

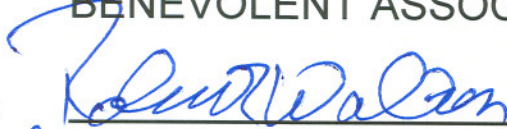
TENTATIVE AGREEMENT

BETWEEN THE
PALM BEACH COUNTY SCHOOL DISTRICT
AND THE
POLICE BENEVOLENT ASSOCIATION
EFFECTIVE

JULY 1, 2006 – DECEMBER 31, 2008

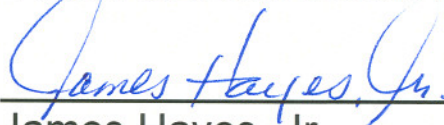


PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION

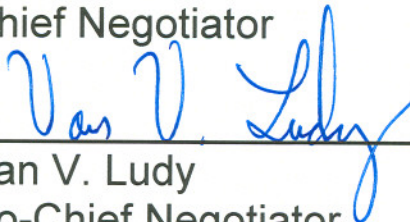
For 

Lawrence Fagan
Legal Counsel

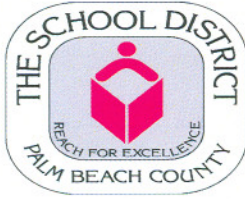
SCHOOL DISTRICT OF
PALM BEACH COUNTY



James Hayes, Jr.
Chief Negotiator



Van V. Ludy
Co-Chief Negotiator



BARGAINING TEAM

James Hayes, Jr., Chief Negotiator

Van V. Ludy, Co-Chief Negotiator

Chief James Kelly, School Police

Wilma Roy, Adm. Services Director, School Police

Capt. Leonard Mitchell, School Police

Nate Collins, Principal, Palm Beach Lakes High School

Capt. Debbie Simpson, School Police



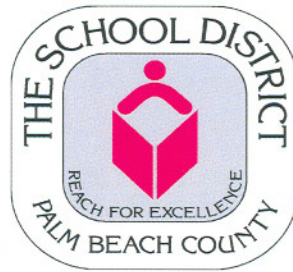
BARGAINING TEAM

Lawrence Fagan, Legal Counsel

Det. Robert Walton, School Police

Lt. William Lammie

School Board of
Palm Beach County, Florida



Monroe Benaim, M.D.
District 1

Paulette Burdick
District 2

William Graham, Chairman
District 3

Robert J. 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 16 - UNIFORMS AND EQUIPMENT

16.1 The District shall furnish uniform clothing to all bargaining unit members. The uniform shall be worn in the performance of their duties. The District also agrees to replace uniform clothing as reasonably required.

16.2 (1) The District shall provide a \$360 annual allowance for the cleaning, maintenance, and upkeep of said uniforms. This allowance is payable in \$120 increments.

Clothing allowance payments shall be made on or about October 31st, February 28th and June 30th or the last scheduled work day prior to those dates.

(2) Any part of the uniform clothing initially supplied by the School District, which is damaged or destroyed while an Officer is acting in the performance of his/her official duties, shall be replaced by the School District at no cost to the Officer, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof.

(3) The Union acknowledges that officers will be held to a high standard with respect to the wearing of uniforms and that the District reserves the right to discipline for inappropriate appearance.

16.3 The District will provide each officer with a two-way portable radio in good working order.

16.4 The District agrees to reimburse a bargaining unit member for damage/loss to personal property when said property is an item necessary to perform his/her duties such as a watch, eye glasses, etc. in the sum up to \$150.00 for each occurrence. Request for reimbursement shall be in writing with documentation of the loss/damage and the cost to repair or replace the item.

16.5 Officers assigned to the Detective Bureau, upon submitting clothing receipts, totaling at least \$500, will receive an additional ~~\$440~~ 500.00 clothing allowance payable annually effective on or about July 1 in one total payment of ~~\$500~~ 860.00 (\$360 as provided in 16.2 above and ~~\$440~~ 500.00 as provided herein) and will not receive additional increment payments throughout the year.

