

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.
- (b) Properly documented overtime compensation shall be paid on the second 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 reoccurring maximum of twenty-four (24) hours. Such hours are not limited to code 9004 and may not be earned for work performed under a lease agreement. Both the accumulation of compensatory time and the use of compensatory time shall be at the reasonable discretion of the Chief of Police or his/her designee.
- (d) All bargaining unit members may use compensatory time up to a maximum of eight (8) hours per day or ten (10) hours per day when the District is operating on a compressed work week. Employees must make a written request at least one week prior to the date of intended use. Said use shall be at the reasonable discretion of the Chief of Police or his/her designee, based upon the necessity to maintain the efficient operations of the School District.
- (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) Compensatory time may not be scheduled or utilized on any day training is scheduled to take place unless the officer can provide an alternate training plan, in writing, that is acceptable to the Chief of Police.

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- (g) Compensatory time may also not be scheduled or utilized on any day immediately preceding or following a holiday; and/or the day immediately before or after the Thanksgiving break, the Winter break, the Spring Break, or the first or last week of the school year with the following exceptions:
 - 1. for a medical emergency or planned medical procedure;
 - 2. to extend a properly authorized bereavement leave;
 - 3. to observe a religious day of the employee's faith; and/or
 - 4. upon prior written approval from the Chief of Police or his/her designee, such as when the absence will not create an operational hardship.
 - (h) 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.
 - (i) All compensatory time must be used before the effective date of any leave of absence without pay.
 - (j) 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 reasonable 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. This section does not limit or alter the required notice for involuntary transfers as provided in Article 8.1 herein.
- 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.

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- 17.6** 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 a 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, and/or additional officers are needed to work the function, the extra duty will first be offered to other officers within their school, and if declined or more staff is needed, then to the sector, zone, and then district-wide to all officers. In cases where the number and/or timing of call-outs for an extracurricular school function tax the capacity of the system, the District may offer the extra duty work on a district-wide basis as the initial step.
- 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 ~~\$40.00~~ ~~\$35.00~~ per hour less any mandatory tax withholdings. The contractor may be charged an additional administrative fee by the District.

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ARTICLE 17 - WORKWEEK AND OVERTIME (cont'd)

- 17.12** If an outside detail or extra duty work is cancelled and the officer is notified of the cancellation less than **twenty-four (24) hours** ~~one (1) hour~~ prior to the scheduled start time of the work, the officer shall inform his/her immediate supervisor of the situation. Upon confirmation of the cancellation and lack of appropriate notice, the officer shall be entitled to compensation for the scheduled length of time for said outside detail/extra duty work **or three (3) hours pay, whichever is less.** ~~This provision shall become enforceable on December 1, 2021 or the date of PBA ratification, whichever is earlier, and shall sunset on December 31, 2022.~~
- 17.13** For the purpose of computing overtime, an Officer should not be penalized for any District designated paid holiday during that work week (Monday **through** Friday).
- 17.14** 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.
- 17.15** **The Parties agree to establish a Joint Study Committee comprised of three (3) appointees from each Party to meet, study and make suggestions for a rotating seniority system to be used for the assignment of overtime, discuss the frequency at which outside details or extra work is cancelled without notification to the employee(s) in a timely manner, and discuss the calendar for June and July of 2023 and possible solutions. Upon completion, the Joint Committee's suggestions will be items for negotiations for the CBA dated January 1, 2023. If discussed during negotiations for a reopener, this item will not be counted as one of the two (2) additional Articles to be negotiated, unless other sections within Article 17 are also opened. This Committee agrees to meet by August.**

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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.

