## **TENTATIVE AGREEMENT**

**Between The** 

## PALM BEACH COUNTY SCHOOL DISTRICT

and the

## NATIONAL CONFERENCE OF FIREMEN AND OILERS

**LOCAL 1227** 

SUPERVISORY



**Effective** July 1, 2005 – June 30, 2008

SCHOOL DISTRICT OF PALM BEACH COUNTY

James Hayes, Jr., Chief Negotiator

Van V. Ludy, Co-Chief Negotiator

# School Board of Palm Beach County, Florida



Monroe Benaim, M.D. District 1

Paulette Burdick District 2

William Graham, Vice Chairman
District 3

Thomas E. Lynch, Chairman District 4

Mark Hansen District 5

Sandra Richmond, Ed. D. District 6

Debra L. Robinson, M.D. District 7

Arthur C. Johnson, Ph.D. Superintendent of Schools

### **BARGAINING TEAM**

James Hayes, Jr., Chief Negotiator
Van V. Ludy, Co-Chief Negotiator

Mike Burke, Director, Budget

Vincent Caracciolo, Manager, Personnel Compliance, Maintenance & Plant Operations

Denise Cargill, Specialist, School Food Service

Yevola Falana, Assistant Director, Transportation Operations

Learna Ramsey, Specialist, Labor Relations

### **BARGAINING TEAM**

Sharon Munley, President

Carolyn Killings, Business Manager

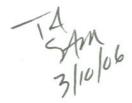
Frank Sosa, Business Agent

Charles Bailey, Chief Steward- Maintenance & Plant Operations

Cheryle Davis Darrell, Associate, Child Dev. II, Royal Palm School

Craig Singletary, Task Leader, Work Response Task, Maintenance & Plant
Operations





March 1, 2006

## DISTRICT COUNTER-PROPOSAL TO NCF&O ITEM # 1 ARTICLE I – PREAMBLE

This comprehensive agreement is entered in County, Florida, and the National Conferen 1227, (Supervisory Unit) and was ratified by Oilers on the day of 2006, and on the day of 2006.	ce of Firemen & Oilers, AFL-CIO, Local
day of July 2005 and shall continue in effect parties agree that this Agreement incorpora between the parties entered into prior to the parties agree in writing otherwise. During to reopen this Agreement for further negotiation may reopen Section 1 of Article 9 and each	tes by reference all written understandings effective date of this Agreement unless the the term of this Agreement, either party may ons as follows: In May of 2006, either party party may reopen up to two (2) additional reopen Section 1 of Article 9 and each party
successor Agreement prior to the expiration that nothing herein prohibits the Union from the additional cost of health benefit premium	rgaining with other employee organizations
FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA:	FOR THE NATIONAL CONFERENCE OF FIREMEN & OILERS, Local 1227:
James Hayes, Jr. Chief Negotiator	Sharon Munley President

Page 2.

Van V. Ludy Co-Chief Negotiator

Arthur C. Johnson, Ph.D. Superintendent

Thomas Lynch School Board Chairperson



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Supervisory Unit

JAM 106

March 1, 2006

#### ARTICLE 9 - SALARY/BENEFITS

Replace current language with the following in Section 1:

#### Section 1 - Wages

The parties agree that effective January 1, 2006, the Board will grant a 4% across the board increase to the current salary schedule. The January 1, 2006 salary increase is attached as Appendix A. Only bargaining unit members who are employees of the District on the date of Board approval of this Agreement are entitled to any retro-active pay increase. The parties agree that this salary schedule is not subject to further modification or change until January 1, 2007 and further agree that future modifications or changes to the salary schedule will be effective on January 1, of any given year unless otherwise agreed to by the parties.

The parties further agree that awarding step increases on any salary schedule is subject to negotiations and requires an agreement between the parties to provide such step increases. In the event the parties agree to award step increases for bargaining unit members in the future, only employees whose most recent annual evaluations with the District are rated as being overall satisfactory, will be eligible to receive a step increase.

