

TENTATIVE AGREEMENT

JANUARY 1, 2014 – DECEMBER 31, 2016

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

AND

THE POLICE BENEVOLENT ASSOCIATION



FOR THE PALM BEACH COUNTY
POLICE BENEVOLENT
ASSOCIATION

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Lawrence Fagan, Esq.
Legal Counsel and Chief Negotiator

FOR THE SCHOOL DISTRICT OF
PALM BEACH COUNTY

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Van V. Ludy, Director
Labor Relations and Chief Negotiator

4/25/14
Date



TENTATIVE AGREEMENT

April 22, 2014

ARTICLE 1 PREAMBLE

This Comprehensive Agreement is entered into this 22nd day of April, 2014, by the School District of Palm Beach County, hereinafter referred to as "School District" or "District" and the Palm Beach County Police Benevolent Association, herein referred to as "PBA or "Association"".

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.



TENTATIVE AGREEMENT

April 22, 2014

ARTICLE 8 INVOLUNTARY TRANSFER

- 8.1 If a non-probationary 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) weeks before the effective date of the involuntary transfer. 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.
- 8.3 On the first day of each new contract year, adequate time, as determined by the Chief of Police, will be provided to allow for both a one (1) hour PBA meeting and, if necessary, time for those officers who have been assigned to a different work location to relocate Department and personal belongings to that new work location.



TENTATIVE AGREEMENT

April 22, 2014

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. An employee on active military leave shall be entitled to all rights and benefits upon return to employment, as afforded by the Uniformed Services Employment and Reemployment Rights Act (USERRA) in accordance with Federal and State laws. Other 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 abolishment 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 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.



TENTATIVE AGREEMENT

April 22, 2014

ARTICLE 12 PROBATION

- 12.1 Any bargaining unit member who submits his/her resignation will be permitted to continue his/her employment for 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 Employee who are new to 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~~ 2% increase to his/her hourly rate of pay effective the beginning of the first pay period following completion of the probationary period. This provision (12.3) sunsets and is void for any employee hired on or after this Agreement is approved by the School Board.



TENTATIVE AGREEMENT

April 22, 2014

ARTICLE 17 WORKWEEK AND OVERTIME

- 17.1(a) The School District agrees that the basic work week for bargaining unit employees shall be forty (40) hours, scheduled as need arises and at the discretion of the Chief of Police. When an employee is scheduled to work on a Saturday and/or on a Sunday, that employee will be paid his/her regular hourly rate except when working on that Saturday and/or Sunday would constitute overtime within the meaning of the Fair Labor Standards Act (FLSA). Any hours in excess of the forty (40) per week will be compensated at the rate of one and one-half (1.5) times the officer's regular hourly rate. Forty (40) hours will be calculated in accordance with the FLSA. The Parties agree to establish a Joint Study Committee comprised of three (3) appointees from each Party to meet to study and make recommendations for a rotating seniority wheel to be used for the assignment of Department over-time (including extra-duty details). The Joint Committee's report will be an item subject to being negotiated in 2014 and if a negotiated agreement is reached, the seniority wheel will be implemented upon ratification.
- (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 ~~thirty-two (32)~~ sixteen (16) hours. Such hours are not limited to code 9004. 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 three (3) hours per day during the calendar 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.
 - (h) The Officer within the Department designated annually as the "Officer Of The Year" will be granted a duty day off with pay on a date mutually agreed to by the Chief of Police and that Officer.
- 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 Officer required by the District to be out of Palm

Beach County to attend court for any purpose as a result of his/her duties as a Palm Beach County School Police Officer will be paid for eight (8) hours at his/her regular rate of pay for each full day or for a fewer number of hours for each partial day required for said purpose as outlined in School Board Policy 3.70. Additional hours beyond eight (8) hours may be paid with the approval of the Chief of Police. Hours worked in excess of forty (40) hours per work week will be compensated per 17.1 (a) or (c) above.

- 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.