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

- Leave for Personal Reasons
- Sick Leave
- Catastrophic Leave
- Injury or Illness In-Line-Of-Duty Leave
- Temporary Military Leave
- Bereavement Leave
- Military Leave
- Leave of Absence for the Purpose of Campaigning for Political Office
- Personal Leave Including Maternity/Recovery and Child Care
- Domestic Violence Leave
- Family Medical Leave

B. Also in addition to the leaves listed in 18.1 (A) 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.

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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. **Officers will submit all types of leave requests to their immediate supervisor for approval.**

B. Sick Leave

1. Extent of Sick Leave

- a. An employee shall be credited with four (4) days (32 hours) 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 (8 hours) 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 and/or eighty-eight (88) hours exclusive of overtime within the month; and provided further, that the employee shall be entitled to earn no more than one (1) day (8 hours) 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 (96 hours) of accrued sick leave may be earned during a twelve month period.
- b. If the employee terminates employment and has not earned the four (4) sick days (32 hours) 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 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, when possible, so that a temporary replacement can be provided. Similarly, the employee should keep the 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 (240 hours) of paid leave for recovery may be required to submit medical evidence at reasonable intervals supporting the need for additional leave.

18.2 - PAID LEAVES (cont'd)

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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. All other requests for sick leave must be made at least two (2) hours in advance, except in the case 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. **Officers will submit all types of leave to their immediate supervisor for approval.**
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.

An employee who uses Sick Leave to miss an entire scheduled work calendar day, shall not work any Extracurricular School Function, Lease, or Mutual Aid Details until the next calendar day unless otherwise agreed to by the Chief or designee.

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 or designee 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 Chief of Police. Any use of sick leave for which a doctor's note is provided shall not be considered as a violation of any sick leave policy.
10. A false claim for sick leave shall be grounds for dismissal by the School District.
11. The Parties agree that the following provisions will govern the Transfer of Sick Leave to Another Officer:

As permitted by Florida State Statutes 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

18.2 - PAID LEAVES (cont'd)

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be used as paid personal leave for personal reasons pursuant to Section A above.to be eligible to receive donated sick leave:

- a. The seriously 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 the recipient officer's 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

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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.

- g. In such instances, any completed, signed, notarized and submitted forms PBSO 2175 will be deemed void and be of no further use. 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.

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.

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18.2 - PAID LEAVES (cont'd)

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 for such leave must clearly substantiate an injury received in carrying out assigned duties. Additionally, such paid leave shall only be awarded for the duty days for which the employee has been employed. Nothing herein shall be construed to limit the employee's rights under Chapter 440, Florida Statutes.
 - 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, annual, or other leave until either the employee reaches maximum medical improvement (MMI) as determined by a health care provider or two (2) years from the date of injury or illness, whichever occurs first. Full-pay status shall be granted only after submission to the employing agency's head of a medical report 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 requirements.

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18.2 - PAID LEAVES (cont'd)

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 vaccinations 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 vaccinations are not available. The School District agrees to provide vaccinations 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 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 shall 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 Policy shall fully cooperate with the Board and shall authorize the release of any medical records necessary.
5. "Light duty" is a term used when an employee who has been injured on the job and who has been determined eligible for Workers Compensation benefits and leave. Before and until the employee's Workers Compensation Doctor determines the employee has reached MMI (maximum medical improvement), the doctor may approve the employee to return to duty, but with work limitations that are provided in writing by the Workers Compensation Doctor. If the Chief of Police determines the Department can temporarily accommodate the employee returning to duty with these light-duty restrictions, the employee will return to duty under those restrictions.

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18.2 - PAID LEAVES (cont'd)

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 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 order attached.

F. Bereavement Leave

1. An Officer who is required to be absent from work due to the 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, mother-in-law, father-in-law, grandparents, grandparents-in-law, domestic partner or other relatives residing in the Officer's household.
2. The employee must provide to his/her supervisor the name of the deceased, date of death, city of death and the deceased's relationship to the employee upon return from the leave. Failure to provide the requested information may result in conversion of the bereavement leave to accrued or unpaid leave.
3. 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.
4. Bereavement leave is only available for active employees. It will not be permitted to be used for an officer who was already on an active leave at the time of the need for the absence.

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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 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. Regular military duty shall not be initiated by the employee. All applications or request for re-employment shall be filed with the School District in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Chapter 4, and Palm Beach County School Policy 3.80.

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.

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.

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18.3 - UNPAID LEAVES (cont'd)

D. Expectant/New Mothers and New Dependent Children

1. Maternity/Recovery and Child Care
 - c. 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 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.
 - d. 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

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.

