

COLLECTIVE BARGAINING AGREEMENT

2015-2016 School Year

Between

The Police Benevolent Association (PBA)

And

**The School Board of
Broward County, Florida (Board)**

July 1, 2015 — June 30, 2016

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ARTICLE 1
PREAMBLE

THIS AGREEMENT entered into by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, hereinafter called the Board, and the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the PBA.

Witnesseth:

WHEREAS, the Board and the PBA have negotiated in good faith, with the PBA acting as the exclusive agent for members in this PBA bargaining unit included in the certified unit with respect to wages, hours, and terms and conditions of employment and whereas, the parties following extended and deliberate negotiations, and having had an opportunity to discuss freely any and all issues, have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2 RECOGNITION

Exclusive Representation

The Board recognizes the Police Benevolent Association (PBA) as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours, and other terms or conditions of employment for all full-time employees in the classifications included in the following certifications of the Public Employees Relations Commission (PERC), Certification #1579. The classifications included in this certification is the Special Investigations Unit Investigator, Job Description Number ZZ-033.

INCLUDED: All employees of The School Board of Broward County, Florida in the classification of investigator in the Department of Professional Standards and Special Investigative Unit.

EXCLUDED: Executive Director of Professional Standards and Special Investigative Unit, Supervisor of Police Operations, Professional Standards and Special Investigative Unit, Personnel Administrator of Professional Standards and Special Investigative Unit, Coordinator of School Safety/Resource Officer, Professional Standards and Special Investigative Unit, and all other employees of The School Board of Broward County, Florida.

Both parties agree that the composition of the unit can only be changed by a valid PERC Order approving the change.

The Board will not negotiate with any other union or employee organization on matters pertaining to wages, hours and other terms or conditions of employment for these bargaining unit members.

The School Board of Broward County, Florida, hereinafter called the Board or the Employer, and the Broward County Police Benevolent Association, Inc., hereinafter called the PBA or the Union, recognize and declare that quality service is necessary to provide quality education. It is the intent and purpose of the parties hereto that this Agreement shall promote and ensure a spirit of confidence and cooperation between the School Board and its employees.

ARTICLE 3 DEFINITIONS

- A. Agreement/Contract** — The document which delineates the items and terms, which are mutually agreed to as the result of the collective bargaining process as outlined in Florida Statutes. These terms are generally understood to be interchangeable when referring to Collective Bargaining Agreements.
- B. Aggrieved Employee** – Employee filing grievance.
- C. Assignment** — The designation of an employee to a specific work location.
- D. Bargaining Agent** – The bargaining agent shall mean the employee organization certified as the exclusive bargaining agent, pursuant to Chapter 447 of Florida Statutes.
- E. Classification** — The position assigned to a specific pay grade and recognized as part of the bargaining unit represented by Police Benevolent Association.
- F. Day(s)** — Day(s) shall mean calendar days unless otherwise specified herein.
- G. Department** — An operational unit within a division as depicted on the District Organizational Chart.
- H. Fiscal Year** — July 1st of one year through June 30th of the subsequent year.
- I. Grievance** – Formal allegation by an employee(s) that there has been a violation, misinterpretation, or misapplication of any of the terms and conditions of employment set forth in this Agreement, law, policy or rule.
- J. Immediate Supervisor/Supervisor** — The individual having immediate supervisory authority to evaluate and discipline the unit employee(s) and who is not a member of the bargaining unit.
- K. Job Description** — The Board approved, written document describing the duties, responsibilities and qualifications of the job(s) covered by this bargaining agreement.

