

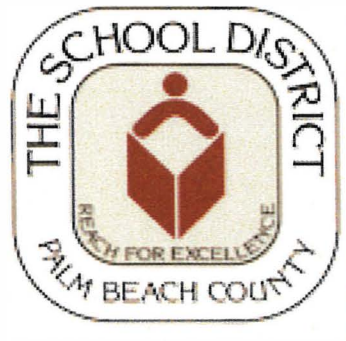
**TENTATIVE AGREEMENT  
BETWEEN**

**THE SCHOOL BOARD OF  
PALM BEACH COUNTY, FLORIDA**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION/  
FLORIDA PUBLIC SERVICES UNION (SEIU/FPSU)**

**PARAPROFESSIONALS II &  
EARLY CHILDHOOD PROFESSIONALS**



**January 1, 2016 – December 31, 2018  
2018 Modifications**

**ARTICLE 1 PREAMBLE**

This comprehensive Agreement is entered into by The School Board of Palm Beach County, Florida, and the Service Employees International Union/Florida Public Services Union (SEIU/FPSU), and was both approved by the School Board and ratified by SEIU/FPSU on \_\_\_\_\_.

Unless otherwise stated herein, this Agreement shall be effective upon adoption by both Parties and shall continue in effect through December 31, 2018. The Parties shall open negotiations in October 2018 for a successor agreement to be effective January 1, 2019.

The Parties agree that SEIU/FPSU shall negotiate with the District in 2019, for changes in 2020 on the additional cost of health premiums and/or other mutually agreed upon benefit changes as well as changes to the Wellness Rewards Program in coalition bargaining with other employee organizations recognized by the District's School Board as provided herein.

As a result of negotiations on Pay Rates for calendar year 2018, the Parties have amended Article 9, Section 1 and Appendix A of the Agreement to be effective January 1, 2018. Those Pay Rate amendments are made a part of this Agreement.

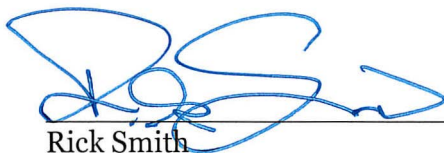
IN WITNESS WHEREOF, the aforesaid aforementioned Parties have hereunto executed this Agreement on the \_\_\_\_\_ day of December, 2017.

THE SERVICE EMPLOYEES INTERNATIONAL  
UNION/FLORIDA PUBLIC SERVICES UNION

THE SCHOOL BOARD OF  
PALM BEACH COUNTY

\_\_\_\_\_  
Alphonso Mayfield  
President

\_\_\_\_\_  
Chuck Shaw  
School Board Chairman



\_\_\_\_\_  
Rick Smith  
Chief of Staff and  
Chief Negotiator

\_\_\_\_\_  
Robert M. Avossa, Ed.  
Superintendent of Schools

 12/8/17

**Article 5 – Union Rights and Privileges**

**SECTION 14 – Employee Information**

The District will provide the Union ~~periodic~~ monthly reports of newly hired employees whose job is included in the SEIU/FPSU Unit Description. The report shall contain contact information, job location and job title of each employee.

The District shall notify the Union of any formal orientation or in-service meeting held by the District. The notice will be sent as soon as such meeting(s) are scheduled but not less than five (5) days in advance and will include the date, time and location of the meeting(s).

SEIU/FPSU shall be granted access to new employees at the conclusion of New Employee Orientation as scheduled by the District. If no formal orientation or in-service is held, the District shall allow Union representatives to meet with new hires during their meal break or after their duty day at their job location a District property once per semester on a non-student attendance day for no more than thirty (30) minutes. The Parties agree to work together to determine the best way to schedule the meeting so as to provide the least amount of disruption to the operations of the District.

 12/8/17

## ARTICLE 9 SALARY/BENEFITS

### SECTION 1 Wages

The Parties agree to increase the ~~minimum and maximum~~ annual Pay Rates in Appendix A by 1% to the minimum and 23% to the maximum effective January 1, 20178. The new January 1, 20178 minimum-maximum salary schedules are attached as Appendix A. The Parties agree that these minimum-maximum salary schedules are not subject to further modification or change until January 1, 20189 in keeping with the Preamble of this Collective Bargaining Agreement and further agree that future modifications or changes to these minimum-maximum salary schedules will be effective on January 1 of any given year unless otherwise agreed to by the Parties.

