

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

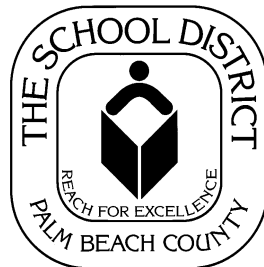
AND

**THE PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

SCHOOL POLICE OFFICERS

January 1, 2009 – December 31, 2011

As Modified July 28, 2010



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ARTICLE 1 - PREAMBLE

This Comprehensive Agreement is entered into this 29th day of July, 2009, by the School District of Palm Beach County, hereinafter referred to as the "School District" or "District," and the Palm Beach County Police Benevolent Association, hereinafter referred to as the "PBA."

The purpose of this agreement is to provide an orderly and peaceful procedure for resolving differences which may arise, and to set forth the agreement of the parties regarding wages, hours, terms and conditions of employment.

ARTICLE 2 - RECOGNITION

- 2.1** The School District hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

- 2.2** The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1001 granted by the Public Employees Relations Commission on December 21, 1992, comprised of all sworn law enforcement personnel of the Palm Beach County School District Police Department in the following classifications: School Police Officer, excluding all other employees of the Palm Beach County School District.

ARTICLE 3 - NON-DISCRIMINATION

- 3.1** The School District will not discriminate against any employee covered by this Agreement because of membership or non-membership in the Association or authorized activity as required in this agreement in behalf of the members of the PBA.

- 3.2** The PBA will not discriminate against employees covered by this agreement as to membership or representation with regard to terms and conditions of membership because of race, creed, sex, age or national origin.

ARTICLE 4 - DUES DEDUCTION

- 4.1 Upon receipt of a lawfully executed written authorization form from an employee, the School District agrees to deduct the current regular association dues once each month and remit such deductions to the duly designated treasurer of the PBA within fifteen (15) working days from the date of deduction. The PBA will notify the School District, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.
- 4.2 Any employee may, at any time, revoke his dues deduction and shall submit such revocation form to the School District's payroll division with a copy to the association.
- 4.3 The PBA agrees to provide necessary Dues Deduction Authorization forms and Notice to stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF PBA DUES

I hereby authorize the Palm Beach County School District to deduct from my wages each month the current regular monthly PBA dues and transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association.

DATE: _____ NAME: _____

ADDRESS: _____

SIGNATURE: _____

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES

I hereby instruct the Palm Beach County School District to stop deduction from my wages each month the current regular monthly PBA dues of the Palm Beach County Police Benevolent Association. A copy of this revocation has been forwarded to the treasurer of the PBA.

DATE: _____ NAME: _____

ADDRESS: _____

SIGNATURE: _____

- 4.4** The PBA agrees to indemnify and hold the School District harmless against any and all claims, suits, orders and judgments brought and issued against the School District as a result of any action taken or not taken by the School District on account of payroll deduction of PBA dues.
- 4.5** The School District will provide such payroll deduction services at an annual cost of one hundred dollars (\$100.00).

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The PBA recognizes the prerogatives of the School District to operate and manage its affairs in all respects; and the powers or authority which the School District has not officially abridged, delegated, or modified by this agreement are retained by the School District. Management officials of the School District retain the rights in accordance with applicable laws and regulations, including but not limited to the following:

1. To manage and direct the employees of the School District.
2. To hire, promote, transfer, schedule, assign and retain employees in positions with the School District.
3. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
4. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
5. To maintain the efficiency of the operations of the School District.
6. To determine the methods, means, and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
7. Organization of the School District.
8. The number of employees to be employed by the School District.
9. The number, types and grades of positions or employees assigned to an organization unit, department or project.
10. Internal security practices.

5.2 The School District has the sole authority to determine the purpose and mission of the schools and the amount of budget to be adopted.

5.3 If, in the sole discretion of the School Board, it is determined that Civil Emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, similar catastrophes, or exigencies, the provisions of this agreement may be suspended by the Superintendent or his/her designee during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

ARTICLE 6 - UNION BUSINESS

- 6.1** Union Representatives, up to a maximum of three (3) employees in any one instance, shall be permitted to use on-duty time for the purpose of conducting PBA business with the School District. Such use of time is at the sole discretion of the Chief of Police and may be denied if the absence of union representatives creates an insufficient number of personnel to maintain efficiency of operations within the School Police Department or unduly disrupts the operation of a school center.
- 6.2** Union Representatives, up to a maximum of three (3), shall be permitted to attend negotiations on an on-duty status. Bargaining unit members on an off-duty status shall not be carried on an on-duty status for the sessions.
- 6.3** A bulletin board will be mounted at an appropriate location for the Union's use.

ARTICLE 7 - POLICE OFFICERS' BILL OF RIGHTS

7.1 All law enforcement officers employed by the School District shall have the following rights and privileges:

1. Rights of Law Enforcement Officers While Under Investigation

Whenever a law enforcement officer is under investigation and subject to interrogation by members of his agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
- B. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
- C. The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one time.
- D. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he/she shall be informed of the name of all complainants.
- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- G. The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
- H. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely

informed of all his/her rights prior to the commencement of the interrogation.

- I. At the request of any law enforcement officer under investigation, he/she shall have the right to be represented by counsel or any other representative of his/her choice who shall be present at all times during such interrogation when the interrogation relates to the officer's continued fitness for law enforcement service.

2. Complaint Review Board

A Complaint Review Board shall be composed of three (3) members: One (1) member selected by the chief administrator of the agency or unit; one (1) member selected by the aggrieved Officer, and a third (3rd) member to be selected by the other two (2) members. The Board members shall be law enforcement officers selected from any state, county, or municipal agency within the county. There shall be a Board for law enforcement officers whose members shall be from the same discipline as the aggrieved officer.

3. Civil Suits Brought by Law Enforcement Officers

Every law enforcement officer shall have the right to bring civil suit against any person, group of persons, or any organization or corporation of the head of such organizations or corporation, for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties or for abridgment of the officer's civil rights arising out of the officer's performance of official duties.

4. Notice of Disciplinary Action

No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any law enforcement officer unless such officer is notified of the action and the reason or reasons thereof prior to the effective date of such action.

5. Retaliation for Exercising Rights

No law enforcement officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by this part.

ARTICLE 8 - INVOLUNTARY TRANSFER

- 8.1** If a School Police Officer is transferred involuntarily, except in an emergency as defined by the Superintendent or designee, the employee shall be given an advanced written notice two (2) week before the effective date of the involuntary transfer. A one (1) week notice of transfer shall be given prior to the beginning of the school year, if applicable.
- 8.2** For the purpose of this Article, the designee shall be the Chief of Police.

ARTICLE 9 - PERSONNEL RECORDS

- 9.1** The School District agrees that all official personnel records shall be kept confidential to the extent provided by law. The provisions of Subsection 231.291, Florida State Statute are hereby incorporated herein. There shall be two (2) employee files, which shall be as follows: one (1) located in Information Management, which shall be the official personnel file, and a Florida Department of Law Enforcement (FDLE) file in the School Police Department.
- 9.2** The School District agrees that in accordance with state law, upon request, a bargaining unit employee shall have the right to inspect his/her personnel record. No record (s) shall be hidden from a member's inspection. Anytime an entry is made into an employee's record, the employee will be notified and given a copy of the entry.
- 9.3** The School District agrees that a member shall have the right to include in his/her official personnel record a written and signed refutation (including signed witness statements) of any material he considers to be detrimental within ten (10) working days of the employee's receipt of the material.
- 9.4** All such insertions will remain a permanent part of the member's official personnel records.