(Article 9, Sections 2, 3, 4, 5, 6 and 7 remain unchanged from the current contract.)



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March 1, 2006

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Supervisory Unit

#### ARTICLE 9 - SALARY/BENEFITS

Add new Section as follows:

#### SECTION 8 – Certain Maintenance & Plant Operation Employees

The parties agree there is a need to address the salary levels of certain positions assigned to the Maintenance & Plant Operations Department, especially as it relates to the responsibilities and the requirements of these positions as well as the relative difficulty the District faces in being able to attract and retain qualified employees in these positions. Therefore, the parties agree to conduct a compensation study including School Districts and large municipalities in South Florida that have positions that are comparable to identified positions in the Maintenance & Plant Operations Department. The parties agree to complete this compensation study by June 30, 2006. As soon as this study is completed, the parties shall meet in reopened negotiations limited to the subject of changing the salary levels on which these identified positions are currently being paid.

In the meantime, employees in identified M&PO positions will be granted the same increase in wages as other employees in the Union's bargaining unit effective January 1, 2006.

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March 10, 2006

Supervisory Unit

Article 11 Amend as follows:

Section 4. Standby Duty

- 1. An employee assigned to the Maintenance & Plant Operations Department who is designated by the Superistendent that Department as a standby employee, but who is not required to remain on the employer's premises shall be provided with a District pager or a District cellular phone for no less than one pay the period of time the employee continues to be assigned to standby duty and shall receive a supplement of 10% of the employee's regular daily rate of pay for days assigned to standby duty. Employees assigned to standby duty are required to be available at all times while assigned. In the event the employee is contacted to report to a District facility after his/her regular work hours or on a weekend and the employee responds in a timely manner, the employee will be paid at his/her regular hourly rate the greater of two (2) hours of work or the actual number of additional hours required to respond to the pages or calls received that day.
- 2. If the employee is contacted after his/her regular work hours on a day other than a weekend (at any time other than on a Saturday or a Sunday) and the employee is able to correct a problem occurring at a District site via computer and the web without the need to actually report to that site, the employee will affect those corrections via a computer and web and will be paid for a total of two (2) hours per day at his/her regular hourly rate for the total number of computer corrections he/she is required to make that day after his/her regular work hours unless the employee can show that it actually took longer than two (2) hours to make all such computer/web corrections after his/her regular work hours that day. In such cases, the employee will be paid for all hours worked in correcting the problems via computer/web that day. Should these additional hours result in the employee having more than forty (40) work hours that work week as provided in Section 2 above, any hours in excess of forty (40) hours will be naid as overtime.
- 3. If the employee is contacted on a weekend (at any time on a Saturday or a Sunday) and the employee is able to correct a problem occurring at a District site via computer and the web without the need to actually report to that site, the employee will affect those corrections via computer and web and will be paid for a total of three (3) hours per weekend day at his/her regular hourly rate for the total number of computer corrections he/she is required to make



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LABOR RELATIO

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that weekend day unless the employee can show that it actually took longer than three (3) hours to make all such computer/web corrections that weekend day. In such cases, the employee will be paid for all hours worked in correcting the problems via computer/web that weekend day. Should these additional hours result in the employee having more than forty (40) work hours that work week as provided in Section 2 above, any hours in excess of forty (40) hours will be paid as overtime.

- 4. If the employee cannot be reached after his/her regular work schedule and the employee was not relieved from standby duty by his/her immediate supervisor, the supplement will be prorated and the employee may be subject to disciplinary action. In addition, the employee may be relieved from standby duty. When determining disciplinary action or whether to relieve the employee from standby duty, the District will consider any extenuating circumstances that may have prevented the employee from responding appropriately and in a timely manner while on standby duty.
- 5. The above provisions also apply to a school custodian in the event he/she is assigned "standby duty".

