

COLLECTIVE BARGAINING AGREEMENT
2017-2018 SCHOOL YEAR

Between

**The Broward Teachers Union-
Technical Support Professionals
(BTU-TSP)**

and

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

July 1, 2015 — June 30, 2018

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ARTICLE ONE
PREAMBLE

This Agreement entered into by The School Board of Broward County, FL hereinafter referred to as the Board and the Broward Teachers Union-Technical Support Professionals Supervisory Unit and Non-Supervisory Unit, hereinafter referred to as the BTU-TSP. This agreement has as its purpose the promotion of harmonious relations between the Board and the BTU-TSP; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours, and other terms and conditions of employment.

ARTICLE TWO RECOGNITION

Exclusive Representation

The Employer recognizes the Union 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 and part-time employees in the classifications included in the following certifications of the Public Employees Relations Commission (PERC), RC-99-028 and RC-2000-075. The classifications included in these certifications are listed in Appendix A & B. Any classifications added to the unit shall be added to the appendices as though originally included.

The Employer will not negotiate with any other union or employee organization on matters pertaining to wages, hours and other terms or conditions of employment. Nor shall the employer permit dues deduction for another organization purporting to represent employees on these matters or negotiate with employees over wages, hours and other terms and conditions of employment.

ARTICLE THREE DEFINITIONS

“Assignment” – The designation of an employee to a specific work location.

“Classification” – The position assigned to a specific pay grade and recognized as part of the bargaining unit represented by BTU-TSP.

“Contract” – That document which delineates the items and terms, which were mutually agreed to as the result of collective bargaining.

“Days” – Days shall mean calendar days unless otherwise specified herein.

“Department” – An operational unit within a division.

“Employee” – All employees in the unit represented exclusively by the BTU-TSP.

“Fiscal Year” – July 1 of one year through June 30 of the following year, which corresponds to the school year.

“Immediate Supervisor/Supervisor” – The individual having immediate supervisory authority to evaluate and discipline the unit employee(s) and who may or may not be a member of the bargaining unit.

“Job Description” – The approved, written document describing the duties, responsibilities and qualifications of the job.

“Parties” – The School Board of Broward County, Florida, as employer, and the Broward Teachers Union-Technical Support Professionals, as the exclusive bargaining agent.

“PERC” – The Public Employees Relations Commission created by Florida Statutes, Section 447.004.

“Professional Employee” – Any employee engaged in work in any two or more of the following categories:

1. Work predominately intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work;
2. Work involving the consistent exercise of discretion and judgment in the performance;

3. Work of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and
4. Work requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education, an apprenticeship, or training in the performance of routine mental or physical processes.

“Reorganization” – A change in the reporting structure for supervision of classifications represented by the Broward Teachers Union-Technical Support Professionals.

“School Board” – The School Board of Broward County, Florida, the duly elected board established under the Florida Constitution, Article IX, Section 4 and Florida Statutes, Section 230.03 (2).

“School Board Policies” – The body of policies and rules adopted by the School Board of Broward County, Florida.

“Seniority” – Seniority shall be based upon an employee’s date of hire. 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.

“Task Assignment” – The temporary assignment of the employee with the approval of the School Board to a position for which a job description may or may not exist.

“Union” – The Broward Teachers Union-Technical Support Professionals, as the exclusive bargaining agent representing members of the bargaining unit.

“Workday” – The period of time each day that an employee is to be present and performing assigned duties as designated by management.

**ARTICLE FOUR
MANAGEMENT RIGHTS**

- A. It is understood and agreed that the District possesses the right and responsibility to operate and manage all schools, departments and programs and to direct the work forces.

The rights, powers, authority, and discretion necessary for the District to carry out these rights and responsibilities shall be limited only by the express terms of this Agreement and shall be exercised in a manner consistent with this Agreement and Florida Statutes. In matters not covered by this Agreement, the District shall have the clear right to make administrative decisions.

- B. Consistent with this Agreement, these management rights shall include, but not be limited, to the following:
1. Determine the purpose and mission of the Broward County School system and the departments and agencies under its jurisdiction.
 2. Set standards of service to be offered to the public.
 3. Exercise control and discretion over its organization and establish employee job descriptions.
 4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.
 5. Take disciplinary action for just cause.
 6. Relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.
 7. Hire, promote, transfer or assign employees.
 8. Schedule overtime work.
 9. Contract out (subcontract) for services.
 10. Introduce new, improved or different methods and techniques of operation or work procedure.

