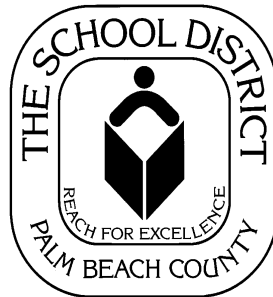


**AGREEMENT
BETWEEN**

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

AND

**SEIU/FLORIDA PUBLIC SERVICES UNION
SUPERVISORY**



January 1, 2009 – December 31, 2011

The School Board of Palm Beach, County, Florida



Monroe Benaim, M.D.

District 1

Paulette Burdick

District 2

Monroe Benaim, M.D.

District 3

William Graham, Chair

District 4

Frank Barbieri, Esquire

District 5

Sandra Richmond, Ed.D., Vice-Chair

District 6

Debra L. Robinson, M.D.

District 7

Arthur C. Johnson, Ph.D.

Superintendent of Schools

DISTRICT BARGAINING TEAM

James Hayes, Jr., Chief Negotiator, Labor Relations
Van V. Ludy, Co-Chief Negotiator, Labor Relations
Judy Davis, Executive Secretary, Labor Relations



Yevola Falana, Director, Transportation Department

Steve Backhus, General Manager
Facilities Operations

Pete Didonato, General Manager
Transportation Department

James Davis, Personnel Compliance Manager
Facilities Operations

Lori Dornbusch, Manager, Site Based Operations
School Food Service

Mark Mitchell, Director
Compensation & Human Resources Planning

Maryse Glaze, Manager, Human Resources-Noninstructional
Recruitment & Retention

Mike Burke, Chief Financial Officer, Financial Management

SEIU/FPSU BARGAINING TEAM

Carl Booth, Chief Negotiator
Frank Sosa, Union Administrator

Cheryle Davis-Darrell, Child Development Associate III, Royal Palm School

Bobby McGehe, Supervisor, Facilities Operations

Cesar Carrillo, Mechanic, Transportation Department

Lovie Fulse, Bus Driver, Transportation Department

Angela Aikens, Custodian, Poinciana Elementary School

Margaret L. Miller, Bus Driver, Transportation Department

Vergia Virgil, Bus Driver, Transportation Department

Robin Brown, Child Development Associate III
DD Eisenhower Elementary School

Maria Perez, Bus Driver, Transportation Department

Monica Orellana, Custodian, Cholee Lake Elementary School

Pauline Cochran, Bus Driver, Transportation Department

John LaCroix, Facilities Operations

Kenny Reyes, Custodian, Santaluces High School

Ethleen Page, Bus Driver, Transportation Department

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ARTICLE 1 - 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), and was ratified by SEIU/FPSU on the 27th day of February 2009, and subsequently adopted by the School Board on the 11th day of March 2009.

Unless otherwise stated herein, this Agreement shall be effective upon ratification by SEIU/FPSU and approval of the District’s School Board and shall continue in effect through December 31, 2011. During the term of this Agreement, either party may reopen the Contract as follows: In September of 2009 either party may reopen Article 9 - Salary/Benefits and select two (2) additional Articles each to renegotiate. In September of 2010 either party may reopen Article 9 - Salary/Benefits and select two (2) additional Articles each to renegotiate

The parties agree that nothing herein prohibits the opening of negotiations by either party in September of 2011 for a successor Agreement prior to the expiration of this Agreement. The parties further agree that nothing herein prohibits SEIU/FPSU from negotiating with the District annually in 2009, 2010 and 2011 on the additional cost of health premiums for calendar years 2010, 2011 and 2012, and on other mutually agreed upon benefit changes in coalition bargaining with the other employee organizations recognized by the District’s School Board as provided herein.

IN WITNESS WHEREOF, the aforesaid parties have hereunto executed this agreement on the 11th day of March, 2009.

THE SERVICE EMPLOYEES
INTERNATIONAL UNION/FLORIDA
PUBLIC SERVICES UNION

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

Carl Booth, Chief Negotiator

James Hayes, Jr., Chief Negotiator

Frank Sosa, Union Administrator

Van V. Ludy, Co-Chief Negotiator

William Graham, School Board Chairman

Arthur C. Johnson, Ph.D., Superintendent

ARTICLE 2 - DEFINITIONS

The following list of terms will be used frequently in this agreement, and whenever they are used will refer to the definitions described below unless otherwise stipulated.

1. **"EMPLOYEE"** - A full or part-time person on a regular, interim, or probationary appointment who is eligible for membership in the bargaining unit. As used in this agreement, "employee" does not mean substitutes or temporary employees.
2. **"BOARD or DISTRICT"** - The School District of Palm Beach County, Florida, its administrative representatives or agents.
3. **"SCHOOL SYSTEM"** - The School District of Palm Beach County, Florida.
4. **"SUPERINTENDENT"** - The Superintendent of Schools of Palm Beach County, Florida, or his/her designated representative.
5. **"THE UNION OR "SEIU/FPSU"** - The SEIU/Florida Public Services Union, its representatives or agents.
6. **"UNION REPRESENTATIVE"** - The President, Business Agent or designated representative.
7. **"MANAGEMENT AND SUPERVISORY EMPLOYEES"** - Supervisors of employees and such other School Board employees so designated by the School Board, having authority in the interest of the School Board to hire, transfer, suspend, lay off, recall, promote, discharge, demote, assign, reward or discipline other employees, or the responsibility to direct them, schedule their work, evaluate or report on their performance, to adjust grievances, or to recommend effectively such action or actions.
8. **"COLLECTIVE BARGAINING"** - The mutual obligation of the Board and the bargaining agent of the Brotherhood to meet at reasonable times, to negotiate in good faith, and execute a written contract with respect to agreements reached.
9. **"COMMISSION"** - The Public Employees Relations Commission (PERC) created by Florida Statute 447, Part II, Chapter 74-100.
10. **"PUBLIC EMPLOYEES RELATIONS ACT (PERA)"** - Florida Statute 447.
11. **"DAY"** - Unless otherwise specified in this agreement, "day" shall mean an employee work day.
12. **"FMCS"** – FEDERAL MEDIATION AND CONCILIATION SERVICE

ARTICLE 3 - RECOGNITION

SECTION 1. Purpose

SEIU/FPSU recognizes the School Board as the elected representatives of the people of Palm Beach County and the legally constituted authority responsible for the operation of the county school system.

The District recognizes SEIU/FPSU as the exclusive bargaining agent with respect to wages, hours, terms, and other conditions of employment covering supervisory employees in Transportation, School Food Service, Custodial, and Facilities Operations, as specified in the Public Employees Relations Commission Order dated and modified May 23, 1983, and most recently modified by PERC Order No. 07E-209 dated September 11, 2007, which includes:

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This group includes, but is not limited to, Custodial Forepersons I, II, III, IV & V, and other Foreperson job classifications.

JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
31600	FOREPERSON - CUSTODIAL I	7
31620	FOREPERSON - CUSTODIAL II	8
31640	FOREPERSON - CUSTODIAL III	9
31660	FOREPERSON - CUSTODIAL IV	10
81060	FOREPERSON - GROUNDS	10
81810	FOREPERSON - SITE CONSTRUCTION	10
31680	FOREPERSON - CUSTODIAL V	11
31910	FOREPERSON - INVENTORY CONTROL	12
31920	FOREPERSON - MATERIAL HANDLING	12
31930	FOREPERSON - MAIL SERVICE	12
31970	FOREPERSON - SUPPLY WAREHOUSE	12
80900	FOREPERSON - APPL & REFRIG TECH	12
81160	FOREPERSON - IRRIGATION SYSTEMS	12
81360	FOREPERSON - PAINTER	12
81460	FOREPERSON - PEST CONTROL	12
81850	FOREPERSON - WINDOW AND LOCK	12
31990	FOREPERSON - INSTRCTNAL MATERIALS	13
80960	FOREPERSON - CARPENTER	13
81210	FOREPERSON - LANDSCAPE (GENERAL)	13
81250	FOREPERSON - TRANSPORTATION SHOP I	13
81260	FOREPERSON - M & PO EQUIPMENT MECH	13
81400	FOREPERSON - PAINT AND BODY SHOP	13
81560	FOREPERSON - PLUMBER	13
81660	FOREPERSON - ROOFER	13
81710	FOREPERSON - SHEET METAL/WELDING	13
31870	FOREPERSON - ELECTRONIC EQUIPMENT	14
31950	FOREPERSON - MULTI-TASK	14

JOB CODE	CLASSIFICATION TITLE GRADE LEVEL ORDER	GRADE LEVEL
32130	LEADER - PROJECT TASK	14
32150	LEADER - SUPPLY TASK	14
32170	LEADER - PORTABLE CLASSROOM TASK	14
81010	FOREPERSON - ELECTRICIAN	14
81300	FOREPERSON - TRANSPORTATION SHOP II	14
81610	FOREPERSON - PREV MAINT (GENERAL)	14
81760	FOREPERSON - SITES (GENERAL)	14
83810	TECH - LANDSCAPE/SITES (LEAD)	14
31460	LEADER - COMMUNICATIONS TASK	15
31500	LEADER - COMP REPAIR/NETWORK TASK	15
32210	LEADER - SECURITY SYSTEMS TASK	15
80210	LEADER - CONSTRUCTION TASK (ELEC)	15
80260	LEADER - CONSTRUCTION TASK (STRUCT)	15
82160	LEADER - WORK RESPONSE TASK	15
30540	ANALYST - LOCAL AREA NETWORK	16
30860	ANALYST - WIDE AREA NETWORK	16
33650	SUPERVISOR - REDISTRIBUTION WRHSE	16
34450	TECH - ELECTRICAL/ELECTRONIC SYST (SR)	16
83860	TECH - LANDSCAPE/SITES (SENIOR)	16
83910	TECH - MECHANICAL SYSTEMS (SR)	16
84260	TECH - STRUCTURAL SYSTEMS (SR)	16

EXCLUDED:

All other positions of the School Board of Palm Beach County, Florida.

ARTICLE 4 - COLLECTIVE BARGAINING PROCEDURE

SECTION 1. Purpose

The process described in the agreement is dependent upon mutual understanding and cooperation. It, therefore, requires a free and open exchange of views with all parties participating in negotiations. Both parties agree to meet at reasonable times and places and to negotiate in a good faith effort to reach agreement on matters of mutual concern.

SECTION 2. Representation

- A. Members of the District or their designated representatives and representatives who are employees of the Palm Beach County School System and named by SEIU/FPSU shall meet for the purpose of negotiating an agreement. The Chief Negotiator for the employees shall be an employee of SEIU/FPSU or representative as assigned to represent this local. Neither party will attempt to exert any control over the other's selection of its representatives.
- B. Consultants may be called upon by either party, at their own expense, for the express purpose of presenting data and evidence on any matter being considered by the representatives of the parties.
- C. No adverse action of any kind shall be taken by the Board or by any member of the administration against any member of the bargaining unit or by SEIU/FPSU. No adverse action shall be taken by any non-instructional employee in the bargaining unit against the Superintendent or the District by reason of participation in negotiations.

SECTION 3. Scope of Negotiations

The District and SEIU/FPSU agree to negotiate those items as prescribed by law.

SECTION 4. Public Records

Both the District and SEIU/FPSU agree to negotiate in good faith. Upon receipt of a written request from SEIU/FPSU, the District shall make available such documents as defined by Chapter 119, Florida Statutes, to be "Public Records". The parties agree that documents copied pursuant to a written request for public documents during negotiations under this section will be provided at no charge.

SECTION 5. Request for Annual Negotiations

- A. If either party desires to amend or modify any of the terms or conditions of this agreement, they shall notify the other party in writing, no later than September 1, in accordance with the Preamble of this agreement. At the meeting immediately following, both parties shall submit complete written proposals. Items which the parties agree to shall be initialed as tentative agreement(s) unless the parties agree otherwise.
- B. Meetings, by mutual agreement, shall be scheduled during the normal work day whenever possible; and release time without loss of pay shall be arranged when meetings are held during the regular work day. When substitutes are used, the cost of substitutes shall be borne by SEIU/FPSU.

ARTICLE 4 - COLLECTIVE BARGAINING PROCEDURE

SECTION 5. Request for Annual Negotiations (cont'd)

- C. SEIU/FPSU or the District shall have the right to negotiate any subject, as heretofore defined in Scope of Negotiations, at any time by mutual consent of the parties.

SECTION 6. Ratification

When a tentative agreement is reached, it shall then be made and submitted for ratification by SEIU/FPSU membership within twenty (20) days. After ratification, the agreement shall then be submitted for adoption by the School Board at a scheduled meeting within twenty (20) days. The agreement shall be ratified and adopted in whole and no provision shall become effective until ratified by both parties.

SECTION 7. Impasse

Either party may declare impasse as provided under PERA with the resolution to follow PERA guidelines.

ARTICLE 5 - UNION RIGHTS AND PRIVILEGES

SECTION 1. SEIU/FPSU Representation

- A. SEIU/FPSU, as representative of the employees covered in this agreement, shall have the right to present, at reasonable time, its views to the District on matters of employment either orally or in writing. While it is agreed that the views presented shall have no binding effect on the District, it is believed that this process could produce a more efficient work process and improve employer-employee relations.
- B. The District recognizes the right of SEIU/FPSU to designate stewards and chief stewards from among the regular full-time employees of the District. SEIU/FPSU shall furnish written notice to the Department of Labor Relations of such designated stewards and chief stewards prior to their assuming office. SEIU/FPSU shall also furnish to the Department of Labor Relations a list of its current officers.
- C. Non-employee Union representatives shall also be certified, in writing, to the Department of Labor Relations. The Union agrees that the activities of both Union stewards and non-employee Union representatives shall be carried out in such a manner as not to interfere with the normal operations of the School District. Non-employee Union representatives shall not contact employees, including stewards during regular working hours, except as provided for in Article 6, Section 1 B.

SECTION 2. Matters Appropriate for Consultation

- A. Matters appropriate for consultation between the Union and the District include items of mutual concern. For the purpose of this agreement, consultation is defined as mutual discussion of matters appropriate for consultation in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the bargaining unit. Consultation should involve Union issues as opposed to individual complaints. Both parties agree that the language of this section and article do not expand the Scope of Negotiations as defined in Article 4.
- B. Consultation meetings between Union representatives and the District shall be arranged by the Department of Employee Relations or designated representative upon the request of either party.
- C. Arrangements for any consultation meeting shall be made five (5) calendar days in advance, whenever possible, and an agenda of matters related to the meeting shall be presented, in writing, at the time a consultation meeting is requested. Matters taken up on consultation meetings shall be included in the agenda and Union representatives shall be limited to no more than four (4) at any one meeting.
- D. When contact is required by the Union President or local Union Administrator with the District on matters within the scope of this section, the point of contact is the Department of Labor Relations. Where contact is required by the District with SEIU/FPSU, the point of contact is the Union President, local Union Administrator or designee.

SECTION 3. Leave Time for SEIU/FPSU Representatives

- A. Employee/Representative Assignment to Temporary Duty -- SEIU/FPSU may request and the District may grant temporary duty elsewhere to an employee/representative of SEIU/FPSU during his/her term of office. All benefits enjoyed by a member of the bargaining unit shall be continued and accrued to the individual

ARTICLE 5 - UNION RIGHTS AND PRIVILEGES

SECTION 3. Leave Time for SEIU/FPSU Representatives (cont'd)

while on leave under this provision. SEIU/FPSU shall provide the District with revenue to pay for the employee/representative's salary, taxes, retirement and fringe benefits and, in return, the District shall issue regular pay warrants to the employee/representative during his/her term of office. SEIU/FPSU shall inform the District of the date of the employee/representative's term of office so as to establish the commencement of the temporary duty elsewhere.

- B. SEIU/FPSU and the District shall enter into a yearly contract prior to the granting of the leave, and the contract shall stipulate the conditions of the leave along with the terms outlining the procedure which SEIU/FPSU will follow in reimbursing the District. Leave covered by this provision shall not be less than one year in duration.

SECTION 4. SEIU/FPSU Convention

Any member of SEIU/FPSU serving as a delegate to a Union state or national convention, as an official representative of the local unit, or to state/district SEIU/FPSU workshops shall be authorized paid temporary duty elsewhere (TDE) leave. SEIU/FPSU shall reimburse the District at the effected employee's daily rate of pay plus fringe benefits for all time lost. Each TDE shall be submitted with a Union check to cover the total cost. Such leave shall be arranged with the principal or department director and shall be authorized by the Chief of Human Resources.

SECTION 5. Extended Leave Provisions

Consistent with the accomplishment of the mission of the district, an officer of SEIU/FPSU may be granted extended periods of temporary duty elsewhere to engage in legitimate activities of the SEIU/FPSU. Such leave shall be arranged through the principal or department director, and approved by the Chief Personnel Officer and the Superintendent. SEIU/FPSU agrees to reimburse the District at the daily rate including fringe benefits for all time lost. Each TDE shall be submitted with a check to cover the total cost.

