



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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EMPLOYEE & LABOR RELATIONS
DOROTHY W. DAVIS, ACTING DIRECTOR
www.browardschools.com

SCHOOL BOARD

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MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is entered into by and between The School Board of Broward County, Florida (the "SBBC"), and the Broward Teachers Union-Technical Support Professionals Supervisory Unit and Non-Supervisory Unit, (the "Union") this 18th day of June, 2014.

WHEREAS, the Union filed Grievance #1213-02-00107 and FMCS Case #141104-00329-3 pursuant to the Collective Bargaining Agreement between the SBBC and the Union, a copy of which is incorporated herein by reference ("Grievance");

WHEREAS, the SBBC, the Union, and Employee are desirous of avoiding uncertainties, expense, and inconvenience of arbitration proceedings: and,

NOW THEREFORE, the parties agree as follows:

1. Union for itself, and the employees it represents, hereby knowingly and voluntarily withdraws and dismisses with prejudice the Grievance. Except as otherwise expressly stated herein, Union for itself, and the employees it represents, agrees not to reargue, reinstitute, or refile any matters, claims or grievances pertaining to SBBC any contracting out of services or Layoffs by SBBC prior to the date of execution of this agreement in any arbitration, court, administrative or other legal forum whatsoever, nor shall any other court actions or other legal proceedings of any type be filed that are connected in any fashion to the relationship between Union and/or the employees it represents, and SBBC by virtue of or related directly or indirectly to subcontracting by SBBC, or layoffs associated therewith, occurring in whole or in

part on or before the effective date of this Agreement. Notwithstanding the foregoing, and with it being acknowledged and agreed that SBBC retains and reserves all of its objections to arbitrability, the Union may continue proceedings for grievances #1213-066-00066, #1213-02-00132, #1213-02-00134, and #1213-02-00131; except that the Union and/or other grievants in those matters shall be barred and estopped from asserting that any contracting out of services by SBBC, or an associated elimination of positions, was improper.

2. In consideration of the foregoing, SBBC shall issue a one-time settlement payment within thirty (30) days of execution of this agreement in the amounts and to the individuals listed on Exhibit A. Such payments shall be subject to all applicable withholdings.

3. The parties jointly agree that, subject to ratification, the current collective bargaining agreement between the Union and SBBC shall be extended for the 13-14 year, subject only to those changes attached hereto as Exhibit B.

4. The terms of the settlement shall not constitute a precedent for any pending or future grievance, contract interpretation, negotiations or grievances.

5. Further, this agreement constitutes the full and final settlement of the Grievance.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

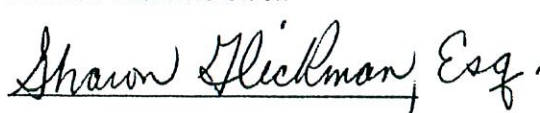
School Board of Broward County, Florida



By: Dorothy Davis
Acting Director, Employee and Labor
Relations

Date June 18, 2014

Broward Teachers Union



By: Sharon Glickman, Esq.
President

Date June 18, 2014

DG/DWD/LC:jh
Attachments:

Exhibit A, Exhibit B

Exhibit A

<u>Personnel Number</u>	<u>Employee Name</u>	<u>Settlement Amount</u>
25237	Gregory Neiman	\$22,268.18
12502	Randall Stebbins	\$16,729.59
36604	Robert Ellis	\$5,717.25
26099	James Pace	\$34,977.31
11540	Phillip Dorsett	\$6,458.31
13661	Gary Hines	\$7,668.08
16148	Michael Solley	\$6,956.39
16194	Kevin Jackson	\$7,415.23
18868	David Herrmann	\$6,403.95
20649	Bertram Lewars	\$6,170.82
22347	Frank Alfieri	\$5,894.54
2486	Gerald Devio	\$8,565.57
263	Scott Gillen	\$6,521.62
37695	Sandra Kanner	\$8,443.08
8998	Henry Prochazka	\$4,829.27

Exhibit B-1

ARTICLE TWELVE INSURANCE

- A. **Coverage:** 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 "~~g~~Group ~~t~~Term" ~~i~~Life ~~i~~Insurance ranging from one and one-quarter (1 1/4) time the employee's annual salary, up to five (5) times the employee's annual salary or one million dollar (\$1,000,000), whichever is less (medial 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.
- B. ~~1.~~ **Premium Amount:**
1. The Board shall pay the following premiums for individual employees health and dental insurance for the life of this contract.
- a. ~~The premiums paid by~~ For employees that elect dental insurance, the Board shall ~~be to provide employee's elected group health insurance plan (Humana/VISTA PPO plan or the Humana/VISTA HMO option or the Humana Consumer Driven Plan) plus 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. The parties agree that the current insurance vendors may be deleted or new vendors added as providers as a result of future RFP health insurance awards.
- ab. The Board agrees to pay 100% of the health insurance premiums for ~~HMO~~ the 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

Exhibit B-1

wellness initiatives.

