## TENTATIVE AGREEMENT

## Between The

## PALM BEACH COUNTY SCHOOL DISTRICT

and the

## NATIONAL CONFERENCE OF FIREMEN AND OILERS

## LOCAL 1227

PARAPROFESSIONAL ASSISTANT II

Effective July 1, 2005 - June 30, 2008

NATIONAL CONFERENCE OF FIREMEN AND OILERS


Sharon A. Barmore Munley, President

SCHOOL DISTRICT OF PALM BEACH COUNTY

James Hayes, Jr., Chief Negotiator


# BARGAINING TEAM 

James Hayes, Jr., Chief Negotiator<br>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<br>Carolyn Killings, Business Manager<br>Frank Sosa, Business Agent

Charles Bailey, Chief Steward- Maintenance \& Plant Operations<br>Cheryle Davis Darrell, Associate, Child Dev. II, Royal Palm School<br>Craig Singletary, Task Leader, Work Response Task, Maintenance \& Plant Operations

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

This comprehensive agreement is entered into by the School District of Palm Beach County, Florida, and the National Conference of Firemen \& Oilers, AFL-CIO, Local 1227, (Paraprofessional Unit) and was ratified by the National Conference of Firemen \& Oilers on the ___ day of ___ 2006, and subsequently adopted by the School Board on the $\qquad$ day of $\qquad$
Unless otherwise noted herein, provisions of this Agreement shall be effective on the $1^{\text {st }}$ day of July 2005 and shall continue in effect through the 30th day of June 2008. The parties agree that this Agreement incorporates by reference all written understandings between the parties entered into prior to the effective date of this Agreement unless the parties agree in writing otherwise. During the term of this Agreement, either party may reopen this Agreement for further negotiations as follows: In May of 2006, either party may reopen Section 1 of Article 9 and each party may reopen up to two (2) additional Articles. In May of 2007, either party may reopen Section 1 of Article 9 and each party may reopen up to two (2) additional Articles.

The parties agree that nothing herein prohibits the opening of negotiations in 2008 for a successor Agreement prior to the expiration of this Agreement. The parties further agree that nothing herein prohibits the Union from negotiating with the District during 2006 for the additional cost of health benefit premiums for calendar 2007, and other mutually agreed upon benefit changes in coalition bargaining with other employee organizations recognized by the School Board as provided herein.

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

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## Van V. Ludy

Co-Chief Negotiator

Arthur C. Johnson, Ph.D.
Superintendent

Thomas Lynch
School Board Chairperson


Paraprofessional Unit


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, 7 and 8 remain unchanged from the current contract.)
T.A.



March 1, 2006
Paraprofessional Unit
ARTICLE 9, Section 5
Section 5 - Paychecks-PARA-PRO ASSESSMENT EXAM AND ASSOCIATE DEGREE

Employees who work 196 or more days shall be paid in 24 equal installments to be issued on the $15^{\text {th }}$ and the last day of each month. Employees who work less than 196 days will be paid on 20 equal installments to be issued on the $15^{\text {th }}$ and last day of each month.

When the pay day as described above falls on a weekend or holiday, checks will be issued on the last duty day prior to the weekend or holiday if the last duty day precedes, by more than two (2) days, the weekend or holiday.

Effective July 1, 2006, employees covered by this agreement who have successfully completed the PARA-PRO Assessment Exam or who have thirty (30) or more semester hours of college courses and a corresponding Associate's Degree to qualify to work in a Title I School as a Paraprofessional II employee or to qualify to work in a Title I School as a Behavioral/Phvsical Needs Assistant II employee in compliance with provisions of the "No Child Left Behind" Federal legislation and who are assigned as a Paraprofessional II or as a Behavioral/Phvsical Needs Assistant II in a Title I School, shall be advanced to salary level 9. Notwithstanding the first paragraph (unnumbered) of Article 9, Section 7 of this Agreement, the employee will be placed on a step within salary level 9 which will provide an annual salary increase of three percent (3\%) over his/her FY 06 annual salary, or the minimum annual salary of level 9, whichever is greater. Provisions of the third, fourth and fifth paragraphs (unnumbered) of Article 9, Section 7 of this Agreement will apply should the employee later voluntarily transfer or be involuntarily transferred from a Title I School even if it is a lateral transfer to a position of Paraprofessional II or Behavioral/Physical Needs Assistant II position in a non-Title I School.
T. A.
v.v.L.

March 10, 2006
Paraprofessional Unit
ARTICLE 9 - SALARY/BENEFITS
Add new Section as follows:


SECTION 9 - Child Development Associate (CDA) II and Early Learning Associate (ELA) Employees

The parties agree there is a need to address the annual salary levels of employees assigned as Child Development Associate IIs, and Early Learning Associates in the District, especially as it relates to the responsibilities and the educational requirements of those positions. Therefore, the parties agree to conduct a study of other large Florida School Districts to determine the salaries being paid by these Florida Districts for positions comparable to the positions of a CDA IIs and ELAs. The parties agree to complete this 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 CDA IIs and ELAs are currently being paid.