SECTION 6. Dues Deductions

- A. For an annual fee of \$100.00 the District agrees to deduct from the wages of non-instructional personnel who are members of SEIU/FPSU the dues of SEIU/FPSU as such employees voluntarily and individually authorize on forms provided by SEIU/FPSU and consistent with the requirements of the automated payroll system.
- B. SEIU/FPSU recognizes this is a privilege granted by the District, and agrees that the District has full authority to discontinue this service at any time if SEIU/FPSU violates the laws of the State of Florida in connection with their activity as representatives of employees of the Palm Beach County Schools. SEIU/FPSU and the District recognize that this is a voluntary action on the part of the employees, and that neither party recognizes this as a dues check off plan. The parties agree to discuss and set-up check off in levels or percentage.

ARTICLE 5 - UNION RIGHTS AND PRIVILEGES

SECTION 6. Dues Deductions (cont'd)

- C. SEIU/FPSU and its members agree to indemnify and hold harmless the District, each individual Board member, the Superintendent and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this section.

See Appendix A for Dues Deduction Form.

SECTION 7. The Use of School Buildings

SEIU/SEIU/FPSU shall be allowed the use of school buildings without charge for official Union business. A Union designated representative upon giving three (3) days notice to the supervising administrator or principal will be permitted to schedule a Union meeting at the work location, provided the meeting does not interfere with the employee's duty time. The costs associated with the custodian to open and lock up on weekends shall be paid by SEIU/SEIU to the district. Any amounts shall include the legally required amount of retirement, FICA, etc.

SECTION 8. Labels and Print-Outs

Upon receipt of a written request of the Union, the District shall furnish the Union, up to two times within any 12-month period, with a print-out listing all employees who are a part of the Union's bargaining unit including their work locations and home addresses at no charge. In addition, upon receipt of a written request of the Union, the District shall furnish the Union, up to two times during any 12-month period, with gummed mailing labels, by zip code, containing the names and home addresses of all employees who are a part of the Union's bargaining unit.

SECTION 9. Copies

Copies provided to the Union shall be charged at the rate of \$.15 per single sided sheet and \$.20 per doubled sided sheet in accordance with Florida Statute, Chapter 119.

SECTION 10. Surplus District Computers

If it is determined by the District that surplus District computers can be sold to the Union in keeping with all applicable laws and without violating any contractual agreements with any other agency or any School Board Policy(ies), representatives of the District and the Union will meet to negotiate a sales contract between the parties relating to the Union's purchase of surplus District computers.

ARTICLE 6 - EMPLOYEE RIGHTS

SECTION 1. Employee Rights

- A. Any employee eligible for the unit shall have the right to SEIU/FPSU representation, if the employee desires to meet and consult with any supervisory or managerial official, via the appropriate chain of command, by appointment.
- B. Employees shall conduct SEIU/FPSU activities at times other than working hours. However, in emergency or hardship cases and upon expressed permission of immediate supervisor, employees of the unit shall have the right to briefly contact their steward or other SEIU/FPSU representative during regular working hours. Permission shall not be unduly withheld, provided such communication shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the District.

SECTION 2. Union Buttons

Employees shall be permitted to wear union buttons while performing work as long as it does not create a safety or health problem or disrupt the normal work operation. The Union will be permitted annually to designate nine (9) Union Days and on these days employees will be allowed to wear Union shirts. The requested designated days shall be submitted to and reviewed by the Chief Operating Officer before they are announced to employees by the Union. In addition, the Union may petition the Chief Operating Officer for additional day(s).

SECTION 3. Work Related Information

Information relating to Workers' Compensation will be posted on bulletin boards accessible to employees along with other legally required informational postings. In addition, from time to time the District may, but is not required to provide employees with informational leaflet(s) regarding retirement, In-line-of-Duty injuries/leave, Workers' Compensation, and other work related information.

SECTION 4. Vandalism to Vehicle

If an employee's vehicle is vandalized or damaged during an act of nature while on the property of the District and the employee is on active duty or is on an approved TDE for District purposes, the employee will be reimbursed for the damage to the vehicle when it is determined that the vandalism or damage occurred on District property. Such determination may be made by a School Police Officer, witness testimony or apprehension of the person(s) responsible for the damage. The maximum total liability of the district under this provision will be two hundred fifty dollars (\$250.00) per occurrence, less any amount reimbursable by insurance. The maximum total liability of the District for the bargaining unit will be seven thousand five hundred dollars (\$7,500) per school year (July 1-June 30).

SECTION 5. Privacy

The parties agree that to the extent possible, communications at the work place that relate directly to an individual employee's evaluation, a pending grievance of an individual employee, an investigation into the alleged wrong-doing by an individual employee, disciplinary action that is being directed to an individual employee, and/or a management directive being given to an individual employee should be conducted in private, not shared with other employees, and kept confidential. Both management personnel and affected

ARTICLE 6 - EMPLOYEE RIGHTS

SECTION 5. Privacy (Cont'd)

employees are admonished to keep these matters confidential and private to the extent permitted by Florida Statutes, School Board Policies and/or Administrative Directives. Nothing herein should be construed to allow an employee and/or manager to refuse to cooperate with and/or to refuse to provide information/testimony to authorized District personnel, law enforcement personnel and/or other personnel authorized by law or regulation to conduct an investigation into matters that may affect an employee(s) of the District or a student(s) who attends a District school or a Charter school.

SECTION 6. Quality Public Service Councils

In order to provide a means for continuing and improved communications; to serve as a forum for discussing and initiating programs designed to generate cost savings without a reduction in public service and to enhance the skills, training and job satisfaction of workers; Quality Public Service Councils will be established in each of the following functional areas: custodial, food service, transportation, maintenance, technology and ECPs/Paraprofessionals. Upon mutual agreement of the parties, additional Councils may be formed should the parties agree to establish Councils for sub-function areas.

Three (3) representatives from each functional area, selected by the Union, will meet with three (3) managers in these respective functional areas a minimum of three (3) times per school year, one meeting to be held within sixty (60) days after the beginning of the school year, and others to be held between November 1 and April 30 of each school year. Additional meetings may be held upon mutual agreement of the parties. The Union will select from among its three (3) representatives a co-chair and management will also select a co-chair from among its three (3) representatives. The co-chairs will be jointly responsible for establishing the agenda for each Council meeting in advance and shall alternate each meeting as the Chair of the Council. The co-chair who is not chairing the Council meeting will be responsible for taking the minutes of that Council meeting. After the meeting, the co-chairs will review, finalize and will both sign those minutes and then share them with the Council members, with the employees and managers being represented by that Council as well as with the Chief Operating Officer and the Superintendent of Schools.

To assure that those appointed have the authority to make decisions concerning topics that may be on the Council's agenda, either the Director or a manager who is a direct report to the Director will be appointed by management as one of its three (3) appointees to serve on the Council.

The Councils may discuss issues which could result in an improved quality of work life both on the job and after work hours, as well as improving the quality of work performed and employee training programs. The Councils may also discuss other matters mutually agreed upon by the parties; however Council meetings are for the purpose of positive programs and results and are not meant to become gripe sessions for either workers or managers. Whoever is serving as Chair of a Council meeting shall admonish and declare out of order any member who would use a Council meeting as a forum to criticize an employee or a manager. In addition, there will be no retaliation taken against a Council member for reason of that member expressing in good faith his/her ideas and opinions to promote the functions of the Council.

Council meetings are not intended to bypass the Collective Bargaining process or the Grievance Procedure; however, a Council has the right to jointly develop written bargaining proposal(s) on relevant subjects along with written rationale for the proposal(s) and may request the Union and the District to place such joint

ARTICLE 6 - EMPLOYEE RIGHTS

SECTION 6. Quality Public Service Councils (Cont'd)

proposal(s) on the bargaining agenda for the next round of bargaining between the parties.

ARTICLE 7 - EMPLOYEES CONTRACTUAL RIGHTS

SECTION 1. Probationary Employees

- A. All newly hired or rehired employees are subject to a probationary period of ninety (90) workdays.
 - 1. Employees who have not completed such period of employment may be discharged without recourse.
 - 2. Probationary employees shall not be eligible for any type of leave except accrued sick leave or short term unpaid leave (due to illness) not to exceed five (5) days.

SECTION 2. Permanent Employees

- 1. Upon successful completion of the probationary period by the employee, the employee status shall be continuous unless the Superintendent terminates the employee for reasons stated in Article 17 - Discipline of Employees (Progressive Discipline).
- 2. In the event the Superintendent seeks termination of a continuous employee, the School Board may suspend the employee with or without pay. The employee shall receive written notice and shall have the opportunity to formally appeal the termination. The appeals process shall be determined in accordance with Article 17 - Discipline of Employees (Progressive Discipline).

SECTION 3. Accident Review Committee

- 1. The parties agree that any Union member who is asked to appear before the District's Vehicle Accident Review Committee may have Union representation at that meeting.
- 2. The parties further agree to form a joint study committee comprised of three (3) appointees from each party to study, review and make recommendations for changing the current procedures to the President of the Union and to the Chief Operating Officer of the District. The Committee will be formed no later than January 1, 2011 with a target date of March 30, 2011 to complete its tasks.

ARTICLE 8 - MANAGEMENT RIGHTS

SEIU/FPSU and its members recognize the responsibility of the District to operate and manage its affairs in all respects in accordance with its responsibilities as established by law and as delegated by the State Board of Education; and the powers of authority which the District has not officially agreed to share by this agreement are retained by the District. It is the right of the District to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the District manage and to direct its employees, establish reasonable rules and procedures, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of this agreement in force.

The District has the sole authority to determine the purpose and mission and the amount of the budget to be adopted by the School Board. The District and SEIU/FPSU agree that the District has and retains unaltered, its legal right to select, assign, reassign, or relocate any of its employees, and to carry out its mission under the law and State Board of Education Regulations, unless otherwise specifically enumerated herein.

Except to the extent it has been done prior to May 26, 1998, no bargaining unit work which would result in the loss of jobs by members of the bargaining unit shall be contracted out without prior consultation with the Union.

It is understood that changes under this Article may not be arbitrary and capricious, and it is agreed that the District has those rights which are enumerated within Florida Statute 447; however, nothing herein shall relieve the parties of their ability to request impact bargaining.

ARTICLE 9 - SALARY/BENEFITS

SECTION 1. Wages

The parties agree to continue the January 1, 2009 salary schedules for the period January 1, 2010 through December 31, 2010. The base salary of a bargaining unit member as of December 31, 2009 shall be the base salary paid to said member for 2010. The January 1, 2010 salary schedules are attached as Appendix A. The parties agree that these salary schedules are not subject to further modification or change until January 1, 2011, and further agree that future modifications or changes to these salary schedules will be effective on January 1, of any given year unless otherwise agreed to by the parties.

After Union ratification and School Board approval of the negotiated amendments to the 2009-2011 Labor Contract, the District will pay a one-time bonus of \$500.00, minus standard deductions, to each half-time through full-time bargaining unit employee who was on active status for at least 91 days during school year 2009-2010 and who remains a half-time through full-time employee of the District on the date this Agreement is approved by the School Board. The District will strive to make these bonus payments before the end of calendar 2010. It is understood that an employee who may receive or who has received a one-time bonus in calendar 2010 by virtue of being in another bargaining unit not represented by SEIU-FPSU, will not receive and is barred from receiving a bonus under the provisions of this agreement.

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.

SECTION 2. 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.

Should the Superintendent determine a higher 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, SEIU/FPSU will be notified.

SECTION 3. Use of Personal Car

All employees authorized to use personal cars for approved transportation in the course of District business shall be paid in accordance with established School Board policies.

SECTION 4. Promotion/Reclassification

When an employee is promoted to a position in a higher classification level, the employee will be placed within the appropriate classification level which will provide a daily rate increased of five percent (5%) above the annualized base salary including any leadership supplement the employee received in the previous position, or the new minimum, whichever is greater.

When an employee is promoted to a higher classification, he/she shall be subject to a 90 working day probationary period in that position. During this promotional probationary period, the District will provide

ARTICLE 9 - SALARY/BENEFITS

SECTION 4. Promotion/Reclassification – (cont'd)

written feedback to the employee regarding his/her conduct/performance. At any time during the 90 working day promotional probationary period, either the District or the employee can cancel the promotion for any or no reason. The decision not to continue an employee in the promoted position and/or the written feedback shall not be the subject of a grievance procedure.

If an employee fails to satisfactorily complete the 90 work day probationary period, the employee will be reassigned to the same position occupied prior to the promotion, if available. If no vacancies exist in the same job classification at his/her previous work site, the employee will be assigned as follows:

- 1) if the original position is not available, he/she shall be assigned to a position in the same trade, at the same salary/benefits level received prior to the promotion, but possibly in another location; and
- 2) if the same position is not available in any location, he/she shall be assigned to a position at the same salary/benefits level received prior to the promotion.

In the event the employee is assigned as provided in number 2 and the employee's original lower level position becomes available, the employee has a one-time option of returning to that position provided the original lower level position becomes available within 12 months of the date the employee vacated the promoted position.

SECTION 5. Transfer within the Classification

When an employee is transferred from one position to another position in the same classification level, the employee's hourly rate shall remain the same.

SECTION 6. Voluntary or Involuntary Transfer to Lower Level Position

With the approval of the District, an employee may voluntarily accept an assignment to a lower level position he/she previously held in the District. The employee will be placed at the same step he/she held in the previous lower level position.

Involuntary Transfers To A Lower Level Position

When an employee is involuntarily assigned to a lower level position for a reason other than a reduction in force, job performance or as a result of a disciplinary action, the employee's hourly rate of pay shall remain the same provided the employee's rate of pay does not exceed the maximum rate of pay of the lower classification. In the event an employee is reinstated to their previous position within a period of twelve (12) months, the employee's hourly pay rate will not be less than the hourly pay rate the employee received in the previous position at the time the employee was changed to a lower classification.

ARTICLE 9 - SALARY/BENEFITS

SECTION 7. Maximum Step

Any bargaining unit employee whose salary is not already at the maximum step of the Pay Plan for their respective pay level would be eligible for a one (1) step increase provided that the employee's annual performance evaluation is overall satisfactory and provided the bargaining parties agree that these employees are to receive a step increase as a part of any negotiated salary agreement. Any bargaining unit employee at the maximum step of the Pay Plan will have their salary frozen and red-lined. Accordingly, no bargaining unit employee at Step 26 is eligible for a step increase based on an overall satisfactory annual performance evaluation or any increase in pay that will put them outside the salary scale. Any employee(s) whose salary is above the maximum step for their respective pay level will have their salary frozen and red-lined.

SECTION 8. Certain Facilities Operation Employees

The parties agree there is a need to address the salary levels of certain positions assigned to the Facilities Operations Department, especially as it relates to the responsibilities and the requirements of these positions as well as the relative difficulty the District faces in being able to attract and retain qualified employees in these positions. Therefore, the parties agree to conduct annually a compensation study including School Districts and large municipalities in South Florida that have positions that are comparable to identified positions in the Facilities Operations Department. The parties agree to complete this compensation study by August 1 of each year. The parties further agree that the findings of this study shall be given priority consideration when the District's budget stabilizes and resources become available to address any identified pay inequities.

SECTION 9 – Shift Assignments

When it is necessary to transfer an employee from or to a day or evening schedule, volunteers will be sought within the classification of employees needed on the day or evening shift. Unless extenuating circumstances exist, the most senior employee who volunteers shall be given priority consideration for the requested shift change. In the event no one volunteers, the least senior employee within that classification will be assigned to the other shift. Any resulting vacancy that the District elects to fill will be posted pursuant to Article 18 of this Agreement.

ARTICLE 10 - SUPPLEMENTS AND MERIT PAY AND PAYROLL PRACTICES

SECTION 1. Merit Pay for Transportation Maintenance Employees

Dedicated to improving the quality of automotive service and repairs in the Department of Transportation Maintenance of the Palm Beach County School Board, an incentive program will be continued for eligible employees who meet criteria established by the National Institute for Automotive Service Excellence (ASE). The primary function of ASE is to test and certify automobile and heavy duty truck technicians and body repairers and painters.

To be eligible to participate in the incentive program, an employee in the Transportation Maintenance Department must:

- A. Have two years or more of full-time experience (or equivalent), to be verified by ASE, as an automotive technician or in body/paint repair.
- B. Be employed in one of the following positions:
 - 1) Mechanic Foreperson I, II, III
 - 2) Paint and Body Foreperson
- C. Certified by ASE and by successfully completing one or more tests administered by ACT.
- D. Be recertified as required by ASE to keep credentials current and valid.