ARTICLE 10 - SENIORITY, LAY-OFF, AND RECALL RIGHTS

- 10.1** Seniority shall be defined as the total length of continuous services in the Police Department. Seniority shall continue to accrue during all types of compensable leave. Approved leaves of absence without pay shall not count towards the accrual of seniority.
- 10.2** The Chief of Police may initiate the lay-off of a member when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the Department organization, or for other related reasons which are outside the member's control and which do not reflect discredit on the member.

In the event of a lay-off for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off, who has advanced to the present classification in which he/she held a permanent appointment, shall be given a position in a lower classification in the same Department. His/Her seniority in the lower classification shall be established according to the date of his/her original (first) appointment to that classification. Employees shall be called back from lay-off according to the seniority in the classification from which the employee was laid off within the Department. Probationary employees shall have no recall rights.

Persons promoted out of the bargaining unit shall be permitted to bump into the bargaining unit for a period of one (1) year after the date of promotion.

ARTICLE 11 - LEGAL BENEFITS

11.1 The School District is authorized to provide legal services for officers and employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities. The School District shall provide for reimbursement of reasonable expenses for legal services for officers and employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities upon successful defense by the employee or officer. However, in any case in which the officer or employee pleads guilty or *nolo contendere* or is found guilty of any such action, the officer or employee shall reimburse the Board for any legal services which the Board may have supplied pursuant to this section. A School District may also reimburse an officer or employee of the School District for any judgment which may be entered against him in a civil action arising out of and in the course of the performance of his assigned duties and responsibilities. Each expenditure by a School District for legal defense of an officer or employee, or for reimbursement pursuant to this section, shall be made at a public meeting with notice pursuant to S. 120.53(1)(d). The providing of such legal services or reimbursement under the conditions described above is declared to be a district school purpose for which district school funds may be expended.

ARTICLE 12 - PROBATION

- 12.1 Any bargaining unit member who submits his/her resignation will be permitted to continue his/her employment for the one (1) week notice period or be paid for the one (1) week in lieu thereof at the discretion of the Chief of Police.
- 12.2 Employees who are new in the system shall be considered probationary for the first (1st) eighteen (18) months after certification or date of employment, if certified. During such probationary period, the employee may be terminated without recourse.
- 12.3 Employees who satisfactorily complete the probationary period shall be granted a step on the salary/wage schedule, effective the beginning of the first pay period following completion of the probationary period.

ARTICLE 13 – HEALTH, LIFE, DENTAL AND VISION INSURANCE BENEFITS

13.1 - HEALTH, LIFE, DENTAL AND VISION INSURANCE BENEFITS

Effective January 1, 2010 the following provisions shall supersede all previous articles/sections regarding health/medical, dental, vision and life insurance benefits. This Section shall be included in each respective PERC recognized organization's Collective Bargaining Agreement, or negotiated modifications thereto, upon ratification by each respective employee organization and approval of the School Board.

1. (a) Effective January 1, 2010, 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 eligible 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.

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 benefits 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~~10~~ 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.

Effective January 1, 2010 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.

- (b) (i) Effective January 1, 2010 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, 2010 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, 2010 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

(c) (ii) The parties agree to reopen coalition negotiations in 2010 on any additional premium increases for calendar year 2011.

5. (a) Effective January 1, 2010 and thereafter, all eligible employees may purchase through payroll deductions the following benefits with pre-tax dollars when legally eligible:

- 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 Dependent Care Flexible Spending Account (following IRS requirements) through payroll deductions with pre-tax dollars.

(b) Effective January 1, 2010 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 or on-line process within 30 days of employment or during enrollment periods, he/she will automatically be enrolled in a default benefits plan with employee only coverage. If an employee does not submit all required dependent and/or domestic partner verification documents within 30 days of employment or during enrollment periods the employee will be denied dependent and/or domestic partner coverage as applicable.

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 \$ 100 annual deductible per individual with a maximum of \$200 per family as well as various co-payments for Tier I, Tier II, Tier III and Tier IV prescriptions. There will be no annual deductible for mail order maintenance prescriptions. The carrier will determine tier placement of all drugs covered under the Outpatient Prescription Drug coverage. Additionally, the following language will be included in our Summary Plan Description (SPD):

Exclusions

- A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product.
- A Prescription Drug Product contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product.

(b) The regular HMO Plan is defined as an HMO with primary care provider office visit co-pay of \$25, a specialist office visit co-pay of \$35, an emergency room co-pay of \$150, 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. Out of pocket maximums for this percentage co-insurance will be applied per policy language with an annual calendar year maximum of \$3,000 per individual and \$6,000 per family.

Additionally, the prescription co-pay for up to a 30-day supply will be \$10 for Tier I prescriptions, \$30 for Tier II prescriptions \$ 60 for Tier III prescriptions and \$100 for Tier IV prescriptions. Mail order will be available for 2 times the co-pays previously listed for up to a 90-day supply of maintenance prescriptions.

- (c) A catastrophic HMO Plan will be offered for 2010 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, co-insurance and a deductible. For 2010 and thereafter, the catastrophic HMO Plan's co-pays are as follows:

A primary physician's office visit co-pay of \$40, a specialist office visit co-pay of \$60, an emergency room co-pay of \$250, an urgent care co-pay of \$75, 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 of pocket maximums for this percentage co-insurance will be applied per policy language with an annual calendar year maximum of \$6,000 per individual and \$12,000 per family. 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.

- (d) The POS and PPO Medical Plan will provide medical 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. Office visit co-pays for in-network primary care providers will be \$25 and co-pays for in-network specialist office visits will be \$40. In the POS plan, out of pocket maximums for the percentage co-insurance will be applied per policy language with an annual calendar year maximum of \$4,000 per individual and \$8,000 per family for in-network and \$8,000 per individual /\$16,000 per family for out of network. In the PPO plan, out of pocket maximums for this percentage co-insurance will be applied per policy language with an annual calendar year of \$5,000 per individual and \$10,000 per family in network and \$10,000 individual/\$20,000 per family for out of network.

7. An employee eligible for medical benefits is eligible to enroll his/her eligible domestic partner in the medical plan. An employee and his/her domestic partner must meet the following requirements in order to 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 for domestic partner benefits is the same as the premium for the Employee Plus Spouse option except that the domestic partner benefits premium will be taxed on a post tax basis and any District paid 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 Children option on a pre-tax basis and in addition the premium for domestic partner benefits 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, when legally allowed, 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.

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) (c) (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 or FMLA leave with the District ends 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.

12. Wellness Initiatives

During 2010, through the Insurance Committee, the District and the bargaining units agree to explore, implement and support wellness rewards that reward active employee participation in the District's Health and Wellness efforts. This will be accomplished in partnership

with the District, bargaining units and the providers to create intensive communication efforts, utilization of community resource information, and other support tools..

13.2- Retired Employees

Retired employees may continue their health, hospitalization and dental insurance coverage. Retired employees must pay the full cost for themselves and any dependents. Such cost shall not exceed the total cost of coverage for regular employees in accordance with applicable Florida State Statutes.

13.3 - Vehicle Coverage

If an employee's vehicle is vandalized while on the property of the District, the employee will be reimbursed for the damage to the vehicle when it is determined that the vandalism occurred on District property. Such determination may be made by a School Police Supervisor, witness testimony or apprehension of the person(s) responsible for the damage.

The maximum total liability of the District will be eight hundred dollars (\$800.00) per occurrence, less any amount reimbursable by insurance. The maximum total liability of the District will be thirty-five thousand dollars (\$35,000.00) per school year (July 1 - June 30) for PBA. An employee who submits a fraudulent claim shall be subject to disciplinary action up to and including discharge.

