Tentative Agreement

Between

The School Board of Palm Beach County, Florida

And

Association of Educational Secretaries and Office Professionals





January 1, 2022 - December 31, 2024

Reopener Negotiations for the 2023-2024 School Year

PREAMBLE (page 10)

The terms and conditions as set forth herein are effective upon the Association of Educational Secretaries and Office Professionals (AESOP) ratification and Board approval and will stay in effect until December 31, 20234, unless otherwise provided herein or unless mutually agreed upon in writing by the Parties. Only if specifically stated will provisions be retroactive to January 1, 20234.

Unless provided elsewhere in this Agreement, no other changes or modifications shall be made to this Agreement except that each Party has the option to reopen the Agreement as follows:

A. The Parties agree that nothing herein prohibits the opening of negotiations in 20234 for re-openers a Successor Agreement prior to the expiration of this Modified Agreement, or from exercising any reopener language contained in or Article 6 Section B 8 through coalition bargaining with other recognized employee organizations representing employees of the District.

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

THE SCHOOL BOARD OF PALM BEACH COUNTY
Michael J. Burke, Superintendent
Frank Barbieri Jr., Esq., Karen Brill Chairperson of the School Board
Jay Boggess, Chief of Staff
Tim Kubrick, Director of Labor Relations Chief of Human Resources / and Chief Negotiator
Date: 11 16 2023 AESOP:

Joseph Brenner, Chief Negotiator

ARTICLE 6 – COMPENSATION AND BENEFITS SECTION A – PAY RATE SCHEDULE (page 46)

Proposed Language:

- 1. The Parties agree to increase the Pay Rates in Appendix A by 3.5 5% to the maximum effective January 1, 20234. The Parties also agree to increase the progression between pay range minimums to at least 3.25% in Appendix A. The January 1, 20234 minimum-maximum salary schedules are attached as Appendix A. The Parties agree that these minimum-maximum salary schedules are not subject to further modification or change until January 1, 20245 in keeping with the Preamble of this Collective Bargaining Agreement and further agree that future modifications or changes to these minimum-maximum salary schedules will be effective on January 1 of any given year unless otherwise agreed to by the Parties.
- 2. The Parties also agree that, effective January 1, 20234, the annual Pay Rates of all employees shall be increased by the agreed upon percentage in the table below. Each employee who remains an employee of the District in this bargaining unit on the date the School Board adopts this Agreement, will be paid this negotiated increase effective January 1, 20234. Those individuals who are no longer employees of the District on the date the School Board approves this Agreement are not entitled to any retroactive pay.

The Parties further agree that upon ratification and Board approval of this agreement, each bargaining unit member, who is active as of the date it is approved by the Board, will receive a one-time bonus of \$1,500 or 3% of his/her base salary, whichever is greater, prior to any recurring salary increase.

Tier	Years	Percentage Increase
1	0 - 1.99	3.00% 4.50%
2	2 - 5.99	3.50% 5.00%
3 -	6 - 9.99	4.00% 5.25%
4	10+	4.50% 6.00%

^{*}based on years of continuous service in a regular position in the District

Tentative Agreement: School District of Palm Beach County:	Date: 11/16/2023 AESOP:
Tim Kubrick, Chief Human Resources	Jessie Brown, President
	Joseph Brenner, Chief Negotiator

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION A – PAY RATE SCHEDULE (cont'd) (page 46 - 47)

Proposed Language:

- 3. (a) Each employee's current annual Pay Rate that is not red-lined will be increased by 53.5% effective January 1, 20234. If after receiving this negotiated Pay Rate increase of 5 3.5% effective January 1, 20234, the employee's new annual Pay Rate is greater than the new maximum annual Pay Rate after it is increased by 5 3.5%, the employee's new annual Pay Rate will be considered to be red-lined when Pay Rate increases are negotiated in the future.
 - (b) An employee whose current annual Pay Rate is red-lined, but whose new annual Pay Rate will not be greater than the maximum annual Pay Rate after that maximum Pay Rate is increased by 5 3.5% effective January 1, 20234, will have his/her current annual Pay Rate increased by 5 3.5% effective January 1, 20234 and will no longer have his/her annual Pay Rate considered to be red-lined.
 - (c) An employee whose current annual Pay Rate is red-lined, but whose new annual Pay Rate will remain greater than the maximum annual Pay Rate after the maximum annual Pay Rate is increased by 5 3.5% effective January 1, 20234, will continue to have his/her current annual Pay Rate red-lined and will not receive an increase to his/her current annual red-lined annual Pay Rate until such time in the future a new maximum annual Pay Rate is negotiated that is greater than the employee's current red-lined annual Pay Rate plus any negotiated increases to that employee's current red-lined annual Pay Rate. Such employees will be paid a one-time and non-reoccurring bonus equal to 5 3.5% of the current annual Pay Rate, minus standard deductions, computed for all days worked and to be worked (including paid leave days and paid holidays, if any) for the period of January 1, 20234 through the end of the 20234 calendar year or their last day of paid employment with the District, whichever occurs first. To be eligible for a bonus payment, the employee must remain an employee of the District in this bargaining unit on the date the School Board approves this Agreement.
 - (d) The Parties further agree that the new minimum-maximum Pay Rate schedules in Appendix A are not subject to further modification or change until January 1, 20245, and further agree that future modifications or changes to these minimum-maximum Pay Rate schedules will be effective January 1st of any given year unless otherwise agreed to by the Parties.

Tentative Agreement: School District of Palm Beach County:	Date:
Tim Kubrick, Chief Human Resources	Jessie Brown, President
	Joseph Brenner, Chief Negotiator

Appendix A - AESOP SALARY SCHEDULE (page 67)

AESOP Salary Schedule Pay Rates by Job Level

10/23 DRAFT

APPENDIX A

SALARY SCHEDULE 1

Effective January 1, 2024

		(6 7 8		8 9		10 11		12		13		14		15							
Days	Hours	Min	Max	Days																		
182	6	16,543	27,180	17,081	29,146	17,636	31,265	18,209	33,536	18,801	35,993	19,972	38,614	22,080	41,453	24,122	44,511	26,371	47,775	28,839	51,270	182
182	8	22,058	36,240	22,775	38,861	23,515	41,686	24,279	44,714	25,068	47,990	26,630	51,485	29,440	55,270	32,163	59,347	35,162	63,700	38,452	68,360	182
190	8	23,028	37,833	23,776	40,569	24,549	43,518	25,346	46,680	26,170	50,100	27,800	53,748	30,734	57,700	33,576	61,956	36,708	66,500	40,143	71,364	190
193	8	23,391	38,431	24,151	41,210	24,936	44,205	25,747	47,417	26,583	50,891	28,239	54,596	31,219	58,611	34,106	62,934	37,287	67,550	40,777	72,491	193
196	8	23,755	39,028	24,527	41,850	25,324	44,892	26,147	48,154	26,997	51,682	28,678	55,445	31,704	59,522	34,637	63,912	37,867	68,600	41,410	73,618	196
206	8	24,967	41,019	25,778	43,986	26,616	47,183	27,481	50,611	28,374	54,319	30,141	58,274	33,322	62,559	36,404	67,173	39,799	72,100	43,523	77,374	206
216	8	26,179	43,010	27,030	46,121	27,908	49,473	28,815	53,067	29,752	56,955	31,605	61,103	34,940	65,595	38,171	70,434	41,731	75,600	45,636	81,130	216
226	8	27,391	45,002	28,281	48,256	29,200	51,764	30,149	55,524	31,129	59,592	33,068	63,931	36,557	68,632	39,938	73,695	43,663	79,100	47,749	84,886	226
12 mo	8	31,512	51,772	32,536	55,516	33,593	59,551	34,685	63,877	35,812	68,557	36,976	70,204	38,178	71,850	41,710	77,119	45,635	82,779	49,900	88,822	12 mo
		(6		7	1	3	,	9	1	0	1	1	1	2	1	3	1	4	1	5	

¹ Salary Schedule changes to reflect:

- Increase such that at least 3.25% progression between range minimums
- Increase 5% pay range maximums

Tentative Agreement:	Date: 11/16/2023
School District of Palm Beach County:	AESOP:
Jim K. St	
Tim Kubrick, Chief Human Resources	Jessie Brown, President
	Joseph Brenner, Chief Negotiator

Proposed Language Re-Openers by Section for District Management

ARTICLE 3 – EMPLOYEE RIGHTS AND RESPONSIBILITIES (Page 30) SECTION B – PERSONNEL PROCEDURES

Current Language:

15. Performance-Based Termination/Suspension

(e) After Board action, an employee may, within fifteen (15) days, protest his/her performance-based termination/suspension through either the grievance procedure or the Department of Administration Hearings (DOAH).