Those employees listed above who are certified by ASE will receive \$150 for each test passed up to a maximum of four (4) in any one calendar year cumulative to eight. Merit pay earned by eligible employees will continue as long as certification is maintained and proof of certification or recertification is filed with the Department of Transportation.

Merit pay will be disbursed annually on the last pay day in December for those eligible employees having proper verification on file in the office of the Department of Transportation by December 1 each year the program is in effect.

SECTION 2. Mileage

Supervisory employees who are directed to report directly to schools in their permanent assigned areas shall be paid mileage, under the following formula:

Distance from Home to School Center **(minus)** Distance from Home to their Area Location
(equals) Reimbursable Mileage

Appropriate non-bargaining unit supervisory employees are responsible for verifying mileage from employee's home to various school centers and distance to the area office. Employees are responsible for submitting mileage claims on a monthly basis.

ARTICLE 10 - SUPPLEMENTS AND MERIT PAY AND PAYROLL PRACTICES

SECTION 3. Retirement Supplement

The District shall provide a retirement supplement of four percent (4%) of gross salary to be paid to other than FRS members.

SECTION 4. 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.
- 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.

ARTICLE 10 - SUPPLEMENTS AND MERIT PAY AND PAYROLL PRACTICES

SECTION 4. Payroll Procedures (cont'd)

- 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 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.

ARTICLE 11 - WORK WEEK AND OVERTIME

SECTION 1. Work Week/Duty Hours

The basic work week shall consist of forty (40) hours unless otherwise specified by the District. Where practical, to accomplish the mission of the District, the work week should be scheduled into five (5) or fewer consecutive work days. During the normal work day, hours shall be scheduled consecutively, except for bus drivers and bus attendants, consistent with applicable laws. The District will establish the basic work day and work week and hours of work best suited to meet the needs of each school center or department and to provide superior service to the District. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours per day or days per week to be worked.

All employees, including bus drivers and bus attendants will be required to record their daily starting times, lunch period, and ending times by use of a mechanical time-clock or other District recording device(s). A waiver of the requirement to clock-out and clock-in for lunch periods may be implemented by the Director of Facilities Services for certain employee groups in the Department (including employees who are assigned to "Zone Teams") via a Memorandum approved and signed by the Director; however, the District may require employees in these employee groups to maintain a time record by using PBS Form #2323 to indicate the date, starting and ending times of their lunch period, and to sign and submit this form each pay period on a date(s) determined by the Director.

SECTION 2. Overtime

All authorized and approved work performed in excess of forty (40) hours in any one week shall be considered as overtime and shall be paid at the overtime rate of one and one-half times the employee's straight time rate of pay. All overtime must be approved and authorized prior to being worked.

Departmental management will maintain overtime and extra work records and will make such information available for review to a Union representative upon reasonable request by the Union to the appropriate Department Director.

For purposes of computing overtime, authorized compensable leave from duty shall be considered as time worked.

Employees shall be required to work overtime as directed unless excused by the District. In the event employees in the unit are required to work approved overtime, they will not be required to use annual leave or compensatory time to offset the overtime hours worked or to be worked. Employees required to work overtime will be given advance notice except in emergencies.

Overtime and extra work will be distributed based on seniority on a rotating basis among employees in their particular job classification, and their work units, as far as the skill of the employee and the character of the work permits.

When an employee, without prior notice, is required to work overtime in excess of three (3) hours immediately before or after his/her regular shift hours, without a lunch break during the overtime assignment, his/her immediate supervisor will schedule a paid lunch period not to exceed one-half (1/2) hour during the overtime assignment. If a lunch period is not scheduled during the overtime assignment, the immediate supervisor may authorize the employee to eat lunch on the job only when it is possible to do so

ARTICLE 11 - WORK WEEK AND OVERTIME

SECTION 2. Overtime - (Cont'd)

without stopping or interrupting the employee's work. If a lunch period cannot be scheduled, then the employee will be compensated for one-half hour.

Except in those situations necessary to accomplish the mission of the District, no work should be performed by supervisors in order to preclude overtime.

SECTION 3. Temporary Duty to a Higher Classification

When an employee is removed from his/her job duties and assigned temporary duties in a higher classification for ten (10) continuous work days, a 10% supplement or the new minimum, whichever is greater, shall be paid to the employee. The supplement will be retroactive back to the first day of assignment in the higher classification.

SECTION 4. Standby Duty

1. An employee assigned to the Facilities Operations Department who is designated by that Department as a standby employee, but who is not required to remain on the employer's premises shall be provided with a District pager or a District cellular phone for the period of time the employee continues to be assigned to standby duty and shall receive a supplement of 10% of the employee's regular daily rate of pay for the days assigned to standby duty. Employees assigned to standby duty are required to be available at all times while assigned. In the event the employee is contacted to report to a District facility after his/her regular work hours or on a weekend and the employee responds in a timely manner, the employee will be paid at his/her regular hourly rate the greater of two (2) hours of work or the actual number of additional hours required to respond to the pages or calls received that day.
2. If the employee is contacted after his/her regular work hours on a day other than a weekend (at any time other than on a Saturday or a Sunday) and the employee is able to correct a problem occurring at a District site via computer and the web without the need to actually report to that site, the employee will affect those corrections via a computer and web and will be paid for a total of two (2) hours per day at his/her regular hourly rate for the total number of computer corrections he/she is required to make that day after his/her regular work hours unless the employee can show that it actually took longer than two (2) hours to make all such computer/web corrections after his/her regular work hours that day. In such cases, the employee will be paid for all hours worked in correcting the problems via computer/web that day. Should these additional hours result in the employee having more than forty (40) work hours that work week as provided in Section 2 above, any hours in excess of forty (40) hours will be paid as overtime.
3. If the employee is contacted on a weekend (at any time on a Saturday or a Sunday) and the employee is able to correct a problem occurring at a District site via computer and the web without the need to actually report to that site, the employee will affect those corrections via computer and web and will be paid for a total of three (3) hours per weekend day at his/her regular hourly rate for the total number of computer corrections he/she is required to make that weekend day unless the employee can show that it actually took longer than three (3) hours to make all such computer/web corrections that weekend day. In such cases, the employee will be paid for all hours worked in correcting the

ARTICLE 11 - WORK WEEK AND OVERTIME

SECTION 4. Standby Duty – (Cont'd)

problems via computer/web that weekend day. Should these additional hours result in the employee having more than forty (40) work hours that work week as provided in Section 2 above, any hours in excess of forty (40) hours will be paid as overtime.

4. If the employee cannot be reached after his/her regular work schedule and the employee was not relieved from standby duty by his/her immediate supervisor, the supplement will be prorated and the employee may be subject to disciplinary action. In addition, the employee may be relieved from standby duty. When determining disciplinary action or whether to relieve the employee from standby duty, the District will consider any extenuating circumstances that may have prevented the employee from responding appropriately and in a timely manner while on standby duty.
5. The above provisions also apply to a school custodian in the event he/she is assigned "standby duty".

SECTION 5. Working Outside of Regular Schedule

Except as provided elsewhere in this Agreement, all employees who are called to work at a time that is outside their regularly scheduled hours of duty shall receive no less than two (2) hours of regular pay or the overtime rate if applicable.

SECTION 6. Meetings

Attendance at inservice programs requiring employee's attendance beyond the forty (40) hour work week in any regularly scheduled work week will be compensated at one and one-half (1.5) times the employee's regular hourly rate.

SECTION 7. Breaks

Full time regular employees, other than bus drivers, who work eight (8) hours or more in any scheduled work day shall have a paid fifteen (15) minute break twice a day – one (1) during the first four (4) hours of work and one (1) during the second four (4) hour period. Full-time regular employees whose normal weekly work schedule is four (4) ten- (10) hour days shall receive three (3) paid fifteen (15) minute breaks during the scheduled work day. Regular employees who work less than eight (8) hours in any scheduled work day shall have one (1) paid fifteen (15) minute break during the scheduled work day. Break time is not cumulative or reimbursable through compensatory time. Break time will be scheduled at a time convenient to the principal/department director.

ARTICLE 12 - CUSTODIAL WORKING CONDITIONS

SECTION 1. Custodial Allocation

Level classification for custodial forepersons will be determined by the total square footage of permanent building at a facility as indicated in the Custodial Allocation Formula (Permanent Interior + Covered Walkway) as follows:

Less than 49,999 SF	Foreperson I
50,000 to 99,999 SF	Foreperson II
100,000 to 169,999 SF	Foreperson III
170,000 to 289,999 SF	Foreperson IV
290,000 SF and up	Foreperson V

The parties agree to establish a joint PBCSD/SEIU-SEIU/FPSU committee to review the District's Custodial Allocation Formula. The committee's findings and recommendations shall be submitted to the Superintendent of Schools and Union Administrator on or before August 1, 2008.

SECTION 2. Working for Community School/Organizations

Members of the bargaining unit who work as custodians for organizations renting or leasing school facilities, shall be paid at the employee's time and a half rate of pay at the time service is performed.

Custodians in the community schools who have to set-up, clean-up, and/or attend to a function at the school center shall be entitled to additional hours to complete their regular assigned duties, if necessary.

SECTION 3. Use of Personal Car

Employees working as Custodial Technician and using their own vehicle as transportation from their permanent clock-in site to the temporary work site shall be given mileage.

SECTION 4. Unpaid Lunch

Custodial employees shall be permitted to leave premises during any unpaid lunch break provided custodians remain on site in sufficient numbers to ensure operation of the facility, and there is at least one custodian on duty at all times. In those cases where there is only one custodian on duty, and he/she cannot be provided with an uninterrupted lunch break on a given day, the employee shall be paid unless the lunch period can be rescheduled later on the same day. The employee may request to be compensated through compensatory time off upon the approval of the principal/administrator. If such work week is in excess of a 40 hour work week, the pay or compensatory time shall be paid at one and one half of the employee's regular rate of pay.

SECTION 5. Attendance Incentive Pay for Custodial Staff

Effective January 1, 2009, attendance incentive pay for custodial employees will be \$.70 cents per hour, earned each month, provided the custodian is not absence for any reason that month. If the custodian is absent for any reason, they will be ineligible for incentive pay that month. Attendance incentive pay shall be paid on the last pay date of the month immediately following the month when the incentive pay was earned.

ARTICLE 12 - CUSTODIAL WORKING CONDITIONS

SECTION 6 – Custodial Training

The parties agree to establish a joint PBCSD/SEIU committee to review the District's Custodial Training program. The committee's findings and recommendations shall be submitted to the Superintendent of Schools and Union Administrator on or before April 1, 2009.

ARTICLE 13 - TOOL ALLOWANCE

SECTION 1. Replacement Tools Allowance

Transportation personnel who are to bring their own tools, shall receive replacement tools in an amount up to \$500 per tool for all tools broken in the performance of District assigned and authorized work. The maximum annual amount of funds available per year shall be \$10,000.

SECTION 2. Theft of Tools

Approved tools stolen from Board-owned vehicles, or from Board-owned property, shall be replaced in full unless the Board can demonstrate that the employee was negligent in their loss. The employees affected will assist the District in any investigation.

Each mechanic shall be responsible to maintain an inventory of their tools. This inventory shall be turned into the Department of Transportation Director by September 1 of each year. During the year when a tool is added, the mechanic shall add it to the inventory list.

Facilities Operation agrees maintenance electronic employees will be covered by Section 1 and 2 of Article 15 until such time as personal tools are replaced by tools provided by Facilities Operations.

ARTICLE 14 - EVALUATION PROCEDURE AND PERSONNEL FILE

SECTION 1. Statements of Reaction

- A. Evaluation statements and letters or reprimand and/or complaints shall not be placed in the employee's personnel file in the district office unless the employee has signed and been given a copy of the document. The employee's signature shall not be construed to indicate he/she is in agreement with the content of the reprimand or complaint, but will indicate the employee received a copy of the document. If an employee refuses to sign a document, before being placed in that employee's personnel file, it will be noted on the document and signed by a witness that the employee refused to sign. The employee must be provided a copy with the notation.
- B. An employee may, within fifteen (15) duty days after receipt of such document, file a statement of reaction to the document. The employee shall provide a copy to the originator of the document and a copy to the personnel office; such copy shall be attached to the originator's copy and placed back in the employee's personnel file. Any member of the bargaining unit shall have the right to examine his/her file at any reasonable time in the presence of a personnel staff member. The employee may request copies of documents in his/her file. With the exception of confidential contents such as confidential recommendations and college placement folders. Such copies shall be provided at the employee's expense. The employee may request that a representative accompany him/her when the file is being reviewed by the employee. The employee must permit any designated person to examine his/her file.

SECTION 2. Evaluation

- A. All members of the bargaining unit shall have a written evaluation yearly.
- B. The employee will be given a copy of the written evaluation prepared by the supervisor and he/she will have the right to discuss such evaluations with his/her Supervisor/Department Director.
- C. When three (3) or more criteria or areas of concern have been evaluated as unsatisfactory on the annual evaluation instrument, the employee's overall performance for the year will be rated as unsatisfactory. A single incident, absent exceptional circumstances, may not be used multiple times to justify an unsatisfactory rating in more than one (1) area on an employee's annual evaluation. Nothing herein shall prohibit the District from using separate incidents as justification for unsatisfactory ratings in appropriate areas on the employee's evaluation even if the separate incidents are proximate in time or occur at the same time. .
- D. The parties have agreed that the Evaluation Instrument (October 1999) will be used to evaluate employees.
- E. Performance evaluations may only be grieved through arbitration if:
 - 1) The overall rating is less than satisfactory, and
 - 2) It is alleged that the evaluation is arbitrary and capricious or based on factors other than performance.

ARTICLE 15 - 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 or the actions/inactions of the employee constitute such clearly flagrant and 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

ARTICLE 15 - DISCIPLINE OF EMPLOYEES (PROGRESSIVE DISCIPLINE) (cont'd)

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) is/are to be taken by the District, 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.

ARTICLE 16 - GRIEVANCE PROCEDURE

SECTION 1. Definitions

- A. A grievance is an allegation of a violation, misapplication or a misinterpretation of any of the terms and conditions of employment as set forth in this agreement.
- B. The term "member" includes any individual or group of individuals within the bargaining unit covered by this agreement.
- C. The term "day" when used in this procedure shall be work days (Monday through Friday) exclusive of holidays.
- D. A "grievant" is a person affected by the violation, misapplication or misinterpretation of this agreement.
- E. If a grievance involves the same circumstance or incident and affects at least two (2) employees in at least two (2) different work locations, it may be considered a class action grievance and filed at Level Two. With the written concurrence of the Department of Labor Relations a class action grievance can be filed at Level Three. Any class action grievance must be signed by, either the SEIU/FPSU president or business agent.

SECTION 2. Purpose

The purpose of this grievance procedure is to settle equitably at the lowest possible level, issues which may arise from time to time with respect to the violation, misapplications or misinterpretation of the provisions of the agreement.

SECTION 3. Procedure

- A. Time Limit - The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent, in writing, by each party or by the representative designated by each party.
- B. Informal Level – A person who chooses to initiate this procedure shall do so in the following manner:
 - 1) Following the grievant's awareness of a grievable event or incident, the grievant may discuss the matter informally with his/her immediate supervisor.
 - 2) In the event the matter is not resolved informally, the grievant may file a formal grievance on the form prescribed by the Department of Labor Relations within twenty (20) days following the grievant's awareness of the incident which is the basis of the grievance.
- C. Level One - The formal grievance shall be filed with the grievant's non-bargaining unit supervisor (e.g. school-based employees will file with an assistant principal or principal if no assistant principal position exists within the school center and a non school- based employee in FACILITIES OPERATIONS will file with a Level 17 or above within the FACILITIES OPERATIONS Department and a non school-based transportation employee will file with a Level 16 or above within the Department of Transportation. Within ten (10) days of receipt of the written formal grievance, a meeting shall take place between the immediate supervisor,

ARTICLE 16 - GRIEVANCE PROCEDURE

SECTION 3. Procedure (cont'd)

Level One hearing officer, and the grievant and their representative. An answer to the grievance shall be given to the grievant in writing within ten (10) days after the Level One formal meeting.