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Supervisory Unit

March 1, 2006

#### ARTICLE 12 - CUSTODIAL WORKING CONDICTIONS

Add new section:

#### SECTION 6 – ATTENDANCE INCENTIVE PAY FOR CUSTODIAL STAFF

Effective with the first full month after the adoption of this Agreement, attendance incentive pay for custodial employees will be 35 cents per hour, earned each month, provided the custodian is not absence for any reason that month. If the custodian is absent for any reason, they will be ineligible for incentive pay that month.

Attendance incentive pay shall be paid on the last pay date of the month immediately following the month when the incentive pay was earned.

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March 1, 2006

Supervisory Unit

ARTICLE 20 - LEAVES

Amend Section 9 as follows:

SECTION 9 -Leave For Personal Reasons

Effective July 1, 2006, A <u>a</u> member of the bargaining unit shall be allowed four (4) <u>six</u> (6) days of paid leave for personal reasons each <u>fiscal</u> year to be charged against accrued sick leave, and provided that such leave shall be noncumulative.

Except in emergency situations, employees shall request leave for personal reasons **twenty-four** (24) hours in advance of such leave. Personal leave requested shall not be made on any day immediately preceding or following a holiday or during the first or last week of the school year when students are in attendance. Request for personal leave may be denied if in the judgment of the Superintendent such leave will disrupt the school or department program.

7/10/04 3/10/04 J. V. L

1A SAM 3/10/06

NCFO - ALL GROUPS FY2006 SALARY SCHEDULE 182 Day Calendar, 6 Hours per Day

	Level													
Step	4	5	6	7	8	9	10	11	12	13	14	15	16	Step
0	8,496	9,291	10,163	11,114	12,156	13,296	14,541	15,904	17,394	19,026	20,806	22,757	24,888	0
1	8,728	9,539	10,427	11,396	12,456	13,614	14,880	16,264	17,777	19,431	21,237	23,211	25,370	1
2	8,966	9,793	10,697	11,684	12,763	13,941	15,228	16,634	18,169	19,844	21,677	23,678	25,862	2
3	9,211	10,055	10,976	11,982	13,078	14,276	15,584	17,011	18,569	20,271	22,126	24,153	26,365	3
4	9,462	10,324	11,260	12,284	13,401	14,619	15,947	17,396	18,979	20,704	22,586	24,638	26,877	4
5	9,722	10,599	11,553	12,596	13,732	14,971	16,322	17,793	19,397	21,146	23,054	25,132	27,399	5
6	9,986	10,882	11,854	12,916	14,071	15,331	16,703	18,197	19,826	21,600	23,531	25,637	27,930	6
7	10,261	11,171	12,164	13,244	14,419	15,700	17,092	18,611	20,261	22,062	24,020	26,152	28,473	7
8	10,541	11,469	12,480	13,580	14,774	16,077	17,493	19,034	20,711	22,534	24,518	26,677	29,026	8
9	10,831	11,777	12,804	13,924	15,140	16,463	17,902	19,466	21,166	23,016	25,028	27,213	29,589	9
10	11,125	12,089	13,138	14,277	15,515	16,860	18,321	19,908	21,633	23,508	25,547	27,760	30,165	10
11	11,430	12,412	13,480	14,638	15,896	17,264	18,748	20,361	22,111	24,012	26,075	28,317	30,751	11
12	11,742	12,743	13,829	15,009	16,291	17,680	19,188	20,822	22,598	24,525	26,616	28,886	31,348	12
13	12,063	13,083	14,191	15,391	16,692	18,104	19,635	21,296	23,097	25,049	27,168	29,465	31,956	13
14	12,392	13,433	14,559	15,781	17,106	18,540	20,094	21,780	23,607	25,586	27,733	30,058	32,578	14
15	12,732	13,791	14,938	16,181	17,528	18,985	20,565	22,275	24,127	26,135	28,308	30,660	33,209	15
16	13,079	14,159	15,328	16,591	17,960	19,442	21,044	22,780	24,659	26,693	28,894	31,277	33,855	16
17	13,438	14,538	15,727	17,011	18,404	19,909	21,536	23,298	25,204	27,264	29,494	31,904	34,512	17
18	13,806	14,925	16,135	17,443	18,857	20,388	22,041	23,827	25,760	27,847	30,104	32,546	35,182	18
19	14,180	15,323	16,555	17,886	19,324	20,878	22,557	24,369	26,329	28,444	30,729	33,198	35,865	19
20	14,570	15,731	16,985	18,339	19,802	21,379	23,084	24,923	26,908	29,051	31,366	33,866	36,562	20
21	14,969	16,150	17,426	18,804	20,291	21,894	23,624	25,489	27,502	29,673	32,016	34,546	37,273	21
22	15,377	16,583	17,881	19,281	20,792	22,419	24,175	26,069	28,109	30,309	32,682	35,237	37,996	22
23	15,798	17,025	18,346	19,769	21,305	22,959	24,742	26,660	28,729	30,958	33,360	35,947	38,733	23
24	16,229	17,478	18,824	20,272	21,832	23,510	25,320	27,266	29,362	31,620	34,051	36,667	39,486	24
25	16,673	17,945	19,313	20,786	22,370	24,076	25,912	27,886	30,010	32,297	34,757	37,405	40,253	25