- L. Parties** — The School Board of Broward County, Florida, (Board) as employer, and the Broward County Police Benevolent Association (PBA), as the exclusive bargaining agent.
- M. PBA** — The Broward County Police Benevolent Association, the duly authorized and sole bargaining agent for the Special Investigative Unit Investigators.
- N. PERC** — The Public Employees Relations Commission created by Florida Statutes, Section 447.004.
- O. Probationary Employee** — An employee who has not completed the probationary period for the position in which hired or promoted.
- P. Regular/Permanent Employee** — An employee who has successfully completed the probationary period and is employed in continuous year-round full time service.
- Q. School Board/Board/District** — The School Board of Broward County, Florida, the duly elected board established under the Florida Constitution, Article IX, Section 4, Florida Statutes 1001.32 (2).
- R. School Board Policies** — The body of policies and rules adopted by The School Board of Broward County, Florida.
- S. Superintendent** — The secretary and executive officer of the Board, who is responsible for the administration and management of the schools and for the supervision of instruction.
- T. Seniority** — Seniority shall be based upon an employee's date of hire within the Special Investigative Unit. Service shall not be deemed to be interrupted by any paid leave approved pursuant to this Agreement or approved unpaid leave taken pursuant to state and/or federal guidelines. (i.e. Family Medical Leave Act or Military Leave Act.) Seniority shall cease upon the termination of employment. Seniority shall be frozen at the years of service attained at the beginning of an approved unpaid leave of absence. Such seniority shall resume from the point at which it was frozen when the employee returns to their former status as a paid employee.
- U. Union** — The Broward County Police Benevolent Association, as the exclusive bargaining agent representing members of the bargaining unit.
- V. Workday** — The period of time each day that an employee is to be present and performing assigned duties as designated by management.

W. Workweek — For payroll purposes, the work week shall be defined as Monday through Sunday.

ARTICLE 4
MANAGEMENT RIGHTS

The provisions of this Agreement are not to be interpreted in any way or manner to change, amend, modify, or in any other way, to delimit the exclusive authority of the School Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, State Board Rules and Regulations, School Board Policies, and established practices, shall continue to be exercised exclusively by the Board and Superintendent without prior notice or negotiations with the PBA, except as specifically and explicitly provided for in the stated terms of this Agreement. Such rights thus reserved exclusively to the Board, the Superintendent, and their designated representatives, by way of illustration and not by way of limitation, include the following: selection, promotion, assignment, and transfer of employees; contract out (subcontract) for services; the evaluation of performance of employees; introduce new, improved or different methods and techniques of operation or work procedure; the separation, suspension, dismissal, and termination of personnel for just cause; and, the designation of the organizational structure and the lines of administrative authority of the Board.

It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the schools and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the Agreement.

**ARTICLE 5
WORKING CONDITIONS**

A. Work Schedule

- A. The standard of working hours for full-time employees shall be seven and one-half (7.5) consecutive hours, inclusive of a 30 minute paid meal period during which time an employee may be called back into service. Employees may be required to work different schedules based upon the operational needs of the School District. A written seven (7) day notice shall be required, absent exigent circumstances.
- B. Employees not otherwise exempt from federal and Florida minimum wage and overtime payment requirements will be paid at a rate equal to one and one half their normal hourly rate for pre-approved overtime actually worked in excess of forty (40) hours during their work week.
- C. When employees are required to report or remain at work contiguous to their regularly scheduled shift, employees will be compensated at the applicable rate of pay (straight or overtime).

B. Probationary Employees

Employees who are new in the system shall be considered probationary for the first year after certification or date of employment, if certified. During such probationary period, the employee may be terminated without cause. A probationary employee has no right to utilize the contractual grievance/arbitration procedures during the one year probationary period.

C. Layoffs and Reemployment

A layoff is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part. Employees to be laid off shall be notified as soon as possible after the decision for layoff has been made.

Layoffs will be done in reverse order of seniority (from date of employment in the Professional Standards and Special Investigative Unit Department).

Employees laid off shall be eligible for recall for a period of 12 months. Recall shall be in inverse order of layoff. Employees recalled shall resume their place on the salary schedule.

In the event PBA bargaining unit members are to be laid off, the School District shall notify each employee subject to layoff by certified mail, return receipt requested, at least ten working days prior to the effective date of layoff.

In the event that a member of the bargaining unit has been recalled pursuant to the terms of this article, such employee shall be required to meet the physical and medical standards required of all new employees. Failure to meet such standards will terminate such employee's rights to be recalled.

D. Labor-Management Meetings

The Superintendent/Designee and the PBA agent shall meet on a quarterly basis or at other times by mutual consent. The purpose of these meetings shall be to discuss issues of mutual concern that involve the working conditions of employees within the unit, not involving grievances or matters which are proper subjects of collective bargaining between the parties.

E. Bulletin Board Space

The Special Investigative Unit shall provide bulletin board space at the Special Investigative Unit office for the posting of Association notices, which shall be accessible to the employees.