TENTATIVE AGREEMENT

April 22, 2014

ARTICLE 18 LEAVES

18.1 LEAVES OF ABSENCE

A. The following types of leaves are available to School Police Officers:

1. Leave for Personal Reasons
2. Sick Leave
3. Catastrophic Leave
4. Injury or In-Line-Of-Duty Leave
5. Temporary Military Leave
6. Bereavement Leave
7. Military Leave
8. Leave of Absence for the Purpose of Campaigning for Political Office
9. Personal Leave Including Maternity/Recovery and Child Care
10. Domestic Violence Leave
11. Family Medical Leave



TENTATIVE AGREEMENT

April 22, 2014

ARTICLE 18.2 PAID LEAVES

B. SICK LEAVE

Amend paragraph 12 only as follows:

12. ~~As a pilot program expiring December 31, 2013, t~~The Parties agree that the following provisions will govern the Transfer of Sick Leave to Another Officer:

As permitted by FS 1012.61 Section 1, Subsection (2), paragraph (e) a regular full-time Officer may donate unused accrued sick leave, in increments of eight (8) hours to another regular full-time Officer to use as sick leave for either the recipient Officer's serious illness that prevents the Officer from performing his/her work duties/responsibilities or a recipient Officer's serious physical injury that prevents that Officer from performing his/her work duties/responsibilities. Transferred sick leave may not be used as paid personal leave for personal reasons pursuant to Section A above.

To be eligible to receive donated sick leave:

- a. The serious ill or injured Officer must submit documentation to the Chief of Police signed by his/her treating physician that the Officer's serious illness or serious injury prevents the Officer from performing his/her work duties/responsibilities. Such documentation must include an approximate date when the Officer will be able to return to work and resume all of his/her work duties/responsibilities.
- b. Upon receipt of a request from the Chief of Police or his/her designee for updated documentation, including a revised date on which the Officer will be able to return to work, the Officer is required and will promptly see that all necessary steps are taken to obtain such required updated documentation, along with the revised return to duty date, and that such documentation is signed by the treating physician and promptly submitted to the Chief of Police or his/her designee.
- c. The prospective recipient Officer must have had a minimum of eight (8) earned, accumulated and unused sick leave hours at the time of illness or injury.

The following provisions will govern the transfer of sick leave days:

- a. The Officer donating his/her earned and unused sick leave will use form PBSO 2175 found on the District's website.
- b. A regular full-time Officer with an accumulation of at least forty-eight (48) hours of earned and unused sick leave may donate sick leave hours pursuant to this provision to any eligible full-time Officer regardless of that Officer's tenure with the School Police Department.
- c. A donating Officer may not donate sick leave hours in a number that would lower his/her own accumulation of earned sick leave to below forty (40) hours.
- d. Such donated sick leave shall be processed using the above-mentioned District form that is completed, signed, notarized and timely submitted by the donor Officer. The donated sick leave shall not be accessible or transferred to the recipient Officer until his/her own sick leave is exhausted. Once the recipient's own sick leave is exhausted, the donors' leave shall be transferred to the recipient. Donated sick leave hours are to be used on a go forward basis and are not applied retroactively to the recipient's accrual. 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 except as provided in g. below.
- e. Donated sick leave shall have no terminal value to the recipient, but may have terminal value to the donor if any such sick leave hours are returned to the donor's accumulation, but only as provided in g. below.
- f. If sick leave is donated, but not yet transferred to the intended recipient and it is determined the recipient either does not meet the eligibility requirements to receive such donations as set forth in this Section or is no longer in need of such donated sick leave, such sick leave will not be transferred and will remain a part of the donor's sick leave accumulation. In such instances, any completed, signed, notarized and submitted forms PBSO 2175 will be deemed void and be of no further use.
- g. In the event sick leave hours have been transferred to the recipient, but it is determined the recipient is no longer eligible to use donated sick leave hours, the number of donated, but unused sick leave hours will be transferred from the recipient's accumulation and returned to the respective donors in as equitable manner as possible as determined by the District. If a donor is no longer an employee of the School District, any sick leave hours that would have been returned to such donor(s) are waived/eliminated and may not be used for any purpose whatsoever by the donor, by the recipient, by anyone else, by the District or by PBA.



TENTATIVE AGREEMENT

April 22, 2014

18.2 PAID LEAVES

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~~ **two hundred forty (240) working hours** 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 orders attached.



TENTATIVE AGREEMENT

April 22, 2014

ARTICLE 18 LEAVES

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 Services 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 be reinstated with all rights and benefits of employment that the employee would have attained had the employee been continuously employed, in accordance with Federal and State law. ~~receive full benefits of salary which shall 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, r~~Regular military duty shall not be initiated by the employee. An application or request 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,~~ in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Chapter 43, and Palm Beach County School Board Policy 3.80 and the Board shall have reasonable time not to exceed six (6) months, to reassign the employee to duty in the School System.