ARTICLE 17 - WORKWEEK AND OVERTIME

17.1 (a) The School District agrees that the basic work week for bargaining unit employees shall be forty (40) hours, scheduled as need arises and at the discretion of the Chief of Police. When an employee is scheduled to work on a Saturday and/or on a Sunday, that employee will be paid his/her regular hourly rate except when working on that Saturday and/or Sunday would constitute overtime within the meaning of the Fair Labor Standards Act (FLSA). Any hours in excess of the forty (40) per week will be compensated at the rate of one and one-half (1.5) times the officer's regular hourly rate. Forty (40) hours will be calculated in accordance with the FLSA.

(b) Overtime compensation shall be paid on the pay check following the pay period that the overtime was worked.

17.2 The Chief of Police or designee expressly reserves the right to change work schedules as necessary and for the purpose of avoiding unnecessary overtime as long as statutory requirements set forth in FLSA are not violated.

17.3 Bargaining unit members will be given adequate notice of any change in their regular hours of work except where an emergency exists. Bargaining unit members required to work beyond their normal duty hours during riot, hurricane or other emergency condition by the Chief of Police will be entitled to compensation at the rate of one and one-half (1.5) times his/her regular hourly rate.

17.4 When a bargaining unit employee is required to attend court or testify by deposition in connection with his/her duties as a police officer, not on his/her regular assigned shift, the School District will compensate the employee for a minimum of ~~two (2)~~ **three (3)** hours pay at the rate of one and one-half (1.5) times his/her normal regular hourly rate.

17.5 Any bargaining unit member called back to work prior to the start of his/her next regularly scheduled shift shall receive a minimum of ~~two (2)~~ **three (3)** hours pay at one and one-half (1.5) times his/her regular hourly rate.

17.6 The School District agrees that bargaining unit members will be compensated for off-duty training at the rate of one and one-half (1.5) times his/her normal hourly rate when required to attend by the Chief of Police.

17.7 Members shall work overtime only when directed to do so by a School Police Supervisor or the Chief of Police, or when job situations arise which might necessitate a continuance of work beyond shift hours.

- 17.8 Whenever possible, all court appearances that require written subpoena to be served on a bargaining unit member will be served at the earliest possible time by an Officer authorized to do so by the court.
- 17.9 The School District agrees that any member required to be out of Palm Beach County to attend court or for any other purpose as a result of his/her duties as a Police Officer will be paid at his/her regular rate of pay for each day or partial day required for said purpose as outlined in School District Policy 3.75.
- 17.10 The School District agrees that before contracting with any outside law enforcement agency or Officer for extracurricular school functions, it will first offer the opportunity to work such function to the School Police Officer assigned to the school where the function is to take place. **When the assigned officer declines extra duty work, the extra duty will first be offered to officers within their zone then district-wide.**
- 17.11 Outside detail is defined as work performed for a contractor other than the School District wherein such contractor pays fees to the District for the use of facilities and for the hiring of police officers from among those who are accepted and paid in keeping with Fair Labor Standards Act and is understood to be paid at a rate not to exceed \$24 **35.00** per hour **less any mandatory tax withholdings.** ~~in gross labor charges to the~~ **The** contractor ~~less any administrative charges and mandatory withholding issued~~ **may be charged an additional administrative fee** by the District.
- 17.12 For the purpose of computing overtime, an employee should not be penalized for any District designated Holidays during that work week (Monday thru Friday).
- 17.13 The annual Police School Year Duty Day Calendar will be distributed as soon as possible after the end of the previous school year. Necessary changes to the duty day calendar, as determined by the Chief of Police, will be distributed as soon as possible and all efforts will be made not to change the duty day calendar except when emergencies and/or unforeseen circumstances require that it be altered.

ARTICLE 20 - SALARY PLAN

Assigned duty days shall be as determined by the Chief of Police.

20.1 Effective July 1, 1995, and thereafter, the District shall provide a Dual Career Ladder/Career Path Program to all employees of the School District Police Department who are members of the bargaining unit.

20.2 Qualified School Police Officers shall be paid supplements for salary incentive money as outlined in Section 943.22, Florida State Statutes. The following is a list of the maximum amount of salary incentive money any Officer may receive per month according to the type of salary incentive for which he/she is eligible.