F. Call Back

Call back is defined as those instances when unit members are contacted to return to work or to perform work on short notice, after at least an hour break between the end of the shift and call back assignment, which includes but is not limited to covering an event during an off-duty period. Except in the case of emergency, the Chief of Police shall first request volunteers to fulfill the assignment. In the event that a unit member(s) does not volunteer for the assignment, then the Chief of Police shall select a unit member(s) to work the emergency call back based on reverse order of seniority, using the "pen-drop" method. As a result, once a person is assigned based on seniority, the person shall drop to the bottom of the call back list, and the next least senior person shall be assigned on the next call back occasion for which there is no volunteer, and future call back assignments for which there are no volunteers shall continue to be assigned to the next least senior person on the list, with

the rotation starting over once all persons have been assigned call back. In the event of an emergency, as determined by the Chief of Police, necessitating call back, the Chief of Police may assign any person(s) he chooses.

Bargaining unit members who are called back to work outside of their regularly scheduled hours of duty shall receive a minimum of three (3) hours straight time rate of pay for hours worked up to forty (40) hours. Bargaining unit members shall receive time and one-half for all hours worked in excess of forty (40) hours in accordance with the Fair Labor Standards Act.

G. Annual Training

All employees shall be required to attend an annual training program identified by the Professional Standards and Special Investigative Unit Department. Training shall consist of a minimum of five (5) workdays over and above what is mandated by Florida Department of Law Enforcement to maintain their state law enforcement certification.

H. Personal Equipment/Credentials

~~An investigator who has 10 years of service with the Broward School Board Police Department and~~ A detective vested with The School Board of Broward County, Florida who retires or separates employment from the District in good standing shall receive their firearm, badge, and a retired police I.D.

I. Clothing Allowance

For the 2012-2013 school year, each bargaining unit member shall receive a \$250 clothing allowance, which shall be pro-rated for May and June of this contract year.

ARTICLE 6
DRUG AND ALCOHOL POLICY

The Drug and Alcohol Policy will be in accordance with Board Policy 2400.

ARTICLE 7
NON-DISCRIMINATION

- A. The Board will not discriminate against any employee covered by this Agreement because of membership or non-membership in the PBA.
- B. The PBA will not discriminate against employees covered by this agreement as to membership, non-membership, or representation with regard to terms and conditions of membership because of race, color, creed, sex, age, sexual orientation or national origin.
- C. It is the responsibility of every bargaining unit employee to notify in writing the Equal Educational Opportunities Department if the bargaining unit employee becomes aware of discrimination of any type.
- D. Administrative procedures have been established by the State of Florida and the United States for the handling and processing of claims of unlawful employment discrimination based on race, color, religion, sex, national origin, or disability. The PBA and the Board encourage bargaining unit members who believe that they have been victims of employment discrimination based on race, color, religion, sex, national origin, or disability to file such claims with the United States Equal Employment Opportunity Commission, the Florida Commission on Human Rights, or the applicable Florida or Federal court. Claims of employment discrimination based on race, color, religion, sex, national origin, or disability shall not be processed as grievances.

ARTICLE 8 GRIEVANCE PROCEDURE

- A. **Purpose:** It is recognized that complaints and grievances may arise between the employer and any one or more employees concerning the application or interpretation of the terms and conditions of employment as defined in this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt, and equitable manner so that the efficiency of the School District will be maintained. Every effort will be made by the employer, employees, and the bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his standing with the employer.
- B. **Exclusive Rights:** The parties agree that the PBA has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the PBA expressly waives its right in writing to process a grievance because the unit member is not a dues-paying member of the union.
1. The PBA accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.
 2. The PBA shall provide the Director of Employee Relations with written notice when it declines to represent the employee through the contractual agreement grievance procedure or through the arbitration process.
 3. When a grievance is filed by the PBA on behalf of a bargaining unit member, all correspondence related to the grievance shall be directed to the PBA.
 4. Each unit employee has the right to present and process grievances without the assistance or intervention of the PBA, however, the resolution of such grievance shall not be inconsistent with the terms of this Agreement and the PBA shall be afforded the right to have a representative present at any grievance meetings.
 5. No grievance form may be amended from the original written grievance at the initial step of the Grievance Procedure.

C. **Limitations on Grievance Procedure:**

1. The selection process and assignment of personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.
2. The PBA recognizes that the Board has certain obligations to comply with federal, state and local laws, ordinances, regulations, directives and guidelines which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.