- D. Level Two – If the SEIU/FPSU or the grievant is not satisfied with the Level One response, the grievance may be transmitted to the appropriate principal/designee or department director/designee or if the school-based grievant met with the principal at Level One, then with the appropriate Area Superintendent/ designee within ten (10) days of receipt of the Level One response. A meeting with the grievant, his/her representative and the appropriate principal/designee, department director/designee or Area Superintendent/designee should be held within ten (10) days following receipt of the Level Two grievance. The administrator’s response shall be transmitted to the parties within ten (10) days of the meeting.
- E. Level Three – If the SEIU/FPSU or the grievant is not satisfied with the disposition of the grievance at Level Two, the grievance may be appealed to the Department of Labor Relations within ten (10) days of receipt of the Level Two response. A hearing will be scheduled and conducted within ten (10) days of receipt of the Level Three Grievance. A written decision from the Department of Labor Relations shall be furnished to all parties within ten (10) days of the Level Three grievance hearing.
- F. Level Four – If SEIU/FPSU or the grievant is not satisfied with the disposition of the grievance at Level three, grievance may be submitted to arbitration before an impartial arbitrator, using the Federal Mediation and Conciliation Services (FMCS). In order to submit the grievance to arbitration, FMCS and the Superintendent or designee must receive written notice that the grievance is proceeding to arbitration within thirty (30) days following receipt of the Level Three disposition, and that SEIU/FPSU or the grievant has submitted the grievance to arbitration within that time limit. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this agreement. The arbitrator shall render his/her written decision within thirty (30) days or as soon as possible after the close of the hearing or after the deadline for filing post-hearing briefs and shall furnish a copy to the grievant, SEIU/FPSU and to the District.
- G. The District and SEIU/FPSU agree to make available, upon specific written request to the other, such information as is necessary to effectively process grievances. The cost of gathering the information shall be borne by the requesting party. Requests by one party for such information shall allow reasonable time for the other party to collect the requested information. The District and SEIU/FPSU shall not be permitted to assert or rely in such arbitration proceeding on any evidence that was specifically requested by the opposite party, but was not provided to the requesting party. Both parties agree that the cost of the arbitrator shall be shared equally by the District and the grievant or SEIU/FPSU if the grievant was represented by SEIU/FPSU at the arbitration. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

ARTICLE 16 - GRIEVANCE PROCEDURE

SECTION 4. Other Provisions Relating to the Grievance Procedure:

- A. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- B. If SEIU/FPSU decides to withdraw its support of an alleged grievance, the individual may continue to process the claim on his/her own, so long as all costs are borne by that individual.
- C. Grievance hearings at Levels One, Two and Three will be conducted during the regular workday of the grievant.
- D. All documents, communications, and records originating as a result of the filing of a grievance shall be filed in a separate grievance file and shall not be kept in the grievant's official personnel file.
- E. Nothing in this agreement shall prevent the SEIU/FPSU or an individual grievant who is not represented by SEIU/FPSU from withdrawing the grievance at any step of the process with prejudice. A grievance, once withdrawn, may not be re-filed without the mutual written agreement between the District and SEIU/FPSU.
- F. Failure of the grievant to proceed with the grievance within the timelines herein stipulated shall result in the dismissal of the grievance. A dismissed grievance may not be refilled without the mutual written agreement between the District and SEIU/FPSU. Failure of the District or its representative to take the required action within the times provided shall entitle the grievant to proceed to the next step of this grievance procedure.
- G. The grievant may have representatives at any level above the informal level of the grievance procedure. However, the grievant must be present at these hearings.
- H. The parties acknowledge that, as a principle of interpretation, employees are obligated to work, as directed while grievances are pending.
- I. The investigation and hearing of grievances by a Union Steward will be conducted during the regular working hours of the grievant(s). Stewards shall be allowed reasonable time off without loss of pay during regular shift hours for investigating grievances, however, each will first obtain verbal permission from his/her supervisor. Permission will not be unduly withheld by the supervisor.
- J. The commencing of legal proceedings against the District in a court of law or equity, or before PERC, the Department of Administrative Hearings (DOAH) or any other administrative agency, by an employee(s) or the SEIU/FPSU, for an alleged violation or violations of the express terms of this agreement shall be deemed a waiver by said employee(s), or SEIU/FPSU, of its/their right to resort to the grievance and arbitration procedure contained in this agreement for resolution of the alleged violation or violations of the express terms of this agreement.

ARTICLE 16 - GRIEVANCE PROCEDURE

K. If the parties are in dispute concerning the timeliness of filing or of appealing a grievance and the grievance is appealed to Level Four, the parties agree to bifurcate the arbitration hearing to allow the issue of timeliness to be presented to the arbitrator first and then for the arbitrator to issue a bench ruling on this procedural threshold issue. If the timeliness procedural issue is found in favor of the Union/grievant, the hearing can proceed with arguments relating to the merits of the grievance. If the timeliness procedural issue is found in favor of the District, the provisions of Section 4 F of the Grievance Procedure will be operative and the grievance will be considered dismissed.

If the arbitrator determines he/she requires additional time (more than an hour) to consider the timeliness procedural issue and elects not to issue a bench ruling on this threshold issue, the arbitration proceedings will be adjourned to allow the arbitrator the time necessary to make this determination and he/she may rely on briefs submitted by the parties relating to this threshold procedural issue. If the timeliness procedural issue is found in favor of the Union/grievant, the grievance hearing will be reconvened to proceed with arguments relating to the merits of the grievance. If the timeliness procedural issue is found in favor of the District, the provisions of Section 4 F of the Grievance Procedure will be operative and the grievance will be considered dismissed.

See Appendix C for Grievance Form.

ARTICLE 17 - SENIORITY AND REDUCTION IN FORCE

SECTION 1. Seniority

- A. School District seniority shall be defined as the total length of continuous service with the School District of Palm Beach County. Seniority shall be district wide from the effective date of employment. Time off for District approved unpaid leaves of absence shall count for seniority purposes, and such leaves shall not be considered as an interruption of continuous service.
- B. Employees shall lose their seniority as a result of the following:
- 1) Termination
 - 2) Retirement
 - 3) Resignation, except when a SEIU/FPSU bargaining unit employee resigns to accept a position in the District that is not a SEIU/FPSU bargaining unit position and said employee returns within one (1) year from the date of resignation to a SEIU/FPSU bargaining unit position. In such cases, this shall not be considered an interruption of continuous service.
 - 4) Lay-off exceeding eighteen (18) months.
 - 5) Failure to report to the Division of Human Resources of returning to work within five (5) work days of receipt of recall as determined and verified by the date of the certified mail return receipt.
 - 6) Failure to report from military leave within the time limits prescribed by the Veterans' Re-employment Act.
 - 7) Subsections (5) and (6) above shall not apply to Section 1 A, should an employee have justifiable reasons explaining extenuating circumstances, as determined by the Chief of Human Resources, preventing the employee to comply with reporting as required in Sections (5) and (6). Such reasons will not be unduly denied.

SECTION 2. Reduction-In-Force (Lay-offs)

The District will determine the classifications of employees impacted by the Reduction-in-Force. The District will notify the Union no fewer than forty-five (45) calendar days in advance of a pending lay-off action of employees covered by this Agreement. Within seven (7) days of the notification to the Union of a pending lay-off action, representatives of the Union and of management will meet to:

1. Solicit and consider the Union's recommendations for reducing costs and other alternatives to a Reduction in Force action prior to implementation of the lay-off action; and
2. To meet and confer concerning the implementation of the pending lay-off and relating to the rights of laid-off employees including their call-back rights and possible limited "bumping" (displacement) rights.

The parties agree that temporary, seasonal, interim, employees still in their initial probationary employment period, and other non-permanent status employees of the District performing the same job duties as permanent employees in the Union's bargaining unit who are in the classification of employees to be impacted by the lay-off action will be laid off first and notwithstanding Section 3 below, shall have no recall rights.

The parties further agree Custodial Forepersons identified as being a Custodial Foreperson I, II, III, IV or V will be considered a single employee classification when lay-offs are being determined. In addition, regular custodians and regular custodians who are identified as being Lead Custodians will be considered a single employee

ARTICLE 17 - SENIORITY AND REDUCTION IN FORCE

SECTION 2. Reduction In Force Lay-offs – (cont'd)

classification when lay-offs are being determined. By mutual agreement of the parties reached during the forty-five (45) calendar day period before pending lay-offs are effective, additional combinations of employee classifications may be agreed upon to be considered as a single employee classification when lay-offs are being determined.

The parties agree that lay-offs will be implemented using seniority as the criteria for identifying employees in the employee classifications that are impacted by the lay-off. After the non-permanent status employees in classifications impacted by the Reduction-in-Force have been laid off, regular employees in the classifications impacted by the Reduction-in-Force will be laid off in the inverse order of their seniority in the District at the time of the lay-off. The parties agree that lay-offs will be implemented using seniority as the criteria for identifying employees to be laid-off.

Notwithstanding the provisions of this Section, the District agrees to meet with SEIU/FPSU to solicit its recommendations for reducing costs and alternatives to a workforce reduction prior to the Superintendent of Schools authorizing a lay-off.

SECTION 3: Recall

Employees in lay-off status will retain the following recall rights for eighteen (18) months and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records. Within five (5) work days of the certified receipt date, laid-off employees must signify their intention of returning to work to the District's Division of Human Resources. Failure to respond to the notice shall constitute a resignation by the employee.

Recall will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job. A laid-off employee, when offered recall, who is temporarily unable to return due to medical reasons may request an extension of recall rights not to exceed three (3) months. If the extension is granted, the position to which the affected employee was offered recall will be offered to the next most senior physically and otherwise qualified laid off employee. If and when the laid off employee who was granted a medical extension recovers within this extension period becomes medically able (as determined by a physician) to be recalled and who is physically and otherwise qualified to perform the duties of a vacant position, he/she will be recalled to that position provided he/she is still eligible to be recalled, i.e. recalled within eighteen (18) months of being laid off, plus the period of the granted medical extension.

When employees are recalled from a lay-off, the employee with the greatest seniority in that classification who is physically and otherwise qualified to perform the duties of the job shall be recalled first.

SECTION 4. Seniority List

In the event that a reduction of staff affects employees in a given classification, the administration agrees to provide SEIU/FPSU with a copy of the District's seniority list(s) of employees in the classification(s) that are being laid-off.

ARTICLE 17 - SENIORITY AND REDUCTION IN FORCE

Section 5. Excessing

When a School or Department must reduce the number of employees at that School or Department due to declining student enrollment, budgetary restrictions, reorganization or other reasons as determined by the District, the following provisions will apply:

- (a) Employees will be excessed by seniority based on the employee's length of continuous employment with the District, including approved leaves of absence, and not based on the length of time the employee has been in a particular position.
- (b) Excessing will be by job code with the least senior employee being excessed unless a more senior employee in that same job code at that work location volunteers to be excessed. In such cases, the volunteering employee will be excessed and the less senior employee in that job code will not be excessed.
- (c) The only exception to this provision is when a less senior employee has received specialized training such as in ESE, Pre-K, etc. and if the more senior employee within that job code at the School or Department declines to be trained in that area. In these cases, the more senior employee who declines to be trained will be excessed and the less senior trained employee will not be excessed.
- (d) Employees to be excessed will be notified in writing in a timely manner and are encouraged to seek transfers to Schools or Departments that have posted vacancies.
- (e) For those excessed employees who are unable to secure another position through the transfer process, the District will list all unplaced excessed employees and place those employees in positions for which they are qualified.
- (f) When placing an excessed employee, consideration shall be given to the individual's prior year work location, assignment, workday, and work year.

ARTICLE 18 - JOB POSTING AND SELECTION

SECTION 1. Posting Vacancies

- A. All job openings and newly created positions that are bargaining unit positions in a Department (i.e. Facilities Operations, Transportation or Food Service, or School Site) shall be posted to the District's Human Resources job opportunities website, and selections shall be made in accordance with the provisions of this section. If the position is not filled by a District employee, then the position will be posted externally.
- B. All job openings shall be posted internally for five (5) calendar days prior to external posting.
- C. In the filling of any job opening or newly created position, first consideration shall be given to applicants from within the department that posted the job opening.
- D. In the filling of job openings or newly created positions, applicants shall be matched against the needs of the position and when in the judgment of the Superintendent all other factors are equal, the most senior employee making application shall be offered the position.
- E. In the event the position is not filled under the provisions of this section by a District employee, the position may be filled by a new employee.
- F. Persons who have been hired as temporary employees and have worked in this capacity for six (6) months or longer shall be considered when vacancies occur.
- G. The Union will be advised by the District of any decision not to fill vacant position(s). Notification shall be made within five (5) days of the decision.
- H. Job openings will be posted by the District prior to filling the position.

ARTICLE 19 - JOB DESCRIPTIONS, ASSIGNMENTS AND RECLASSIFICATION

SECTION 1. Job Description

- A. The District will prepare and maintain job descriptions for those job classifications covered by this agreement.

It is understood by the parties that every incidental duty connected with operations enumerated in job description is not always specifically described and that this does not preclude the required performance of such other related duties.

- B. An employee in the bargaining unit will be afforded the opportunity to discuss and review his/her job description and regular working assignments with departmental or school management.
- C. Nothing in a job description is intended or shall be construed so as to concede to any employee or group of employees the right to refuse to follow instructions or orders.
- D. Any employee or classification of employees may make a request for job reclassification utilizing procedures established by the Superintendent and the final determination or the pay classification shall be made by the Superintendent.

ARTICLE 20 - SICK LEAVES

SECTION 1. Permanent Full-Time Employees

A member of the bargaining unit employed on a full-time basis shall be credited with four (4) days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month provided the employee has been on duty or compensable leave a minimum of eleven days within the month. Sick leave shall not be used prior to the time it is earned and credited to the employee. An employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his employment and has not accrued the four sick days available, the District shall withhold the average daily amount for the sick days utilized but unearned by the employee.

SECTION 2. Permanent Part-time Employees

A member of the bargaining unit employed on a permanent part-time basis, four (4) hours per day or less, shall be credited with four (4) part-time days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one part-time day of sick leave for each month of employment which shall be credited to the employee at the end of the month provided the employee has been on duty or compensable leave a minimum of eleven days within the month. Sick leave shall not be used prior to the time it is earned and credited to the employee. An employee shall be entitled to earn no more than one part-day sick leave times the number of months of employment during the year of employment. If the employee terminates employment and has not accrued the four part-time sick days available, the District shall withhold the average daily amount for the sick days utilized but unearned by the employee. An employee whose duty day basis changes shall have his sick leave balance as a permanent half-time employee converted at the rate of two (2) part-days of sick leave to one (1) full day of sick leave.

SECTION 3. Sick Leave Charged

Sick leave shall be charged 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.

SECTION 4. Method of Accumulation

Sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue; provided, that at least one-half of this cumulative leave must be established within the Palm Beach County School District. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of such leave or resignation.

SECTION 5. Summer School

Bus drivers will receive one day of sick leave when they work eleven (11) or more days during the summer.

ARTICLE 20 - SICK LEAVES

SECTION 5. Summer School (cont'd)

Food Service workers will receive one day of sick leave when they work eleven (11) or more days during the summer.

SECTION 6. Out-of-County Credit for Sick Leave

Members of the bargaining unit shall be entitled to transfer sick leave credit from other Florida school systems and state agencies which are participants in any of the Florida Retirement Systems with the restriction that at least half of the cumulative leave shall be established within this school district.

SECTION 7. Claims

Sick leave claims shall be honored as submitted by the employee for his own personal illness, as well as illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of his/her own household.

SECTION 8. Verification of Illness

Whenever sick leave appears to be abused as determined by the Superintendent, or where an employee consistently uses his sick leave as it is earned, the employee requesting such sick leave may be required to furnish competent medical proof of the necessity for such absence. Abuse of sick leave privileges shall constitute grounds for dismissal by the District. In the event a permanent employee exhausts his/her sick leave while on sick leave and remains unable to return to work, he/she may use accumulated annual leave provided prior verbal or written notification is given to the Department Head/Principal.

SECTION 9. Leave for Personal Reasons

Effective July 1, 2006, a member of the bargaining unit shall be allowed six (6) days 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 requests shall not be made for 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.

SECTION 10. False Claim

False claim for sick leave shall be grounds for dismissal by the School Board.

SECTION 11. Terminal Leave Pay

An employee who retires and submits proof of eligibility from the Florida Retirement System or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation

ARTICLE 20 - SICK LEAVES

SECTION 11. Terminal Leave Pay (cont'd)

shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the beneficiary as identified on the employee's group life insurance form.

SECTION 12. Disability (Income Protection) Insurance

An employee who has disability (income protection) insurance through the District shall not be required to exhaust his/her sick leave to be granted leave under this subsection. In keeping with the District's disability insurance carrier, an employee who has such insurance through the District may not receive both sick leave pay and disability benefits at the same time.

Section 13. Annual Option Pay-Out for Accumulated Sick Leave

At the end of any school year (June 30) an employee who has more than one-hundred seventy-five (175) accumulated unused sick leave days may exercise the option of receiving payment from the Board for any days in excess of one-hundred seventy-five (175) earned during that school year.

Option One:

An employee shall receive a tax sheltered annuity in his/her name from an annuity company selected by the employee and approved to do business in the District. The Board's cost of purchasing said annuity will be equal to the employee's daily rate of pay on that employee's last employment day of that school year times 80% of the number of accumulated sick leave days in excess of one-hundred seventy-five (175) earned in the present school year. This amount cannot exceed the IRS limitation, which is twenty percent (20%) of the annual salary or \$10,500, whichever is less.