<u>Training</u>	<u>Maximum Payment per Month</u>
Basic Only	\$25.00*
Advanced Course Only	\$120.00 Maximum
Education Only	\$30.00 - Two (2) Year Degree \$80.00 - Four (4) Year Degree
Basic and Advanced Courses	\$130.00 Maximum
Basic and Education	\$55.00 with Two (2) Year Degree \$105.00 with Four (4) Year Degree
Advanced Courses and Education	\$130.00 Maximum
Basic, Advanced Courses and Education	\$130.00 Maximum

* Only full-time Law Enforcement Officers who were initially employed/certified prior to July 1, 1980, may receive basic salary incentive payments.

20.3 Assignment Pay

~~Any school police officer designated as a Detective shall receive an annual supplement of \$3,500.00.~~

~~20.4 Any School Police Officer serving as Caretaker/Handler with the Canine Narcotics Detection Program shall receive an annual salary supplement of \$2,500.00.~~

~~20.5~~ Any School Police Officer serving as a Trainer with the Canine Narcotics Detection Program shall receive an annual salary supplement of \$2,500.00.

The Chief of School Police may, in response to operational and/or programmatic demands, assign a permanent employee(s) to Special Duty Assignment (SDA) in any of the following areas with accompanying annual supplemental compensation as indicated.

➤ <u>Sergeant</u>	<u>\$4,000</u>	<u>(take-home vehicle)</u>
➤ <u>Detective</u>	<u>\$4,000</u>	
➤ <u>K-9 Trainer</u>	<u>\$2,800</u>	
➤ <u>K-9 (caretaker/handler)/per dog</u>	<u>\$2,800</u>	
➤ <u>CRT (Crisis Response Team)</u>	<u>\$2,800</u>	
➤ <u>FTO (Field Training Officer)</u>	<u>\$1,200</u>	
➤ <u>Accreditation Manager</u>	<u>\$1,200</u>	
➤ <u>CDL (License to Drive Bus)</u>	<u>\$ 400</u>	

An employee assigned to Special Duty Assignment shall receive supplemental compensation only for the duration of the assignment.

20.4 Any school police officer who is requested to work on a non-contract day shall be compensated at the rate of \$2435 per hour effective upon ratification and School District approval.

20.75 a. ~~Effective January 1, 2004, the current salary schedule will be increased across the board by 4% for each eligible employee. The new salary schedule effective January 1, 2004 is attached as Appendix A. The parties agree that no salary schedule step increase will be awarded for the 2003-2004 school year and that awarding future step increases is contingent upon and subject to negotiations between the parties.~~

a. ~~Effective January 1, 2004, the current salary schedule will be increased across the board by 3% for each eligible employee. The new salary schedule effective January 1, 2004 is attached as Appendix B. Effective July 1, 2005, the salary schedule will be increased across the board by 4% for each eligible employee. The new salary schedule effective July 1, 2005, is attached as Appendix C. Effective July 1, 2006, the salary schedule will be was increased across the board by 1.9% for each eligible employee. The new salary schedule effective July 1, 2006, is attached as Appendix D A. The parties agree that no salary schedule step increase will be awarded for the 2004-2005, the 2004-2006, or the 2006-2007 school years, and that awarding future step increases is contingent upon and subject to negotiations between the parties. Only bargaining unit members who are employees on the date of Board approval of this salary agreement are entitled to any retroactive pay increase. As provided in the amended Duration provisions of the provisions of the parties' 2003-2006~~

~~Collective Bargaining Agreement, the parties agree that the July 1, 2006, salary schedule (Appendix D) is not subject to change until January 1, 2007, and further agree that future salary agreements will be effective January 1, of any given year unless an alternative date is mutually agreed to by the parties. **Except as provided below, salary step increases in the future are contingent upon and subject to negotiations between the parties.**~~

- b. Effective January 1, 2007, all School Police Officers currently in Level 15, Step 7, that are not on probation, shall move to Step 8 on the Salary Schedule. School Police Officers still on probationary status shall remain at Step 7.**
- c. Effective January 1, 2007, all School Police Officers currently in Level 15, Step 8, through and including Step 14, shall move up two (2) steps on the Salary Schedule.**
- d. Effective January 1, 2007, all School Police Officers currently in Level 15, Step 15 or higher, shall move up three (3) steps on the Salary Schedule.**
- e. The parties agree to establish a joint labor/management committee to review the District's program, policies and practices for compensating its law enforcement personnel. A report and recommendations shall be submitted to the Superintendent of Schools and PBA designee on or before August 1, 2007.**

Only those employees who receive an overall satisfactory end of the school year annual evaluation the previous school year shall be eligible to receive the wage increase set forth above.