- ~~b. During the 2004 Open Enrollment, a \$4,000 one-time incentive will be paid by the Board to those employees moving from a PPO in 2004 to an HMO or Consumer Driven Plan in 2005 or who opt out of health insurance coverage in 2005. (Any employee that was not enrolled in the PPO during the 2003 calendar year will not be eligible to receive the \$4,000 incentive or opt out.) The incentive shall be paid monthly at a rate of \$2,000 per year for two (2) years. Those employees receiving the incentive will not be allowed to re-enroll in a PPO plan until the 2007 Open Enrollment.~~
- ~~c. During the 2006 calendar year, the Board agrees to implement a straight leveling model for the payment of health insurance premiums.~~
 - ~~1. The Board's contribution for the straight leveling model will be determined by dividing the Board's 2006 estimated cost (as established by responses to RFP's received from insurance vendors in 2005) by the number of all school board employees (excluding dependents) enrolled in one of the Board's health insurance plans during the 2006 calendar year.~~
 - ~~2. If the monthly premium cost for health insurance coverage elected by an employee is less than the amount of the School Board's straight leveling contribution amount, the difference will be deposited into a cafeteria plan for the benefit of that employee.~~

~~The employee shall be responsible for paying any monthly premium cost above the Board's straight leveling contribution based upon the coverage selected by the employee. This does not include employees on HMO and consumer driven coverages.~~
- ~~2c. All new employees shall be enrolled may elect to enroll in a Board-offered HMO for three (3) consecutive insurance plan years of their choice subject to conditions for enrollment in such plan.~~
- ~~3d. After the Board has entered into a contract(s) with one or more vendors to provide group health insurance to bargaining unit members, during the fixed period of said~~

Exhibit B-1

~~contract(s) when premiums and benefit levels are benefit levels and premiums will be reviewed and established and guaranteed, the parties shall not modify established benefit levels or negotiate alternative benefit levels. However, if said contract(s) has options to renew the contract for one or more years beyond the established/guaranteed period, annually. Nothing herein, however, waives the right of either party to negotiate the terms and conditions of insurance. eEither 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. All profit sharing funds returned by the health insurance carriers in accordance with the utilization targets delineated in the health insurance agreements with the School Board shall be applied to offset the plan's dependent care coverage for the subsequent year.~~

- 4e. An employee eligible for health insurance may ~~volunteer to voluntarily~~ decline such insurance. ~~Said Beginning in the 2014 Open Enrollment Period, an employee declining medial 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 School Board of Broward County'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 premiums 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. The parties mutually agree to discuss the opt-out plan as it pertains to premiums for other coverage.

- C. **Disability Insurance:** The Board shall provide without cost to each employee ~~Disability Income Insurance~~ a core disability plan in accordance ~~with and subject to the terms and benefits in effect January 1, 2001 in the insurance policy. The employee shall have the option of purchasing 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

Exhibit B-1

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. **Indemnity Insurance:** The Board agrees that any savings from experience on the dependent portion of the Board's indemnity insurance plan shall be used in a manner that will benefit dependents covered by the Board's health plan.~~
- GF. **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 made known to the Board.
- HG. **Group Insurance Program:** Employees with a minimum of Six (6) of years service with the Board retiring prior to Medicare eligibility may elect to remain in the Group Insurance Program until they become eligible for Medicare; rates applicable to the entire group; the cost of such insurance shall be borne by the retiree, except that the Board shall provide without charge for the collection and remittance of premiums for such insurance. Applications must be submitted within thirty (30) days of retirement.
- IH. **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

Exhibit B-1

contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

J. The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses 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 School Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.

K. **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. **Automobile Vandalism:** If an employee's vehicle is damaged as a result of vandalism while on a work location, the employee will be reimbursed for the damage in the amount of their automobile insurance deductible not to exceed five hundred dollars (\$500) when there is reasonable cause to believe that the act of vandalism was caused on such property.
3. 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 seven thousand dollars (\$7,000) annually.