In the meantime, CDA IIs and ELAs will be granted the same increase in wages as other employees in the Union's bargaining unit effective January 1, 2006.

In addition and effective July 1, 2006, CDA IIs who are assigned to the ESE
Department's Pre-K Program who have an Associate Degree or higher degree will be will be placed on a step within salary level 13 which will provide an annual salary increase of five percent (5\%) over his/her FY 06 annual salary, or the minimum annual salary of level 13, whichever is greater. CDA II's in the ESE Department's Pre-K Program who have an Associate Degree or higher degree are not subject to further compensation pursuant to the study as provide above.
T.A.


March 1, 2006
Paraprofessional Unit

## ARTICLE 10 - SUPPLEMENTS AND MERIT PAY SECTION 2 - Merit Pay



All bargaining unit employees shall be eligible for a 25 cents per hour attendance incentive for having no absences during any month in which they work eleven (11) or more compensable days. If the employee is absent for any reason, they will be ineligible for merit pay that month. All merit pay shall be paid on the $30^{\text {th }}$ last pay date of the month immediately following the month when the merit pay was earned.

Section 3 - Incentive Pay Add new paragraph D. as follows:


#### Abstract

D. 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 supplements 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 NCF\&O represented employees who wish to earn these points. When this is determined, the District will inform the NCF\&O 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 is temporarily reduced to 30 ; 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.


Section 5 - Child Development II Reimbursement Program
As a pilot program, $t$ The parties agree that for the term of this Agreement (June 30, 2005), the District will reimburse full-time Child Development Associates Ifs up to \$200 for educational school supplies purchased by the CDA II and used for the benefit of his/her pre-kindergarten students.

Reimbursement requests shall be made to the employee's supervisor or to another District designee. The request shall include a detailed description of the purchase accompanied by a dated original invoice, receipt or register tape. Employees should not co-mingle reimbursable and personal purchases on the same invoice, receipt or register tape. Sales tax will not be reimbursed.

The District will endeavor to make reimbursement payments within sixty (60) days of the date the employee submitted all required documentation for reimbursement. Monies unspent by April 30, will revert back to the District. To be eligible for reimbursement, a purchase must be made no earlier than July 1, 2003, and no later than April 30, 2004 for during any fiscal 2004 year and no earlier than July 1, 2004, and no later than April 30, 2005 for fiscal Year 2005.
ra. $\mathrm{N}^{2}$ I
March 1, 2006

## Paraprofessional Unit

## ARTICLE 18 - LEAVES

Amend Section 8 as follows:


## SECTION 8 -Leave For Personal Reasons

Effective July 1, 2006, A a member of the bargaining unit shall be allowed four (4) six (6) days of paid leave for personal reasons each fiscal 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.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
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|  |  |  |  |  | $\begin{aligned} & 510 \\ & 310 \end{aligned}$ | $6$ |  |  |  |  |  |  |  |  |
| NCFO - A | GROUP | Y2006 | ARY | DULE |  |  |  | e Jan | 1,200 | 00\% | ss the | d-N |  |  |
| 182 Day C | dar, 6 | rs per |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Level | Level | Level | Level | Level | Level | Level | Level | Level | Level | Level | Level | 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 |

v.v.z.


V.V. Z.

v.v. Z.



## v.v. च.

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NCFO - ALL GROUPS FY2006 SALARY SCHEDULE
Effective January 1, 2006-4.00\% Across the Board - No Step 12 Month Calendar, 8 Hours per Day



## MEMORANDUM OF UNDERSTANDING BETWEEN

## THE NATIONAL CONFERENCE OF FIREMEN \& OILERS, LOCAL 1227 AND <br> THE PALM BEACH COUNTY SCHOOL DISTRICT

The aforementioned parties, by the signatures of their respective representatives below, agree this $\qquad$ day of $\qquad$ , 2006 to the following conceming the xefingerprinting of employees as required by Scnate Bill 2986.

1. The parties recognize that the Florida Legislature enacted and the Govemor signed into law Senate Bill 2986 duting the 2004 Legislative Session. This law, cffective 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 thereater.
2. This agreernent affects only employecs who are required to be ree-fingerptinted 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 fiogerprint cheek 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 empioyee 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 paymerts.
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 cmployees of the District on or after July 1, 2004.

FOR THE SCHOOL DISTRICT:


Chief Negotiator

FOR THE UNION:


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Arthur C. Johnson, Ph.D.
Superintendent

Tom Lynch, Chaiman
Selool Baard

