

# **Tentative Agreement**

Between

**The School Board of  
Palm Beach County, Florida**

And

**Service Employees International Union/Florida  
Public Services Union**



**January 1, 2022 - December 31, 2024**

**Reopener Negotiations for the  
2023-2024 School Year**

Service Employees International Union/Florida Public Services Union (SEIU/FPSU)  
Collective Bargaining Agreement Negotiations – School Year 2023-2024  
**Proposed Language Re-Openers by Section for District Management**

Contract:  Regular  Supervisory  Paraprofessional II/ECP

**ARTICLE 1 Preamble** (Regular - page 11, Supervisory and Para II/ECP - page 10)

This Comprehensive Agreement is entered into by the School District of Palm Beach County, Florida and the SERVICE EMPLOYEES INTERNATIONAL UNION/FLORIDA PUBLIC SERVICES UNION (SEIU/FPSU), and was ratified by SEIU/FPSU (Regular/Supervisor/Paraprofessional II/ECP) on the ~~13th~~ \_\_\_ day of ~~December~~ \_\_\_\_\_, 202~~23~~ and adopted by the School Board on the ~~7th~~ \_\_\_ day of ~~December~~ \_\_\_\_\_, 202~~23~~.

The Parties agree that nothing herein prohibits the opening of negotiations by either party in September of 202~~34~~ for a ~~reopener~~ **successor** negotiations, to be effective in 202~~34~~, prior to the expiration of the Agreement. The Parties further agree that nothing herein prohibits SEIU/ FPSU from negotiating with the District in 202~~34~~ on the additional costs of health premiums for calendar year 202~~45~~ and on other mutually agreed upon benefit changes in coalition bargaining with the other employee organizations recognized by the District's School Board as provided herein.

Unless otherwise stated herein, this Agreement shall be effective upon ratification by SEIU/FPSU and approval of the District's School Board and shall continue in effect through December 202~~47~~.

In WITNESS WHEREOF, the aforesaid Parties have hereunto executed this Agreement on the \_\_\_ day of ~~February~~ \_\_\_\_\_, 202~~34~~.

THE SERVICE EMPLOYEES INTERNATIONAL UNION/  
FLORIDA PUBLIC SERVICES UNION

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

\_\_\_\_\_  
Alphonso Mayfield, President

\_\_\_\_\_  
Michael J. Burke, Superintendent

\_\_\_\_\_  
Joseph E. Brenner, Director of  
Organizing and Bargaining

\_\_\_\_\_  
~~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

Tentative Agreement:  
School District of Palm Beach County:

Date: 11/16/2023  
SEIU/FPSU:

  
\_\_\_\_\_  
Tim Kubrick, Chief Human Resources

\_\_\_\_\_  
Joseph Brenner, Director of Organizing & Bargaining

Service Employees International Union/Florida Public Services Union (SEIU/FPSU)  
 Collective Bargaining Agreement Negotiations – School Year 2023-2024  
**Proposed Language Re-Openers by Section for District Management**

Contract:  Regular       Supervisory       Paraprofessional/ECP

**Article 9 – Salary Plan/Benefits - Section 1 - Wages (pages 25 - 26)**

**Proposed Language**

The Parties agree to increase the Pay Rates in Appendix A by ~~5.0%~~ **3.5%** to the maximum effective January 1, 202~~3~~**4**. The Parties also agree to increase the progression between pay range minimums to at least ~~3.25%~~ **3%** in Appendix A. The January 1, 202~~3~~**4** 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, 202~~4~~**5** 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.

The Parties agree that effective January 1, 202~~3~~**4**; the annual Pay Rates of all employees shall be increased by the agreed upon percentage. in the table below ~~with the exception of bus drivers positions. On October 8, 2022, the hourly rate of all current bus drivers was increased by \$2.75 as a result of impact bargaining and subsequent memorandum of understanding between the Parties. The hourly rate of the bus driver position was increased by \$2.67 effective October 8, 2022, resulting in a minimum hourly rate of \$20.00.~~ 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 the negotiated increase effective January 1, 202~~3~~**4**. 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.