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18.5 - ATTENDANCE SUPPLEMENT

~~The Attendance Supplement will be held in abeyance from July 1, 2018 until July 1, 2019.~~

Effective January 8, 2021, an Officer who has perfect work attendance on all of his or her scheduled days of work during each quarter of the calendar year, will receive a stipend of \$250, minus standard deductions, for that quarter.

To be eligible to receive this Attendance Incentive, the Officer must be a regular full-time, non-probationary Officer of the District for the quarter.

"Perfect Work Attendance" means not being absent for any reason except when called for or serving on a jury, "light duty" associated with a Workers Compensation claim, taking an approved TDE that takes the Officer away from his/her regular duties to attend a District approved activity, using approved compensatory time, or using administrative leave as approved by the Chief or designee as provided for in Section 17.1 (h) or Section 18.1 (b) above.

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ARTICLE 20 - SALARY PLAN

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

20.1 DUAL CAREER LADDER / CAREER PATH PROGRAM

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 SALARY INCENTIVE MONEY

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.

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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
- CRT (Crisis Response Team) \$2,800
- FTO (Field Training Officer) \$1,200 (\$4,000 as of January 1, 2022)*
- Accreditation Manager \$1,200
- K-9 Caretaker/Handler – K-9 Caretakers/Handlers shall be paid an additional one (1) hour per day at one and one half times (1.5) a rate of \$15 per hour (or the state minimum wage, whichever is greater), for each dog they are assigned, per pay period as compensable time for the care and maintenance of the assigned canine(s). For example, a current K-9 Caretaker/Handler with one canine would earn approximately \$22.50 per day. The payment for caring for the animal(s) applies to every day of the year (including weekends, holidays, and breaks) in which the employee is **personally** caring for the animal(s). Those officers assigned more than one K-9 as of the date of the ratification of this Agreement will not have a K-9 removed as a result of this increase in supplemental pay.

Veterinary appointments and certification activities should be scheduled during the regularly scheduled shift. Should such activities occur outside the employee's regularly scheduled shift, he/she/they will be paid for hours worked in compliance with the law.

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

*Those officers actively assigned to a FTO position as of January 1st of each year shall receive the annual stipend. Any past practice regarding payment of the FTO Assignment Pay shall conclude on December 31, 2021.

- 20.4 NON-CONTRACT DAY COMPENSATION** - Any school police officer who is requested to work on a non-contract day shall be compensated at the rate of ~~\$40.00~~ ~~\$37.00~~ per hour effective upon ratification and School District approval.

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20.5 Salary Adjustments

- a. The Parties agree that effective January 1, 2022, the maximum and minimum Hourly Pay Rates on the Minimum-Maximum Hourly Pay Rate Schedule (Appendix A) will be increased by 5% to the minimum and 5% to the maximum. This amended Minimum-Maximum Hourly Rate Pay Schedule is attached as Appendix A. Also, effective January 1, 2022, each Police Officer's hourly rate of pay will be increased by 5%. Those individuals who are no longer employees of the District on the date the School Board approves this Agreement are not entitled to this pay increase.
- b. The Parties agree that the Minimum-Maximum Schedule in Appendix A is not subject to further modification or change until January 1, 2023 as agreed to in the Duration of Agreement provision of this Contract, and further agree that future modifications or changes to Appendix A and/or the hourly rates on that Schedule will be effective January 1, of any given year unless otherwise agreed to by the Parties.
- c. 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.

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20.6 PERFORMANCE-BASED PAY PLAN

- a. 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 Performance-Based Pay stipend 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 of 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 (\$100,00) set aside annually to pay these Performance-Based Pay stipends.

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20.7 - PAYROLL SCHEDULE

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., b. and/or c. below either separately or together.

