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1-27-17

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL DISTRICT 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 (Reopener)

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Article I - Preamble

This comprehensive Agreement is entered into by the School District of Palm Beach County, Florida, and the Service Employees International Union/Florida Public Services Union (SEIU/FPSU), (Paraprofessional Unit) and was ratified by the SEIU/FPSU on the _____ day of _____ 2017, and subsequently adopted by the School Board on the _____ day of _____ 2017.

The Parties agree to ~~reopen this Agreement in October of 2016 for changes to be effective in 2017 and to reopen the Agreement in October of 2017 for changes to be effective in 2018.~~ These reopen negotiations are limited to negotiating changes in Article 9, Section 1 and Appendix A plus each Party may reopen two (2) additional Articles for each of these two years. Nothing herein prohibits the Parties from opening negotiations in October of 2018 for a successor Agreement to be effective in 2019.

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 agree that nothing herein prohibits FPSU/SEIU from negotiating with the District ~~in 2016 and again in 2017, for changes in 2017 and in 2018 respectively~~ 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 ~~2016~~, the Parties have amended Article 9, Section 1 and Appendix A of the Agreement to be effective January 1, ~~2016~~. Those Pay Rate amendments are made a part of this new ~~three (3)~~ year Agreement.

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

THE FLORIDA PUBLIC SERVICES UNION/
SERVICE EMPLOYEES
INTERNATIONAL UNION:

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA:

Alphonso Mayfield, President

Chuck Shaw, School Board Chairman

Rick Smith, Chief of Staff

Robert M. Avossa, Ed. D., Superintendent

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ARTICLE 9 – SALARY/BENEFITS

SECTION 1 – Wages

The Parties agree to increase the minimum and maximum annual Pay Rates in Appendix A by 2% effective January 1, 2016~~7~~. The new January 1, 2016~~7~~ 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, 2017~~8~~ 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, 2016~~7~~, 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, 2016~~7~~. 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, 2016~~7~~. If after receiving the negotiated wage increase effective January 1, 2016~~7~~, the employee's new Pay Rate is greater than the new maximum annual Pay Rate after it is increased by 2% effective January 1, 2016~~7~~, 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 2% effective January 1, 2016~~7~~, will have his/her current annual Pay Rate increased as set forth in applicable sub-sections A, B, or C above effective January 1, 2016~~7~~ 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 2% effective January 1, 2016~~7~~, 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, 2016~~7~~ through the end of the 2016~~7~~ 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.

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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 thousand seven hundred dollars (\$1,700) 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 dollar (\$1,000) 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.

SECTION 2 – Incentive Awards

Paraprofessionals II shall be entitled to annual Incentive Awards in accordance with the following schedule. It is understood that these Incentive Awards will only continue so long as the employee continues to periodically take refresher courses.

A. Level I – Beginning

Three Years in the System
High School Diploma
Six semester hours or 2 courses in Adult and Vocational Education
Sixty (60) Inservice points
Incentive Award: \$150.00

Level I – Basic

Three years with the system
One year of college (30 semester hours, or 45 quarter hours and/or 5 certificates from a technical center or Adult Education each with a minimum of 24 hours of job related subjects)
Seventy-five (75) Inservice Points
Incentive Award: \$250.00

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B. Level II -Standard

Five years with the system

Two years of college - 60 semester hours or 90 quarter hours

One hundred twenty (120) Inservice Points

Incentive Award: \$350.00

C. Level III - Advanced

Seven years with the system

Three or more years of college - 90 semester hours or more

One hundred twenty (120) Inservice Points

Incentive Award: 450.00

When initially applying for an Incentive Award or when applying for a higher level Incentive Award, the Paraprofessional II shall submit a complete incentive Award Application via PeopleSoft Self Service and forward all original college/university transcripts or other official documentation to "Incentive Awards in care of the Department of Compensation and Employee Information Services" no later than June 30th. The District will review and verify all submitted transcripts and/or other documentation to determine if the employee is eligible to receive an Incentive Award and if so, at which level, Payments of all approved Incentive Awards will be made in a single payment to each eligible Paraprofessional II in November.

To maintain the Incentive Award each year, a minimum of 15 in-service points must be earned each year. The Paraprofessionals II shall annually submit a completed Incentive Award Application via PeopleSoft Self Service no later than June 30th. The District will verify/validate that the employee has earned the required fifteen (15) in-service points.

Payments of all approved Incentive Awards will be made in a single payment to each eligible paraprofessional II in November.