TENTATIVE AGREEMENT

April 22, 2014

18.3 UNPAID LEAVES

D. Expectant/New Mothers and New Dependent Children

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 post delivery recovery) or in the case of an adoption or foster child care, the receipt of custody. Leave may be extended 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 the employee's return to duty.

2. At the discretion of the Chief of Police or designee, if an employee is temporarily unable to perform all of her assigned job duties due to her pregnancy, the employee may be assigned to an alternative duty assignment. There is no right to be so assigned and it is at the sole discretion of the Chief of Police or designee whether or not such alternative duty assignment will be offered, and if offered and accepted, when the employee will be reassigned back to her full regularly assigned job duties.

E. Non-Work Related Injury

At the discretion of the Chief of Police or designee, if an employee is temporarily unable to perform all of his/her job duties due to a non-work related injury or due to a non-work related medical condition, the employee may be temporarily reassigned to an alternative duty assignment. There is no right to be so assigned and it is at the sole discretion of the Chief of Police or designee whether or not such alternative duty assignment will be offered, and if offered and accepted, when the employee will be reassigned back to his/her full regularly assigned job duties.



TENTATIVE AGREEMENT

April 22, 2014

ARTICLE 20 SALARY PLAN

20.5

- a. ~~The parties agree to continue the July 1, 2008 Hourly Rate Salary Pay Schedule for the period January 1, 2012 through July 1, 2012. The hourly rate of a bargaining unit member as of December 31, 2011, shall remain the same hourly rate of pay paid to said member for the period January 1, 2012 through July 1, 2012. The January 1, 2012 through July 1, 2012 Hourly Rate of Pay Schedule is attached as Appendix A. The Parties agree that this Hourly Rate Pay Schedule is not subject to further modification or change until July 1, 2012.~~
- b. ~~The Parties agree that effective July 1, 2012, the current Hourly Rate Pay Schedule in Appendix A will be converted to a new Minimum-Maximum Hourly Rate Pay Schedule. This new Minimum-Maximum Hourly Rate Pay Schedule will reflect the current minimum and maximum pay rates as contained in Appendix A with the understanding and commitment that each hourly rate in the Appendix A schedule will continue to be paid on the new Minimum-Maximum Hourly Rate Pay Schedule (Appendix A-1), except as increased by provisions immediately below.~~
- e. a. The Parties agree that effective July 2, 2012 **January 1, 2014**, each **the maximum** Hourly Pay Rate on the Minimum-Maximum Hourly Pay Rate Schedule (Appendix A-1 **A-2**) will be increased by 3.5% **4.0%** and **the minimum Hourly Rate will not be increased.** This increased **amended** Minimum-Maximum Hourly Rate Pay Schedule is attached as Appendix A 2. **After retroactively increasing their annual base salary by \$866 effective back to January 1, 2014 of seven (7) Officers who completed their probationary period on or between 7/12/2007 and 10/18/2007, the hourly rate of pay of E** each Officer who remains an employee of the District on the date the School Board adopts this Agreement will be paid from the increased **by 4%** Appendix A 2 Minimum-Maximum Hourly Rate Pay schedule retroactive to July 2, 2012 **January 1, 2014**. Those individuals who are no longer employees of the District on the date the School Board adopts this Agreement are not entitled to any retroactive pay.
- d. b. The Parties agree that ~~except as provided in f. below~~, the Minimum-Maximum Schedule in Appendix A 2 is not subject to further modification or change until January 1, 2014 **2015 as agreed to in the Duration of Agreement provision of this Contract**, and further agree that future modifications or changes to Appendix A 2 **and/or the hourly rates on that Schedule** will be effective January 1, of any given year unless otherwise agreed to by the Parties.

~~e. After Association ratification and School Board approval of this Agreement, the District will pay a one-time and non-reoccurring bonus of \$500, minus standard deductions, to each half-time through full-time bargaining unit employee who as of October 22, 2012 was an employee of the district and who remains a half-time through full-time employee on the date such bonuses are paid. If this Agreement is ratified by the Association's bargaining unit on or prior to December 10, 2012 and is subsequently adopted by the School Board, the District will endeavor to pay such bonuses in December of 2012 prior to winter break. It is understood that an employee who may have received a one-time bonus in Calendar 2012 or 2013 by virtue of being in another bargaining unit not represented by PBA, will not receive and is barred from receiving a bonus under the provisions of this Agreement.~~

~~f. Notwithstanding any other provisions of this Agreement, the Parties agree to reopen negotiations on Section 20.5 of this Agreement if:~~