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

*\*based on years of continuous service in a regular position in the District*

Tentative Agreement:  
 School District of Palm Beach County:

  
 Tim Kubrick, Chief Human Resources

Date: 11/16/2023  
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 Joseph Brenner, Director of Organizing & Bargaining



Service Employees International Union/Florida Public Services Union (SEIU/FPSU)  
Collective Bargaining Agreement Negotiations – School Year 2023-2024  
**Proposed Language Re-Openers by Section for District Management**

Contract:  Regular       Supervisory       Paraprofessional/ECP

**Article 9 – Salary Plan/Benefits - Section 1 - Wages (cont'd)** (page 26)

**Proposed Language**

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.

a) Each employee's current annual Pay Rate that is not red-lined will receive the applicable wage increase set forth above effective January 1, 2023~~4~~. If after receiving the negotiated wage increase effective January 1, 2023~~4~~, the employee's new Pay Rate is greater than the new maximum annual Pay Rate after it is increased by ~~5.0%~~~~3.5%~~ effective January 1, 2023~~4~~, the employee's new Pay Rate will be considered to be red-lined when wage 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 is increased by ~~5.0%~~~~3.5%~~ effective January 1, 2023~~4~~, will have his/her current annual Pay Rate increased as set forth in applicable subsections A, B, or C effective January 1, 2023~~4~~ and will no longer have his/her annual base salary considered to be red-lined.

An employee whose current annual Pay Rate is red-lined, and whose new annual Pay Rate is determined to exceed the maximum annual Pay Rate after that maximum annual Pay Rate is increased ~~5.0%~~~~3.5%~~ effective January 1, 2023~~4~~, will continue to have his/her current annual Pay Rate redlined and will not receive an increase to his/her current 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. Said employee will continue to be paid at his/her current redlined annual Pay Rate until such time in the future an annual Pay Rate is negotiated for that employee that is not greater than the maximum Pay Rate at that time. Such employees will be paid a one-time and non-recurring bonus equal to the appropriate Pay Rate increase he/she would have received if his/her Pay Rate were not red-lined. This bonus, minus standard deductions, will be computed for all days worked and to be worked (including paid holidays, if any, and paid leave days) for the period of January 1, 2023~~4~~ through the end of the 2023~~4~~ calendar year or the employee's last day of paid employment with the District whichever occurs first. To be eligible for a bonus payment, the employee must remain with the District in this bargaining unit on the date the School Board approves this Agreement.

Tentative Agreement:  
School District of Palm Beach County:

  
\_\_\_\_\_  
Tim Kubrick, Chief Human Resources

Date: 11/14/2023  
SEIU/FPSU:

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Joseph Brenner, Director of Organizing & Bargaining

Service Employees International Union/Florida Public Services Union (SEIU/FPSU)  
 Collective Bargaining Agreement Negotiations – School Year 2023-2024  
**Proposed Language Re-Opensers by Section for District Management**

Contract:     Regular                     Supervisory                     Paraprofessional/ECP

**Article 9 – Section 1 - Wages** (Supervisory - pages 23 - 24, Para II/ECP - page 24)

**Proposed Language**

The Parties agree to increase the Pay Rates in Appendix A by ~~5.0%~~~~3.5%~~ to the maximum effective January 1, 202~~3~~<sup>4</sup>. The Parties also agree to increase the progression between pay range minimums to at least ~~3.25%~~ ~~3%~~ in Appendix A. The January 1, 202~~3~~<sup>4</sup> 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, 202~~4~~<sup>5</sup> 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.

The Parties agree that effective January 1, 202~~3~~<sup>4</sup>; 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 the negotiated increase on the minimum-maximum Annual Pay Rate Schedule (Appendix A), effective January 1, 202~~3~~<sup>4</sup>. 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.

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

*\*based on years of continuous service in a regular position in the District*

Tentative Agreement:  
 School District of Palm Beach County:

  
 \_\_\_\_\_  
 Tim Kubrick, Chief Human Resources

Date: 11/16/2023  
 SEIU/FPSU:

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 Joseph Brenner, Director of Organizing & Bargaining



Service Employees International Union/Florida Public Services Union (SEIU/FPSU)  
Collective Bargaining Agreement Negotiations – School Year 2023-2024  
**Proposed Language Re-Openers by Section for District Management**

Contract:     Regular                     Supervisory                     Paraprofessional/ECP

**Article 9 – Salary/Benefits - Section 1 - Wages (cont'd)** (Supervisory - page 24, Para II/ECP - pages 24 - 25)

**Proposed Language**

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.