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5/10/06 3/10/06

NCFO - ALL GROUPS FY2006 SALARY SCHEDULE 182 Day Calendar, 8 Hours per Day

-	Level													
Step	4	5	6	7	8	9	10	11	12	13	14	15	16	Step
0	11,328	12,388	13,550	14,820	16,206	17,728	19,388	21,205	23,192	25,367	27,743	30,342	33,185	
1	11,637	12,717	13,902	15,195	16,607	18,152	19,840	21,685	23,703	25,907	28,315	30,948	33,827	
2	11,955	13,057	14,263	15,579	17,016	18,588	20,303	22,178	24,226	26,460	28,903	31,570	34,483	
3	12,281	13,407	14,634	15,976	17,438	19,035	20,779	22,681	24,759	27,028	29,502	32,205	35,154	
4	12,616	13,764	15,013	16,380	17,868	19,492	21,263	23,196	25,305	27,606	30,114	32,850	35,835	
5	12,962	14,132	15,406	16,795	18,309	19,960	21,761	23,723	25,863	28,195	30,738	33,510	36,532	
6	13,315	14,509	15,806	17,221	18,762	20,441	22,272	24,262	26,435	28,800	31,375	34,183	37,240	
7	13,681	14,895	16,218	17,658	19,224	20,932	22,791	24,814	27,016	29,416	32,026	34,870	37,964	
8	14,055	15,292	16,639	18,107	19,701	21,436	23,324	25,378	27,613	30,045	32,690	35,569	38,702	
9	14,439	15,702	17,073	18,565	20,187	21,951	23,869	25,954	28,221	30,688	33,369	36,285	39,452	
10	14,834	16,119	17,518	19,036	20,686	22,479	24,425	26,544	28,844	31,345	34,062	37,014	40,220	
11	15,240	16,550	17,974	19,519	21,196	23,018	24,997	27,148	29,481	32,015	34,768	37,756	41,001	
12	15,656	16,990	18,440	20,013	21,720	23,574	25,583	27,763	30,131	32,701	35,488	38,514	41,797	
13	16,085	17,445	18,921	20,521	22,256	24,138	26,180	28,394	30,796	33,400	36,224	39,287	42,609	
14	16,522	17,910	19,413	21,040	22,807	24,720	26,792	29,041	31,476	34,116	36,976	40,076	43,437	
15	16,975	18,388	19,918	21,576	23,371	25,314	27,420	29,698	32,169	34,846	37,743	40,881	44,280	
16	17,439	18,877	20,436	22,122	23,947	25,922	28,060	30,374	32,880	35,590	38,525	41,702	45,139	
17	17,917	19,384	20,967	22,682	24,538	26,545	28,716	31,065	33,606	36,352	39,324	42,538	46,018	
18	18,408	19,899	21,513	23,258	25,144	27,184	29,388	31,771	34,346	37,130	40,139	43,393	46,910	
19	18,907	20,431	22,073	23,848	25,766	27,837	30,076	32,493	35,103	37,926	40,972	44,264	47,821	
20	19,427	20,975	22,647	24,452	26,401	28,505	30,778	33,230	35,878	38,737	41,823	45,154	48,750	- 2
21	19,957	21,534	23,236	25,072	27,056	29,192	31,498	33,985	36,669	39,565	42,690	46,060	49,697	2
22	20,503	22,111	23,841	25,708	27,721	29,894	32,234	34,757	37,477	40,412	43,576	46,984	50,663	2
23	21,063	22,699	24,463	26,360	28,408	30,612	32,989	35,548	38,306	41,276	44,480	47,929	51,644	2
24	21,639	23,305	25,098	27,030	29,110	31,348	33,760	36,354	39,150	42,161	45,401	48,890	52,648	2
25	22,230	23,926	25,750	27,715	29,828	32,102	34,550	37,181	40,014	43,063	46,343	49,872	53,670	2