ARTICLE 14 - FUNERAL EXPENSES

- 14.1** The sum of \$25,000 shall be paid as hereinafter provided when a law enforcement officer, while engaged in the performance of his/her law enforcement duties, is accidentally killed or received accidental bodily injury which subsequently results in the loss of his/her life within one (1) year provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.
- 14.2** If a law enforcement officer, while engaged in the performance of his law enforcement duties, is unlawfully and intentionally killed or subsequently dies within one (1) year as a result of such unlawful and intentional act, the sum of \$75,000 shall be paid as hereinafter provided.
- 14.3** Such payments, pursuant to the provisions above, whether secured by insurance or not, shall be made to the beneficiary designated by such law enforcement officer in writing, signed by him/her and delivered to his/her employer during his lifetime. If no such designation is made, then it shall be paid to his/her surviving child or children and spouse in equal portions, and if there be no surviving child or spouse, then to his/her parent or parents. If a beneficiary designation is not made and there is no surviving child, spouse, or parent, then it shall be paid to his/her estate.
- 14.4** Such payments, pursuant to the provisions above, shall be in addition to any workers' compensation or pension benefits and shall be exempt from the claims and demands of creditors of such law enforcement officer.

ARTICLE 15 - TRAVEL ALLOWANCE

- 15.1 The employee shall receive a mileage reimbursement in accordance with Florida State Statutes while using his/her personal vehicle for authorized School District Police Department business. In the event a District vehicle is provided to the employee, he/she will utilize the District vehicle and will not be eligible for mileage reimbursement when operating the District vehicle. In the event the School District sets any higher rate of reimbursement for any School District employee, then the School Police Officers shall receive the same higher rate of reimbursement.
- 15.2 Any Officer required to travel out of County as authorized by the Chief of Police, who is eligible to receive a per diem reimbursement payment per School Board Policy 6.01 shall be paid that per diem payment as provided in School Board Policy 6.01 and District procedures. All efforts will be made to process this reimbursement payment within twenty-five (25) work days after the properly documented and signed expense report is submitted by the Officer.
- 15.3 Officers not provided with a Department issued vehicle will not be dispatched during the work day to another school. The intent of this Section is for an Officer not to be required to use his/her personal vehicle to drive to another school or non-school site during his/her work day. Driving to and from the Officer's daily work assignment is excluded.

ARTICLE 16 - UNIFORMS AND EQUIPMENT

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

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

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

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

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

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

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

16.5 Officers assigned to the Detective Bureau, upon submitting clothing receipts, totaling at least \$500.00, will receive an additional \$500.00 clothing allowance payable annually effective on or about July 1, in one total payment of \$860.00 (\$360.00 as provided in 16.2 above and \$500.00 as provided herein) and will not receive additional increment payments throughout the year.

ARTICLE 17 - WORKWEEK AND OVERTIME

- 17.1** (a) The School District agrees that the basic work week for bargaining unit employees shall be forty (40) hours, scheduled as the need arises and at the discretion of the Chief of Police. When an employee is scheduled to work on a Saturday and/or on a Sunday, that employee will be paid his/her regular hourly rate except when working on that Saturday and/or Sunday would constitute overtime within the meaning of the Fair Labor Standards Act (FLSA). Any hours in excess of the forty (40) per week will be compensated at the rate of one and one-half (1.5) times the officer's regular hourly rate. Forty (40) hours will be calculated in accordance with the FLSA.
- (b) Overtime compensation shall be paid on the pay date following the pay period that the overtime was worked.
- (c) In lieu of overtime pay, an employee may elect to accumulate compensatory time up to an annual non-reoccurring maximum of twenty-four (24) hours. Both the accumulation of compensatory time and the use of compensatory time shall be at the discretion of the Chief of Police or his/her designee.
- (d) All bargaining unit members may use compensatory time up to a maximum of one (1) day per week during the school year. Said use shall be at the discretion of the Chief of Police or his/her designee.
- (e) All bargaining unit members shall meet with their supervisors prior to May 15 of each school year to schedule when any unused compensatory time will be utilized. All compensatory time utilization must be approved by the Chief or designee. If a bargaining unit member fails to schedule use of compensatory time by May 15th, the Chief or designee will schedule when the compensatory time will be utilized.
- (f) In the event of an exceptional circumstance that prohibits the utilization of compensatory time prior to August 15th of each year, the employee shall be paid at one and a half times his/her current hourly rate of pay effective as of the last pay date in August for all unused compensatory time, and payment will be made to the employee no later than the last pay date in September.
- (g) All compensatory time must be used before the effective date of any leave of absence without pay.
- 17.2** The Chief of Police or designee expressly reserves the right to change work schedules as necessary and for the purpose of avoiding unnecessary overtime as long as statutory requirements set forth in FLSA are not violated.

- 17.3** Bargaining unit members will be given adequate notice of any change in their regular hours of work except where an emergency exists. Bargaining unit members required to work beyond their normal duty hours during riot, hurricane or other emergency condition by the Chief of Police will be entitled to compensation at the rate of one and one-half (1.5) times his/her regular hourly rate.
- 17.4** When a bargaining unit employee is required to attend court or testify by deposition in connection with his/her duties as a police officer, not on his/her regular assigned shift, the School District will compensate the employee for a minimum of three (3) hours pay at the rate of one and one-half (1.5) times his/her normal regular hourly rate.
- 17.5** Any bargaining unit member called back to work prior to the start of his/her next regularly scheduled shift shall receive a minimum of three (3) hours pay at one and one-half (1.5) times his/her regular hourly rate.
- 17.6** The School District agrees that bargaining unit members will be compensated for off-duty training at the rate of one and one-half (1.5) times his/her normal hourly rate when required to attend by the Chief of Police.
- 17.7** Members shall work overtime only when directed to do so by a School Police Supervisor or the Chief of Police, or when job situations arise which might necessitate a continuance of work beyond shift hours.
- 17.8** Whenever possible, all court appearances that require written subpoena to be served on a bargaining unit member will be served at the earliest possible time by an Officer authorized to do so by the court.
- 17.9** The School District agrees that any member required to be out of Palm Beach County to attend court or for any other purpose as a result of his/her duties as a Police Officer will be paid at his/her regular rate of pay for each day or partial day required for said purpose as outlined in School District Policy 3.75.
- 17.10** The School District agrees that before contracting with any outside law enforcement agency or Officer for extracurricular school functions, it will first offer the opportunity to work such function to the School Police Officer assigned to the school where the function is to take place. When the assigned officer declines extra duty work, the extra duty will first be offered to officers within their zone, then district-wide.
- 17.11** Outside detail is defined as work performed for a contractor other than the School District wherein such contractor pays fees to the District for the use of facilities and for the hiring of police officers from among those who are accepted and paid in keeping with Fair Labor Standards Act and is understood to be paid at a rate not to exceed \$35.00 per hour less any mandatory tax withholdings. The contractor may be charged an additional administrative fee by the District.

- 17.12** For the purpose of computing overtime, an Officer should not be penalized for any District designated paid holiday during that work week (Monday thru Friday).
- 17.13** The annual Police School Year Duty Day Calendar will be distributed as soon as possible after the end of the previous school year. Necessary changes to the duty day calendar, as determined by the Chief of Police, will be distributed as soon as possible and all efforts will be made not to change the duty day calendar except when emergencies and/or unforeseen circumstances require that it be altered.