The District's new Performance Based Evaluation Instrument for School Police Officers and Lieutenants will be made effective by the District upon adoption of this Agreement by both parties with the understanding that the Instrument is not a part of this Agreement. All appeals of an Officer's annual evaluation based on the District's Performance Based Evaluation Instrument will be made to the employee's evaluator and then, if necessary, to the Chief of Police for a final determination. The parties agree that any appeal will be limited to the failure of the evaluator to have followed evaluation procedures, criteria and/or forms. The judgments and conclusions of the evaluator are not appealable and no evaluation issue may be processed through the Grievance Procedure contained in this Collective Bargaining Agreement. The decision of the Chief of Police on any evaluation appeal is final.

20.86 If a bargaining unit member is going to receive at least one “Not Acceptable” rating on his/her annual Performance Based Evaluation, the member shall be given notice at least sixty (60) calendar days prior to the completion of the employee’s annual evaluation. If the bargaining unit member’s performance continues to be “Not Acceptable” in one or more evaluation categories and the member receives an overall unsatisfactory annual performance evaluation at the end of the school year, said member will not be eligible to receive a step increase for the following school year should there be an agreement to provide step increases that year. In addition, said member will not be eligible to receive any negotiated increase to the salary schedule for the following school year, should there be an agreement to increase the salary schedule that year. One “Not Acceptable” rating on any of the twenty-nine (29) indicators at the end of a school year annual evaluation constitutes an overall unsatisfactory annual performance evaluation rating.

20.97 Performance Based Pay Plan

- a. The parties agree to ~~implement a pilot~~ **continue the** Performance Based Pay Plan for ~~the 2003-2004, the 2004-2005 and the 20056-20067~~ school years **and thereafter until the parties mutually agree to amend or discontinue the Plan.** ~~Any extension of the Plan beyond June 30, 2006, will require the mutual written agreement of the parties. The Plan will **may** be evaluated by the District, during the term of the pilot. In addition, a Joint Evaluation Committee comprised of four (4) appointees of the Superintendent and three (3) appointees of the PBA will comprise the membership of the Committee. Said Committee will meet upon the call of either party to review the status of the **Plan** and may make recommendations to the Superintendent and to the President of the PBA or designee.~~
- b. Eligibility for Pay for Performance Stipend:
 - (i) Bargaining unit members, upon completion of their sixth (6th) or more years of continuous service with the District who achieve a score of 165 or higher on the District’s Performance Based Evaluation Instrument with no areas rated as “Not Acceptable” the previous fiscal year, are eligible to receive a stipend equal to 3% of their previous year’s base salary on or about December 1 of the fiscal year following the attainment of the score of 165 or higher. The employee must remain an employee through December 1 of the fiscal year following the attainment of the score of 165 or higher to maintain his/her eligibility ~~for~~ **to** receive the Performance Pay stipend. The parties agree and understand that becoming eligible for the Performance Pay stipend is contingent each year on the employee’s completion of six (6) or more years of continuous service with the District, achieving a score of 165 or higher and

having no area rated as "Not Acceptable" on his/her annual Performance Based Evaluation form. ~~Any employee who earns Performance Pay in accordance with this pilot for the 2005-2006 school year will receive such pay on or about December 1, 2006, if he/she remains an employee of the District through December 1, 2006. The payment of the 3% Performance Pay stipend on or about December 1, 2006, will not be considered an extension of the Plan.~~ In addition, it is understood that the Chief of Police or designee may establish one of the three goals that are to be attained by the employee as set forth in the Performance Based Evaluation Instrument during ~~the second and third~~ **any** years of this ~~pilot~~ the Performance Based Pay Plan **is in effect**.

20.108 One-Time Retention Bonus Payroll Schedule

~~For the 2003-2004 school year only, the District and the Association agree that the Officers in their seventh (7th) or more years of continuous employment with the District who attained a satisfactory evaluation rating on their 2002-2003 annual evaluation will be awarded a one time retention bonus of \$1,200, less standard deductions, to help assure the District that these employees will not voluntarily leave the employment of the District for the duration of this three (3) year Agreement. It is the intent of the District to make this one time retention bonus within sixty (60) calendar days of Board adoption of this Agreement, but not earlier than January 30, 2004.~~

The District, after giving prior written notice to the Association and to employees in the Association's bargaining unit, may implement the provisions contained in paragraphs a., b. and/or c. below either separately or together. When provisions of paragraph a. are implemented, they will replace the 24 payroll schedule procedures now in effect.