V.V. L.

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NCFO - ALL GROUPS FY2006 SALARY SCHEDULE 196 Day Calendar, 6 Hours per Day

	Level													
Step	4	5	6	7	8	9	10	11	12	13	14	15	16	Step
0	9,149	10,006	10,945	11,970	13,090	14,319	15,659	17,127	18,732	20,489	22,408	24,507	26,803	0
1	9,400	10,272	11,229	12,273	13,414	14,661	16,025	17,516	19,144	20,926	22,871	24,996	27,321	1
2	9,655	10,547	11,520	12,583	13,744	15,013	16,399	17,913	19,567	21,370	23,344	25,499	27,852	2
3	9,920	10,828	11,820	12,903	14,084	15,375	16,784	18,319	19,998	21,830	23,828	26,011	28,393	3
4	10,190	11,118	12,126	13,230	14,432	15,742	17,174	18,736	20,439	22,298	24,324	26,534	28,943	4
5	10,470	11,413	12,443	13,566	14,789	16,122	17,576	19,162	20,890	22,773	24,827	27,066	29,507	5
6	10,756	11,718	12,766	13,909	15,153	16,510	17,988	19,597	21,351	23,261	25,342	27,609	30,079	6
7	11,051	12,031	13,099	14,262	15,527	16,906	18,408	20,042	21,821	23,760	25,868	28,164	30,663	7
8	11,353	12,351	13,440	14,626	15,911	17,313	18,839	20,497	22,303	24,266	26,402	28,729	31,259	8
9	11,663	12,682	13,789	14,995	16,305	17,730	19,278	20,963	22,795	24,786	26,953	29,306	31,866	9
10	11,981	13,019	14,148	15,375	16,708	18,156	19,729	21,440	23,298	25,317	27,511	29,896	32,485	10
11	12,308	13,367	14,517	15,764	17,119	18,593	20,192	21,927	23,812	25,859	28,082	30,496	33,117	11
12	12,645	13,724	14,894	16,165	17,544	19,039	20,663	22,423	24,336	26,412	28,663	31,107	33,758	12
13	12,991	14,090	15,282	16,574	17,976	19,497	21,145	22,934	24,874	26,977	29,257	31,732	34,415	13
14	13,346	14,466	15,679	16,994	18,422	19,966	21,640	23,455	25,422	27,555	29,865	32,370	35,083	14
15	13,710	14,851	16,088	17,425	18,877	20,445	22,147	23,988	25,983	28,144	30,484	33,019	35,765	15
16	14,086	15,247	16,506	17,867	19,341	20,936	22,664	24,533	26,556	28,746	31,116	33,684	36,458	16
17	14,471	15,656	16,935	18,321	19,819	21,441	23,194	25,090	27,143	29,361	31,763	34,358	37,169	17
18	14,868	16,072	17,376	18,786	20,308	21,956	23,737	25,661	27,741	29,989	32,420	35,048	37,888	18
19	15,271	16,502	17,828	19,262	20,811	22,483	24,291	26,244	28,354	30,632	33,094	35,751	38,624	19
20	15,692	16,942	18,292	19,750	21,325	23,024	24,859	26,840	28,979	31,287	33,779	36,471	39,374	20
21	16,119	17,393	18,768	20,251	21,852	23,578	25,440	27,450	29,617	31,957	34,479	37,203	40,140	21
22	16,559	17,858	19,256	20,764	22,390	24,145	26,035	28,073	30,270	32,640	35,196	37,948	40,919	22
23	17,012	18,334	19,758	21,290	22,944	24,725	26,644	28,711	30,939	33,338	35,926	38,712	41,713	23
24	17,477	18,823	20,273	21,831	23,510	25,319	27,268	29,363	31,621	34,053	36,669	39,488	42,524	24
25	17,955	19,325	20,799	22,385	24,092	25,928	27,905	30,031	32,318	34,781	37,431	40,282	43,349	25