- ~~1) The percentage increase or decrease of funding per weighted FTE student provided by the Florida Legislator within the Florida Education Finance Program is inadequate to fund the economic provisions of this Agreement for 2012-2013, or~~
- ~~2) The School District of Palm Beach County, Florida, prior to June 30, 2013, incurs a liability as a part of the final judicial or legislative resolution of the matter Florida Supreme Court Case #SC 12-520: Rick Scott vs. George Williams, et.al.~~
- ~~3) The district pledges and agrees that during any reopened negotiations per either 1) or 2) above, the district will not ask any Officer to repay any salaries already paid per this Agreement; and further pledges that during any such reopened negotiations not to propose any reduction in the negotiated hourly rates in Appendix A-2 between July 1, and December 31, 2013 unless the district is faced with a dire and catastrophic financial crisis that will require other employee groups, including administrators, to make financial accommodations and sacrifices to assist the district balance its FY14 budget.~~

~~Otherwise, the Parties shall consider this Agreement binding concerning the Hourly Rate Pay Schedule in Appendix a-2 through December 31, 2013 and will reopen negotiations in September 2013 for a successor Agreement.~~

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

~~h. d. 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 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 employee is going to receive at least one “Not Acceptable” rating on his/her annual Performance Based Evaluation, the member shall be given a 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 any negotiated increase to the salary schedule for the following school year. One “Not Acceptable” rating on any of the ~~twenty-nine (29)~~ evaluation indicators at the end of a school year annual evaluation constitutes an overall unsatisfactory annual performance evaluation rating.

~~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 my make recommendations to the Superintendent and to the President of PBA or designee.~~

20.7 THE NEW PERFORMANCE BASED PAY PLAN (Effective for the 2013-2014 School Year)

~~b.~~ **a.** Bargaining unit employees, 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 school year, are eligible to receive a **Performance Based Pay** stipend ~~equal to 3% of their previous year’s annual 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 of the District 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 **and remaining an employee through December 1 of the fiscal year following the attainment of the score of 165 or higher**. 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.

b. The amount of the Performance Based Pay stipend that is paid to each eligible employee will vary each year based on the total number of bargaining unit members who are eligible to receive a Performance Based Pay stipend

that fiscal year. The number of eligible employees each year will be divided into the District's Performance Based Pay amount on one-hundred thousand dollars (\$100,000) each December.

c. While each eligible employee is required to have all legally mandated deductions made from his/her Performance Based Pay stipend, the District assumes all responsibility for making all additional legal payments and these additional payments will be made in addition to the one hundred thousand dollars (\$100,000) set aside annually to pay these Performance Based Pay stipends.

~~20.7 — After making Performance Based payments in December of 2012, the Parties agree to temporarily suspend the current Performance Based Pay Plan effective January 1, 2013 and establish a joint study committee comprised of four (4) School Police Officers appointed by PBA and four (4) representatives appointed by the chief of Police to review, revise or establish a new Performance Based Pay Plan with the intent of making it effective July 1, 2013 unless the Parties agree through negotiations to an alternative effective date. Any revised or new Plan requires the acceptance of both Parties before it can be implemented. If no agreement is reached on a revised or new Performance Pay Plan, the current Plan will be reinstated effective January 1, 2014 unless otherwise agreed to through negotiations.~~



TENTATIVE AGREEMENT

April 22, 2014

ARTICLE 20.12 SERGEANT'S SPECIAL DUTY ASSIGNMENT

The following procedures will be followed should there be a need to assign an Officer to fill the supplemental Special Duty Assignment of Sergeant pursuant to Article 20.3 of this Agreement.

a. Qualifications:

- At least five (5) years of continuous law enforcement service with the District prior to the initial date of taking the examination. Employees who separate from employment with the Police Department and thereafter return to employment may not bridge seniority.
- No record of discipline in the employee's personnel file relating to any serious job related incidents within the previous five (5) years.
- At a minimum, the applicant must have successfully completed an approved "Line Supervision" course.
- At a minimum, the applicant must have obtained a conferred Associate Degree in a related Criminal Justice field or successfully completed at least sixty (60) semester hours at a College or University.
- Must have and maintain a valid FDLE certification
- Must have and maintain a valid Florida driver's license.

b. Examination And Oral Interview:

- An Officer meeting and maintaining the above listed qualifications is eligible to sit for a promotional Examination when it is next administered. The testing location and date will be announced at least forty-five (45) calendar days prior to the testing date. The District will provide a list of the areas that the examination will cover and will also provide a list of the resources from which the examination was drawn. For this purpose, the District will only use job related promotional examinations.
- Those receiving a score of at least 80% on the examination will be considered to be "candidates" for the Special Duty Assignment of Sergeant.
- A candidate maintains his/her eligibility to interview for the Supplemental Special Duty Assignment of Sergeant for up to 24 months from the date he/she was most recently considered to be a candidate. Thereafter, an Officer must sit for an examination and receive a score of at least 80% to continue to be a candidate or to become a candidate again should the 24-month period expire before the Officer had the opportunity to take an exam again.
- When there is a need to assign an Officer to fill the supplemental Special Duty Assignment of Sergeant as determined by the Chief of Police, the

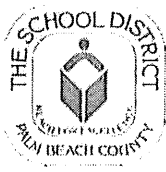
supplemental position will be advertised internally and candidates at that time who wish to interview may do so before an oral interview panel comprised of Department Command Officers selected by the Chief of Police and at least one (1) non-District law enforcement person selected by the Chief of Police. The oral interview panel will rank the candidates who participated in these oral interviews from highest to lowest.

c. Selection Process:

- The Chief of Police may delay naming a candidate to assume the responsibilities of the supplemental Special Duty Assignment of Sergeant with respect to any candidate who is the subject of an active criminal or internal investigation.
- After reviewing the most recent examination scores of the candidates who interviewed and the ranking of the oral interview panel, and other considerations at his discretion, the Chief of Police will make the selection and this decision is final and not appealable.

d. Other Regulations:

- Officers who are candidates may withdraw their candidacy from consideration at any time.
- A candidate who no longer meets the eligibility requirements will no longer be considered to be a candidate.
- A candidate is no longer a candidate should his/her employment with the District end.
- A candidate will no longer be considered to be a candidate should he/she be found to be involved with criminal activity or administrative misconduct.
- An Officer selected to assume the responsibilities of the supplemental Special Duty Assignment of Sergeant serves in this Assignment for as long as the Chief of Police wishes that Officer to remain in that Special Duty Assignment or until the Officer elects to step out of that assignment by submitting a letter to the Chief of Police stating same.
- An Officer being relieved of this supplemental Special Duty Assignment of Sergeant either by the Chief of Police or by his/her own choosing, will no longer have those responsibilities and will no longer be eligible to receive the supplemental pay and the take-home vehicle per Article 20.3 above.



TENTATIVE AGREEMENT

April 22, 2014

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 be effective upon PBA ratification and School Board approval and shall remain in effect through December 31, 2013 2016. During the term of this Agreement, either Party may reopen the Agreement as follows:

- A. In the ~~second~~ first year of this Agreement (2013 2014), each party may reopen Article 20 – Salary Plan, to be effective January 1, 2015, unless an alternative effective date is otherwise agreed to by the Parties. In addition, each Party may reopen up to three (3) other Sections of Agreement, plus any subject that was submitted to a joint study committee during negotiations that took place in April of 2014. If the results of coalition bargaining in the previous year call for the commencement of coalition bargaining in 2013 2014, coalition bargaining will commence in 2013 2014 for a January 1, 2014 2015 effective date, unless the District and the Coalition agree to some other effective date.
- B. In the second year of this Agreement (2013 2015), each party may reopen Article 20 – Salary Plan, to be effective January 1, 2016, unless an alternative effective date is otherwise agreed to by the Parties. In addition, each Party may reopen up to three (3) other Sections of the Agreement. If the provisions results of Section 20.5 (f) of this Agreement trigger a reopening of negotiations coalition bargaining in 2014 call for the commencement of coalition bargaining in 2015, coalition bargaining will commence in 2015 for a January 1, 2016 effective date, unless the District and the Coalition agree to some other effective date.
- C. The Parties agree to reopen negotiations for a successor Comprehensive Agreement in the ~~second~~ third year of this Agreement (2013 2016) for a January 1, 2014 2017 effective date unless the District and the Association PBA agree to some other effective date. If the results of coalition bargaining in 2015 call for the commencement of coalition bargaining in 2016, coalition bargaining will commence in 2016 for a January 1, 2017 effective date, unless the District and the Coalition agree to some other effective date.

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



TENTATIVE AGREEMENT

April 22, 2014

APPENDIX A: Effective January 1, 2014

Minimum Hourly Rate of Pay: \$25.06

Maximum Hourly Rate of Pay: ~~\$38.04~~ \$39.56