ARTICLE 18 - LEAVES

18.1 LEAVES OF ABSENCE

A Leave of absence is permission granted by the District, or allowed under its adopted policies, for an employee to be absent from duty for specified periods of time with the right of returning to employment on the expiration of the leave. All absences of School District employees from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance by the School District and shall be used for the purposes set forth in the leave application. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority. No leave, except military leave, shall be granted for a period greater than one (1) year. A new leave application may be filed and granted at the expiration of leave, but automatic renewals of leave shall not be allowed. Leave may be with or without pay as provided by law, regulations of the State Board, and School District Policy.

1. The following types of leave are available to school employees:
 - A. Leave for Personal Reasons
 - B. Sick Leave
 - C. Catastrophic Leave
 - D. Injury or Illness In Line-Of-Duty Leave
 - E. Temporary Military Leave
 - F. Military Leave
 - G. Leave of Absence for the Purpose of Campaigning for political Office
 - H. Personal Leave Including Maternity/Recovery and Child Care

2. Also in addition to the leaves listed in 18.1 (1) above, a non-probationary bargaining unit member as of July 1, of any given year may volunteer for the ensuing twelve (12) months to meet annual fitness standards measuring body fat, body weight in proportion to height and aerobic power in accordance with standards established by the Institute for Aerobic Fitness, Dallas, Texas or other standards adopted by the Department. Eligible bargaining unit members achieving these annual fitness goals in all three categories shall be eligible for a paid administrative leave day which may be utilized only during the summer training months with the approval of the Chief of Police or designee. The Department will establish written procedures for bargaining unit members to follow so such members will know what fitness goals they will need to achieve in order to be eligible for this paid administrative leave day.

18.2 PAID LEAVES

A. Leave for Personal Reasons

An employee shall be allowed six (6) days paid leave for personal reasons each year to be charged against accrued sick leave. Any personal leave shall be non-cumulative.

B. Sick Leave

1. Extent of Sick Leave

- a. An employee shall be credited with four (4) days of sick leave as of the last day of the first (1st) month of regular employment of each appointive year, and shall thereafter earn one (1) day of sick leave at the end of each calendar month provided that the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment; and provided further, that upon timely written request to the Chief of Police, the employee may be scheduled so that twelve (12) days of accrued sick leave may be earned.
- b. If the employee terminates employment and has not earned the four (4) sick days available, the District will withhold the average daily amount for the sick days utilized but unearned by the employee.

2. Sick leave shall be cumulative from year to year with no limit on the number of days accrued; provided, that at least one-half (½) 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.

3. An employee may use accumulated sick leave for absence due to the disability caused by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, all of which shall hereafter be referred to as pregnancy. Should sick leave be insufficient, personal leave provisions may be used for pregnancy. The employee will have the duty to inform the personnel office at least one (1) month before the expected date of leave so that a temporary replacement can be provided. Similarly, the employee should keep the Principal and Chief of Police informed as to the date of probable return to assignment after delivery and recovery.

An employee requiring more than thirty (30) working days of paid leave for recovery may be required to submit medical evidence at reasonable intervals supporting the need for additional leave.

4. Sick leave for medical appointments shall be scheduled more than forty-eight (48) hours ahead and not be changed except in the event of an emergency.

5. All sick leave and personal leave shall be approved by the Superintendent or designee. Personal leave shall be approved in advance.

6. Out-of-County Credit for Sick Leave

Employees 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 System plans with the restriction that at least one-half (½) of the cumulative leave shall be established within this School District.

7. Sick leave claims shall be honored as submitted by the employee for personal illness, as well as illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of the employee's own household.
8. Sick leave without pay may be granted for employees who have used all accumulated sick leave, but who would otherwise qualify for sick leave.
9. The Superintendent may require a doctor's statement of verification of illness. A request to the Superintendent for a verification of claim may be initiated by the Principal or Chief of Police.
10. A false claim for sick leave shall be grounds for dismissal by the School District.
11. Personnel shall receive a terminal retirement benefit for unused sick leave. An employee who retires or whose employment is terminated by death shall received payment for accrued sick leave days at their daily rate at the time of retirement, multiplied by the maximum percentage provided for by the Florida Statutes.
12. Transfer of Sick Leave to Another Officer: A regular full-time Officer may donate unused accrued sick leave, in whole day increments, to another regular full-time Officer to use as sick leave for the recipient Officer's serious illness or physical injury. The Officer donating his/her sick leave will use form PBSB 2175 found on the District's website. The following provisions will govern this transfer of sick leave days:
 - a. a regular full-time Officer with at least six (6) years of service with the District's School Police Department may donate unused accrued sick leave pursuant to this provision to any full-time regular Officer regardless of that Officer's tenure.
 - b. Such donations shall be processed using the above mentioned District form completed and signed by the donor Officer.
 - c. The donated sick leave shall not be accessible to the recipient until his/her own accrued sick leave has been exhausted. Once the recipient's own sick leave is exhausted, the donor's leave shall be transferred to the recipient. Once transferred,

such donated leave is no longer a part of the donor's accrued sick leave and it may never be returned to the donor.

- d. Donated sick leave shall have no terminal value to the donor or to the recipient.

C. Catastrophic Illness or Injury Leave

1. A catastrophic illness or injury shall be defined as a medical condition not covered by Worker's Compensation requiring absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.
2. An 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.
3. Two (2) medical verifications of such catastrophic illness or injury shall be required. Employees shall fully cooperate with the Board and shall authorize the release of any medical records necessary. The Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board may at its expense require an independent medical examination.
4. The School District's granting of matching leave days shall begin on the fifty-first (51) scheduled work day of catastrophic illness or injury.

D. Injury or Illness In Line-Of-Duty Leave

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

1. An employee who is injured in-the-line-of-duty may be entitled to a maximum of ten (10) non-cumulative leave days which shall not be charged against the employee's sick leave balance. All claims 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.
 - a. Leave will not be payable under this section if the injury occurs while the employee is intoxicated, or; while under the influence of any narcotic drug, barbiturates, or other stimulus not prescribed by a physician, to such extent as to deprive the employee of normal faculties to drive, be in actual physical control of, or operate, while on duty, any automobile, truck, or other vehicle, and the injury is caused primarily by the

intoxication of the employee.

- b. Leave will not be payable under this section to an employee when that employee willfully or intentionally causes injury to self or to others while on duty.
- c. If the injury is caused by the intentional refusal of the employee to properly use equipment or observe safety rules required by State Statute or this District, and said rules have been reviewed by the employee prior to the accident, compensation as provided by Section 440.09(4), Florida Statutes, shall be reduced by twenty-five percent (25%).
- d. A law enforcement officer as defined in Section 943.10 (1), (2), or (3) who, while acting within the course of employment as provided by Section 440.091, is maliciously or intentionally injured and who thereby sustains a job connected disability compensable under this Chapter, shall be carried in full-pay status rather than being required to use sick, or other paid leave until either the employee reaches maximum medical improvement (MMI) as determined by an authorized Workers' Compensation doctor or two (2) years from the date of injury or illness, whichever occurs first. Full-pay status shall be granted only after submission of a medical report from such Workers' Compensation doctor to the District's Director of Risk Management or designee which gives a current diagnosis of the employee's recovery and ability to return to work. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary. This section would only apply in the event the employee is unable to work in a full or light/modified duty capacity as determined by the Workers' Compensation doctor and does not apply if the injured officer is no longer a District employee.
- e. If a law enforcement Officer as defined in Section 934.10 (1), (2), or (3) who is acting in the course of employment as provided by Section 440.0921 does not qualify under d. above because the injury was not considered to be intentionally or maliciously inflicted upon the Officer, and if the Officer was injured in-the-line-of-duty in circumstances as described below, the Officer will qualify for full pay not to exceed six (6) months if:

The employee has not reached MMI and is unable to work in a full or light/modified duty capacity as determined by the authorized Workers' Compensation doctor, and by way of some examples, including, but not limited to 1) if the Officer was injured in-the-line-of-duty while breaking up a fight, 2) making an arrest, 3) injured in a collision in a District-provided police cruiser while operating such vehicle under an authorized Code 3, or 4) while seeking to assist in the protection of human life, i.e. diving into a canal to help extricate a vehicle's occupant(s) but would not include tripping while running towards the scene of a fight, incident or accident. In order to avail oneself of the benefits of this section an employee shall make written request to the Chief of School Police for

additional compensated leave days. The request must be made within six (6) months of the date of the incident and is subject to the approval of the Chief of School Police and the Director of Risk Management. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary. This Section would not apply if the Officer is no longer a District employee at the time of the request.