NCFO - ALL GROUPS FY2006 SAL/ 12 Month Calendar & Hours per Da

NCEO - ALL GROUPS FY2006 SALARY SCHEDULE

12 Month Calendar, 8 Hours per Da NCFO - ALL GROUPS FY2006 SALARY SC							CHEDULE Ellective January 1, 2000 - 4:00 70 Across the Board Across the Bo											
	Level	Level	L	196 Day Ca	lendar, 8 F	lours per D	ay						Lovel	Lovel	Level	Level	Level	
Step	4	5			Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	14	15	16	Step
0	14,688	16,064		Step	4	5	6	7	8	9	10	11	12	13	29,877	32,676	35,739	0
1	15,089	16,491		0	12,199	13,341	14,593	15,960	17,453	19,091	20,879	22,836	24,976	27,318	30,494	33,329	36,428	1
2	15,501	16,931		1	12,531	13,697	14,972	16,363	17,884	19,549	21,366	23,354	25,526	27,901	31,125	33,998	37,135	2
3	15,926	17,385		2	12,874	14,062	15,361	16,777	18,326	20,018	21,865	23,884	26,088	28,495	31,771	34,682	37,858	3
4	16,359	17,848		3	13,227	14,438	15,760	17,205	18,778	20,499	22,379	24,425	26,664	29,105	32,430	35,378	38,591	4
5	16,808	18,324		4	13,586	14,823	16,169	17,639	19,243	20,990	22,899	24,981	27,252	29,729	33,102	36,088	39,343	5
6	17,267	18,814	:	5	13,959	15,218	16,591	18,087	19,717	21,496	23,435	25,549	27,853	30,365	33,790	36,812	40,106	6
7	17,740	19,314	1	6	14,340	15,625	17,021	18,546	20,205	22,013	23,984	26,129	28,468	31,015	34,491	37,552	40,884	7
8	18,225	19,829	1	7	14,734	16,040	17,466	19,016	20,704	22,543	24,544	26,723	29,094	31,679	35,204	38,305	41,679	8
9	18,723	20,360	:	8	15,136	16,468	17,920	19,500	21,216	23,085	25,118	27,330	29,738	32,356	35,936	39,075	42,487	9
10	19,234	20,902	:	9	15,550	16,908	18,386	19,993	21,740	23,639	25,706	27,951	30,392	33,048 33,755	36,683	39,860	43,314	10
11	19,761	21,460	:	10	15,974	17,360	18,866	20,500	22,278	24,208	26,306	28,585	31,064	34,478	37,442	40,661	44,155	11
12	20,302	22,032	:	11	16,411	17,822	19,356	21,019	22,826	24,790	26,921	29,236	31,748	35,215	38,218	41,477	45,012	12
13	20,856	22,621	1	12	16,862	18,298	19,858	21,552	23,392	25,386	27,552	29,899	32,448 33,166	35,968	39,010	42,309	45,886	13
14	21,425	23,224	1	13	17,321	18,787	20,376	22,099	23,968	25,995	28,194	30,578	33,897	36,740	39,821	43,159	46,778	14
15	22,012	23,844	1	14	17,793	19,288	20,905	22,660	24,562	26,622	28,854	31,275	34,643	37,526	40,646	44,025	47,686	15
16	22,613	24,478	2	15	18,280	19,803	21,450	23,235	25,169	27,260	29,529	31,983	35,408	38,327	41,488	44,910	48,613	16
17	23,233	25,135	2	16	18,781	20,330	22,007	23,823	25,789	27,916	30,218	32,711	36,190	39,149	42,350	45,810	49,557	17
18	23,869	25,803	2	17	19,295	20,874	22,580	24,426	26,425	28,586	30,925	33,454 34,214	36,989	39,986	43,228	46,731	50,518	18
19	24,518	26,493	2	18	19,823	21,430	23,168	25,046	27,077	29,275	31,648		37,804	40,843	44,124	47,669	51,500	19
20	25,192	27,198	2	19	20,362	22,002	23,771	25,683	27,747	29,979	32,390	34,992 35,786	38,638	41,716	45,040	48,627	52,500	20
21	25,878	27,924	3	20	20,922	22,588	24,389	26,334	28,434	30,699	33,146		39,490	42,609	45,973	49,603	53,520	21
22	26,586	28,671	3	21	21,493	23,191	25,022	27,002	29,137	31,437	33,921	36,600	40,361	43,520	46,927	50,597	54,559	22
23	27,312	29,435	3	22	22,080	23,812	25,676	27,685	29,854	32,193	34,713	37,431	41,253	44,452	47,900	51,616	55,617	23
24	28,060	30,220	3	23	22,683	24,445	26,343	28,388	30,592	32,967	35,526	38,282	42,162	45,403	48,894	52,651	56,698	24
25	28,826	31,025	3	24	23,304	25,097	27,030	29,108	31,348	33,758	36,357	39,152 40,041	43,091	46,376	49,909	53,709	57,799	25
				25	23,940	25,767	27,732	29,847	32,122	34,572	37,207	40,041	43,091	40,570	40,000	00,100	0.1.30	