Option Two:

An employee shall receive a gross payment equal to the employee's daily rate of pay on the employee's last employment day of that school year times 80% of the number of accumulated sick leave days in excess of one-hundred seventy-five (175) earned in the present school year. It is understood that this payment shall be subject to all legal withholdings and is not tax sheltered.

Option Three:

An employee may receive both an annuity, as provided in Option One, and a payment, as provided in Option Two. The employee will designate the amount to be put into the annuity with the balance to be paid to the employee. The total cost to the Board under this option shall not exceed the cost of either Option One or Option Two.

The above options maybe exercised by the employee if he/she has accumulated more than one hundred seventy-five (175) days of unused sick leave at the end of any school year as set forth above.

ARTICLE 20 - SICK LEAVES

SECTION 14. Permanently and Totally Disabled Employees

The Superintendent will submit to the School Board an agenda item wherein the Board will accept the termination of an employee based upon the determination that the employee is permanently and totally disabled based upon stipulation or a determination by a judge of a Workers' Compensation court. To the extent allowed by statutes, the employee will receive his/her terminal pay for any unused sick leave and/or annual leave and any leave the employee is on will be cancelled upon the School Board's action.

ARTICLE 21 - INJURY IN-LINE-OF-DUTY/WORKERS' COMPENSATION

SECTION 1. Injury or Illness in-Line-Of Duty Leave

An employee who is absent due to injuries or illness clearly received in the discharge of his/her duties shall be entitled to additional sick leave benefits as hereafter provided:

- A. An employee who is injured in the line of duty may be entitled to a maximum of ten (10) noncumulative additional leave days which shall not be charged against the employee's sick leave balance. All claims for such leave must clearly substantiate an injury received in carrying out assigned duties. Additionally, such paid leave shall only be awarded for the duty days for which the employee has been employed. Any employee who can clearly demonstrate the contracting of an infectious or contagious disease, for which inoculations are not available and exclusive of upper respiratory infections or complications therefrom, at the school center to which he/she is assigned may qualify for a maximum additional twenty-two (22) days of noncumulative sick leave if the disease requires the employee to use more than five (5) days of his/her accumulated sick leave balance. If the employee does not have five days of accumulated sick leave, this leave shall begin immediately after the use of the last sick leave day.
- B. In cases of unusual illness or injury in the line of duty, any employee may make a request to the Superintendent for additional compensated leave days. If the Superintendent is satisfied that the condition warrants; he/she shall recommend additional compensated leave to the Board.
- C. Any employee who has a claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall notify his/her principal as soon as such illness or injury is apparent and shall file a claim by the end of each month or pay period as requested during which such absence has occurred. The District shall satisfy itself the claimant is entitled to payment.

An employee who has a claim under this policy shall fully cooperate with the District and shall authorize the release of any medical records pertaining to the Workers' Compensation injury if necessary.

- D. The employee must seek medical treatment for any injury received in the line of duty within six (6) months of the injury to be eligible for leave under this section.

ARTICLE 22 - CATASTROPHIC ILLNESS/INJURY LEAVE

A catastrophic illness or injury shall be defined as a medical condition not covered by Workers' Compensation, requiring an absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.

Any employee who sustains a catastrophic illness or injury may apply for and receive for use on a matching basis supplementary catastrophic illness or injury leave not to exceed the number of regular, unused sick leave days that the employee had accumulated on the first day of the regular sick leave applied to the catastrophic illness or injury.

Two (2) medical verifications of such catastrophic illness or injury shall be required. The employee shall fully cooperate with the District and shall authorize the release of any medical records necessary. The District shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The District may at its expense require an independent medical examination.

Catastrophic illness or injury leave shall begin the fifty-first (51) day of consecutive absence and not to be awarded retroactively.

ARTICLE 23 - LEAVE WITHOUT PAY

SECTION 1. Personal Leave of Absence

Personal leave of absence as described herein is leave without pay and may be requested by a member of the bargaining unit for purely personal reasons. A member of the bargaining unit may request short-term personal leave of absence within the school or department to which the employee is assigned. Personal leave as described herein shall be requested through the principal or department head for his/her approval and subsequently approved by the Superintendent.

An employee granted an unpaid leave of absence shall be returned to his/her former classification if the leave is less than ninety (90) days, notwithstanding the lay-off provisions contained in this agreement. An employee granted a leave of absence and who wishes to return before the leave period has expired, may submit a request to return to the principal/department head. An employee granted a leave of absence in excess of ninety (90) days will be permitted to return to work provided there is an opening in the same job classification in the work unit. If the former position is not available, the employee, upon written request, shall be listed as an eligible applicant for a period of six (6) months.

Group Life and Hospitalization Insurance coverage may be continued for a period equal to the authorized leave of absence, provided full premium payments, including the Board's payment, are kept current by the employee.

SECTION 2. Return from Leave

Failure to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for dismissal. This section should be subject to extenuating circumstances preventing timely return, as determined by the Superintendent.

ARTICLE 24 - MATERNITY/CHILD CARE LEAVE

SECTION 1. Maternity Leave/Recovery

- A. Accrued sick days may be used for maternity leave, which refers only to the type of leave taken by female employees to cover the period of their own actual physical inability to work as a result of pregnancy, childbirth, abortion, miscarriage, or related medical conditions, or recovery therefrom. It does not include leave taken or requested for personal reasons related to maternity, e.g., preparing for the birth of a child or caring for an infant when there is no accompanying disability.
- B. Once an expected date of confinement has been established, no further medical statement is required for sick leave if maternity disability (use of accrued sick days) occurs within three (3) weeks prior to the expected date of delivery or within six (6) weeks after the actual birth of the child. Any extended sick leave for maternity outside these nine (9) weeks must be supported by a physician's statement. If accrued sick leave is not sufficient, or if an employee elects not to use accrued sick leave for maternity, unpaid personal leave may be used.

Short term illness related to maternity is treated the same as any other day-to-day illness.

SECTION 2. Child Care Leave/Unpaid

- A. A regular employee may request and shall be entitled to a leave of absence without pay for child care (normally after recovery) or when adopting a child under six (6) years of age. In the case of adoption or foster care, leave would begin upon receipt of custody. Leave may be granted for the remainder of the employee's term of appointment and may be extended for one additional year provided that the total time away from the job is not more than eighteen (18) months. Granting of a leave that extends to the end of the employee's work year does not denote rehire for the ensuing school year.
- B. It is the responsibility of the employee to keep the principal/department director informed so that appropriate administrative arrangements can be made prior to return to duty. Upon return from extended leave, an employee may be returned to the same or similar position.

ARTICLE 25 - JURY DUTY LEAVE/WITNESS DUTY

SECTION 1. Jury Duty

A member of the bargaining unit subpoenaed to jury duty shall be paid the regular salary during their absence for jury duty and shall remit to the District the fees received for such jury duty less travel allowance paid by the courts. If, upon reporting for jury duty, the employee is not used, the employee is to report back to work and carry on with daily work assignments. A reasonable amount of time will be allowed for travel.

SECTION 2. Witness Duty

When an employee is under subpoena as a witness in connection with his official duties or is under subpoena as a witness in a court proceeding in which the employee is not a party to the litigation, the employee shall be eligible for Temporary Duty Elsewhere leave and shall receive regular compensation while on witness duty and shall remit to the District in check or money order (no cash) the amount of fees, less travel allowance and other expense allowances, received for witness duty.

SECTION 3. Verification

The employee shall provide the department head/principal with proof of jury duty service and/or witness duty subpoena before compensation is approved.

ARTICLE 26 - MILITARY LEAVE

SECTION 1. Leave for Military Duty

Leave for military duty shall be granted in accordance with Florida Statutes and such rules and regulations pertaining thereto as shall be approved by the District.

SECTION 2. Short-Term Duty With Pay

Any individual employed by the School Board of Palm Beach County who is a member of the United States Military Reserve or the National Guard shall be entitled to leave of absence from his/her respective duties without loss of pay when he/she is ordered to active duty by the appropriate unit, provided:

Leaves granted shall be a matter of legal right and shall not exceed the number of days authorized by the Florida Statutes. All efforts shall be made to prevent such leave being taken during the time school is in session. Requests for temporary military service leave shall be made by letter and shall be filed with the Superintendent for Board action. If possible, this shall be done prior to the date of leave.

ARTICLE 27 - ANNUAL LEAVE

SECTION 1. Accrual of Vacation Leave

This section shall refer to members of the bargaining unit employed on a twelve (12) month basis.

- A. A member of the bargaining unit who is employed on a twelve (12) month basis shall be allowed vacation leave, exclusive of holidays, with compensation as follows:
- 1) An employee with less than five (5) years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) work days per year.
 - 2) An employee with five (5) years or more continuous service at a rate of one and one-quarter (1.25) days per month, cumulative to fifteen (15) work days per year.
 - 3) An employee with ten (10) years or more of continuous service at a rate of one and one-half (1.5) days per month, cumulative to eighteen (18) work days per year.
- B. Accrued vacation leave shall not exceed sixty-two and one-half (62 ½) work days maximum on June 30 of each year. Vacation leave may be granted by the Superintendent upon the written request of the employee, with prior recommendation by the employee's supervisor. Vacation leave for an employee shall be scheduled so that there will be minimum disruption of the operation of the School District.

Employees who request vacation leave in excess of thirty-nine (39) hours must submit the requests for leave at least two (2) weeks prior to the scheduled leave date except in emergency situations.

Upon employment termination, the employee shall be paid as terminal leave all unused vacation leave as follows:

1) (EMPLOYEE WHO HAS 60 OR FEWER DAYS ON JUNE 30, 2001 OR WHO WAS HIRED AFTER JULY 1, 1995)

Each employee who has accumulated 60 or fewer days of unused vacation leave as of June 30, 2001 or who was hired by the District after July 1, 1995 will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.

2) (EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND AT SOME TIME AFTER THAT DATE THE CUMULATION FALLS TO OR BELOW 60 DAYS)

Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995 and whose accumulation of unused vacation days at any time falls to or goes below 60 days, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 60 days.

ARTICLE 27 - ANNUAL LEAVE

SECTION 1. Accrual of Vacation Leave (cont'd)

3) (EMPLOYEE WHO WAS HIRED PRIOR TO JULY 1, 1995, WHO HAS MORE THAN 60 DAYS ON JULY 1, 1995 AND MAINTAINS AN ACCUMULATION GREATER THAN 60 DAYS AT ALL TIMES)

Each employee who was hired by the District prior to July 1, 1995, who accumulated more than 60 days of unused vacation leave as of July 1, 1995 and who maintains an accumulation of greater than 60 days of unused vacation leave days at all times after July 1, 1995, will be paid for all of his/her unused vacation days accumulated at the time of termination of employment, up to a maximum of 62½ days.

Any employee who becomes ill while on annual leave may use accrued sick leave for such period of illness providing a doctor's certificate is presented to the principal or immediate supervisor upon the employee's return to work.

ARTICLE 28 - HOLIDAYS

All full-time 12 month employees eligible for membership in the bargaining unit shall receive paid holidays each year as approved by the School District and as recommended by the School Calendar Committee. The School Calendar Committee shall be composed of representatives of employee groups and the administration. SEIU/FPSU shall be represented as an employee group:

- A. In order to be compensated for a District approved holiday under this section, an employee must be either on duty or on compensable leave the day before and the day after the scheduled paid holiday.
- B. Twelve-month employees required to work on a day designated as a holiday on the official school calendar shall be paid at the overtime rate of one and one-half times the employee's straight time rate of pay. Pay for designated holidays shall be in addition to the employee's regular pay.

ARTICLE 29 - TRANSFERS

A. VOLUNTARY TRANSFERS

An employee may apply for posted vacancies at any time during the year for which he/she is qualified as determined by the District except when the District determines the employee is currently filling a "critical needs" position. In such cases, the employee will not be eligible to apply for a Voluntary Transfer until such time his/her position is no longer considered by the District to be a critical needs position. Without the approval of the District, only one transfer outside of the work center will be approved in any one fiscal year, except unlimited transfers may be approved within the work center. When considering internal applicants for a Voluntary Transfer to a posted vacancy, the District shall follow and adhere to the provisions of sub-sections B, C, and D of Section 1 of Article 20 in this Agreement.

The employee whose Voluntary Transfer request is approved by the School/Department having the vacancy will be released from his/her current assignment effective as soon as practical, but not later than twenty (20) work days from the date his/her transfer request was approved by that School/Department, except when the District has implemented a temporary hiring freeze or when another extenuating circumstance exists that temporarily delays the transfer beyond twenty (20) days. In such cases the transfer date will be mutually determined and agreed to by the employee's current supervisor and the new supervisor at the new job location. If the delay was caused by an extenuating circumstance, upon receipt of a written request, such extenuating circumstances will be shared with the Union and/or employee.

B. INVOLUNTARY TRANSFERS

An involuntary transfer may be made after the Voluntary Transfer provisions in Section A. above do not result in filling the posted vacancy; or when management determines that it is in the best interest of all parties involved to Involuntarily Transfer an employee. Management will conduct a meeting between the employee involved and the principal or department head, and a Union representative if requested by the employee. During this meeting, the employee shall be provided valid reason(s) for the involuntary transfer and such reason(s) shall not be arbitrary or capricious. Such factors as length of service, job competency, and geographic location should be given consideration to the extent that these factors do not, in the opinion of the Superintendent, interfere with the best interest of the District. The employee shall be given a minimum of three (3) work days notice prior to the involuntary transfer.

ARTICLE 30 - UNIFORMS

The School District shall provide and maintain uniforms for the employees in Facilities Operations with no cost to the employee. 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(s), who is leaving employment, will be required to turn in his/her uniform(s) prior to receiving his/her last check. The District will establish procedures for cleaning and maintaining rented uniforms.

ARTICLE 31 - SAFETY AND HEALTH

SECTION 1. Safe Working Conditions

Departmental management will make every reasonable effort to provide and maintain safe working conditions. To this end, SEIU/FPSU will cooperate and encourage the employees to work in a safe manner. Employees shall receive appropriate training in order to operate equipment properly and safely.

The District will determine proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices, where provided, must be used. Failure by employees to utilize provided equipment or devices will be subject to disciplinary measures.

SECTION 2. Safety Committee

SEIU/FPSU shall designate a representative who is an employee of the district to serve on the District Safety Committee. This committee shall begin to meet within one month of ratification and approval of this contract.

The District agrees to develop a Safety Incentive Program and meet with SEIU/FPSU no later than February 15, 2009 to negotiate a Memorandum of Understanding for implementation of the program. The program is to be implemented as a pilot and will provide for a sharing of any savings that result from a reduction in the District's Workers' Compensation costs.

SECTION 3. Safe Driver Standards

Employees are required to drive Board vehicles safely. Each employee who is required to drive a Board vehicle shall maintain a valid driver's license and a driving record with the Department of Highway Safety and Motor Vehicles which is free of a conviction for a moving violation which resulted in a suspension of driving privileges or contains no more than two convictions (bus drivers, one) for a moving violation in any calendar year. If the employee fails to meet these standards, the employee may be terminated.

Hepatitis B vaccination shall be provided to employees upon written request. Such shall be provided to employees at no cost to the employee and in accordance with the District Exposure Control Plan.

ARTICLE 32 - BULLETIN BOARDS

The District will allocate suitable space in a school building or other location where members of SEIU/FPSU work, for the purpose of SEIU/FPSU notices. If possible, bulletin board space will be provided for this purpose. The selection of the appropriate location will be approved by the school principal or department director. The bulletin boards shall be used for posting SEIU/FPSU notices but restricted to:

- A. Notices of SEIU/FPSU recreational and social affairs.
- B. Notices of SEIU/FPSU elections and results of such elections.
- C. Notices of SEIU/FPSU appointments and other official Brotherhood business.
- D. Notices of SEIU/FPSU meetings
- E. Any other information, including any notices containing any information other than purpose, date, time and place, may be posted on such designated areas only upon the approval of the Department of Employee Relations.
- F. The Department Director of Employee Relations shall receive copies of all notices posted on bulletin boards.

All notices shall be signed by a duly recognized officer of SEIU/FPSU. All costs incident to preparing and posting of SEIU/FPSU materials will be borne by SEIU/FPSU. SEIU/FPSU is responsible for posting and removing approved material on its bulletin boards and for maintaining such boards in an orderly condition.

ARTICLE 33 - NON-DISCRIMINATION/HARASSMENT

SECTION 1. Nondiscrimination

The right of employees to belong to, to participate in, or to refrain from belonging to SEIU/FPSU, shall not be prohibited, abridged or interfered with.

SEIU/FPSU will not discriminate with regard to representation of its members or with regard to terms and conditions of membership because of race, color, creed, sex, age, or national origin.