2. When an employee can clearly demonstrate that the contracting of a disease was from the school center or department to which assigned, then the employee may qualify for a maximum ten (10) days of non-cumulative illness in-line-of-duty leave.

An absence for illness in-line-of-duty leave may be granted when the employee can clearly demonstrate the contracting of an infectious or contagious disease at the work location for which inoculations are not available and exclusive of upper respiratory infections or complications therefrom. Common colds, influenza, or other illnesses common to the public are not to be considered as illness in-line-of-duty.

Further, this contagious disease must be exclusive of upper respiratory infections or complications therefrom and must be one for which inoculations are not available.

The School District agrees to provide inoculations for Hepatitis A and B, and for AIDS, when available.

3. In cases of unusual illness or injury in the line-of-duty, and employee may make a request to the Superintendent for additional compensated leave days. If the Superintendent is satisfied that the condition warrants, additional leave days shall be authorized.
4. An employee who has claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall notify the Principal and Chief of Police 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 School District will satisfy itself that the claim correctly states the facts and that such claim is entitled to payment. An employee who has a claim under this Article shall fully cooperate with the District and shall authorize the release of all medical records necessary.

E. **Temporary Military Leave**

If the obligation for temporary military service cannot be met outside the time of contractual employment, temporary leave for military service with the United States Armed Forces or the Florida National Guard will be granted with pay not to exceed seventeen (17) days of compensation as provided in Section 115.07, Florida Statutes, or the member of the staff may request uncompensated personal leave. All efforts should be made to prevent such leave being taken during the time school is in session. Requests for temporary

military service shall be made by letter with copies of official order attached.

F. **Bereavement Leave**

An Officer who is required to be absent from work due to a death in his/her immediate family is entitled to paid bereavement leave for up to three (3) days. As used herein, "immediate family" is limited to parents, siblings, spouse, children, grandparents, grandparents-in-law or other relatives residing in the Officer's household.

The use of bereavement leave shall not be counted against an Officer's sick leave, personal leave or compensatory leave time. If an Officer requires additional time off for bereavement, the Officer may use sick leave and may also use compensatory time if approved by the Chief or designee as provided in Section 17.1 of this Agreement.

18.3 - UNPAID LEAVES

A. **Military Leave/Extended Service**

1. **Regular Military Service**

An employee who is required to serve in the United States Armed Forces or the Florida National Guard shall be granted military leave without pay. Upon returning to the School System following completion of duty in the Armed Forces, the employee shall receive full benefits of salary which would have accrued had there been no absence. In time of war, call to duty may come about through enlistment or draft by the government, but in time of peace, regular military duty shall not be initiated by the employee. Application for re-employment shall be filed with the School District within six (6) months following the date of discharge or release from active military duty, and the Board shall have a reasonable time not to exceed six (6) months, to reassign the employee to duty in the School System.

2. **Voluntary Military Service**

When an employee enters voluntarily into active duty in the Armed Forces for temporary duty, training duty, or extended periods of service, not to exceed one (1) year, military leave may be granted at the discretion of the School District.

B. **Leave for Political Campaigning**

Any person who has filed to run for political office and is desirous of personal leave for political reasons shall make application for such leave and shall be entitled to personal leave. The person shall not be restricted to one (1) leave during a political campaign; however, if possible, leave shall be requested for the duration of the campaign. Leave shall be taken for all absences for political

campaigning.

C. Personal Leave

An employee requesting short-term or long-term personal leave shall make written application to the Chief of Police, stating reasons for such leave. The Board shall satisfy in terms of the need for a requested leave.

Personal leave may be used to extend a leave of absence due to sickness when that sickness has extended beyond all compensable leave for the duration of up to one (1) calendar year when supported by doctor's statements verifying the necessity of the extended leave. An employee requesting return to duty who has served efficiently and exhibited those qualities called for in the position held prior to such leave will be given every consideration for re-employment provided the conditions of employment have been met and the request is supported by a doctor's statement certifying that his physical condition is satisfactory to return to normal duties.

1. Maternity/Recovery and Child Care

- A. An employee who is pregnant, adopting a child, or is receiving a foster child into the home, may request and be entitled to a leave of absence without pay for maternity or child care reasons to begin anytime during pregnancy (normally after recovery) or in the case of adoption or foster child care, the receipt of custody. Leave may be granted for the remainder of the employee's term of appointment and may be extended for one (1) additional year provided that the total time away from the job is not more than eighteen (18) months.
- B. It is the responsibility of the employee to keep the Chief of Police informed so that appropriate administrative arrangements can be made prior to return to duty.

18.4 - DISABILITY/SICK DAYS

An employee who has purchased disability insurance through the District shall not be required to use sick days for absences due to illness or injury once benefits commence to be paid to the employee pursuant to the policy.

18.5 – ATTENDANCE STIPEND

Effective January 1, 2010 and thereafter, a full-time non-probationary Officer who does not utilize any paid or unpaid leave during the period January 1 through June 30 of a calendar year, will be paid an Attendance Stipend of seven hundred dollars (\$700), minus standard deductions, to be paid in a lump sum with the last payroll check the following July. A full-time non-probationary Officer who does not utilize any paid or unpaid leave during the period July 1 through December 31 of the calendar year, will be paid an Attendance Stipend

of seven hundred dollars (\$700), minus standard deductions, to be paid in a lump sum with the last payroll check the following January. The employee must be a regular full-time non-probationary Officer of the District for the entire six months of the qualifying period to be eligible to receive this Attendance Stipend. The only exceptions to perfect attendance are when the Officer may be utilizing compensatory time as approved by the Chief or designee as provided for in Section 17.1 of this Agreement, an approved absence for jury duty, an approved TDE to attend other work related activities, or "light duty" under an approved Workers' Compensation claim.

ARTICLE 19 - HOLIDAYS

19.1 - Paid Holidays for all bargaining unit members shall be as approved by the School Board in its annually adopted School Calendar.

To the extent possible, the School District will attempt to schedule training on student non-attendance days.

ARTICLE 20 - SALARY PLAN

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

20.1 - Effective July 1, 1995, and thereafter, the District shall provide a Dual Career Ladder/Career Path Program to all employees of the School District Police Department who are members of the PBA bargaining unit. A copy of this Program will be issued as a General Order and will be made available to any PBA bargaining unit employee who requests a copy within a reasonable period of time. The parties continue to agree that this Program is not a part of this Agreement.

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

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

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

20.3 ASSIGNMENT PAY

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

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

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

20.4 Any school police officer who is requested to work on a non-contract day shall be compensated at the rate of \$35.00 per hour effective upon ratification and School District approval.