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LABOR RELATIO

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#### MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL CONFERENCE OF FIREMEN & OILERS, LOCAL 1227 AND THE PALM BEACH COUNTY SCHOOL DISTRICT

The aforementioned parties, by the signatures of their respective representatives below. , 2006 to the following concerning the reday of fingerprinting of employees as required by Senate Bill 2986.

- 1. The parties recognize that the Florida Logislature enacted and the Governor signed into law Senate Bill 2986 during the 2004 Legislative Session. This law, effective July 1, 2004, requires all public education employees to be refingerprinted with such prints to be reviewed and maintained by the Florida Department of Law Enforcement (FDLE) with an initial review of each set of prints by the Federal Bureau of Investigation (FBI) with a follow-up review by the FBI every five years thereafter.
- 2. This agreement affects only employees who are required to be re-fingerprinted by the State on or after July 1, 2004 and does not apply to the initial costs of fingerprinting of applicants seeking employment with the District either before or after July 1, 2004.
- 3. The District will assume all initial costs of re-fingerprinting for all impacted employees of the District, i.e., the District's administrative cost, the cost of the initial fingerprint check with the FDLE, and the cost of the initial fingerprint check with the FBI.
- 4. Beginning in the fall of the FY immediately following the FY during which the affected employee is re-fingerprinted and each year thereafter, each affected employee will assume the annual maintenance fee charged by the FDLE and, every five (5) years thereafter, the fee charged by the FBI. Payroll deductions will be used by the employee to make these payments.
- 5. This agreement does not affect applicants who are seeking employment with the District, except they will be subject to the maintenance fees set forth in paragraph 4 above in the event they become employees of the District on or after July 1, 2004.

FOR THE SCHOOL DISTRICT:

FOR THE UNION:

ames Hayes, Jf.

Chief Negotiator

President

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LABOR RELATIO

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Van V. Ludy

Co-Chief Negotiator

Arthur C. Johnson, Ph.D.

Superintendent

Tom Lynch, Chairman

School Board