D. **Informal Grievance:** The aggrieved employee, with or without the assistance of a union representative, shall discuss the problem or dispute with the immediate supervisor within five (5) working days of the occurrence or employee's knowledge of the occurrence resulting in the problem or dispute. If after discussion with the immediate supervisor, the problem has not been resolved, a Step I formal grievance may be filed.

E. **Formal Grievance:** Any formal grievance filed shall be on the proper forms supplied by the Board and shall refer to the specific Article and Section of this Agreement upon which the grievance is based. The Board shall not be required to process or answer a grievance unless the following occurs:

1. The grievance must be signed by the grieving party and the PBA Representative and be presented in writing within seven (7) working days after the informal discussion with the immediate supervisor.
2. The date of the occurrence that gave rise to the grievance must be clearly identified on the grievance form.
3. The grievance must indicate whether the grievant is proceeding with or without the assistance of the PBA.
4. The grievance must include reference to the specific provision(s) of this Agreement that the grieving party claims has been violated.
5. The grievance must contain a reasonably complete statement of the facts of the matter as the grieving party contends them to be and states the remedy sought.

Processing of Formal Grievances: Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement and the laws of the United States and the State of Florida. When an alleged grievance exists, the following formal grievance procedure shall be followed:

1. **STEP 1**—The grieving party may submit to the immediate supervisor a copy of the grievance form. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall schedule a meeting with the PBA and/or grieving party in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within seven (7) working days after such meeting, and shall furnish a copy thereof to the PBA and/or grieving party.
2. **STEP 2**—If the grieving party is not satisfied with the Step 1 disposition of the grievance, or if no disposition has been made within the Step 1 time limits, the grievance shall be submitted to the Employee Relations Department within seven (7) working days of the disposition, or expiration of the time limit. Within seven (7) working days of receipt of the grievance, Employee Relations shall schedule a meeting with the PBA and/or grieving party and shall indicate the disposition of the grievance in writing to the PBA and/or grieving party within seven (7) working days of the meeting.
3. **STEP 3**— If the grieving party is not satisfied with the Step 2 disposition of the grievance, the grievance may be submitted by the PBA to arbitration within twelve (12) working days of the date of disposition at Step 2.

F. Arbitration

The grieving party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be mutually selected from the list submitted by the FMCS in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The parties agree that the award of the arbitrator shall be in writing and shall be final and binding.

The arbitrator shall not substitute his/her judgment for that of the employer. The arbitrator shall limit his/her decision to the application and interpretation of this agreement and shall have no power to amend, modify, nullify, alter, add to, or subtract from the terms of this Agreement. The parties shall meet for a pre-arbitration meeting for the purpose of full disclosure. Neither party shall be permitted to assert in such arbitration proceedings any ground or rely on any evidence not

previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

The grievance arbitration procedure shall be subject to all State and Federal laws and judicial interpretations.

If the PBA waives its right to process a grievance to arbitration because the affected employee is not a dues-paying member of the PBA, the employee may carry the case forward but he/she shall be responsible for all arbitration costs pursuant to Section G. Under such circumstances, the PBA shall not be responsible for arbitration costs associated with the specific grievance.

- G. **Cost of Arbitration:** If the arbitrator sustains the position of the PBA and/or grieving party, the fees and expenses of the arbitrator, including FMCS filing fees, shall be paid by the Board. However, if the arbitrator sustains the Board's position, all fees and expenses shall be paid by the PBA and/or grieving party. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses to incur, including but not limited to expert witness fees, travel expenses, etc. Employees required to testify will be made available without loss of pay; however, whenever possible, they will be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grieving party.
- H. **Time Limits:** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.
- I. **Reprisal to Employees:** All employees will be entitled to fair, reasonable and equitable treatment in the processing of grievances.

ARTICLE 9
PERSONNEL RECORDS

- A. A personnel file is maintained at Personnel Records. No anonymous letter or anonymous materials shall be placed in the personnel file. Any materials relating to disciplinary actions must be completed within 180 days in accordance with the Florida Statute, Chapter 112. A copy of such materials to be added to an employee's personnel file shall be provided to the employee. An employee has the right to answer in writing any such materials and the answer shall be attached to the file copy.

- B. An employee's personnel file and general information is considered public record. Certain employees in the District are exempt from having their information disclosed, based on previous or current job responsibilities or family relationships. The employee must complete and submit the Personnel Information Exemption Form and the Name and Address Change Form to the HRIS Department. It is the responsibility of the employee to ensure that his/her confidential information on file is current and accurate. Information will be released in accordance with the Florida Statute, Chapter 119.