- a. The District may implement a 26 equal pay payroll schedule for employees who work a 12 month calendar with paychecks electronically deposited every other Friday in the employee's choice of a financial institution beginning on a Friday selected by the District. If a Friday pay date falls on a non-duty day, the paycheck will be electronically deposited the last preceding duty day. Employees who work less than a 12 month calendar may have their payroll checks electronically deposited every other Friday, but proportionately on fewer than 26 Fridays.
- b. The District may implement a paperless payroll whereas employees will not receive a paper pay stub, but will be able to access payroll stub and other payroll information by going to a District website location and, after entering their personal password, be able to view and retrieve their individual payroll information as well as being able to view and make some payroll information changes on-line such as the employee's W-2 Form.

- c. The Chief of Police may implement a new attendance/payroll tracking system for Department employees to comply with any District implemented system. The Chief of Police will confer with PBA representatives prior to implementing any such system.

20.149 Advanced Degree Pay

Bargaining unit members shall be eligible for Advanced Degree Pay for a Master or Doctorate degree in Criminal Justice, Criminology, Public Administration, Police Administration or a related advanced degree approved by the Chief of Police conferred by an accredited college or university.

The annual Advanced Degree Supplement shall be paid as follows:

Master's Degree - \$2,000
Doctorate Degree - \$4,000

DURATION OF AGREEMENT

This comprehensive Agreement has been negotiated by and between The School District of Palm Beach County, Florida, and the Police Benevolent Association (PBA) on behalf of Police Officers. This Agreement shall become effective with PBA ratification and the School Board approval and stay in effect from July 1, 2003~~6~~, through ~~June 30~~ **December 31, 2006**, ~~except for the Salary Schedule contained in Appendix D that will remain in effect and not subject to further change through the negotiations process until January 1, 2007~~ **2008**. During the term of this Agreement, either party may reopen the contract as follows:

- A. In the second year of this Agreement (2004~~7~~) each party may reopen Article 20 – Salary Plan, **to be effective January 1, 2008, unless otherwise agreed to by the parties, and** two additional articles each, and insurance as provided in Article 13.1 of this Agreement in coalition bargaining with other School Board recognized employee organizations. **If the results of coalition bargaining the previous year call for the commencement of coalition bargaining at this time, coalition bargaining will also commence during the second year of this Agreement.**
- B. In the third year of this Agreement (2005) ~~2008~~ each party may reopen Article 20 – Salary Plan and two additional articles each. If the results of coalition bargaining the previous year call for the commencement of coalition bargaining at this time, coalition bargaining will also commence during the second year of this Agreement.
- ~~C.~~**B. In the third year of this agreement (2008)** ~~the parties agree that nothing herein prohibits the~~ **to** opening of negotiations in 2006 for a successor Agreement before the expiration of this Agreement, ~~except the parties agree that the Salary Schedule contained in Appendix D of the current Agreement is not subject to change through the negotiations process until January 1, 2007.~~ **If the results of coalition bargaining call for the commencement of coalition bargaining at this time, coalition bargaining will also commence in 2008 for a January 1, 2009, implementation date unless the District and the coalition agree to some other implementation date.**

The Association and the District reserve all legal rights accorded them pursuant to Chapter 447, Florida Statutes, relating to acceptance, modification or rejection of proposals.

IN WITNESS WHEREOF, the aforementioned parties have hereto executed the Agreement on the _____ day of _____, 20037.

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

Witness By: _____
John Kazanjian, President

Witness By: _____
Robert Walton, Representative

Witness By: _____
Lawrence Fagan, Legal Counsel
Chief Negotiator

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

Witness By: _____
William Graham
School Board Chairman

Witness By: _____
Arthur C. Johnson, Ph.D.
Superintendent

Witness By: _____
James Hayes, Jr.
Chief Negotiator

For Legal Sufficiency: _____
Legal Counsel for the School Board Date

Date Ratified by PBA _____

Date Ratified by School Board _____