SECTION 3 – Payroll Procedures

- A. Until the District elects to implement a positive pay plan per provisions set forth below, the District will continue a 26 equal pay payroll schedule for employees who work at least a 190 day work 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 date the District is closed, the paychecks will be electronically deposited no later than the Friday pay date the District is closed unless such Friday is a banking holiday. In such cases, the paychecks will be electronically deposited no later than the last preceding banking day. The District will continue a 22 equal pay payroll schedule for employees who work less than a 190 day work calendar and they will have their payroll checks electronically deposited every other Friday on a Friday selected by the District as provide above for employees who work at least a 190 day work calendar. The District will work with employees who do not have an account with a financial institution to establish an account(s) with the Credit Union to provide for these electronic deposits.

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- B. Notwithstanding any prior agreement or any conflicting provision of this Agreement, the District may elect to implement in the future a positive pay plan for category(ies) of employees selected by the District and covered by this Agreement where such selected category(ies) of employees will no longer be paid in either 22 or 26 equal payments, but will be electronically paid the following Friday after each two-week pay period for all hours worked including pay for all approved paid leave and for all overtime worked during that two-week pay period. After the effective date of the District's election to implement any said positive pay plan for any selected category(ies) of employees, the District will have the right to payroll deduct any insurance related deductions due to the District from the affected employee's pay checks in fewer than 22 or 24 deductions during a calendar year to lessen any negative financial impact on employees when there may be substantially fewer work days in a pay period than normal. If the District makes such an election, the number of deductions may be fewer than 22 or 24, but the amount of each deduction will be proportionately larger. The District will make all reasonable efforts to communicate in advance with the Union and with all affected employees to inform them of the effective date of any such positive pay election and to inform them on which pay dates such insurance related deductions will be made and on which pay dates deductions will not be made, if any. The total calendar year amount deducted for these insurance related deductions will not be greater than what the deductions would have been on a 22 or 24 equal deduction plan during any calendar year. Nothing herein requires the District to implement a positive pay plan for all employees covered by this Agreement at the same time. The District may elect to phase-in implementation of a positive pay plan for different District selected categories of employees covered by this Agreement on different dates.
- C. The Parties recognize the right of the District to require the electronic deposit of all employees' paychecks as set forth above; however, the District has not mandated such electronic deposits and will not do so without first giving the Union and each affected employee at least forty-five (45) calendar days advance notice of its intent to implement electronic deposits for all employees. The District will work with employees who do not have an account with a financial institution to establish an account(s) with the Credit Union to provide for these electronic deposits. Until such time the District requires electronic deposits of all employees' paychecks, those employees who do not have electronic deposit will be paid via US Mail so that they receive their mailed paychecks on or soon after the normal Friday pay date. Those employees who select electronic deposit of their paychecks will maintain that means of receiving their pay and may not revert to any other means of being paid.
- D. The District will implement a paperless payroll effective January 1, 2011 whereas employees will not receive a paper pay stub, but will be able to access payroll stub and other payroll information including their Federal W-2 Annual Earnings Statement 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 Federal W-4 Form.
- E. The Union is invited to appoint two (2) representatives to provide input on topics that will be addressed by the District's ad hoc Payroll Advisory Committee. One topic of the ad hoc Payroll Advisory Committee will be to make an annual recommendation to the Chief Operating Officer of the first Friday paycheck date of each school year for employees who

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are less than 12-month employees. Another topic to be addressed by this ad hoc Committee will be to recommend to the District the best means of communicating in advance with all employee groups the payroll schedules for the ensuing school year. To that end, such Union representatives will be provided a TDE at District expense to attend meetings of this Committee when such meetings are scheduled during regular duty hours.

SECTION 4– Early Childhood Professional (ECP) II & III Reimbursement Program

The Parties agree that the District will reimburse full-time Early Childhood Professionals (ECP) II and III up to \$200 for educational school supplies purchased by the ECP II or III and used for the benefit of his/her prekindergarten 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, and no later than April 30 during any Fiscal Year.

SECTION 5 – Educational Interpreters Annual Credentialing Stipends

<u>Job Code</u>	<u>Position</u>	<u>Annual Credentialing Stipend</u>
9160	Educational Interpreter for the Deaf & HOH non-level	N/A
9170	Educational Interpreter for the Deaf & HOH Level I	\$ 500
9180	Educational Interpreter for the Deaf & HOH Level II	\$1,000
9190	Educational Interpreter for the Deaf & HOH Level III	\$2,000
9200	Educational Interpreter for the Deaf & HOH Level IV	\$3,000
9200	Educational Interpreter for the Deaf & HOH Level IV (RID*)	\$4,000

*RID (Registry of Interpreters for the Deaf)

Payment of these stipends will be made after the end of the school year to eligible interpreters who are assigned to the above job codes/positions that school year. T

o earn the full stipend, the employee must have worked for the District for the entire school year. A prorated stipend will be paid to interpreters based on 1/190 of the stipend for each day on paid status as an interpreter during the school year.

The interpreter must have maintained any existing credentials, or obtained a higher interpreting credential during the school year. An interpreter obtaining a higher credential during the school year will receive the higher stipend for that credential.