20.5 a. The parties agree to continue the July 1, 2008 Hourly Rate Pay schedule for the period January 1, 2010 through December 31, 2010. The hourly rate of a bargaining unit member as of December 31, 2009 shall remain the hourly rate paid to said member for calendar year 2010. The January 1, 2010 Hourly Rate Schedule is attached as Appendix A. The parties agree that this Hourly Rate Salary Schedule is not subject to further modification or change until January 1, 2011 and further agree that future modifications or changes to this Schedule will be effective on January 1, of any given year unless otherwise agreed to by the parties.

Notwithstanding the previous paragraph, the District further agrees that should it grant a salary/wage increase effective in calendar year 2010 to any other Bargaining Unit or to the Non-Bargaining Unit, the District will reopen negotiations on the Hourly Rate Salary Schedule with PBA.

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

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

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

20.7 PERFORMANCE BASED PAY PLAN

- a. The parties agree to continue the Performance Based Pay Plan for the 2006-2007 school year and thereafter until the parties mutually agree to amend or discontinue the Plan. The Plan may be evaluated by the District. In addition, a Joint Evaluation Committee comprised of four (4) appointees of the Superintendent and three (3) appointees of the PBA will meet upon the call of either party to review the status of the Plan and may make recommendations to the Superintendent and to the President of the PBA or designee.

- b. Eligibility For Pay for Performance Stipend:
 - (i) Bargaining unit members, upon completion of their sixth (6th) or more years of continuous service with the District who achieve a score of 165 or higher on the District’s Performance Based Evaluation Instrument with no areas rated as “Not Acceptable” the previous fiscal year, are eligible to receive a stipend equal to 3% of their previous year’s base salary on or about December 1 of the fiscal year following the attainment of the score of 165 or higher. The employee must remain an employee through December 1 of the fiscal year following the attainment of the score of 165 or higher to maintain his/her eligibility to receive the Performance Pay stipend. The parties agree and understand that becoming eligible for the Performance Pay stipend is contingent each year on the employee’s completion of six (6) or more years of continuous service with the District, achieving a score of 165 or higher and having no area rated as “Not Acceptable” on his/her annual Performance Based Evaluation form. In addition, it is understood that the Chief of Police or designee may establish one of the three goals that are to be attained by the employee as set forth in the Performance Based Evaluation Instrument during any years the Performance Based Pay Plan is in effect.

20.8 PAYROLL SCHEDULE

The District implemented a paperless payroll effective November 13, 2009 after giving prior written notice to employees in the Association's bargaining unit. Thereafter employees do not receive a paper stub, but are able to access their payroll stub and other payroll information by going to a District website and, after entering their user names and password, can view and retrieve their individual payroll stub information.

The District implemented a 26 equal pay payroll schedule for employees in the Association's bargaining unit with paychecks distributed every other Friday beginning on a Friday selected annually by the District. If a Friday pay date falls on a non-duty day, the paycheck will be distributed the last preceding duty day. All new employees will be paid via electronic deposit of their paychecks in a financial institution of their choice. Such new employees and current employees who have elected to receive their pay via an electronic deposit of their pay checks in a financial institution of their choice may not revert to receiving a paper check.

The District, after giving prior written notice to the Association and to employees in the Association's bargaining unit, may implement the provisions contained in paragraphs a. and/or b. below either separately or together.

- a. The District may require that all employees have their paychecks electronically deposited in a financial institution of their choice.
- b. The Chief of Police may implement a new attendance/payroll tracking system for Department employees to comply with any District implemented system. The Chief of Police will confer with PBA representatives prior to implementing any such system.

The Association 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. To that end, such Association representatives will be provided a TDE at District expense to attend meetings of this Committee when such meetings are scheduled during regular duty hours.

Notwithstanding the above provisions, in the event the District determines it is in its interests or is required by law, regulation, court order and/or the settlement of a legal suit, to establish a pay program that pays hourly paid employees for actual hours worked and for all over-time earned during each two-week pay period within one week of the end of each pay period, the parties agree that such a pay program may be implemented by the District after giving the Association reasonable advanced written notice.

20.9 ADVANCED DEGREE PAY

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

The annual Advanced Degree Supplement shall be paid as follows:

Masters Degree -	\$2,000
Doctorate Degree -	\$4,000

20.10 - PILOT PROGRAM – SPECIAL PAY FOR PERFORMANCE STIPENDS

In addition to the Performance Based Pay Plan set forth in Section 20.7 above, the parties agree that for the calendar years 2008, 2009, and 2010, the following Special Pay for Performance Stipends will be awarded contingent upon funds being available from net calendar year revenues generated by the School Police Department from services such as Safety Assessments/ Evaluations, Onsite Training, Technical Assistance or the marketing of multi-media training programs to outside agencies. Net revenue shall be defined as total revenue collected from outside agencies, less the cost of providing said services, including salary and benefit costs, travel costs, materials costs, as well as any other direct costs. Of the net revenue amount, 23% will be allocated for payment of Officer stipends as set forth below. In the event that 23% of the net revenues exceed the amount of stipends calculated by formula, the excess amount will be carried forward to the succeeding calendar year and added to the amount available for stipends for that calendar year. In the event that 23% of the net revenues plus any excess amount carried forward from the previous year is insufficient to award the full amount of the stipends as outlined below, each officer's stipend will be pro-rated. For example, if \$300,000 is needed to fully pay all stipends earned, and 23% of net revenue for that calendar year totals \$240,000, each officer will receive 80% of their stipend as calculated below.

- a. An Officer who completes his/her probationary period with the Department and who attains a score of 165 or greater on the District's Performance Based Evaluation Instrument with no areas rated as "Not Acceptable" the previous school year, shall receive a six (6%) percent performance bonus, calculated as a percent of his/her base pay.
- b. An Officer who completes his/her probationary period with the Department and who attains a score between 135 and including 164 on the District's Performance Based Evaluation Instrument with no areas rated as "Not Acceptable" the previous school year, shall receive a five (5%) percent performance bonus, calculated as a percent of his/her base pay.
- c. An Officer is eligible to receive the highest performance bonus earned above for any calendar year, but is eligible to receive only one (1) such bonus.
- d. The parties agree that this Special Pay for Performance Stipends Pilot Program will be in effect for

the calendar years 2008, 2009, 2010 and that continuation of the Pilot after this three-year period requires the formal written agreement of the parties; otherwise, this Pilot Program will sunset at the end of this three year period.

- e. Such stipends will be paid on or about March 1 of the subsequent calendar year in which the stipend is earned. The officer must remain an active employee through March 1 in order to be eligible to receive this special stipend.

The parties continue to agree and understand that the Performance Based Evaluation Instrument for Officers is not a part of this Agreement and that all appeals of an Officer’s annual evaluation based on the District’s Performance Based Evaluation Instrument will be made to the Officer’s evaluator and then, if necessary, to the Chief of Police for a final determination. The parties also agree that any appeal will be limited to the failure of the evaluator to have followed evaluation procedures, criteria and/or forms. The judgments and conclusions of the evaluator are not subject to appeal and no evaluation issue may be processed through the Grievance Procedure contained in this Collective Bargaining Agreement. The decision of the Chief of Police on any appeal is final.

20.11 - GLADES AREA SUPPLEMENT

- 1. Effective January 3, 2009, an Officer permanently assigned full-time to the Glades Area will be paid an annual supplement as follows:

Years of Service	Annual Supplement
School District Police Dept.	
0 – 2 years	\$3,000.00
2 – 8 year	\$4,500.00
9 + years	\$5,500.00

Such Supplement will be prorated based on the Officer’s work year and the date he/she became eligible to receive the Glades Supplement.

