the posted vacancy is not filled from within the Department, School or District as provided in (a) and (b) above, the vacancy will again be posted on the web except it will not indicate that only current employees are being considered at this time. After following provisions of (a) and (b) above, the District may consider applicants who are not current employees to fill the posted vacancy.**



February 23, 2006

ARTICLE 3 – EMPLOYEES RIGHTS AND RESPONSIBILITIES

SECTION B- PERSONNEL PROCEDURES

6. Job Descriptions and Assignments

(g) The parties agree to establish a joint committee to review district job classification policies and practices. The committee will also address pay comparability issues. A report and recommendations will be submitted to the Superintendent of Schools and Association President on or before August 1, 2006.



February 23, 2006

ARTICLE 3 – EMPLOYEES RIGHTS AND RESPONSIBILITIES

SECTION B- PERSONNEL PROCEDURES

New provision:

13. Excessing

When a School or Department must reduce the number of employees at that School or Department due to declining student enrollment, budgetary restrictions, reorganization or other reasons as determined by the District, the following provisions will apply:

- (a) Employees will be excessed by seniority based on the employee's length of continuous employment with the District, including approved leaves of absence, and not based on the length of time the employee has been in a particular position.
- (b) Excessing will be by job code with the least senior employee being excessed unless a more senior employee in that same job code at that work location volunteers to be excessed. In such cases, the volunteering employee will be excessed and the less senior employee in that job code will not be excessed.
- (c) The only exception to this provision is when a less senior employee has received specialized training such as in ESE, Pre-K, etc. and if the more senior employee within that job code at the School or Department declines to be trained in that area. In these cases, the more senior employee who declines to be trained will be excessed and the less senior trained employee will not be excessed.
- (d) Employees to be excessed will be notified in writing in a timely manner and are encouraged to seek transfers to Schools or Departments that have posted vacancies.
- (e) For those excessed employees who are unable to secure another position through the transfer process, the District will list all unplaced excessed employees according to their seniority and starting with the most senior, place those employees in positions for which they are qualified.
- (f) An excessed employee so placed may decline a placement two (2) times. If he/she declines a placement once, that employee remains at the top of the list and must be offered another position; however if that employee declines a position a second time, his/her name will go to the bottom of the seniority list and he/she will no longer have the right to decline a placement and will be placed by the District after all other employees above that employee's name on the seniority list have been placed.



February 23, 2006

ARTICLE 3 – EMPLOYEES RIGHTS AND RESPONSIBILITIES

SECTION B- PERSONNEL PROCEDURES

New provision:

16. Probationary Employees

New provision:

(f) Step 0 shall be the entry pay rate for all newly hired probationary employees.



February 23, 2006

ARTICLE 6 - COMPENSATION AND BENEFITS

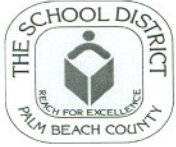
SECTION A - PAY SCHEDULE

1. (a) Effective July 1, 2003, and thereafter no bargaining unit employee shall be granted a step increase on the salary schedule unless a step increase is specifically negotiated and agreed to between the parties.
- (b) ~~Effective January 1, 2004, a 4% across the Board increase will be applied to the current salary schedule. The January 1, 2004 salary schedule is attached as Appendix A.~~
- (c) ~~Effective January 1, 2005, a 4% across the board increase will be applied to the January 1, 2004 salary schedule. The January 1, 2005 salary schedule is attached as Appendix B. The salary schedules contained in Appendix B will range from Levels 5 through 14. Notwithstanding the Preamble provisions of the parties 2003-2006 Collective Bargaining Agreement, the parties agree that this salary schedule is not subject to change until January 1, 2006 and that any future salary agreements will be effective January 1, of any given year unless an alternative date is mutually agreed to by the parties.~~
- (b) Effective January 1, 2006, the FY06 Performance Based Salary Schedules shall be improved across the board by .5% and eligible employees as defined in (c) and (d) below shall be granted a FY06 salary increase as follows:**
- (c) Eligible employees whose District service is less than six (6) years shall be granted a one (1) step increase, effective January 1, 2006.**
- (d) Eligible employees whose District service is six (6) years or greater shall be granted a two (2) step salary increase, effective January 1, 2006.**
- (c) ~~Effective January 1, 2005, a 4% across the board increase will be applied to the January 1, 2004 salary schedule. The January 1, 2005 salary schedule is attached as Appendix B. The salary schedules contained in Appendix B will range from Levels 5 through 14. Notwithstanding the Preamble provisions of the parties 2003-2006 Collective Bargaining Agreement, the parties agree that this salary schedule is not subject to change until January 1, 2006 and that any future salary agreements will be effective January 1, of any given year unless an alternative date is mutually agreed to by the parties.~~
- (e) Only bargaining unit employees who are employees at the time of Board action are entitled to any retroactive pay increase. Only those employees whose evaluations with the District are rated as being overall satisfactory the previous school year will receive this salary increase.