- a) Each employee's current annual Pay Rate that is not red-lined will receive the applicable wage increase set forth above effective January 1, 202~~24~~ and July 1, 202~~34~~. If after receiving the negotiated wage increase effective January 1, 202~~34~~ or July 1, 202~~34~~, the employee's new Pay Rate is greater than the new maximum annual Pay Rate after it is increased by 5.0% ~~3.5%~~ effective January 1, 202~~34~~, the employee's new Pay Rate will be considered to be red-lined when wage 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 is increased by 5.0% ~~3.5%~~ effective January 1, 202~~34~~, will have his/her current annual Pay Rate increased as set forth in applicable sub- sections A, B, or C effective January 1, 202~~34~~ and will no longer have his/her annual base salary considered to be red-lined.
- c) An employee whose current annual Pay Rate is red-lined, and whose new annual Pay Rate is determined to exceed the maximum annual Pay Rate after that maximum annual Pay Rate is increased 5.0% ~~3.5%~~ effective January 1, 202~~34~~, will continue to have his/her current annual Pay Rate red-lined and will not receive an increase to his/her current 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. Said employee will continue to be paid at his/her current red-lined annual Pay Rate until such time in the future an annual Pay Rate is negotiated for that employee that is not greater than the maximum Pay Rate at that time. Such employees will be paid a one-time and non-reoccurring bonus equal to the appropriate Pay Rate increase he/she would have received if his/her Pay Rate were not red-lined. This bonus, minus standard deductions, will be computed for all days worked and to be worked (including paid holidays, if any, and paid leave days) for the period of January 1, 202~~34~~ through the end of the 202~~34~~ calendar year or the employee's last day of paid employment with the District whichever occurs first. To be eligible for a bonus payment, the employee must remain with the District in this bargaining unit on the date the School Board approves this Agreement.

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 Proposed Language Re-Openers by Section for District Management

Contract:  Regular  Supervisory  Paraprofessional II/ECP  
 Appendix A (Regular - page 83, Supervisory & Para II/ECP - page 75)

FPSU Salary Schedule  
 Pay Rates by Job Level

**10/23 DRAFT**

APPENDIX A

SALARY SCHEDULE <sup>1</sup>  
 Effective January 1, 2024

Days	Hrs	6		7		8		9		10		11		12		13		14		15		16		17		Days
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
180	8	21,816	36,159	22,525	38,909	23,257	41,801	24,012	45,044	24,793	48,485	26,337	52,172	29,116	56,146	31,809	60,423	34,776	65,016	38,030	69,970	41,601	75,298	44,222	79,056	180
182	6	16,543	27,421	17,081	29,507	17,636	31,745	18,209	34,158	18,801	36,768	19,972	39,564	22,080	42,578	24,122	45,821	26,371	49,305	28,839	53,061	31,547	57,102	33,534	59,952	182
182	8	22,058	36,561	22,775	39,342	23,515	42,326	24,279	45,544	25,068	49,024	26,630	52,751	29,440	56,770	32,163	61,094	35,162	65,739	38,452	70,748	42,063	76,135	44,713	79,935	182
187	4	11,332	18,783	11,700	20,211	12,080	21,745	12,473	23,388	12,878	25,186	13,680	27,101	15,124	29,165	16,523	31,387	18,084	33,773	19,754	36,346	21,609	39,113	22,971	41,066	187
187	8	22,664	37,565	23,400	40,422	24,161	43,489	24,946	46,795	25,757	50,371	27,361	54,201	30,249	58,330	33,046	62,773	36,128	67,545	39,509	72,691	43,219	78,226	45,942	82,131	187
190	8	23,028	38,168	23,776	41,071	24,549	44,187	25,346	47,546	26,170	51,179	27,800	55,070	30,734	59,265	33,576	63,780	36,708	68,628	40,143	73,857	43,912	79,481	46,679	83,448	190
193	8	23,391	38,770	24,151	41,719	24,936	44,865	25,747	48,297	26,593	51,997	28,239	55,940	31,219	60,201	34,106	64,787	37,287	69,712	40,777	75,023	44,606	80,736	47,416	84,766	193
196	6	17,816	29,530	18,395	31,776	18,993	34,167	19,610	36,786	20,247	39,597	21,508	42,607	23,778	45,853	25,977	49,348	28,400	53,097	31,057	57,143	33,974	61,494	36,114	64,563	196
196	8	23,755	39,373	24,527	42,368	25,324	45,582	26,147	49,048	26,997	52,795	28,678	56,809	31,704	61,137	34,637	65,794	37,867	70,798	41,410	76,190	45,299	81,991	48,153	86,084	196
206	8	24,987	41,382	25,778	44,529	26,616	47,908	27,481	51,550	28,374	55,489	30,141	59,708	33,322	64,256	36,404	69,151	39,799	74,408	43,523	80,077	47,610	86,174	50,610	90,476	206
12 m	8	31,512	52,229	32,536	56,202	33,593	60,466	34,685	65,063	35,812	70,034	36,976	71,811	38,178	73,587	41,710	79,194	45,635	85,226	49,900	91,716	54,567	98,703	57,985	103,638	12 m

Starting Pay If Above Range Minimum

<u>School Bus Driver</u>	
<u>Hourly Minimum:</u>	<u>Annual Pay</u>
\$20.65	\$29,736