The Parties agree that effective January 1, 20178, the annual Pay Rates of all employees shall be increased by 3%. Each employee who remains an employee of the District in this bargaining unit on the date the School Board adopts this Agreement, will be paid this 3% negotiated increase on the new minimum-maximum Annual Pay Rate Schedule (Appendix A), retroactive to January 1, 20178. Those individuals, who are no longer employees of the District on the date the School Board approves this Agreement, are not entitled to any retroactive pay.

- a) Each employee's current annual Pay Rate that is not red-lined will receive the applicable wage increase set forth above effective January 1, 20178. If after receiving the negotiated wage increase effective January 1, 20178, the employee's new Pay Rate is greater than the new maximum annual Pay Rate after it is increased by 23% effective January 1, 20178, the employee's new Pay Rate will be considered to be red-lined when wage increases are negotiated in the future.
- b) An employee whose current annual Pay Rate is red-lined, but whose new annual Pay Rate will not be greater than the maximum annual Pay Rate after that maximum is increased by 23% effective January 1, 20178, will have his/her current annual Pay Rate increased as set forth in applicable sub-sections A, B, or C above effective January 1, 20178 and will no longer have his/her annual base salary considered to be red-lined.
- c) An employee whose current annual Pay Rate is red-lined, and whose new annual Pay Rate is determined to exceed the maximum annual Pay Rate after that maximum annual Pay Rate is increased by 23% effective January 1, 20178, will continue to have his/her current annual Pay Rate red-lined and will not receive an increase to his/her current red-lined annual Pay Rate until such time in the future a new maximum annual Pay Rate is negotiated that is greater than the employee's current red-lined annual Pay Rate. Said employee will continue to be paid at his/her current red-lined annual Pay Rate until such time in the future an annual Pay Rate is negotiated for that employee that is not greater than the maximum Pay Rate at that time. Such employees will be paid a one-time and non-reoccurring bonus equal to the appropriate Pay Rate increase he/she would have received if his/her Pay Rate were not red-lined. This bonus, minus standard deductions, will be computed for all days worked and to be worked (including paid holidays, if any, and paid leave days) for the period of January 1, 20178 through the end of the

**District Proposal – December 8, 2017**

2017~~7~~8 calendar year or the employee's last day of paid employment with the District, whichever occurs first. To be eligible for a bonus payment, the employee must remain of the District in this bargaining unit on the date of the School Board approves this Agreement.

Handwritten signatures in blue ink, including a large signature at the top and a smaller one below it. To the right of the signatures is the date "12/8/17".

**ARTICLE 10 SUPPLEMENTS AND PAYROLL PRACTICES**

**SECTION 1 Special Needs Paraprofessionals**

Paraprofessionals who serve medically complex students shall be paid an annual supplement of ~~one~~ two thousand ~~seven~~ three hundred dollars (~~\$1,700~~ \$2,300) while so employed and assigned. The supplement shall apply only to employees who are assigned on a regular basis to students who require unique procedures as defined herein. (These procedures include, but are not limited to, maintaining gastrostomy tubes, observing the use of nebulizers, lifting immobile students, finger stick for the use of glucometers, oral suctioning of tracheotomy tubes, changing diapers and colostomy bags and other similar functions.) Before being assigned to a medically complex student, an employee shall be provided the training necessary to safely and appropriately serve the student's medical needs. Such training will be mandatory. Such supplement shall be recommended by the Principal after proper training is provided to the employee. Approval will be given in writing by the Department of Exceptional Student Education (ESE) or designee.

A one-thousand seven hundred dollars (~~\$1,000~~ \$1,700) annual supplement shall be recommended by the Principal for paraprofessionals who are assigned to a defined Emotionally/Behaviorally Disordered (E/BD) self-contained unit on a full-time basis. Approval will be given in writing by the Department of Exceptional Student Education (ESE) or designee. This supplement shall not be available to paraprofessionals who are assigned to regular classes with E/BD mainstreamed students. Approval will be given in writing by the Department of ESE or designee. Proper training(s) will be provided to the paraprofessional(s) so assigned.