- C. Each employee shall have the right, upon request, to review or reproduce any contents of his/her personnel file. The review or reproduction shall be made in the presence of the Records Custodian or designee responsible for the safekeeping of such file. Reproduction costs will be charged in accordance with the Board Policy 1343, Inspection & Examination of Public Records.

**ARTICLE 10
LEAVES**

A. Military Leave

Military Leave will be granted in accordance with Board Policy 4408 and applicable Board Resolutions.

B. Personal Leave With Pay

With prior notification, full-time employees who are eligible to accrue sick leave may use a maximum of six (6) days personal leave with pay per year, provided that such days shall be charged against the employee's current accrued sick leave. This leave is non-cumulative.

C. Personal Leave Without Pay

Personal Leave Without Pay will be granted in accordance with Board Policy 4409.

D. Personal Leave – Other Provisions

Any employee on leave may make contributions to any compensation or employee benefits plan which permit or provide for continuation of such contribution.

E. Leave of Absence Without Pay – Other

A bargaining unit member may be granted a leave of absence without pay with the prior approval of the Superintendent as provided for in the Family and Medical Leave Act (FMLA), when employed for twelve (12) months and worked 1,250 hours in the twelve (12) month period immediately preceding the commencement of leave. Employee must substitute any accrued sick, vacation and personal reasons leave for Medical Leave and must substitute any accrued vacation and personal reasons leave for family leave.

F. Sick Leave

1. Per Board Policy 4400, each permanent, full-time employee of the Board shall earn one (1) day of Sick Leave which shall be credited to the employee at the end of each month of employment and which shall not be used prior to the time it is earned and credited to the member. Such sick leave shall be cumulative from year to

year and there shall be no limit on the number of days of sick leave an employee may accrue.

2. Sick leave shall be approved in the following categories:

- a. Personal illness or off-duty injury;
- b. Care for:
 - Mother Husband
 - Father Wife
 - Sister Child
 - Brother

Or other close relative or member of his or her own household;

- c. Personal medical or dental appointments.

3. Permanent employees will be eligible for payout of accumulated sick leave at the time of retirement. Employees who retire prior to the 10th year of service shall not receive any terminal sick leave payment.

- a. Employees who retire from the District during the 10th through 12th years of service shall be compensated as follows:

The affected employee's daily rate of pay at the time of retirement multiplied by 50% of the number of unused sick leave days.

- b. Employees who retire from the District during and after the 13th year of service shall be compensated as follows:

The affected employee's daily rate of pay at the time of retirement multiplied by 100% the number of unused sick days.

- c. Normal retirement shall mean the same as "Retirement" under the Florida Retirement System, or any other plan established by the Legislature with either full or reduced benefits as provided by the law. Normal retirement shall not be interpreted to include disability retirement.

- d. No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments

unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This agreement requires the retiring Board employee to seek, accept, and cash the first retirement benefit check issued by the Florida Retirement System, unless participating in Deferred Retirement Option Plan (DROP) pursuant to Board Policy 4304.

- e. If for any reason an employee who has retired and collected sick leave compensation pay returns to school employment, the employee shall not be entitled to a restitution of previous sick leave days.
 - f. Accumulated sick hours will be paid to an employee's beneficiary according to F.S. 1012.61.
4. An employee may donate earned and accrued sick leave to a qualified member of his/her family who is also a district employee in accordance with the following procedures:
- a. Qualified family member is defined as a spouse, child, parent or sibling.
 - b. Days/time may not be donated to a family member until such time as the recipient has depleted his/her own sick leave accrual. However, the recipient is not required to utilize days available from a sick leave bank in which they may participate prior to receiving a donation from a family member.
 - c. With the exception of pay for the purpose of sick leave, donated days/time shall have no value for the recipient for the purposes of terminal pay or any other program and/or provision that provides pay for accrued sick leave.
 - d. Donated days/time may not be utilized for the purpose of personal reasons leave.
 - e. At the time of an employee's donation to a qualified family member, the donated sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily base rate of pay at the time of the donation. The resulting value shall be credited to the recipient for use as sick leave.