Exhibit B-2

**Broward Teachers Union - Technical Support Professionals
SALARY SCHEDULE
2012-2013 2013-2014**

STEP GRADE		1	2	3	4	5	6	7	8	9	10	11	12	13	14
29	A	85,300	87,689	90,144	92,667	95,262	97,930	100,672	103,491	106,388	109,367	112,429	115,577	118,814	122,141
	H	46.61223	47.91738	49.25888	50.63796	52.05582	53.51366	55.01210	56.55235	58.13562	59.76312	61.43667	63.15687	64.92556	66.74348
28	A	79,661	81,892	84,185	86,542	88,965	91,457	94,017	96,649	99,356	102,138	104,998	107,937	110,960	114,067
	H	43.53051	44.74963	46.00267	47.29086	48.61479	49.97630	51.37537	52.81382	54.29287	55.81312	57.37579	58.98209	60.63382	62.33157
27	A	74,977	77,076	79,234	81,453	83,734	86,078	88,488	90,965	93,512	96,130	98,822	101,588	104,432	107,356
	H	40.97111	42.11811	43.29724	44.50968	45.75606	47.03698	48.35425	49.70787	51.09967	52.53025	54.00082	55.51258	57.06677	58.66464
26	A	69,872	71,828	73,839	75,907	78,033	80,217	82,464	84,773	87,147	89,587	92,095	94,674	97,326	100,051
	H	38.18145	39.25029	40.34944	41.47948	42.64103	43.83469	45.06228	46.32381	47.62108	48.95472	50.32530	51.73468	53.18343	54.67257
25	A	65,113	66,936	68,810	70,737	72,717	74,753	76,847	78,999	81,211	83,485	85,823	88,225	90,696	93,235
	H	35.58084	36.57698	37.60098	38.65407	39.73625	40.84871	41.99269	43.16878	44.37760	45.62033	46.89762	48.21065	49.56063	50.94833
24	A	60,677	62,375	64,122	65,917	67,763	69,660	71,611	73,615	75,677	77,796	79,974	82,212	84,514	86,881
	H	33.15656	34.08482	35.03915	36.02014	37.02900	38.06573	39.13154	40.22704	41.35345	42.51136	43.70138	44.92474	46.18263	47.47575
23	A	56,541	58,124	59,752	61,425	63,145	64,913	66,731	68,599	70,520	72,494	74,525	76,612	78,757	80,962
	H	30.89647	31.76173	32.65122	33.56556	34.50534	35.47177	36.46488	37.48586	38.53532	39.61446	40.72390	41.86424	43.03669	44.24172
22	A	52,693	54,169	55,686	57,245	58,848	60,496	62,190	63,931	65,721	67,561	69,453	71,398	73,397	75,452
	H	28.79393	29.60041	30.42931	31.28124	32.15739	33.05779	33.98364	34.93493	35.91289	36.91871	37.95241	39.01520	40.10768	41.23069
21	A	49,110	50,485	51,899	53,353	54,846	56,382	57,961	59,584	61,253	62,968	64,732	66,544	68,407	70,323
	H	26.83621	27.58754	28.36009	29.15446	29.97063	30.80983	31.67265	32.55972	33.47164	34.40899	35.37241	36.36309	37.38103	38.42770
20	A	45,758	47,039	48,356	49,710	51,102	52,532	54,004	55,516	57,071	58,668	60,311	61,999	63,736	65,520
	H	25.00450	25.70434	26.42418	27.16400	27.92444	28.70607	29.51013	30.33661	31.18611	32.05924	32.95661	33.87942	34.82830	35.80349
19	A	42,642	43,837	45,064	46,326	47,623	48,957	50,328	51,737	53,185	54,674	56,206	57,779	59,397	61,060
	H	23.30187	23.95445	24.62521	25.31473	26.02367	26.75259	27.50151	28.27163	29.06296	29.87671	30.71349	31.57329	32.45732	33.36613
18	A	39,739	40,852	41,996	43,171	44,380	45,623	46,900	48,213	49,563	50,951	52,378	53,845	55,353	56,903
	H	21.71557	22.32331	22.94862	23.59090	24.25135	24.93059	25.62860	26.34602	27.08342	27.84203	28.62185	29.42348	30.24754	31.09447
17	A	37,037	38,074	39,140	40,235	41,362	42,519	43,710	44,934	46,193	47,486	48,815	50,182	51,587	53,032
	H	20.23895	20.80548	21.38777	21.98642	22.60204	23.23462	23.88537	24.55431	25.24203	25.94853	26.67503	27.42213	28.18983	28.97914
16	A	34,509	35,475	36,468	37,490	38,540	39,619	40,727	41,867	43,039	44,245	45,483	46,757	48,067	49,413
	H	18.85745	19.38520	19.92811	20.48616	21.05997	21.64953	22.25545	22.87834	23.51879	24.17743	24.85424	25.55044	26.26604	27.00148
15	A	32,157	33,058	33,984	34,935	35,913	36,919	37,952	39,014	40,107	41,230	42,384	43,571	44,790	46,044
	H	17.57229	18.06430	18.57024	19.09012	19.62454	20.17411	20.73883	21.31931	21.91614	22.52993	23.16069	23.80903	24.47554	25.16085
14	A	30,097	30,940	31,806	32,696	33,612	34,553	35,521	36,516	37,538	38,590	39,670	40,781	41,923	43,097
	H	16.44649	16.90699	17.38022	17.86676	18.36726	18.88169	19.41065	19.95416	20.51282	21.08724	21.67740	22.28453	22.90863	23.55007

THIS SCHEDULE IS BASED ON A 244 DAY CALENDAR AND A 7 1/2 HOUR WORKDAY.

All rates on this salary schedule and employee salaries subject to it shall increase by ~~2%~~ 2.5% effective ~~April 1, 2013~~ January 1, 2014.
For the 2013-2014 School Year, employees shall remain on the same step as assigned for the 2012-2013 School Year.

Advanced Degree Incentives and Amounts of Incentives: Bachelors - \$1,000, Masters - \$1,500 and Doctorate - \$2,000.