- 2. Payment of the Glades Supplement shall be effective for an Officer at the beginning of the next pay period following the effective date the Officer was permanently assigned to the Glades Area and shall terminate when the Officer is no longer assigned to the Glades Area.
- 3. An officer temporarily assigned to the Glades Area shall be considered to be permanently assigned for purposes of being eligible for this Glades Supplement after he/she has been temporarily assigned for at least a period of twenty (20) continuous work days and shall be paid the Glades Supplement effective at the beginning of the pay period commencing immediately after being temporarily assigned to the Glades Area.

ARTICLE 21 - OFF DUTY EMPLOYMENT

- 21.1** Off Duty employees shall not be engaged in any outside or non-School District employment except on the written authorization of the Superintendent or designee.
- 21.2** In no event shall non-School District or outside employment interfere with the performance of an employee's duties with the School District.
- 21.3** For the purpose of this Article, the designee shall be the Chief of Police.

ARTICLE 22 - TRAINING

- 22.1** The School District agrees to provide the proper required training to all bargaining unit members to insure the retention of police certificates.
- 22.2** The School District agrees to provide state required training in handling of AIDS, as well as equipment required by law.
- 22.3** Additional mandatory training may be initiated by the Superintendent or designee to provide bargaining unit members with the skills and knowledge required to improve job performance.
- 22.4** Attendance at all training sessions is mandatory unless excused by the Superintendent or designee.
- 22.5** For the purposes of this Article, the designee shall be the Chief of Police.

ARTICLE 23 - PROHIBITION OF STRIKES

23.1 Employees covered by this Agreement and the PBA, its officers, agents and representatives agree that they will not engage in any strike activities.

23.2 Employees covered by this Agreement, the PBA or its Officers, Agents or Representatives, agreed that Section 447.505 of the Florida Public Employees Relations Act prohibits them individually or collectively as public employees or the PBA from participating in a strike against the Palm Beach County School District, the employer, by instigating or supporting in any manner a strike.

Any violation of this section shall subject the violator(s) to the penalties as provided by Section 447.507 of the Florida Public Employees Relations Act.

ARTICLE 24 - SAVINGS

24.1 If any section of this Agreement should be found invalidated by State Statutes or court order, then only said section shall be invalidated. At the request of either party, such invalidated section shall be reopened for negotiations. If the parties are unable to resolve the invalidated section(s) within twenty (20) days of the commencement of negotiations and such section(s) is a mandatory subject for bargaining, the parties agree to abide by the provisions of Chapter 447, Florida State Statutes, concerning said invalidated section(s).

ARTICLE 25 -MISCELLANEOUS PROVISIONS

- 25.1** The District and the PBA 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 this Agreement, will be conducted during the life of this Agreement except by mutual consent of the parties.

- 25.2** This Agreement constitutes all agreements between the parties for the term of this Agreement and the School District shall carry out the commitments contained herein and give them full force and effect as District Policy.

- 25.3** Within thirty (30) days of School District approval, PBA will reproduce copies of signed Collective Bargaining Agreements and modifications to said Agreement and distribute thirty (30) copies to Labor Relations.

ARTICLE 26 - GRIEVANCE AND ARBITRATION PROCEDURE

26.1 - GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure in this Department for the resolution of grievances or misunderstandings between the parties arising from the applications or interpretation of this Agreement as follows:

A. STEP 1: The aggrieved employee, with or without the Union Representative, shall discuss the problem or dispute concerning the Agreement with the immediate supervisor within five (5) working days of the occurrence or employee's knowledge of the occurrence resulting in the problem or dispute.

If, after informal discussions with the immediate Supervisor, the problem has not been resolved, the grievant and/or PBA may elect to file a grievance with the immediate supervisor, by completing the attached Grievance Form, signed by the grievant and/or a PBA representative or officer, stating the specific Article, Section, and language of this Agreement that is alleged to have been violated, misinterpreted, or misapplied. The properly completed and signed Grievance Form must be submitted to the immediate supervisor within five (5) working days of the date on which informal discussions took place with the immediate supervisor. The immediate Supervisor will have five (5) working days of receipt of the Grievance Form to reconsider or notify the Grievant and the PBA that the initial decision shall stand.

B. STEP 2: If the grievance has not been satisfactorily resolved at Step One, using the Grievance Form, the grievant and/or PBA may appeal the grievance to the Chief of Police within five (5) working days after the date the immediate supervisor's response is due. Using the Grievance Form, the Chief of Police shall respond within ten (10) working days to the Grievant and PBA.

C. STEP 3: If the grievance has not been satisfactorily resolved at Step Two using the Grievance Form, the employee may appeal the grievance to the Director of Labor Relations within five (5) working days after the Chief of Police's response is due. Using the Grievance Form, the Director of Labor Relations shall respond within ten (10) working days to the grievant and PBA.

1. Failure to observe the time limits for submission of a grievance, at any Step, will automatically result in the grievance being considered abandoned. Failure to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.
2. The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending.

3. All responses required in Steps Two and Three above shall be directed to the employee with a copy furnished to the PBA.
4. The resolution of any grievance processed by a bargaining unit member with Association representation shall be in accordance with this Agreement.
5. No more than two (2) Association Representatives shall be present at any grievance hearing.
6. An employee shall have the option of using appropriate procedures pursuant to Florida Statutes or of using this grievance procedure in resolving an issue that falls within the definition of a "Grievance" as contained in Section 26.1 of this Article; however, the employee is precluded from using more than one of the procedures when seeking a resolution to an issue.
7. The parties acknowledge that multiple grievances may be combined with the mutual agreement of the employer and the PBA. Grievances of a general nature relating to the provisions of this Agreement may be processed directly at Step Two by the PBA

D. STEP 4: Arbitration Procedure

1. If the grievance has not been satisfactorily resolved at Step Three, only PBA may submit the grievance to arbitration, in writing, no later than fifteen (15) working days after the date the Director of Labor Relations' response is due. A grievance may be appealed to Step Four - Arbitration by PBA providing timely written notice is given to both the Superintendent and the Federal Mediation & Conciliation Service (FMCS) demanding arbitration of the grievance on a form proscribed by FMCS.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit the Association to file for arbitration, unless by mutual consent, that has not been processed through this grievance procedure.

2. It is further understood and agreed that the aggrieved employee(s) shall be granted release time to attend formal proceedings, as described herein, which are held during working hours. The agents of School Police and the PBA shall mutually agree on a representative number of employee witnesses to insure a full hearing on the merit of the issues for which said employee witnesses shall be granted released time to testify.
3. At the arbitration hearing, the aggrieved employee shall be accompanied by the PBA Representative. The arbitrator shall render his/her decision no later than thirty (30) calendar days after the conclusion of the final hearing. Such decision shall be final and binding and

made in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

4. Selection: The arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the Federal Mediation Conciliation Service.
5. Powers: The Arbitration Award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The arbitrator shall limit his decision to the application and interpretation of this Agreement and the arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The cost of the services of the arbitrator shall be shared equally by both parties to this Agreement.

ARTICLE 27 - EVALUATION

- 27.1** An Evaluation will be conducted annually by the Principal and the Chief of Police. The evaluation will be reviewed by the Chief of Police for final decision on renewal, transfer, or assignment of the employee.

ARTICLE 28 - DEFINITIONS

28.1 The following list of terms will be used in the Agreement and whenever they are used will refer to the definitions described below unless otherwise stipulated.

1. Employee/Officer

All certified Police or Law Enforcement personnel approved by the Public Employees Relations Commission (PERC) to be members of the bargaining unit.