- f. The recipient employee must notify his/her supervisor within five (5) days of his/her absence from work that he/she is eligible to be compensated for such sick leave as a result of a donation from a family member. An employee may notify his/her supervisor that he/she is eligible for a donation of sick leave in advance of the depletion of his/her sick leave and that a donation will be utilized upon depletion of his/her sick leave.
 - g. The donor employee must notify his/her supervisor within five (5) days of a recipient employee's illness that he/she will authorize the donation of sick leave time to recipient employee. The donor employee shall sign the Sick Leave Donation Authorization Form and submit the completed form to his/her supervisor within the above time frame. A donor employee may notify his/her supervisor that he/she will authorize a donation of sick leave in advance of the recipient's depletion of his/her sick leave and that a donation will be authorized upon depletion of the recipient's sick leave.
 - h. Day(s) will be deducted from the donor employee's sick leave accrual, in accordance with existing Board practice, and credited to the recipient employee's sick leave accrual in accordance with the conversion specified in subsection e above. Said time shall be paid to the recipient at his/her current rate of pay.
 - i. All sick leave compensated by the use of donated days may require a certificate of illness from a licensed physician or from the county health officer.
5. Any bargaining unit member, who has exhausted their accrued sick leave, as a result of a prolonged illness/injury shall be entitled to substitute vacation for sick leave.

G. Bereavement Leave

Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

- 1. Each bargaining unit member shall be granted three (3) days of bereavement leave at their regular rate of pay in the event of a death of an immediate family member.

2. In the event the funeral occurs outside the State of Florida, five (5) days leave on the same terms and conditions shall be granted.
3. For the purpose of bereavement leave, an immediate family member shall be as defined in Article 10(F)(2).
4. The Board may require documentation supporting bereavement leave.
5. Bereavement leave will be charged to an employee's accrued sick leave.

H. Jury Duty Leave

Jury Duty Leave will be granted in accordance with Board Policy 4402.

I. Leave – Employee Subpoenaed to Represent School Board

An employee subpoenaed to represent the Board as a result of incidents occurring which are related to their employment with the Board, or subpoenaed as a witness to provide official records of the school system shall be given temporary duty leave and any witness fees shall be retained by the employee.

J. Leave – Employee Personal Litigation

In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued vacation may be granted vacation leave or use personal leave as described in Article 10(B) in such cases, with prior approval of their supervisor.

K. Annual (Vacation) Leave

1. Accrual Rate

New employees upon initial hire with verified law enforcement experience shall earn annual (vacation) leave based upon the following formula and thereafter:

- a. Five (5) complete years of service or less – 1 ¼ days per month
- b. More than five (5) complete years of service but less than ten (10) complete years of service – 1 ½ days per month.
- c. Ten (10) complete years of service or more – 2 days per month.

- d. Total accrued vacation may not exceed sixty-two and one-half (62.5) days carryover from one (1) fiscal year to the next.

2. Payment of Earned Annual Leave

- a. Employees that subsequently terminate their employment with the Board for any reason whatsoever, shall be paid for 100% of their unused annual leave. Payment shall be made based on the affected employee's daily pay rate at the time of separation.
- b. In case of the death of an employee, payment of unused annual leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.
- c. In no case shall an employee receive payment for their accrued annual leave in excess of 62.5 days.
- d. No special or advance issuance of checks shall be authorized.

3. Scheduling

- a. Annual leave should be used to provide periodic vacation, and employees should be permitted the opportunity of taking a minimum of ten consecutive days vacation during a fiscal year, provided that number of annual leave days have been accrued. Annual leave days may be used for purposes other than vacation when prior approval is given by the immediate supervisor. Annual leave for an employee shall be so scheduled that there will be minimum disruption of the school system.
- b. Employees may request vacation leave at any time. The scheduling of such leave is with the approval and the direction of the Executive Director of the Professional Standards and Special Investigative Unit Department or his/her designee. Such approval shall not be arbitrarily withheld. Requests for vacation leave will be approved or disapproved within five (5) days of receipt of the request. The parties recognize the necessity of controlling the number of employees on vacation at any given time and agree that the Board has the authority to maintain a workforce adequate to meet the objectives of the Professional Standards and Special Investigative Unit Department.