The District agrees not to discriminate as to a hiring, promotion, discharge of other disciplinary actions on the basis of race, color, creed, sex, age, national origin, union affiliation.

Discrimination (Title IX, EEA) - Any act by the Board, its agents, or officers which has the effect of denying to any employee any benefit which is available to any other employee where the denial of such benefit is solely based upon the sex, handicap, race, color, age, marital status, religion, union affiliation, or national origin of the employee.

SECTION 2. Harassment

No employee shall be subjected to or be part of:

- A. Unwelcome sexual advances, requests for sexual favors, offensive, lewd or suggestive comments. Also includes the creation of a hostile, intimidating, or offensive work environment. Verbal or physical abuse is submitted to by an employee. An adverse decision is made against an employee after such abuse is rejected. Racial/ethnic slurs, jokes, or other inappropriate conduct.
- B. Verbal or physical abuse. An adverse decision shall not be made against an employee after such abuse is rejected.
- C. Racial/ethnic slurs, jokes, or other inappropriate conduct.

ARTICLE 34 - HEALTH, LIFE, DENTAL AND VISION INSURANCE

1. (a) Effective January 1, 2009, the District will provide a choice of benefits to eligible employees under a cafeteria plan hereinafter referred to as a "Flexible Benefits Plan."

A full time employee is defined as a non-temporary employee who is in a regular established position and works six (6) or more hours per day.

A part time eligible employee is defined as a non-temporary employee who is in a regularly established position and works four (4) or more but less than six (6) hours per day. [For those in the CTA bargaining unit, part-time is defined as those who work at least three and three quarters (3.75) hours, but less than six (6) hours per day.]

- (b) Within the Flexible Benefits Plan, the District shall make available to each eligible employee an option of medical health plans. Such medical plans shall consist of a regular Health Maintenance Organization (HMO) Plan, a Point of Service (POS) Plan, a Preferred Provider Organization (PPO) Plan, and a catastrophic HMO Plan.

- (c) DENTAL PLANS: The District will also make available choices of dental plans, including a Managed Dental Plan and a Preferred Provider (PPO) Plan to be paid by the employee with pre-tax dollars through payroll deduction.

- (d) VISION PLAN: The District will also make available a vision plan to be paid by the employee with pre-tax dollars through payroll deduction.

- (e) TERM LIFE INSURANCE: Basic Term Life Insurance will be provided and paid by the District for eligible employees in the following amounts:

- \$20,000 face value for full time eligible employees.
- \$10,000 face value for part time eligible employees.

The Term Life Policy will include equal amounts of Accidental Death and Dismemberment (AD&D) coverage and will provide an employee a conversion right to an individual whole life policy directly with the life insurance carrier without the need for a physical examination if the employee ends his or her employment with the District. No other continuation or portability plans will be offered.

Eligible employees will be able to purchase additional term life and AD&D insurance if they enroll within thirty (30) days of their first date of hire at the same rates the Board pays in \$20,000 increments, up to \$100,000 or five (5) times their annual salary, whichever is less.

Employees who avail themselves of this option may also enroll their non-disabled spouse with one-half (1/2) the face value of the additional insurance the employee has opted to purchase. Such spousal coverage includes AD&D and may only be purchased in \$10,000 increments. If an employee's spouse is also an eligible employee, the employee is not eligible to purchase spouse optional life or AD&D and only one of the eligible employees may purchase term life for their dependent children.

ARTICLE 34 - HEALTH, LIFE, DENTAL AND VISION INSURANCE

Employees who purchase additional term life insurance may also purchase coverage without AD&D for their non-disabled dependent children, who are under the age nineteen (19) or under age twenty-five (25) if the child is a student. Such dependent coverage will have two options:

- \$ 5,000 coverage on all dependent children over six (6) months of age, or
- \$10,000 coverage on all dependent children over six (6) months or age.

All voluntary purchased coverage will be paid through payroll deduction and no medical questionnaire or physical exam need to taken if the eligible employee enrolls within the first thirty (30) days of employment and for less than \$100,000 coverage. Rates for optional employee coverage will not be more than the rates that the District pays for the basic coverage described above.

Term life insurance coverage in excess of \$100,000 and enrollment during annual enrollment periods will require satisfactory proof of insurability by the insurance carrier.

- (f) CLAIMS ADMINISTRATION: An employee will be required to comply with any and all rules and regulations and/or limitations established by the carrier or applicable third party administrator and contained in the policy, and employees and their dependents shall look solely to such carrier or third party administrator for the adjudication of the payment of any and all benefit claims.
2. The District has established a retirement program under IRS Code Section that defers taxation until retirement or other severance from employment and permits the employee to forfeit and allow the District to contribute each year all of his/her benefit dollars to this retirement plan. This program is called the Special Retirement Plan. At the option of the District, additional contributions may also be made by the District. Any contributions to the Special Retirement Plan shall be made as an employer contribution to such eligible retirement program. Account values under this Plan shall be available to the employee only as permitted under, and in accordance with applicable Federal and Internal Revenue Service regulations governing such programs.
 3. Contributions by the District to the Special Retirement Plan will not be considered for the purpose of computing overtime.
 4. (a) Effective January 1, 2009 and thereafter, those eligible employees whose benefit choices include employee only medical insurance in the catastrophic HMO Plan will receive contributions to the Special Retirement Plan as follows:

\$40.00 will be provided monthly for full-time eligible employees, (\$20 for part-time eligible employees), who elect employee only coverage in the catastrophic HMO Plan, provided the difference between the monthly premiums of the full time employee only regular HMO Plan and the full time employee only catastrophic HMO Plan does not fall below \$40. Should the difference fall below \$40, the \$40 monthly amount for full time employee only in the catastrophic HMO Plan will be reduced to the actual difference between the regular HMO Plan and the catastrophic HMO Plan monthly premiums for full-time employee only coverage. The same dollar amount reduction will be applied to the Special Retirement Plan contribution provided to part-time eligible employees who elect employee only coverage in the catastrophic HMO Plan.

ARTICLE 34 - HEALTH, LIFE, DENTAL AND VISION INSURANCE

(b) Effective January 1, 2009 and thereafter, those eligible employees who elect not to participate in any of the Medical Plans (regular HMO, catastrophic HMO, POS, or PPO), and who sign a form indicating other medical coverage, will receive contributions to the Special Retirement Plan as follows:

- \$120.00 monthly for each full-time eligible employee.
- \$ 90.00 monthly for each part-time eligible employee.

(d) (i) Effective January 1, 2009 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the regular HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$ 359.51	\$ 359.51
Employee plus children	\$ 693.76	\$ 663.76
Employee plus spouse	\$ 714.01	\$ 684.01
Employee plus full family	\$ 805.45	\$ 775.45

Effective January 1, 2009 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the catastrophic HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$ 306.11	\$ 306.11
Employee plus children	\$ 656.55	\$ 626.55
Employee plus spouse	\$ 673.84	\$ 643.84
Employee plus full family	\$ 716.43	\$ 686.43

Effective January 1, 2009 and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the POS and PPO Plans:

<u>Tiers</u>	<u>Full-Time</u>	<u>Part-Time</u>
Employee only	\$ 359.51	\$ 359.51
Employee plus children	\$ 693.76	\$ 663.31
Employee plus spouse	\$ 714.01	\$ 684.01
Employee plus full family	\$ 805.45	\$ 775.45

(d)(ii) The parties agree to reopen coalition negotiations in 2009 on any premium increases for calendar year 2010.

5. (a) Effective January 1, 2009 and thereafter, all eligible employees may purchase through payroll deductions the following benefits with pre-tax dollars:

- The purchase of the insurance benefits of their choice from among a menu of pre-tax benefits, which include dental and vision plans, for themselves and their eligible dependents.
- Eligible employees may also contribute to a Medical Flexible Spending Account, (an annual minimum contribution of \$300 and an annual maximum contribution of \$3,500) and/or to a

ARTICLE 34 - HEALTH, LIFE, DENTAL AND VISION INSURANCE

- Dependent Care Flexible Spending Account (following IRS requirements) through payroll deductions with pre-tax dollars.
 - (b) Effective January 1, 2009 and thereafter eligible employees may purchase other optional benefits through payroll deductions with post-tax dollars such as Disability Income Protection and Optional Term Life Insurance. Optional Term Life Insurance may also be purchased for eligible dependents. See paragraph 1 (e) above.
 - (c) If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms within 30 days of employment or during enrollment periods, he/she will automatically be enrolled in a default benefits plan with employee only coverage.
6. (a) The regular HMO Plan will cover in-network physicians and hospitals with deductibles, co-payments and/or co-insurance. Prescription coverage will require a \$50 annual deductible as well as various co-payments for Tier I, Tier II and Tier III prescriptions. There will be no annual deductible for mail order maintenance prescriptions.
- (b) The regular HMO Plan is defined as an HMO with an office visit co-pay of \$20, an emergency room co-pay of \$100, an urgent care co-pay of \$50, an emergency ambulance, in-patient hospitalization, outpatient surgery, approved durable medical equipment and diagnostic testing with co-insurance of 10%, an out-patient rehabilitation therapy co-pay of \$20 per visit, and a mental health and substance abuse out-patient co-pay of \$20 per individual session and a co-pay of \$15 per group session.

Additionally, the prescription co-pay for up to a 30-day supply will be \$10 for Tier I prescriptions, \$30 for Tier II prescriptions and \$50 for Tier III prescriptions. Mail order will be available for 2 times the co-pays previously listed for up to a 90-day supply of maintenance prescriptions.

A catastrophic HMO Plan will be offered for 2008 and thereafter provided the cost of the catastrophic HMO Plan does not exceed the cost of the regular HMO Plan. This catastrophic HMO will have lower premiums than the regular HMO Plan, but will have higher co-pays and a deductible. For 2008 and thereafter, the catastrophic HMO co-pays are as follows:

A physician office visit or a specialist office visit co-pay of \$35, an emergency room co-pay of \$200, an urgent care co-pay of \$50, an emergency ambulance co-pay of \$150. In-patient hospitalization, out-patient hospitalization, approved durable medical equipment and diagnostic testing will have 20% co-insurance after a plan deductible. Out-patient rehabilitation therapy will have co-pays of \$35 per individual session and co-pays of \$25 per group session. Prescription benefits will be the same as those in the regular HMO Plan as described in 6 (a) and the second paragraph of 6 (b) above.

The POS Medical Plan will provide coverage such as the regular HMO Plan, but with higher co-payments, deductibles and co-insurance, as well as out of network coverage, which will be subject to deductibles and co-insurance.

7. An employee eligible for medical benefits is eligible to enroll his/her domestic partner in the medical plan. An employee and his/her domestic partner must meet the following requirements in order to

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enroll in a medical plan:

- Must both be at least 18 years of age and mentally competent.
- Must not be related by blood in a manner that would bar marriage under the law of The State of Florida.
- Must be considered each others sole domestic partner and not married to or partnered with any other spouse, spouse equivalent or domestic partner.
- Must have shared the same regular and permanent residence in a committed relationship for at least one year and intend to do so indefinitely.
- Neither partner can have had another domestic partner at anytime during the 12 months preceding this enrollment.
- Must provide proof of registration with the Palm Beach County Clerk & Comptroller's Office.

A signed affidavit attesting to the above will be required by both partners as well as proof that both are financially interdependent and living together.

Premiums will be paid on a post tax basis and will be subsidized by the District to the same extent as other eligible employees; however, the amount of premium paid by the District towards dependent coverage for an employee's domestic partner will be considered imputed income and will be subject to Federal Withholding, FICA, Social Security and Medicare taxes. In other words, the premium will be on a post tax basis and any District contribution will be taxed as imputed income to the employee as set forth above. A domestic partner is not considered a qualified beneficiary under COBRA.

In those cases when an employee elects to cover both his/her dependent children and a Domestic partner, the employee will pay the premium of the Employee Plus Child(ren) option on a pre-tax basis and in addition the premium for Domestic Partner on a post-tax basis as set forth above.

8. Payroll deductions for benefits will be made as follows:

- For employees on a 24 to 26-pay cycle, annual premiums will be spread equally over 24 pays.
- For employees on a pay cycle having fewer than 24 pays, annual premiums will be equally spread over 22 pays.

All premiums to medical, dental and vision benefits paid by employees shall be paid via the Section 125 Premium Conversion Plan, i.e. with pre-tax dollars.

9. The parties agree that one member of each PERC certified District employee group identified above may serve as a participating and voting member on the District RFP committee any time the District seeks proposals on medical, dental and/or vision insurance for its employees. The District shall be entitled to a maximum of six representatives.

ARTICLE 34 - HEALTH, LIFE, DENTAL AND VISION INSURANCE

10. Any changes or modifications to the provisions under this Section shall be negotiated during regular coalition bargaining with all District PERC recognized associations/unions as provided herein. In addition to the limited re-opener provision contained in (4) (d) (ii), all parties agree that coalition negotiation may be reopened on all aspects of this Section in the event any of the following occurs:

- Whenever the parties mutually agree to reopen negotiations on this Section; or
- Whenever more than three years (36 months) have lapsed since the parties reopened negotiations and had the opportunity to negotiate on all aspects of this Section.

In the event the parties fail to reach agreement during negotiations of this Section, the impasse process outlined in Florida Statutes Chapter 447 will be utilized to resolve any dispute or impasse.

11. The effective date of the District's insurance coverage for those employees who are less than twelve-month employees who are newly hired in August and are scheduled to work and are on a paid status at least fifteen (15) work days in August, will be September 1. New employees hired in August but who are not scheduled to work and on a paid status at least fifteen (15) work days in August will have their District insurance coverage effective October 1. Otherwise, benefits for employees will be effective on the first day of the month following thirty (30) continuous calendar days of employment.

An employee who is not a twelve-month employee whose employment ends with the District at the end of any school year and who is on a paid status through the last day of his/her contract year will continue to be covered by the District's insurances (except for term life and/or income protection insurances which end June 30) through July 31 of that calendar year provided the employee makes proper payment of his/her share of the insurance premiums through payroll deductions or other means of payment mutually agreed to by that employee and the District. Otherwise, benefits will end the last day of the month in which the employee's active paid employment ends with the District provided all employee-required premiums are paid. Nothing herein shall be construed as denying any eligible employee from continuing his/her insurance(s) as provided under Federal COBRA rule and regulations

ARTICLE 35 - BUS DRIVERS ANNUAL PHYSICAL/DRUG TEST

SECTION 1. Annual Drug Test

All reappointed bus drivers shall be required to submit to an annual drug test during their annual physical. Drivers shall be notified sixty (60) days in advance of the date of their annual physical examination.

In the event of changes in State or Federal Law related to drug testing standards, the parties agree to meet in order to negotiate modifications in the provisions of this section. In no case, shall the standards included in this section be in conflict with the Federal or State criteria, nor in conflict with accreditation standards.

No bus driver shall lose their regular pay as a result of having to report for their annual physical examination. No pay will be given to drivers that are scheduled for their annual physical during the weekend or the summer unless the driver is assigned a summer driving assignment.

SECTION 2. Positive Test

In the event of a confirmed, positive test, the employee shall be notified within 48 hours. In the event of a negative test, the employee will be notified within 24 hours. Upon receipt of a confirmed positive test, the employee may, at his/her own expense, request a specimen be sent from the lab to another lab of the employee's choice.

Any bus driver who tests positive for illegal substances during the annual physical shall be placed on unpaid medical leave after appropriate confirmation of the positive test has been received. Bus drivers placed on such leave shall be afforded the opportunity to continue health insurance at their own expense. Bus drivers who test positive must complete an evaluation and rehabilitation plan.

SECTION 3. Procedure

At the time of the annual drug test, the employee shall give one (1) specimen to the District's designated physician at the time of the annual physical. The specimen shall be divided in the presence of the employee, into two (2) separate containers. Both containers shall be sealed and signed off on by the employee. Any employee who chooses not to provide a second specimen, or who is unable to produce enough urine for a second specimen, shall waive their right in writing to a second specimen. All second specimens shall be maintained until a negative response is provided by the lab. At that point, the specimen shall be discarded. In the event of a positive test, the second specimen shall be made available to a lab of the employee's choice. In no case will the specimen be given directly to the employee.

Prior to sample being given, each driver shall be requested to provide a recent drug history that details all preparations, prescription and over-the-counter medications that have been ingested.