- a. The District may implement a 26 equal pay payroll schedule for employees who work a 12 month calendar with paychecks electronically deposited every other Friday in the employee's choice of a financial institution beginning on a Friday selected by the District. If a Friday pay date falls on a non-duty day, the paycheck will be electronically deposited the last preceding duty day. Employees who work less than a 12 month calendar may have their payroll checks electronically deposited every other Friday, but proportionately on fewer than 26 Fridays.
- b. The District may implement a paperless payroll whereas employees will not receive a paper pay stub, but will be able to access payroll stub and other payroll information by going to a District website location and, after entering their personal password, be able to view and retrieve their individual payroll information as well as being able to view and make some payroll information changes on-line such as the employee's W-2 Form.
- c. 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 two weeks 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.

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20.8 - 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:

Master's Degree	\$2,000
Doctorate Degree	\$4,000

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20.9 – WEST AREA SUPPLEMENT

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

Years of Service School District Police Dept.	Annual Supplement
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 West Supplement.

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

20.10 – 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

1. At least ~~five (5)~~ **three (3)** years of continuous law enforcement service with the District prior to the initial date of taking the examination. **The Parties agree that effective January 1, 2024, the requirement of years of continuous law enforcement service with the District shall revert to five (5) years.** Employees who separate from employment with the Police Department and thereafter return to the employment may not bridge seniority.
2. No record of **two or more written reprimands, suspension, or demotion** within the previous ~~five (5)~~ **two (2)** years **with the District.**
3. At a minimum, the applicant must ~~have successfully completed an~~ **CJSTC-approved "Line Supervision" course within six (6) months of becoming a Sergeant.** **This course must be taught by a certified instructor.**

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4. At a minimum, the applicant must have either of the following requirements verified prior to sitting for the exam:
 - Obtained a conferred Associates Degree in a related Criminal Justice field or successfully completed at least sixty (60) semester hours at an accredited College or University. An applicant may substitute up to a maximum of thirty (30) of the sixty (60) semester hours with Continuing Education Units (CEUs) to meet the educational requirements, where one (1) CEU is equal to one (1) semester hour.
 - OR
 - Completed at least two (2) years of active military service in one of the branches of the United States Armed Forces and received an honorable discharge.
5. Must have and maintain a valid FDLE certification.
6. Must have and maintain a valid Florida driver's license.

b. Examination and Oral Interview

1. 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.
2. Those receiving a score of at least 80% on the examination will be considered to "candidates" for the Special Duty Assignment of Sergeant.
3. 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.
4. 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~~ sworn personnel 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 remain comprised of the same members for that interview/testing cycle and will rank score the candidates who participate in these oral interviews from highest to lowest.
5. The oral interview will consist of objective, job-related interview questions.

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6. The total score will be comprised of both an interview ($\frac{1}{3}$) and test score ($\frac{2}{3}$).

c. Selection Process:

1. 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.
2. 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/her discretion, the Chief of Police will make the selection and this decision is final and not appealable. The Chief has the discretion to pass over up to ten (10) percent of the list for that cycle.

d. Other Regulations

1. Officers who are candidates may withdraw their candidacy from consideration at any time.
2. A candidate who no longer meets the eligibility requirements will no longer be considered to be a candidate.
3. A candidate is no longer a candidate should his/her employment with the District end.
4. 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.
5. An Officer selected to assume the responsibility 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.
6. An Officer being relieved of this supplemental Special Duty Assignment of Sergeant either 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.

20.11 – TERMINAL LEAVE PAY & BENCOR

An employee who retires and submits proof of eligibility from the Florida Retirement System or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the beneficiary as identified on the employee's group life insurance. Form.

- (a) Effective June 30, 2017 and thereafter, employees who have a minimum of ten (10) consecutive years of District service just before they are to receive terminal pay benefits and who are retiring/leaving the employment of the District or who are entering into DROP shall

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have such terminal pay benefits provided to them through the BENCOR National Government Employees Retirement Plan as adopted by the School Board in 1999.

- (b) Employees who are eligible to receive terminal pay benefits and who are retiring/leaving the employment of the District prior to June 30, 2017, shall not be covered under the BENCOR Plan.
- (c) The Department of Compensation and Employee Information Services will provide affected employees with information on eligibility, how the process works and its benefit to employees in this bargaining unit.

20.11 – Payroll Gap Notification

The District will provide notice of any payroll gap or salary schedule change directly to the PBA:

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