


2007 AMENDMENT TO THE
2005-2008 LABOR CONTRACT
BETWEEN THE
PALM BEACH COUNTY SCHOOL DISTRICT
AND THE
NATIONAL CONFERENCE OF FIREMEN
& OILERS, INC., LOCAL 1227
REGULAR





JULY 1, 2005 – JUNE 30, 2008

NATIONAL CONFERENCE
OF FIREMEN & OILERS, INC.
LOCAL 1227


Sharon Munley
President

SCHOOL DISTRICT OF
PALM BEACH COUNTY


James Hayes, Jr.
Chief Negotiator


Van V. Ludy
Co-Chief Negotiator



BARGAINING TEAM

James Hayes, Jr., Chief Negotiator, Labor Relations Department

Van V. Ludy, Co-Chief Negotiator, Labor Relations Department

Mike Burke, Chief Financial Officer

Vincent Caracciolo, Personnel Compliance Manager, Maintenance &
Plant Operations

Denise Cargill, Specialist Education Training, School Food Services

Charlie C. Cromartie, Team Leader, Maintenance &
Plant Operations

Lori Dornbusch, Field Manager, School Food Services

Yevola Falana, Asst. Director, Transportation Department

Mark Mitchell, Director, Compensation & Human Resources Planning



BARGAINING TEAM

Sharon Munley, President

Jeff Sears, Supervisor, Maintenance & Plant Operations

Marcus Clark, Supervisor, Maintenance & Plant Operations

Cheryle Davis-Darrell, CDA, Royal Palm School

Robin Brown, CDA, Dwight D. Eisenhower Elementary

Maria Perez, Bus Driver, Transportation Department

Jackie Griffith, Bus Driver, Transportation Department

Charlie Bailey, Maintenance & Plant Operations

Adalberto Amador, Transportation Department

Desire DesJardins, Custodian, Maintenance & Plant Operations

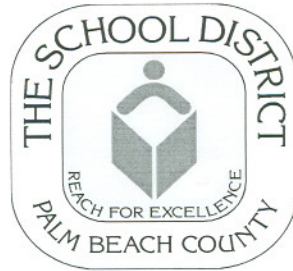
Tom Grigoriou, Custodian, Fulton-Holland Educational Services
Center

Cesar Carrillo, Transportation Department

Katherine Santoli, Transportation Department

Margaret Miller, Transportation Department

School Board of
Palm Beach County, Florida



Monroe Benaim, M.D., Vice-Chairman
District 1

Paulette Burdick
District 2

William Graham, Chairman
District 3

Robert Kanjian
District 4

Mark Hansen
District 5

Sandra Richmond, Ed.D.
District 6

Debra Robinson, M.D.
District 7

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

ARTICLE 9 - SALARY/BENEFITS

SECTION 1. Wages

The parties agree that effective January 1, 2006~~7~~, the January 1, 2006 salary schedules will be maintained during calendar year 2007. the Board will grant a 4% across the board increase to the current salary schedule. The January 1, 2006 and 2007 salary schedules increase is are 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~~8~~ 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 agree that effective January 1, 2007, eligible bargaining unit members shall be granted a salary increase as follows:

- (a) employees who have completed less than two (2) years of service with PBCSD as of January 1, 2007 shall be granted a one (1) step salary increase, effective January 1, 2007;
- (b) employees who have completed two (2) or more years of service, as of January 1, 2007, shall be granted a two (2) step salary increase, effective January 1, 2007; and
- (c) employees who occupy jobs assigned to Pay Levels 4-10 who have completed seven (7) or more years of service, as of January 1, 2007, shall be granted one (1) additional step, effective July 1, 2007.

The District gives notice to the Union of its intent with regards to 2008 reopener bargaining as follows:

- (a) FY07 reopener negotiations regarding a 2008 salary settlement shall include proposals for the transition from a Step-in-Grade Salary Schedule to a Minimum/Maximum Salary Schedule, effective January 1, 2008;
- (b) the financial impact of granting the July 1, 2007 step increase to affected employees shall be the controlling factor as it relates to 2008 salary negotiations; and
- (c) the provisions of (a) and (b) above, do not constitute a waiver of any bargaining and/or negotiations rights of either party under Section 447, Florida Statutes and further does not constitute any pre-agreement on future bargaining.

1/A
3-20-07
JH

1/A
JH
3/20/07

ARTICLE 9 – SALARY/BENEFITS

SECTION 10 – JOINT PAYROLL PROCEDURES COMMITTEE

On or before April 1, 2007 a Labor Management Task Force shall be jointly appointed by the parties to make recommendations by no later than May 15, 2007, to the Superintendent and Union President as to the Implementation of employee choice of pay cycles for the 2007-2008 school year.

JA
3-20-07
JAH

JA
SAM
3/20/07

1/A
3-20-07
JHR

SECTION 3. Starting Salary

New employees in each job classification in this bargaining unit will start at the negotiated entry level unless, because of training or experience, the Superintendent authorizes entry above minimum for an employee. The pay level minimum salary shall be considered the normal hiring rate for a new employee, unless the employee's training and experience or labor market conditions warrant a higher starting salary. The hiring authority may recommend to the Chief of Human Resources a starting salary above the minimum of the pay level, but not to exceed ten (10) percent of the minimum of that pay level.

Should the Superintendent determine that a higher pay level is necessary for any job classification, all employees in that job classification will be advanced to the new entry level. Prior to any change in the entry level by the Superintendent, NCF&O will be notified.

TA
SAM
3/20/07

ARTICLE 10 - SUPPLEMENTS AND MERIT PAY

1/1
3-20-07
JMS

SECTION 4. Merit Pay for Bus Attendants and Bus Drivers

Bus Attendants shall receive a supplement of \$.25 .50 per regular hours worked, to be earned each month, provided the bus attendant is not absent for any reason.

Bus drivers shall receive a supplement of \$400 150 per month in which the following provisions are met:

- A. Driver is not absent for any reason.
- B. No motor vehicle violation with conviction or accidents while operating a school bus.
- C. Requirements in A and B above, must be maintained each month.

"Not absent for any reason" shall mean that for the month of September, August attendance shall be counted and for the month of May, June attendance shall be counted. August and June are considered extensions of September and May.

As used in this section, the phrase "Not absent for any reason" means the employee was in attendance during all scheduled working hours on all scheduled work days except that absences for approved jury duty, an approved TDE to attend other work related activities, or "light duty" under an approved Workers Compensation claim, will not count as being absent when determining eligibility to receive a merit pay supplement. While absences on any emergency days when schools are closed will not count as being absent, being absent on any make-up days except as provided above, will disqualify the employee from receiving a merit pay supplement.

Bus attendants will be eligible for the supplement during the summer months upon the same conditions that apply to merit pay during the regular contract year. Bus drivers who do not miss any days of work during the summer school session receive a merit pay supplement of \$400 \$150 on or by August 30 each year.

TA
SAM
3/20/07

ARTICLE 32 – UNIFORMS

The School District shall provide and maintain uniforms for the employees in Maintenance & Plant Operations and those employed as School Bus Drivers or Bus Attendants at with no cost to the employees. Employees shall be required to wear uniforms during the work day. Uniforms will be replaced on an as needed basis due to normal wear and tear or if lost through no fault of the employee. For replacement purposes, employees must turn in the appropriate garments. Any employee issued a uniform, who is leaving employment, will be required to turn in his/her uniform prior to receiving his/her last check. The District will establish procedures for cleaning and maintaining rented uniforms.

TA
3-20-07
QTH

TA
GTM
3/20/07