ARTICLE 35 - BUS DRIVERS ANNUAL PHYSICAL/DRUG TEST

SECTION 3. Procedure (cont'd)

The type of test initially will be the EMIT. In the event of a positive test, a confirmation test using the gas chromatography/mass spectrometry (GS/MS) technique will be conducted. The cutoff levels for the respective tests shall be:

A.	<u>Initial Test</u>	<u>(ng/ml)</u>
	Marijuana metabolites	100
	Cocaine metabolites	300
	Opiate metabolites	300
	Phencyclidine	25
	Amphetamines	1,000
	Benzodiazepines	300
	Methaqualone	750
	Barbiturates	200
B.	<u>Confirmatory Test</u>	<u>(ng/ml)</u>
	Marijuana Metabolites	50
	Cocaine metabolites	150
	Opiates:	
	Morphine	300
	Codeine	300
	Phencyclidine	25
	Methaqualene	100
	Amphetamines:	
	Amphetamine	500
	Methamphetamine	500
	Barbiturates	300
	Benzodiazepines	300

The employee will be given a copy of the confirmed positive test results upon written request. These results will be reviewed with the employee by a health care professional.

SECTION 4. Evaluation and Rehabilitation

Bus drivers who are returned to duty after completion of the designated evaluation and rehabilitation program shall be subject to three (3) follow-up drug tests during a one (1) year period from the date of return with twenty-four (24) hour notification. The employee is required to report to the designated location. Failure to report will result in disciplinary action up and including termination. Any employee who tests positive will be referred back to the procedure contained in Section 2. The cost of the annual physical examination required of the bus drivers shall be borne by the Board.

ARTICLE 35 - BUS DRIVERS ANNUAL PHYSICAL/DRUG TEST

SECTION 5. Cost of Drug Testing

All drug testing with the exception of the employee requested test, shall be at the expense of the District.

ARTICLE 36 - PROHIBITION OF STRIKES

SEIU/FPSU agrees not to engage in a strike, work stoppage or other similar forms of interference with the operation and accomplishment of the mission of the Board.

Any employee who participates in or promotes a strike, work stoppage or other similar forms of interference with the operation and accomplishment of the mission of the District shall be subject to disciplinary action, up to and including discharge, subject to fact as determined by the District.

Failure to abide by the terms set forth above will automatically terminate this agreement.

In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the District, the president or executive director or designee of SEIU/FPSU shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about a prompt resumption of normal operations. SEIU/FPSU president or executive director or designee shall notify the District within twenty-four (24) hours after the commencement of such strike and indicate the measures it has taken to comply with the provisions of this section.

ARTICLE 37 - GENERAL PROVISIONS

- A. A copy of any ratified and approved new Collective Bargaining Agreement or of any ratified and approved amendment(s) to an existing Agreement shall be posted on the District's website under the Department of Labor Relations as soon as possible, but not later than forty-five (45) days of the signing of the ratified and approved Agreement or amendment(s) thereto. Administrators/supervisors will be requested to post notices to inform employees covered by this Agreement where the Agreement and/or amendment(s) thereto can be located on the District's website.
- B. Each new employee will be informed where the Agreement and/or amendment(s) thereto can be located on the District's website at the time of his/her employment during New Employee Orientation (NEO).
- C. At the option of the Union, a hard copy of the Agreement and/or amendment(s) thereto may be printed and distributed to employees in the bargaining unit at Union expense. At the option of the District, a hard copy of the Agreement and/or amendments thereto may be printed and distributed to management staff at District expense. Nothing herein is to be construed to limit the parties from agreeing to have a sufficient number of hard copies printed by one printer for both parties at the same time at a pro-rated cost to each party directly related to the number of copies of each party's printing requirements each time the parties ratify and approve a new Agreement or ratify and approve amendment(s) to an existing Agreement.

ARTICLE 38 - SAVINGS CLAUSE

This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement. If either party desires, a meeting shall be held within thirty (30) days of a ruling declaring a provision invalid to consider the development of new language consistent with the applicable law.

ARTICLE 39 - ENTIRE AGREEMENT

The District and SEIU/FPSU acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth and solely embodied in this agreement.

The District and SEIU/FPSU agree that all negotiable items that should or could have been discussed during negotiations leading to this agreement, were discussed, and that this agreement represents all items agreed to and that no additional negotiations unless stipulated in the agreement will be conducted during the life of this agreement except by mutual consent of the parties.

The terms and conditions of this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties through a written and signed amendment executed according to the provisions of this agreement.

This agreement shall supersede any rules, regulations or practices promulgated and adopted by the District, which are in direct conflict in terms or conditions contained herein.

APPENDIX A - SALARY SCHEDULES

FPSU - ALL GROUPS FY2009 SALARY SCHEDULE
12 Month Calendar, 8 Hours Per Day

Effective January 1, 2009

Step	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14	Level 15	Level 16	Step
1	14,982	16,385	17,922	19,601	21,435	23,447	25,644	28,047	30,674	33,551	36,693	40,131	43,892	1
2	15,391	16,821	18,388	20,098	21,965	24,008	26,241	28,682	31,350	34,266	37,451	40,933	44,740	2
3	15,811	17,270	18,865	20,606	22,507	24,585	26,855	29,334	32,041	34,996	38,227	41,755	45,609	3
4	16,245	17,733	19,357	21,130	23,063	25,177	27,483	29,999	32,747	35,747	39,020	42,594	46,496	4
5	16,686	18,205	19,858	21,664	23,633	25,781	28,123	30,680	33,470	36,513	39,830	43,449	47,396	5
6	17,144	18,690	20,376	22,214	24,217	26,400	28,782	31,378	34,208	37,292	40,655	44,321	48,319	6
7	17,612	19,190	20,905	22,778	24,816	27,035	29,457	32,091	34,963	38,091	41,499	45,212	49,256	7
8	18,095	19,700	21,451	23,356	25,428	27,686	30,144	32,821	35,733	38,907	42,360	46,119	50,213	8
9	18,590	20,226	22,009	23,949	26,057	28,352	30,848	33,566	36,522	39,738	43,237	47,045	51,189	9
10	19,097	20,767	22,581	24,554	26,701	29,033	31,570	34,328	37,326	40,590	44,135	47,991	52,182	10
11	19,619	21,320	23,169	25,178	27,360	29,732	32,306	35,108	38,151	41,457	45,051	48,955	53,197	11
12	20,156	21,889	23,772	25,815	28,034	30,446	33,064	35,907	38,993	42,345	45,985	49,938	54,229	12
13	20,708	22,473	24,389	26,470	28,729	31,178	33,837	36,720	39,852	43,251	46,938	50,941	55,282	13
14	21,273	23,073	25,025	27,141	29,436	31,927	34,627	37,555	40,733	44,176	47,911	51,962	56,355	14
15	21,854	23,688	25,675	27,829	30,168	32,695	35,437	38,410	41,630	45,122	48,906	53,007	57,450	15
16	22,452	24,321	26,344	28,537	30,912	33,480	36,267	39,280	42,548	46,089	49,920	54,070	58,565	16
17	23,065	24,968	27,029	29,259	31,672	34,285	37,113	40,175	43,488	47,073	50,953	55,158	59,704	17
18	23,698	25,638	27,734	30,000	32,455	35,109	37,981	41,087	44,449	48,081	52,013	56,263	60,864	18
19	24,346	26,319	28,454	30,761	33,256	35,955	38,870	42,022	45,428	49,110	53,090	57,393	62,046	19
20	25,008	27,023	29,195	31,542	34,079	36,818	39,779	42,975	46,429	50,162	54,192	58,546	63,249	20
21	25,696	27,742	29,953	32,343	34,921	37,703	40,708	43,952	47,453	51,235	55,317	59,722	64,478	21
22	26,396	28,482	30,733	33,161	35,784	38,610	41,660	44,950	48,500	52,330	56,462	60,921	65,732	22
23	27,118	29,244	31,532	34,002	36,666	39,538	42,634	45,971	49,569	53,450	57,634	62,141	67,007	23
24	27,858	30,024	32,354	34,865	37,572	40,490	43,632	47,017	50,664	54,593	58,830	63,392	68,307	24
25	28,621	30,824	33,197	35,749	38,501	41,461	44,653	48,084	51,781	55,763	60,048	64,664	69,634	25
26	29,403	31,646	34,059	36,657	39,452	42,459	45,696	49,176	52,924	56,957	61,295	65,963	70,987	26

APPENDIX A - SALARY SCHEDULES

FPSU - ALL GROUPS FY2009 SALARY SCHEDULE
196 Day Calendar, 8 Hours Per Day

Effective January 1, 2009

Step	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14	Level 15	Level 16	Step
1	12,443	13,608	14,885	16,279	17,802	19,473	21,297	23,293	25,476	27,864	30,475	33,330	36,454	1
2	12,782	13,971	15,271	16,690	18,242	19,940	21,793	23,821	26,037	28,459	31,104	33,996	37,157	2
3	13,131	14,343	15,668	17,113	18,693	20,418	22,302	24,362	26,610	29,065	31,748	34,678	37,878	3
4	13,492	14,727	16,075	17,549	19,154	20,909	22,827	24,914	27,197	29,687	32,406	35,376	38,615	4
5	13,858	15,119	16,492	17,992	19,628	21,410	23,357	25,481	27,797	30,324	33,079	36,086	39,363	5
6	14,238	15,522	16,923	18,449	20,111	21,926	23,904	26,060	28,410	30,972	33,764	36,810	40,130	6
7	14,627	15,938	17,361	18,917	20,609	22,453	24,464	26,652	29,037	31,635	34,466	37,548	40,908	7
8	15,029	16,361	17,815	19,396	21,118	22,994	25,035	27,257	29,676	32,313	35,181	38,303	41,702	8
9	15,439	16,797	18,278	19,890	21,640	23,547	25,620	27,877	30,333	33,003	35,908	39,071	42,513	9
10	15,861	17,246	18,754	20,393	22,175	24,112	26,220	28,510	31,000	33,709	36,655	39,857	43,337	10
11	16,293	17,707	19,243	20,910	22,724	24,692	26,832	29,157	31,685	34,430	37,417	40,657	44,180	11
12	16,739	18,178	19,743	21,439	23,283	25,286	27,459	29,821	32,383	35,168	38,191	41,474	45,038	12
13	17,199	18,664	20,255	21,983	23,860	25,894	28,103	30,497	33,097	35,919	38,982	42,307	45,912	13
14	17,667	19,163	20,784	22,541	24,447	26,515	28,758	31,190	33,829	36,687	39,790	43,155	46,804	14
15	18,149	19,674	21,323	23,113	25,053	27,154	29,431	31,901	34,575	37,475	40,617	44,022	47,714	15
16	18,646	20,199	21,879	23,700	25,672	27,805	30,120	32,623	35,336	38,277	41,459	44,906	48,640	16
17	19,157	20,737	22,447	24,299	26,305	28,474	30,822	33,365	36,116	39,094	42,318	45,808	49,585	17
18	19,681	21,291	23,032	24,915	26,954	29,158	31,544	34,123	36,914	39,932	43,197	46,726	50,548	18
19	20,219	21,859	23,631	25,547	27,619	29,861	32,281	34,898	37,729	40,786	44,093	47,666	51,528	19
20	20,769	22,442	24,246	26,197	28,302	30,579	33,038	35,692	38,560	41,660	45,006	48,622	52,530	20
21	21,340	23,040	24,877	26,861	29,003	31,313	33,809	36,502	39,411	42,550	45,941	49,600	53,550	21
22	21,923	23,655	25,522	27,542	29,720	32,066	34,599	37,332	40,280	43,461	46,892	50,595	54,590	22
23	22,522	24,288	26,190	28,239	30,451	32,837	35,407	38,180	41,168	44,390	47,866	51,609	55,650	23
24	23,137	24,934	26,870	28,956	31,204	33,626	36,237	39,048	42,078	45,341	48,858	52,648	56,729	24
25	23,770	25,599	27,571	29,690	31,975	34,433	37,084	39,935	43,005	46,311	49,872	53,704	57,832	25
26	24,419	26,282	28,287	30,444	32,764	35,263	37,951	40,842	43,953	47,304	50,907	54,783	58,955	26

APPENDIX A - SALARY SCHEDULES

FPSU - ALL GROUPS FY2009 SALARY SCHEDULE
196 Day Calendar, 6 Hours Per Day

Effective January 1, 2009

Step	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14	Level 15	Level 16	Step
1	9,332	10,206	11,164	12,209	13,352	14,605	15,973	17,470	19,107	20,898	22,856	24,998	27,341	1
2	9,587	10,478	11,453	12,518	13,682	14,955	16,345	17,866	19,528	21,344	23,328	25,497	27,868	2
3	9,848	10,757	11,751	12,835	14,020	15,314	16,727	18,272	19,958	21,799	23,811	26,009	28,409	3
4	10,119	11,045	12,056	13,162	14,366	15,682	17,120	18,686	20,398	22,265	24,305	26,532	28,961	4
5	10,394	11,339	12,369	13,494	14,721	16,058	17,518	19,111	20,848	22,743	24,809	27,065	29,522	5
6	10,679	11,642	12,692	13,837	15,083	16,445	17,928	19,545	21,308	23,229	25,323	27,608	30,098	6
7	10,970	11,954	13,021	14,188	15,457	16,840	18,348	19,989	21,778	23,726	25,850	28,161	30,681	7
8	11,272	12,271	13,361	14,547	15,839	17,246	18,776	20,443	22,257	24,235	26,386	28,727	31,277	8
9	11,579	12,598	13,709	14,918	16,230	17,660	19,215	20,908	22,750	24,752	26,931	29,303	31,885	9
10	11,896	12,935	14,066	15,295	16,631	18,084	19,665	21,383	23,250	25,282	27,491	29,893	32,503	10
11	12,220	13,280	14,432	15,683	17,043	18,519	20,124	21,868	23,764	25,823	28,063	30,493	33,135	11
12	12,554	13,634	14,807	16,079	17,462	18,965	20,594	22,366	24,287	26,376	28,643	31,106	33,779	12
13	12,899	13,998	15,191	16,487	17,895	19,421	21,077	22,873	24,823	26,939	29,237	31,730	34,434	13
14	13,250	14,372	15,588	16,906	18,335	19,886	21,569	23,393	25,372	27,515	29,843	32,366	35,103	14
15	13,612	14,756	15,992	17,335	18,790	20,366	22,073	23,926	25,931	28,106	30,463	33,017	35,786	15
16	13,985	15,149	16,409	17,775	19,254	20,854	22,590	24,467	26,502	28,708	31,094	33,680	36,480	16
17	14,368	15,553	16,835	18,224	19,729	21,356	23,117	25,024	27,087	29,321	31,739	34,356	37,189	17
18	14,761	15,968	17,274	18,686	20,216	21,869	23,658	25,592	27,686	29,949	32,398	35,045	37,911	18
19	15,164	16,394	17,723	19,160	20,714	22,396	24,211	26,174	28,297	30,590	33,070	35,750	38,646	19
20	15,577	16,832	18,185	19,648	21,227	22,934	24,779	26,769	28,920	31,245	33,755	36,467	39,398	20
21	16,005	17,280	18,658	20,146	21,752	23,485	25,357	27,377	29,558	31,913	34,456	37,200	40,163	21
22	16,442	17,741	19,142	20,657	22,290	24,050	25,949	27,999	30,210	32,596	35,169	37,946	40,943	22
23	16,892	18,216	19,643	21,179	22,838	24,628	26,555	28,635	30,876	33,293	35,900	38,707	41,738	23
24	17,353	18,701	20,153	21,717	23,403	25,220	27,178	29,286	31,559	34,006	36,644	39,486	42,547	24
25	17,828	19,199	20,678	22,268	23,981	25,825	27,813	29,951	32,254	34,733	37,404	40,278	43,374	25
26	18,314	19,712	21,215	22,833	24,573	26,447	28,463	30,632	32,965	35,478	38,180	41,087	44,216	26