Proposed Language:

15. Performance-Based Termination/Suspension

(e) After Board action, an employee may, within fifteen (15) days, protest his/her performance-based termination/suspension through either the grievance procedure as indicated at Level Four or the Department of Administration Hearings (DOAH).

Tentative Agreement:	Date:
School District of Palm Beach County:	AESOP:
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Tim Kubrick, Chief Human Resources	Jessie Brown, President
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Proposed Language Re-Openers by Section for District Management

ARTICLE 5 – ASSOCIATION RIGHTS AND RESPONSIBILITIES (page 44)

SECTION C - DUES DEDUCTIONS FOR ASSOCIATION DUES

Proposed Language:

Payroll dues deductions are no longer permissible under Florida Statute 447.303 as of July 1, 2023. In the event there is a change in applicable law, and where all levels of appeal have been exhausted, the District will immediately implement all provisions in this section within a reasonable time period in accordance with payroll procedures. There may be a potential financial impact to the union for re-establishing payroll deductions. Upon the reestablishment of payroll deductions, the following provisions will be reinstated.

Tentative Agreement:	Date:
School District of Palm Beach County:	AESOP:
Jim Keld	
Tim Kubrick, Chief Human Resources	Jessie Brown, President
	Joseph Brenner Chief Negotiator

Proposed Language Re-Openers by Section for District Management

ARTICLE 5 – ASSOCIATION RIGHTS AND RESPONSIBILITIES (Page 45)

SECTION D - PAYROLL DEDUCTION (OTHER THAN FOR ASSOCIATION DUES DEDUCTIONS)

Current	Lana	uaa	ie:

3. Payroll deduction for Association dues is provided for under Section C - Dues Deductions for Association Dues of his Article.

Proposed Language:

3. Payroll deduction for Association dues is provided for under Section C - Dues Deductions for Association Dues of his Article.

Tentative Agreement:	Date: 11/14/2023
School District of Palm Beach County:	AESOP:
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Tim Kubrick, Chief Human Resources	Jessie Brown, President
	Joseph Brenner, Chief Negotiator

Proposed Language Re-Openers by Section for District Management

ARTICLE 6 - COMPENSATION AND BENEFITS (Page 63)

SECTION C - EDUCATIONAL INCENTIVE AWARDS

Current Language:

Level IV - Professional Award

- AESOP eligible employees who have earned the designation "Certified Administrative Professional (CAP)" or the designation "Certified Administrative Professional in Organization Management (CAP-OM)" will be paid an annual Educational Incentive Award of six hundred dollars (\$600.00).
- AESOP eligible employees who have earned an Associate Degree from an accredited college or university whose Associate Degree is directly related to the employee's primary job assignment or to another AESOP position in the District will be paid an annual Educational Incentive Award of one thousand dollars (\$1,000.00).
- AESOP eligible employees who have earned a Bachelor's Degree from an accredited college or university whose Bachelor's Degree is directly related to the employee's primary job assignment or to another AESOP position in the District will be paid an annual Educational Incentive Award of one thousand five hundred dollars (\$1,500.00).

Proposed Language:

Level IV - Professional Award

- AESOP eligible employees who have earned the designation "Certified Administrative Professional (CAP)" or the designation "Certified Administrative Professional in Organization Management (CAP-OM)" will be paid an annual Educational Incentive Award of six hundred dollars (\$600.00).
- AESOP eligible employees who have earned an Associate Degree from an accredited college
 or university whose Associate Degree is directly related to the employee's primary job
 assignment or to another AESOP position in the District will be paid an annual Educational
 Incentive Award of one thousand dollars (\$1,000.00).
- AESOP eligible employees who have earned a Bachelor's Degree from an accredited college or university whose Bachelor's Degree is directly related to the employee's primary job assignment or to another AESOP position in the District will be paid an annual Educational Incentive Award of one thousand five hundred dollars (\$1,500.00).