(f) Any bargaining unit members at the maximum step of the Pay Plan will have their salaries frozen and red-lined after the **across the board** increase is applied as provided in paragraph (e**b**) above. Accordingly, no bargaining unit employee at step 25 is eligible for a step increase based on an overall satisfactory annual evaluation the previous year or any increase in pay that will place them outside the new salary schedule **except as provided in (c) or (d) above when those employees with six or more years of service with the District who were at step 24 or 25 will be granted an increase of two (2) steps even if this takes their salaries off the salary schedule. This exception also applies to those employees with less than six (6) years of District service who were at step 25 who will be granted an increase of one (1) step if this takes their salaries off the salary schedule. This exception is for the period January 1, 2006 through December 31, 2006 and is not a continuing provision. Unless otherwise agreed to by the parties, those employees being paid off the Salary Schedule during the period January 1, 2006 through December 31, 2006 will not be granted further salary increases until any future negotiated Salary Schedule maximums at step 25 exceeds their off the schedule salaries.**

Paragraphs 2, 3, 4, 5, 6 and 7 of this Section remain unchanged.

8. The parties agree to establish a joint committee comprised of three (3) representatives of the Association and three (3) representatives of the District to study and make recommendations concerning the desirability and feasibility of establishing a Performance Pay Program for Association represented employees and to separately study and make recommendations concerning the desirability and feasibility of providing reimbursement to an employee who is asked to drive his/her personal vehicle on school business and that vehicle is vandalized and/or personal property of the employee is stolen from the vehicle while on school business. The reports of the joint committee will be reviewed and considered by the bargaining teams during negotiations for a successor Agreement to the 2003-2006 Agreement.



February 23, 2006

ARTICLE 6 – COMPENSATION AND BENEFITS

SECTION C- EDUCATIONAL INCENTIVE AWARDS

All provisions remain unchanged except as follows:

Just before “Level IV – Professional” add the following:

Note: The parties agree to temporarily reduce by half the number of in-service points that must be earned in order to attain the Level I, Level II and the Level III Educational Incentive Awards listed above until such time the District determines it has the training capacity to provide the full number of in-service points in the future to AESOP represented employees who wish to earn these points. When this is determined, the District will inform the AESOP President and the full number of in-service point required will be reinstated at that time. Until that time, the number of in-service points required for Level I A is temporarily reduced to 30; Level I B is temporarily reduced to 37; Level II is temporarily reduced to 60 and Level III is temporarily reduced to 60. These temporary reduction in the number of in-service points is effective for the 2005-2006 school year for awards to be paid in November of 2006.

Level IV - Professional

- Secretarial-clerical employees who have earned the designation “Certified Professional Secretary” (CPS) will be paid an annual educational incentive award of \$5600 **effective for the 2005-2006 school year with the initial payment to be made in November of 2006.**
- Secretarial-clerical employees who have earned an Associate Degree in a job-related area from an accredited college or university **or whose earned Associate Degree is directly related to the employee’s primary job assignment or a career field available to District employee’s** will be paid an annual educational incentive award of \$1,000.
- Secretarial-clerical employees who have earned a Bachelors Degree in a job-related area from an accredited college or university **or whose earned Associate Degree is directly related to the employee’s primary job assignment or a career field available to District employee’s** will be paid an annual educational incentive award of \$1,500.