APPENDIX A - SALARY SCHEDULES

FPSU - ALL GROUPS FY2009 SALARY SCHEDULE
182 Day Calendar, 8 Hours Per Day

Effective January 1, 2009

Step	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14	Level 15	Level 16	Step
1	11,555	12,636	13,821	15,116	16,530	18,083	19,776	21,629	23,656	25,874	28,298	30,949	33,849	1
2	11,870	12,971	14,180	15,499	16,939	18,515	20,237	22,119	24,177	26,425	28,881	31,567	34,504	2
3	12,194	13,318	14,548	15,891	17,356	18,960	20,709	22,622	24,711	26,989	29,481	32,201	35,173	3
4	12,527	13,675	14,927	16,296	17,787	19,416	21,195	23,135	25,254	27,569	30,092	32,849	35,857	4
5	12,868	14,039	15,313	16,708	18,225	19,882	21,688	23,660	25,811	28,158	30,716	33,507	36,552	5
6	13,221	14,415	15,714	17,131	18,675	20,359	22,196	24,197	26,380	28,759	31,353	34,180	37,263	6
7	13,581	14,799	16,122	17,565	19,137	20,850	22,717	24,747	26,964	29,376	32,003	34,867	37,985	7
8	13,955	15,193	16,542	18,011	19,608	21,351	23,247	25,310	27,556	30,004	32,667	35,567	38,723	8
9	14,336	15,598	16,972	18,469	20,095	21,865	23,790	25,886	28,165	30,646	33,344	36,280	39,476	9
10	14,728	16,016	17,414	18,936	20,591	22,390	24,346	26,473	28,785	31,302	34,036	37,011	40,241	10
11	15,131	16,441	17,868	19,417	21,100	22,929	24,914	27,075	29,421	31,972	34,743	37,754	41,024	11
12	15,545	16,881	18,333	19,909	21,620	23,478	25,497	27,691	30,071	32,655	35,463	38,511	41,821	12
13	15,969	17,330	18,809	20,413	22,154	24,045	26,095	28,318	30,734	33,355	36,198	39,284	42,633	13
14	16,407	17,794	19,299	20,931	22,701	24,621	26,704	28,962	31,412	34,068	36,948	40,073	43,461	14
15	16,852	18,268	19,801	21,461	23,263	25,214	27,328	29,622	32,106	34,798	37,716	40,878	44,306	15
16	17,315	18,756	20,316	22,008	23,838	25,820	27,968	30,292	32,812	35,543	38,498	41,699	45,166	16
17	17,788	19,255	20,845	22,564	24,426	26,440	28,621	30,981	33,538	36,302	39,296	42,536	46,042	17
18	18,275	19,772	21,386	23,136	25,029	27,076	29,290	31,686	34,278	37,079	40,110	43,389	46,938	18
19	18,776	20,297	21,943	23,723	25,647	27,728	29,976	32,406	35,033	37,873	40,942	44,261	47,848	19
20	19,285	20,840	22,514	24,325	26,281	28,394	30,678	33,143	35,805	38,685	41,791	45,149	48,777	20
21	19,816	21,395	23,100	24,941	26,929	29,075	31,394	33,895	36,596	39,512	42,659	46,057	49,725	21
22	20,356	21,965	23,701	25,573	27,597	29,776	32,128	34,665	37,402	40,356	43,544	46,981	50,691	22
23	20,913	22,553	24,318	26,222	28,275	30,492	32,879	35,452	38,227	41,220	44,448	47,924	51,676	23
24	21,484	23,153	24,952	26,887	28,976	31,224	33,649	36,259	39,072	42,102	45,370	48,888	52,677	24
25	22,072	23,771	25,600	27,571	29,692	31,975	34,435	37,081	39,933	43,004	46,309	49,868	53,701	25
26	22,675	24,405	26,265	28,269	30,425	32,744	35,241	37,925	40,814	43,924	47,270	50,869	54,743	26

APPENDIX A - SALARY SCHEDULES

FPSU - ALL GROUPS FY2009 SALARY SCHEDULE
182 Day Calendar, 6 Hours Per Day

Effective January 1, 2009

Step	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14	Level 15	Level 16	Step
1	8,666	9,477	10,366	11,337	12,398	13,562	14,832	16,222	17,742	19,406	21,224	23,212	25,387	1
2	8,903	9,728	10,635	11,624	12,704	13,886	15,178	16,589	18,133	19,819	21,661	23,675	25,878	2
3	9,146	9,989	10,911	11,918	13,017	14,220	15,532	16,967	18,533	20,242	22,111	24,151	26,380	3
4	9,395	10,256	11,195	12,222	13,340	14,562	15,896	17,351	18,941	20,677	22,569	24,637	26,893	4
5	9,651	10,529	11,485	12,531	13,669	14,912	16,266	17,745	19,358	21,119	23,037	25,130	27,414	5
6	9,916	10,811	11,786	12,848	14,006	15,269	16,647	18,148	19,785	21,569	23,515	25,635	27,947	6
7	10,186	11,099	12,092	13,174	14,353	15,638	17,038	18,560	20,223	22,032	24,002	26,150	28,489	7
8	10,466	11,395	12,407	13,508	14,706	16,013	17,435	18,983	20,667	22,503	24,500	26,675	29,042	8
9	10,752	11,699	12,729	13,852	15,071	16,399	17,843	19,415	21,124	22,985	25,008	27,210	29,607	9
10	11,046	12,012	13,061	14,202	15,443	16,793	18,260	19,855	21,589	23,477	25,527	27,758	30,181	10
11	11,348	12,331	13,401	14,563	15,825	17,197	18,686	20,306	22,066	23,979	26,057	28,316	30,768	11
12	11,659	12,661	13,750	14,932	16,215	17,609	19,123	20,768	22,553	24,491	26,597	28,883	31,366	12
13	11,977	12,998	14,107	15,310	16,616	18,034	19,571	21,239	23,051	25,016	27,149	29,463	31,975	13
14	12,305	13,346	14,474	15,698	17,026	18,466	20,028	21,722	23,559	25,551	27,711	30,055	32,596	14
15	12,639	13,701	14,851	16,096	17,447	18,911	20,496	22,217	24,080	26,099	28,287	30,659	33,230	15
16	12,986	14,067	15,237	16,506	17,879	19,365	20,976	22,719	24,609	26,657	28,874	31,274	33,875	16
17	13,341	14,441	15,634	16,923	18,320	19,830	21,466	23,236	25,154	27,227	29,472	31,902	34,532	17
18	13,706	14,829	16,040	17,352	18,772	20,307	21,968	23,765	25,709	27,809	30,083	32,542	35,204	18
19	14,082	15,223	16,457	17,792	19,235	20,796	22,482	24,305	26,275	28,405	30,707	33,196	35,886	19
20	14,464	15,630	16,886	18,244	19,711	21,296	23,009	24,857	26,854	29,014	31,343	33,862	36,583	20
21	14,862	16,046	17,325	18,706	20,197	21,806	23,546	25,421	27,447	29,634	31,994	34,543	37,294	21
22	15,267	16,474	17,776	19,180	20,698	22,332	24,096	25,999	28,052	30,267	32,658	35,236	38,018	22
23	15,685	16,915	18,239	19,667	21,206	22,869	24,659	26,589	28,670	30,915	33,336	35,943	38,757	23
24	16,113	17,365	18,714	20,165	21,732	23,418	25,237	27,194	29,304	31,577	34,028	36,666	39,508	24
25	16,554	17,828	19,200	20,678	22,269	23,981	25,826	27,811	29,950	32,253	34,732	37,401	40,276	25
26	17,006	18,304	19,699	21,202	22,819	24,558	26,431	28,444	30,611	32,943	35,453	38,152	41,057	26

APPENDIX A - SALARY SCHEDULES

FPSU - ALL GROUPS FY2009 SALARY SCHEDULE
180 Day Calendar, 8 Hours Per Day

Effective January 1, 2009

Step	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14	Level 15	Level 16	Step
1	11,427	12,497	13,670	14,950	16,349	17,883	19,559	21,391	23,396	25,590	27,987	30,608	33,476	1
2	11,739	12,830	14,024	15,329	16,752	18,311	20,014	21,876	23,911	26,135	28,564	31,220	34,124	2
3	12,059	13,171	14,388	15,716	17,167	18,752	20,483	22,374	24,438	26,692	29,156	31,846	34,787	3
4	12,390	13,525	14,763	16,116	17,591	19,203	20,962	22,881	24,977	27,265	29,762	32,487	35,462	4
5	12,727	13,885	15,146	16,523	18,025	19,664	21,450	23,400	25,529	27,849	30,379	33,139	36,150	5
6	13,076	14,256	15,541	16,942	18,470	20,136	21,952	23,932	26,091	28,444	31,008	33,804	36,854	6
7	13,433	14,637	15,945	17,373	18,927	20,620	22,467	24,476	26,666	29,053	31,652	34,483	37,568	7
8	13,802	15,026	16,361	17,814	19,394	21,116	22,991	25,033	27,253	29,675	32,309	35,176	38,298	8
9	14,178	15,426	16,786	18,266	19,874	21,624	23,528	25,601	27,856	30,308	32,978	35,883	39,043	9
10	14,566	15,840	17,223	18,728	20,365	22,144	24,079	26,182	28,469	30,958	33,663	36,604	39,800	10
11	14,963	16,261	17,672	19,204	20,868	22,677	24,640	26,778	29,099	31,620	34,361	37,338	40,574	11
12	15,373	16,695	18,132	19,689	21,381	23,221	25,218	27,387	29,740	32,297	35,073	38,089	41,361	12
13	15,795	17,140	18,602	20,189	21,913	23,780	25,808	28,007	30,396	32,988	35,800	38,853	42,164	13
14	16,225	17,598	19,086	20,701	22,451	24,351	26,411	28,644	31,067	33,694	36,543	39,632	42,983	14
15	16,668	18,067	19,583	21,225	23,009	24,937	27,028	29,295	31,752	34,415	37,301	40,430	43,818	15
16	17,125	18,550	20,093	21,765	23,577	25,536	27,661	29,959	32,452	35,152	38,075	41,240	44,669	16
17	17,592	19,043	20,615	22,316	24,157	26,150	28,306	30,642	33,168	35,903	38,863	42,069	45,537	17
18	18,074	19,554	21,153	22,882	24,754	26,778	28,968	31,337	33,902	36,672	39,671	42,912	46,422	18
19	18,569	20,074	21,703	23,462	25,364	27,424	29,646	32,050	34,648	37,456	40,492	43,774	47,323	19
20	19,074	20,611	22,268	24,058	25,993	28,082	30,340	32,778	35,412	38,259	41,332	44,654	48,241	20
21	19,598	21,159	22,846	24,669	26,634	28,757	31,049	33,522	36,194	39,077	42,190	45,551	49,178	21
22	20,132	21,724	23,441	25,293	27,292	29,448	31,774	34,284	36,991	39,913	43,064	46,465	50,134	22
23	20,683	22,305	24,050	25,934	27,965	30,156	32,518	35,063	37,807	40,767	43,958	47,396	51,107	23
24	21,248	22,899	24,677	26,591	28,656	30,883	33,279	35,860	38,643	41,639	44,870	48,350	52,099	24
25	21,830	23,510	25,319	27,267	29,365	31,623	34,057	36,674	39,494	42,531	45,800	49,320	53,111	25
26	22,426	24,136	25,977	27,958	30,090	32,384	34,852	37,507	40,365	43,442	46,751	50,312	54,143	26

APPENDIX A - SALARY SCHEDULES

FPSU - ALL GROUPS FY2009 SALARY SCHEDULE
180 Day Calendar, 6 Hours Per Day

Effective January 1, 2009

Step	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14	Level 15	Level 16	Step
1	8,570	9,373	10,253	11,213	12,262	13,412	14,669	16,043	17,547	19,193	20,990	22,956	25,107	1
2	8,804	9,623	10,518	11,497	12,564	13,733	15,011	16,407	17,933	19,601	21,423	23,415	25,593	2
3	9,044	9,878	10,791	11,787	12,875	14,064	15,362	16,781	18,329	20,019	21,867	23,885	26,090	3
4	9,293	10,144	11,072	12,087	13,193	14,402	15,722	17,161	18,733	20,449	22,322	24,365	26,597	4
5	9,545	10,414	11,360	12,392	13,519	14,748	16,088	17,550	19,147	20,887	22,784	24,854	27,113	5
6	9,807	10,692	11,656	12,707	13,853	15,102	16,464	17,949	19,568	21,333	23,256	25,353	27,641	6
7	10,075	10,978	11,959	13,030	14,195	15,465	16,850	18,357	20,000	21,790	23,739	25,862	28,176	7
8	10,352	11,270	12,271	13,361	14,546	15,837	17,243	18,775	20,440	22,256	24,232	26,382	28,724	8
9	10,634	11,570	12,590	13,700	14,906	16,218	17,646	19,201	20,892	22,731	24,734	26,912	29,282	9
10	10,925	11,880	12,917	14,046	15,274	16,608	18,059	19,637	21,352	23,219	25,247	27,453	29,850	10
11	11,222	12,196	13,254	14,403	15,651	17,008	18,480	20,084	21,824	23,715	25,771	28,004	30,431	11
12	11,530	12,521	13,599	14,767	16,036	17,416	18,914	20,540	22,305	24,223	26,305	28,567	31,021	12
13	11,846	12,855	13,952	15,142	16,435	17,835	19,356	21,005	22,797	24,741	26,850	29,140	31,623	13
14	12,169	13,199	14,315	15,526	16,838	18,263	19,808	21,483	23,300	25,271	27,407	29,724	32,237	14
15	12,501	13,550	14,687	15,919	17,257	18,703	20,271	21,971	23,814	25,811	27,976	30,323	32,864	15
16	12,844	13,913	15,070	16,324	17,683	19,152	20,746	22,469	24,339	26,364	28,556	30,930	33,502	16
17	13,194	14,282	15,461	16,737	18,118	19,613	21,230	22,982	24,876	26,927	29,147	31,552	34,153	17
18	13,556	14,666	15,865	17,162	18,566	20,084	21,726	23,503	25,427	27,504	29,753	32,184	34,817	18
19	13,927	15,056	16,277	17,597	19,023	20,568	22,235	24,038	25,986	28,092	30,369	32,831	35,492	19
20	14,306	15,458	16,701	18,044	19,495	21,062	22,755	24,584	26,559	28,694	30,999	33,491	36,181	20
21	14,699	15,869	17,135	18,502	19,976	21,568	23,287	25,142	27,146	29,308	31,643	34,163	36,884	21
22	15,099	16,293	17,581	18,970	20,469	22,086	23,831	25,713	27,743	29,935	32,298	34,849	37,601	22
23	15,512	16,729	18,038	19,451	20,974	22,617	24,389	26,297	28,355	30,575	32,969	35,547	38,330	23
24	15,936	17,174	18,508	19,943	21,492	23,162	24,959	26,895	28,982	31,229	33,653	36,263	39,074	24
25	16,373	17,633	18,989	20,450	22,024	23,717	25,543	27,506	29,621	31,898	34,350	36,990	39,833	25
26	16,820	18,102	19,483	20,969	22,568	24,288	26,139	28,130	30,274	32,582	35,063	37,734	40,607	26

APPENDIX B - DUES DEDUCTION FORM

SEIU/Florida Public Services Union

Affiliated with the American Federation of Labor and Congress of Industrial Organizations; Food and Allied Service Trades; Industrial Union; Union Label and Service Trades; Maritime Trades; Metal Trades; Public Employees; Transportation Trades; Railway Labor Executive Association; Canadian Labor Congress; Canadian Council of Railway Shopcrafts.

SEIU/Florida Public Services Union _____

Initiation \$ _____ SS# _____ Reg. No. _____

Name of Applicant _____

Address _____

Employed at _____

(Name of Company)

Date of Birth _____
(Month) (Day) (Year)

Age _____

I hereby authorize the SEIU/Florida Public Services Union to represent me for purposes of collective bargaining.

_____, 20____
Date

Signature

SEIU/FLORIDA PUBLIC SERVICES UNION

I REQUEST AND AUTHORIZE THE SCHOOL BOARD OF PALM BEACH COUNTY TO DEDUCT FROM MY EARNINGS, AND TRANSMIT TO THE SEIU/FLORIDA PUBLIC SERVICES UNION, MEMBERSHIP DUES AS ANNUALLY CERTIFIED BY THE UNION. DUES DEDUCTIONS WILL BEGIN IN ACCORDANCE WITH THE ARRANGEMENTS AGREED UPON BY THE UNION. I UNDERSTAND WRITTEN NOTIFICATION TO THE UNION WILL BE REQUIRED TO EFFECT CANCELLATION. NOTIFICATION OF CANCELLATION SHALL BE SUBMITTED TO THE SCHOOL BOARD BY THE UNION AND WILL GO INTO EFFECT WITHIN THIRTY DAYS FOLLOWING RECEIPT OF SAID NOTIFICATION BY THE SCHOOL BOARD.

SIGNATURE

DATE

(PRINT) First Name Initial Last Name

Social Security No.

APPENDIX C – GRIEVANCE FORM



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

FILING DATE

Grievance Report

Non-bargaining Unit Bargaining Unit: AESOP CTA FPSU PBA

NAME OF PERSON FILING GRIEVANCE (last, first, middle initial)	TITLE	LEVEL/STEP
SCHOOL OR DEPARTMENT	TELEPHONE / PX	

Board Policy(ies)/ Administrative Directive(s) misapplied/violated (for non-bargaining unit employees only)

Contract provisions grieved (for bargaining unit employees only)

Grievance Statement (include date of occurrence)

Relief Sought

SIGNATURE OF PERSON FILING GRIEVANCE DATE

SIGNATURE OF ASSOCIATION / UNION OFFICER OR STAFF REPRESENTATIVE (if applicable) DATE TITLE / POSITION

DISPOSITION BY ADMINISTRATION (attach additional sheets if necessary)

SIGNATURE DATE TITLE / POSITION

PBSD 0114 (Rev. 10/30/2007) ORIGINAL - Office of Labor Relations COPY - Appropriate Administrator
 COPY - Association or Union Representative COPY - Person filing grievance