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School District of Palm Beach County:	AESOP:
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Appendix E - 2022 Bonus Payment (page 74) - Remove the entire Appendix as expired.

MEMORANDUM OF UNDERSTANDING

Between The School District of Palm Beach County, Florida And

The Association of Educational Secretaries and Office Professionals (AESOP)

AESOP Bonus Payment

This Memorandum of Understanding, as part of the 2022 negotiations between The School District of Palm Beach County ("District") and the Association of Educational Secretaries and Office Professionals ("AESOP"), will become effective upon School Board approval of the Tentative Agreement reached on May 12, 2022. The District and AESOP shall be collectively referred to as "the Parties".

The Parties agree as follows:

As part of the salary agreement for the 2022 calendar year with AESOP, full-time regular employees who are in an active employment status on the date the School Board approves the settlement agreement will receive a one-time bonus of one thousand five hundred dollars (\$1,500), minus standard deductions, to be paid no later than the end of 2021-2022 school year. Full-time employees are defined as .75 FTE or a minimum of six hours per day.

Any part-time regular employees who are in an active employment status on the date the School Board approves the settlement agreement will receive a prorated one-time bonus based on their FTE, minus standard deductions, to be paid no later than the end of the 2021-2022 school year. Part-time employees are defined as less than .75 FTE or six hours per day.

For the Association of Educational Secretaries and Office Professionals Robert Addicott, President Date: 5/25/2022	For the School District of Palm Beach County, Florida Michael J. Burke, Superintendent Date: 6621
	John Anthony Boggess, Chief of Staff Date: 6/2/22 Heather Frederick, Chief Financial Officer Date: Jun 1, 2022 Tim Kubrick, Labor Relations Date: 5/25/2022
Tentative Agreement: School District of Palm Beach County:	Date: ///////2023 AESOP:
Tim Kubrick, Chief Human Resources	Jessie Brown, President

Joseph Brenner, Chief Negotiator

ARTICLE 6 – COMPENSATION AND BENEFITS
SECTION A – PAY RATE SCHEDULE (cont'd) (page 46 - 47)

Proposed Language:

- 5. (a) Employees who are assigned to serve medically complex students during regular or summer school will be paid an additional \$2.00 \$2.25 per hour while so employed and assigned. The \$2.00 \$2.25 per hour shall apply only to employees who are assigned on a regular basis to medically complex student(s) who require(s) unique procedures as defined herein. These procedures include but are not limited to: maintaining gastrostomy tubes, observing the use of nebulizers, lifting immobile students, finger stick for use of glucometers, oral suctioning of tracheotomy tubes, catheterization changing diapers, and/or colostomy bags and other similar functions. Approval will be given in writing by the ESE Department or designee. Proper training(s) will be provided to the employees so assigned.
- (b) Paraprofessional employees who are assigned to a defined Emotionally/Behaviorally Disordered (E/BD) self- contained unit on a full-time basis in regular or summer school will be paid an additional one two dollars (\$2.00) and 25 cents (\$1.25) per hour. This additional two dollars (\$2.00) one dollar and 25 cents (\$1.25) per hour shall not be available to Paraprofessionals who are in regular classes with E/BD mainstreamed students. Approval will be given in writing by the Department of ESE or designee. Proper training(s) will be provided to the paraprofessional(s) so assigned.
- 6. Community school secretaries, media clerks, other office personnel and data management services employees, and school police dispatchers who work half or more of their regular work hours at a time other than the hours of 8:00 a.m. to 4:30 p.m. shall be paid a differential of twenty-five cents (\$.25) per hour worked.
- 13. (a) A Principal-selected, school-based employee other than the School Treasurer, who agrees to fill the responsibilities of a "Document Custodian" will be paid an annual supplement of \$400.
- (b) Two (2) Principal-selected, school-based employees who agree to fill the responsibilities of a "Health Room Designee" whose responsibilities include assisting in the absence of the School Nurse, will be paid an annual supplement of \$125 \$750 each.

Tentative Agreement: School District of Palm Beach County:	Date: 11/14/2023 AESOP:
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