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The Parties further agree that stipends will be provided until either Party gives written notice to the other that such annual stipends will be discontinued. Such written notice must be provided to the other Party no later than August 1 of the fiscal year the stipends will be discontinued.



FPSU Salary Schedule
Annual Rates by Job Pay Level

DRAFT

APPENDIX A

SALARY SCHEDULES

Effective January 1, 2017

JOB LEVEL (Range minimums increase 2%, range maximums increase 2%)																										
		5		6		7		8		9		10		11		12		13		14		15		16		
Days	Hrs	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Days
180	8	15,308	26,653	15,740	28,685	16,353	30,870	17,880	33,224	19,562	35,745	21,396	38,480	23,396	41,399	25,583	44,561	27,981	47,954	30,595	51,607	33,468	55,534	36,600	59,766	180
182	6	11,608	20,211	11,936	21,753	12,401	23,409	13,559	25,194	14,835	27,107	16,225	29,181	17,744	31,394	19,400	33,793	21,220	36,367	23,201	39,136	25,380	42,113	27,756	45,324	182
182	8	15,478	26,949	15,915	29,003	16,534	31,212	18,079	33,592	19,779	36,142	21,633	38,907	23,656	41,858	25,867	45,058	28,292	48,487	30,934	52,181	33,839	56,151	37,007	60,430	182
187	4	7,952	13,845	8,176	14,901	8,496	16,037	9,290	17,259	10,162	18,568	11,114	19,989	12,155	21,505	13,290	23,148	14,535	24,910	15,893	26,808	17,385	28,847	19,013	31,046	187
187	8	15,903	27,688	16,352	29,800	16,989	32,070	18,577	34,515	20,322	37,134	22,227	39,976	24,308	43,009	26,577	46,294	29,069	49,818	31,784	53,614	34,769	57,695	38,023	62,092	187
190	8	16,158	28,133	16,614	30,278	17,261	32,585	18,874	35,069	20,648	37,731	22,584	40,618	24,697	43,699	27,004	47,038	29,536	50,619	32,294	54,474	35,327	58,619	38,634	63,086	190
193	8	16,413	28,577	16,876	30,757	17,534	33,099	19,172	35,623	20,975	38,326	22,940	41,259	25,087	44,389	27,430	47,780	30,003	51,419	32,805	55,333	35,885	59,545	39,244	64,083	193
196	6	12,501	21,766	12,854	23,427	13,354	25,211	14,603	27,132	15,977	29,193	17,473	31,427	19,109	33,809	20,892	36,392	22,853	39,163	24,986	42,147	27,332	45,353	29,891	48,810	196
196	8	16,668	29,021	17,139	31,234	17,807	33,615	19,470	36,176	21,300	38,923	23,297	41,900	25,477	45,078	27,856	48,523	30,469	52,217	33,314	56,194	36,442	60,470	39,855	65,080	196
206	8	17,519	30,502	18,013	32,828	18,714	35,329	20,464	38,022	22,386	40,908	24,486	44,038	26,777	47,377	29,278	50,999	32,023	54,881	35,014	59,062	38,301	63,555	41,888	68,400	206
12 mo	8	21,840	34,928	22,161	37,591	22,383	40,458	23,431	43,543	25,630	46,861	28,031	50,434	30,659	54,275	38,530	58,411	36,674	62,862	40,108	67,650	43,867	72,802	47,977	78,348	12 mo

Starting Pay When Different From Pay Grade Level Minimum

<u>Code</u>	<u>Min</u>	<u>Job Title</u>	<u>Min Salary</u>	<u>Code</u>	<u>Job Title</u>	<u>Min Salary</u>	<u>Code</u>	<u>Educ Interpreters</u>	<u>Min Salary</u>
33190	\$14.28	Bus Driver I	\$20,563	83160	Plumber	\$35,795	91600	Educ Interpreter (NL)	\$21,812
								For 190 days @ 7.5 hours:	\$20,449
31600		Cust. Foreperson I	\$23,658	83560	HVAC Technician	\$35,795	91700	Educ Interpreter I	\$25,167
								For 190 days @ 7.5 hours:	\$23,594
31620		Cust. Foreperson II	\$24,601	82350	Trans Equip Mech I	\$32,949	91800	Educ Interpreter II	\$30,199
								For 190 days @ 7.5 hours:	\$28,312
62055		Acad. Success Tutor	\$21,840	82400	Trans Equip Mech II	\$35,877	91900	Educ Interpreter III	\$38,113
								For 190 days @ 7.5 hours:	\$35,731
				82450	Trans Equip Mech III	\$39,059	92000	Educ Interpreter IV	\$46,923
								For 190 days @ 7.5 hours:	\$43,990
								BAS & RID - Educ Interpreter IV	\$53,125
								For 190 days @ 7.5 hours:	\$49,805