Under all circumstances, whenever a student is assigned to a paraprofessional, the ESE Coordinator shall meet with the employee and review in detail the Individual Education Plan (IEP) and behavioral plan.

Handwritten signature in blue ink, followed by the date "12/8/17" written below it.

**Article 18 – Sick Leave**

Section 3 – Sick Leave Charged

Sick leave usage shall be tracked and charged through the use of biometric time collection devices. ~~in no less than one (1) hour segments. Each school or department shall record absences on an hourly basis. When the appropriate one (1) hour increment is reached, based upon the assigned employee workday, the employee shall have that hour and any additional time in one (1) hour increments of accumulated sick leave deducted.~~ Employees shall not be entitled to sick leave in excess of the amount of such leave accumulated to his/her credit except as provided for under catastrophic leave.



**ARTICLE 13 DISCIPLINE OF EMPLOYEES (PROGRESSIVE DISCIPLINE)**

1. Without the consent of the employee and the Union, disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by clear and convincing evidence which supports the recommended disciplinary action.
2. All disciplinary action shall be governed by applicable statutes and provisions of the Agreement. Further, an employee shall be provided with a written charge of wrongdoing, setting forth the specific charges against that employee as soon as possible after the investigation has begun.
3. Any information which may be relied upon to take action against an employee will be shared promptly with said employee and his/her Union representative as soon as possible. Copies of any written information/correspondence that is related to the action of the employee or the investigating administrator(s) will be provided promptly to the employee and his/her Union representative.
4. An employee against whom action is to be taken under this Article and his/her Union representative shall have the right to review and refute any and all of the information relied upon to support any proposed disciplinary action prior to taking such action. To this end, the employee and the Union representative shall be afforded a reasonable amount of time to prepare and present responses/refutations concerning the pending disciplinary action and concerning the appropriateness of the proposed disciplinary action. This amount of time is to be mutually agreed upon by the Parties.
5. Only previous disciplinary actions which are a part of the employee's personnel file or which are a matter of record as provided in paragraph #7 below may be cited if these previous actions are reasonably related to the existing charge.
6. Where just cause warrants such disciplinary action(s) and in keeping with provisions of this Article, an employee may be reprimanded verbally, reprimanded in writing, suspended without pay, or dismissed upon the recommendation of the immediate supervisor to the Superintendent and final action taken by the District. Other disciplinary action(s) may be taken with the mutual agreement of the Parties.
7. Except in cases which clearly constitute a real and immediate danger to the District, a District employee, and/or a child/children, or the actions/inactions of the employee constitute such clearly flagrant ~~and~~ or purposeful violations of reasonable School Board rules and regulations, progressive discipline shall be administered as follows:
  - (A) Verbal Reprimand with a Written Notation. Such written notation shall be placed in the employee's personnel file and shall not be used to the further detriment of the employee, unless there is another reasonably related act by that same employee within a twenty-four (24) month period.
  - (B) Written Reprimand. A written reprimand may be issued to an employee when appropriate in keeping with provisions of this Article. Such written reprimand shall be dated and signed by the giver of the reprimand and shall be filed in the affected employee's personnel file upon a receipt of a copy to the employee by certified mail.



- (C) Suspension without Pay. A suspension without pay by the School Board may be issued to an employee, when appropriate, in keeping with provisions of this Article, including just cause and applicable laws. The length of the suspension also shall be determined by just cause as set forth in this Article. The notice and specifics of the suspension without pay shall be placed in writing, dated, and signed by the giver of the suspension and a copy provided to the employee by certified mail. The specific days of suspension will be clearly set forth in the written suspension notice which shall be filed in the affected employee's personnel file in keeping with provisions of Chapter 119 and 231.291 of the Florida Statutes.
  - (D) An employee may be dismissed when appropriate in keeping with provisions of this Article, including just cause and applicable laws.
8. An employee against whom disciplinary action(s) has/have been taken may appeal through the grievance procedure. However, if the disciplinary action(s) result(s) in either the suspension or dismissal of an employee, then the employee shall have a choice of appeal between either the Department of Administrative Hearings in accordance with Florida Statutes or the grievance procedure outlined in the collective bargaining agreement. Such choice must be exercised within fifteen (15) days of receipt of written notification of disciplinary action being taken, and the District notified accordingly. If the grievance procedure is selected, the grievance shall be initiated at Step Three.