- L. SICK LEAVE BUY BACK:** To encourage and reward employees who maintain good job attendance, the parties agree to the following incentive award:

Employees who utilize two (2) sick leave days or less each assigned school calendar year and year-round employees who utilize three (3) sick leave days or less during each assigned school calendar year – upon request – shall receive payment for up to eight (8) days of sick leave, provided the employee worked the full assigned calendar year. The following procedures apply to the payment of sick leave under this section:

1. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.
2. The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.
3. For purposes of this section, sick leave shall be defined pursuant to all sections of F.S. 1012.61.
4. Days for which such award payment is received shall be deducted from the accumulated leave balance.
5. Payment shall be equal to the number of eligible days times the affected employees' daily rate of base pay times eighty percent (80%).

- M. Sick Leave Bank:** Employees shall continue to be eligible to participate in the Board's sick leave bank for non-bargaining unit employees under the rules established by the Board.

ARTICLE 11
ASSOCIATION REPRESENTATIVES

- A. One PBA official shall be granted time off with pay and no loss of benefits to attend local or state meetings, or other official PBA functions that have been pre-approved by the Executive Director of the Special Investigative Unit. For the purpose of this article, PBA official shall be defined as either the Bargaining Unit Representative or the Alternate Bargaining Unit Representative.
1. The time off provided for in this article shall not exceed twenty-two and one-half (22.5) hours per year and shall be used in half-hour increments of one-half (1/2) hour or more.
 2. After the twenty-two and one-half (22.5) hours are expended, the PBA official may be granted necessary additional time off by using her/his accumulated leave for vacation. The additional time off may be granted at the sole discretion of the Executive Director of Professional Standards and Special Investigative Unit.
 3. The individually affected PBA official shall submit a request for any time off provided by this article in writing to the Executive Director of Professional Standards and Special Investigative Unit at least three (3) working days prior to the occurrence of a local event. A local event shall be defined as an event that requires no overnight accommodations or travel. For events that are not local, a request must be submitted at least ten (10) working days prior to the occurrence of the event.
 4. The above sections shall apply when the PBA official is on duty. The above sections shall not apply when the required attendance at any local or out-of-area meeting falls on the PBA official's day off.
- B. The PBA may designate up to two (2) bargaining unit members to act in an official capacity as a member of the PBA Negotiating team during the course of collective bargaining agreement negotiations.
1. A designated member who attends said negotiations while on duty shall be granted time off at no loss in pay or benefits.
 2. A designated member who attends said negotiations while off duty shall not be entitled to any additional compensation.

- C. Time off provided for any section of this article may be denied if an adverse impact exists to the operations of the department, but no request shall be unreasonably denied.

**ARTICLE 12
INSURANCE**

- A. **Life Insurance:** The Board shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars (\$1,000), subject to a minimum of seven thousand dollars (\$7,000) and a maximum of fifty thousand dollars (\$50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars (\$1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy equal to that provided by the Board.

Each employee shall have the option, at the employee's expense, through a direct pay method, to convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment, accordance and subject to the provisions of the group life insurance policy.

B. **Premium Amount:**

1. The Board shall pay the following premiums for individual employees health and dental insurance for the life of this contract.
 - a. For employees that elect dental insurance, the Board shall provide a maximum of \$10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.
 - b. The Board agrees to pay 100% of the health insurance premiums for the Coventry Health Care Premier Plus Plan (High Option HMO), Premier Plan (Low Option HMO), and Consumer Driven Plan coverage for the individual employee for the term of this agreement. Employees wishing to participate in the Premier Plus Plan must complete wellness initiatives and timelines as recommended by the Superintendent's Insurance Advisory Committee. Personal Health Information (PHI) that is gathered from the wellness initiatives are protected by the Health Insurance Portability Accountability Act (HIPAA). Employees shall not be denied

health insurance due to results of participating in the wellness initiatives.

- c. After the Board has entered into a contract(s) with one or more vendors to provide group health insurance to bargaining unit members, benefit levels and premiums will be reviewed and established annually. Either party may demand negotiations through the Superintendent or designee to amend benefit levels for the specific purpose of cost containment, (e.g., co-payments, deductibles, etc.) or benefit improvements.
- d. An employee eligible for health insurance may voluntarily decline such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period each year. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the Board's medical health insurance program shall be reimbursed at a rate of seven hundred fifty dollars and no cents (\$750.00) per year (opt-out dollars) only if such proof is provided. If employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

- C. **Disability Insurance:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. The employee shall have the option at their own expense through payroll deduction an enhanced disability plan.
- D. **Liability Insurance:** The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand (\$500,000) for each employee in case of suit arising from or in the performance of the employee's duties.
- E. **Annuity Programs:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies, which qualify and are approved under guidelines and criteria established by the Board.
- F. **Rate Increase:** Written notice of any rate increase in health and dental

insurance for dependents coverage shall be provided to each employee within ten (10) days of the date the increase is approved by the Board.