2. Association

The Police Benevolent Association, the bargaining unit and its duly authorized representative(s) or agent(s).

3. Superintendent

The Superintendent of Schools of Palm Beach County, Florida, or his/her designee.

4. Chief of Police

The Chief of Police of The School District of Palm Beach County, Florida, or his/her designee.

5. Principal

The School Principal or his/her designee.

6. Board

The School District of Palm Beach County, Florida, its administrative officers or agents.

7. School System or District or County

The School District of Palm Beach County, Florida

8. Public Employees Relations Act (PERA)

Florida Statutes, 447, Part II, Chapter 74-100.

9. Public Employees Relations Commission (PERC)

The PERC Commission created under Florida Statutes 447.205.

10. Day

- A. Unless otherwise specified in this Agreement, "day" or "contract day" shall mean School Police Officer work day.
- B. "Non-contract" day shall mean any weekday when School Police Officers are not regularly scheduled to work.

11. FMCS

Federal Mediation and Conciliation Service

12. AAA

American Arbitration Association

13. PBA Representative

Any elected or PBA appointed member of the bargaining unit.

ARTICLE 29 - PROGRESSIVE DISCIPLINE

1. This Section covers actions involving oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice. Disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by sufficient evidence which supports the recommended disciplinary action.

All allegations pertaining to a disciplinary action shall be investigated. Actions under this Section shall be initiated after all the facts have been made known to the official responsible for taking the actions.

2. Disciplinary action shall be governed by applicable State Statutes.
3. An employee against whom disciplinary action is to be taken may appeal said action through the grievance procedure, excluding verbal warning and written warning.
4. An employee against whom action is to be taken under this Section shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request. No adverse action may be taken against an employee on the basis of any document which has not been provided by a copy to the employee.
5. The Association shall be provided with a copy of all correspondence that is related to the action of the employee the Association is representing at the grievance procedure.
6. The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed disciplinary actions under the Section. This amount of time is to be mutually agreed upon by the parties.
7. Previous charges or disciplinary actions that have been brought forth by the administration may be cited against the employee if these previous acts are reasonable related to the existing charge. All previous charges or disciplinary actions must have been shared with the employee.
8. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause.

Where just cause warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the Chief of Police to the Superintendent. Except for more serious cases which may be initiated at a higher level, progressive discipline shall be administered as follows:

- A. Verbal warning (written notation) not filed in Personnel File.
- B. Written warning.
- C. Written reprimand filed in Personnel File.
- D. Suspension with or without pay with Board approval.
- E. Dismissal with Board approval.

ARTICLE 30 - DURATION OF AGREEMENT

This Comprehensive Agreement has been negotiated by and between The School District of Palm Beach County, Florida, and The Palm Beach County Police Benevolent Association (PBA) on behalf of School Police Officers. This Agreement shall become effective with PBA ratification and School Board approval and shall remain in effect through December 31, 2011. During the term of this Agreement, either party may reopen the Agreement as follows:

- A. In the first year of this Agreement (2009) each party may reopen Article 20 – Salary Plan, to be effective January 1, 2010, unless an alternative effective date is otherwise agreed to by the parties, and two additional articles each. If the results of coalition bargaining in the previous year call for the commencement of coalition bargaining in 2009, coalition bargaining will also commence during the first year of this Agreement for a January 1, 2010 effective date, unless the District and the Coalition agree to some other effective date.
- B. In the second year of this agreement (2010), each party may reopen Article 20-Salary Plan, to be effective January 1, 2011, unless an alternative effective date is otherwise agreed to by the parties, and two additional articles each. If the results of coalition bargaining the previous year call for the commencement of coalition bargaining in 2010, coalition bargaining will also commence during the second year of this Agreement for a January 1, 2011 effective date, unless the District and the coalition agree to some other effective date.
- C. The parties agree to open negotiations for a successor Comprehensive Agreement in the third year of this Agreement (2011). If the results of coalition bargaining call for the commencement of coalition bargaining in 2011, coalition bargaining will also commence during the third year of this Agreement for a January 1, 2012, effective date, unless the District and the Coalition agree to some other effective date.

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

IN WITNESS WHEREOF, the aforementioned parties have hereto executed this modified Agreement on the 28th day of July, 2010.

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

Suzanne F.
Witness

Wilma Roy
Witness

Wilma Roy
Witness

Suzanne F.
Witness

By: [Signature]
John Kazanjian, President

By: [Signature]
Harry Rawlings, Representative

By: [Signature]
Kevin O'Sullivan, Representative

By: [Signature]
Lawrence Fagan, Legal Counsel
Chief Negotiator

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

Carol Keller Bass
Witness

Carol Keller Bass
Witness

Karen J. Sides
Witness

Karen J. Sides
Witness

By: [Signature]
Dr. Monroe Benaim, Chairman
Palm Beach County School Board

By: [Signature]
Arthur C. Johnson, Ph.D.
Superintendent

By: [Signature]
James Hayes, Jr., Chief Negotiator

By: [Signature]
Van V. Ludy, Co-Chief Negotiator

For Legal Sufficiency: V. Evans-Pare
Legal Counsel for the School Board

Date Ratified by PBA : July 21, 2010

Date Adopted by School Board: July 28, 2010

APPENDIX A

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
Salary Schedule
School Police Officer Salary Level 15**

Effective January 1, 2010

<u>STEP</u>	<u>HOURLY RATE</u>
1	\$ 24.21
2	\$ 24.70
3	\$ 25.19
4	\$ 25.70
5	\$ 26.21
6	\$ 26.75
7	\$ 27.28
8	\$ 27.83
9	\$ 28.39
10	\$ 28.95
11	\$ 29.54
12	\$ 30.13
13	\$ 30.73
14	\$ 31.36
15	\$ 31.98
16	\$ 32.63
17	\$ 33.29
18	\$ 33.94
19	\$ 34.63
20	\$ 35.32
21	\$ 36.03
22	\$ 36.75

APPENDIX C

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY
AND THE
POLICE BENEVOLENT ASSOCIATION (PBA)**

This Memorandum of Understanding is entered into to continue the payment of the \$2,800.00 annual supplement provided to Officer(s) who are "on-call" for the Youth Court Program. This MOU becomes effective beginning on the date all signatures are affixed hereto as indicated below.

the \$2,800.00 program. This is indicated

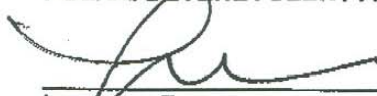
This supplement is provided through Youth Court funds and is not an expenditure or appropriation from the District's general fund account. This MOU will expire in the event Youth Court funds are no longer made available to provide for this "on-call" supplement or until the parties agree otherwise.

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element or

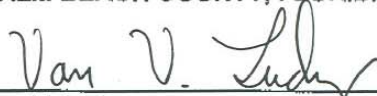
**FOR THE PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION**

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

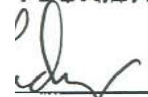
**SCHOOL DISTRICT OF
FLORIDA**




Lawrence Fagan
PBA Legal Counsel




Van V. Ludy,
Director, Labor Relations

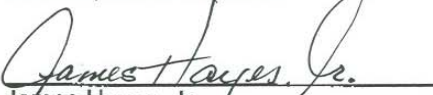




Jr.




Robert Walton
PBA Representative



James Hayes, Jr.
Chief Negotiator




William Lammie
PBA Representative



Joseph M. Moore
Chief Operating Officer



Mar



John Kazanjian
PBA President

By affixing their signatures above, the representatives of the parties attest that this Memorandum of Understanding was officially approved this 28th day of August, 2007.

attest that this is true, 28th day of August, 2007.