<u>Educational Interpreter</u>	<u>190 Annual</u>
Educ Interpreter I	\$29,260
Educ Interpreter II	\$35,112
Educ Interpreter III	\$44,308
Educ Interpreter IV	\$54,568
EI IV with BA/S & RID	\$61,788

<sup>1</sup> Salary Schedule changes to reflect:

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

Tentative Agreement:  
 School District of Palm Beach County:

  
 Tim Kubrick, Chief Human Resources

Date: 11/16/2023  
 SEIU/FPSU:

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Service Employees International Union/Florida Public Services Union (SEIU/FPSU)  
Collective Bargaining Agreement Negotiations – School Year 2023-2024  
**Proposed Language Re-Openers by Section for District Management**

Contract:  Regular (Art. 17)  Supervisory (Art. 15)  Paraprofessional II/ECP (Art. 13)

**DISCIPLINE OF EMPLOYEES (PROGRESSIVE DISCIPLINE)** (Regular - page 47, Supervisory - page 40, Para II/ECP - page 37)

**Current Language:**

8. An employee against whom disciplinary action(s) has/have been taken may appeal through the grievance procedure. However, if the disciplinary action(s) result(s) in either the suspension or dismissal of an employee, then the employee shall have a choice of appeal between either the Department of Administrative Hearings in accordance with Florida Statutes or the grievance procedure outlined in the collective bargaining agreement. Such choice must be exercised within fifteen (15) days of receipt of written notification of disciplinary action being taken, and the District notified accordingly. If the grievance procedure is selected, the grievance shall be initialed at Step Three.

**Proposed Language:**

8. An employee against whom disciplinary action(s) has/have been taken may appeal through the grievance procedure. However, if the disciplinary action(s) result(s) in either the suspension or dismissal of an employee, then the employee shall have a choice of appeal between either the Department of Administrative Hearings in accordance with Florida Statutes or the grievance procedure **as indicated at Level 4 as** outlined in the collective bargaining agreement. Such choice must be exercised within fifteen (15) days of receipt of written notification of disciplinary action being taken, and the District notified accordingly. ~~If the grievance procedure is selected, the grievance shall be initialed at Step Three.~~

Tentative Agreement:  
School District of Palm Beach County:

  
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Joseph Brenner, Director of Organizing & Bargaining



Service Employees International Union/Florida Public Services Union (SEIU/FPSU)  
Collective Bargaining Agreement Negotiations – School Year 2023-2024  
**Proposed Language Re-Opens by Section for District Management**

Contract:  Regular (Section 6)  Supervisory (Section 6)  Paraprofessional II/ECP (Section 3)

**ARTICLE 5 UNION RIGHTS AND PRIVILEGES** (Regular - pages 20-21, Supervisory - pages 18-19, Para II/ECP - page 16)

**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:  
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Service Employees International Union/Florida Public Services Union (SEIU/FPSU)  
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**Proposed Language Re-Opens by Section for District Management**

Contract:  Regular  Supervisory  Paraprofessional II/ECP

Appendix - TBD

**EDUCATION INCENTIVE AWARDS**

The Parties agree to establish an ad hoc joint study committee of six (6) appointees from each Party to study and make recommendations to the Superintendent and the Service Employee International Union concerning an education incentive award program. Such Joint Committee is charged with completing its task no later than thirty (30) days prior to bargaining for the 2025 calendar year.

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**Article 10 – Supplements and Payroll Practices** (page 29)

**Current Language**

**SECTION 1 Special Needs Paraprofessionals**

Paraprofessionals who serve medically complex students shall be paid an ~~annual supplement of additional two dollars and twenty-five cents (\$2.25) per hour two thousand three hundred dollars (\$2,300)~~ while so employed and assigned. The ~~additional hourly rate supplement~~ shall apply only to employees who are assigned on a regular basis to students who require 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 the use of glucometers, oral suctioning of tracheotomy tubes, changing diapers and colostomy bags and other similar functions.) Before being assigned to a medically complex student, an employee shall be provided the training necessary to safely and appropriately serve the student’s medical needs. Such training will be mandatory. Such supplement shall be recommended by the Principal after proper training is provided to the employee. Approval will be given in writing by the Department of Exceptional Student Education (ESE) or designee.

An ~~one thousand seven hundred dollars (\$1,700) annual supplement~~ additional two dollars (\$2.00) per hour shall be recommended by the Principal for paraprofessionals who are assigned to a defined Emotionally/Behaviorally Disordered (E/BD) self-contained unit on a full-time basis. Approval will be given in writing by the Department of Exceptional Student Education (ESE) or designee. This ~~additional hourly rate supplement~~ shall not be available to paraprofessionals who are assigned to 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.

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Joseph Brenner, Director of Organizing & Bargaining