G. **Cafeteria Insurance Program:** The Board agrees to provide a cafeteria insurance program to all full-time bargaining unit members including those on Board-approved paid leaves with the exception of sick leave or disability leave. Part-time unit members and members on unpaid Board-approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:

1. The Board will provide twenty-five dollars (\$25) per month not to exceed three hundred dollars (\$300) per employee per fiscal year. Employees hired after the commencement of the fiscal year, shall receive twenty-five dollars (\$25) per month for each full month of employment.
2. Employees on a Board-paid leave that provides less than 100 percent salary shall receive a percentage of the twenty-five dollar (\$25) per month cafeteria payment equal to the percentage of their salary while on leave.
3. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

H. The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses are School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.

I. **Employee Reimbursement:**

1. If employees are attacked or assaulted, victims of theft or vandalism in the course of employment, the Board will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing or personal property up to two hundred fifty dollars (\$250) per employee per school upon verification to the supervisor, unless the employee is otherwise reimbursed.
2. Any individual submitting a fraudulent claim under this provision

shall be subject to disciplinary action up to and including termination. The Board's maximum liability under this section is three thousand dollars (\$3,000) annually.

ARTICLE 13
DUES DEDUCTION

- A. The Board and the Superintendent agree to provide the PBA with the following: the deduction, without cost, of dues for membership in the PBA from the payroll of members in the unit when properly authorized in accordance with Board procedures. The exact amount of monies to be deducted for each bargaining unit member shall be provided by the PBA. Any changes in the amount to be deducted shall be given to the Board thirty (30) days in advance. These monies shall be transmitted to the PBA on a monthly basis.

- B. The PBA will indemnify, defend, and hold the Board harmless against any claims made and against any suits instituted against the Board on account of payroll deductions of union dues.

- C. This Agreement, authorization and direction shall be revocable at any time upon thirty (30) days written notification by the bargaining unit member, to the Board and the PBA.

ARTICLE 14
NO-STRIKE

The PBA hereby agrees, on behalf of its members and all employees in the unit it is certified to represent, that they will not strike, as defined by the Public Employees Relations Act, and agrees not to participate in a strike against the Board by instigating or supporting a strike, nor shall the bargaining unit member participate in a work stoppage, slow-down, sick out, or job action in furtherance, of any of the above-prohibited activities. The parties agree that any bargaining unit member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the Board.

ARTICLE 15
RULES AND REGULATIONS

- A. The parties agree that each member of the bargaining unit will be provided with a copy of the Departmental Rules and Regulations. Any new Departmental Rules and Regulations shall be distributed to members as soon as practical after they are formally adopted.

- B. The Executive Director of Professional Standards and Special Investigative Unit will also provide a copy of the Departmental Rules and Regulations, and any new Departmental Rules and Regulations formally adopted, to the Broward County Police Benevolent Association.

ARTICLE 16
SEVERABILITY

It is the expressed intent of the parties that, if any article, section, subsection, sentence, clause, or provision of this contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the contract.

ARTICLE 17
TERM OF AGREEMENT

- A. This Agreement entered into on July 1, ~~2014~~ 2015, shall remain in effect through June 30, ~~2015~~ 2016, at which time it shall expire. Re-opening of negotiations may be initiated by either party at any time after May 1st of each year.
- B. This Agreement shall be renewed automatically from year to year thereafter unless either party has given written notice of its desire to negotiate revisions in the terms and conditions of the contract. No sooner than one hundred twenty (120) calendar days prior to the expiration date of this entire Agreement, either the PBA or the Board, by written notice to the Superintendent of Schools or the PBA, respectively, may institute negotiations for a successor Agreement.

The School Board of Broward County, FL

Police Benevolent Association

School Board Chair

Jeff Marano, President

Superintendent of Schools

Richard Orzech, Chief Negotiator

Dorothy W. Davis, Co-Chief Negotiator

Lorenzo Calhoun, Co-Chief Negotiator