C. **NON DISCRIMINATION**

1. Each employee in the bargaining unit has the right, freely and without fear of penalty or reprisal, to join the BTU-TSP or to refrain from any such activity. Any employee who exercises his/her rights under this Agreement shall not be subjected to discipline, reprimand, warning or reprisal because of such participation.
2. Membership, non-membership, or legitimate activity under applicable labor laws or provisions of this Agreement will not jeopardize an employee's good standing with the Board or opportunity for advancement.
3. The Board and the BTU-TSP agree that they will not discriminate against any employee because of gender, race, color, religion, disability, age, national origin, sexual orientation or marital status.
4. The rights granted to the BTU-TSP in this Agreement shall be granted to the BTU-TSP exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.
5. Except for extenuating circumstances, as determined by the administration, no action shall be taken against an employee on the basis of an unverified complaint by a parent, student or other individual(s) or entity(ies) unless the matter is first reported to the employee, and the employee had opportunity to discuss the matter with the administrator, director or supervisor.

D. **Americans with Disabilities Act:** The Board shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended.

E. 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 gender, race, color, religion, disability, age, national origin, sexual orientation, marital status or linguistic preference. The BTU-TSP and The Board encourage bargaining unit members who believe that they have been victims of employment discrimination based on gender, race, color, religion, disability, age, national origin, sexual orientation or marital status to file such claims with the School Board of Broward County Equal Educational Opportunities/ADA Compliance Department, 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, gender,

national origin or disability shall not be subject to the grievance procedure.

ARTICLE FIVE UNION RIGHTS

- A. **Access Rights:** The BTU-TSP and its representatives shall have the right to use school district buildings at all reasonable hours for meetings, in accordance with Board policy and rules.

- B. **Equipment:** The BTU-TSP and its representatives may, upon approval, have the right to use facilities and equipment, including computers, email services, printers, faxes, typewriters, mimeographing machines, other duplicating and photocopying equipment, calculating and computing machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The BTU-TSP may pay for the reasonable cost for such use and for all materials and supplies incidental to such use.

- C. **Posting of Notices:** The Board shall provide bulletin board space in each department or office for the posting of union notices and newsletters. The BTU-TSP shall have the right to post notices of activities and matters of BTU-TSP concern. Only official BTU-TSP notices shall be posted. Notices endorsing any national, state or local political candidate shall be prohibited.

- D. **Conduct Business:** Duly authorized representatives of the BTU-TSP and its respective affiliates may, with approval, be permitted to transact official union business on school district property at all reasonable times, provided that this shall not interfere with or disrupt normal school district operations. Approval will not be unreasonably withheld.

- E. **Information and Reports:** The Board agrees to furnish to the BTU-TSP, in response to reasonable request, annual financial reports and state audits, periodic financial reports regularly submitted by the Superintendent to the Board; Superintendent's tentative budget and the final budget; full Board agendas furnished to Board members and minutes of Board meetings; names and addresses of all employees, salaries paid thereto, job titles, pay grade placement and work locations; pupil enrollment, enrollment projections, membership and attendance data; and such other specific information, if available, as will assist the BTU-TSP in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU-TSP to process any grievance.

Failure to furnish the above requested information shall not be the basis of a grievance unless it can be affirmatively shown that the information

sought can be specifically identified and is available in the form sought and the information sought, in the form requested, is denied after a reasonable time. Unintentional inaccuracies of the information furnished and subsequent revisions of data based on revised information shall not be the basis of a grievance.

- F. **Discrimination:** The provisions of the Agreement shall be applied without regard to race, creed, color, political affiliation, religion, national origin, age, sex, disability or marital status.
- G. **Board Agenda:** The BTU-TSP may appear on the Board agenda to discuss Board business not in violation of labor laws.
- H. **Payroll Dues Deduction:** The Board shall, upon written authorization of the employee, deduct BTU-TSP dues. The BTU-TSP shall furnish, distribute and process assignment authorization forms, said forms to be filed by BTU-TSP with the Division of Human Resources. Employees who desire to become members of the BTU-TSP shall file their assignment authorization forms with the BTU-TSP. Pursuant to such authorization, the Board shall deduct such annual sum as authorized in equal payments from the employee's regular salary check, beginning with the salary check received by the employee in the month following the date of authorization. Deductions shall be made from those checks designated by BTU-TSP during the fiscal year. Such authorization shall continue in effect from month to month thereafter, unless revoked by the employee in writing to the BTU-TSP and to the Division of Human Resources & Equity, not less than thirty (30) days prior to the next payroll cutoff date.

The deductions shall be remitted not less frequently than monthly to the BTU-TSP. The right to such dues deductions shall be granted exclusively to the BTU-TSP and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU-TSP shall notify the Division of Human Resources & Equity of the amount of any change in annual dues to be deducted no later than the last workday of the month prior to the month in which such change becomes effective. The BTU-TSP agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this section.

- I. **Other Deductions:** Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, BTU-TSP special service programs, or any other plans or programs approved by the BTU-TSP and the Board as

a part of this Agreement. The BTU-TSP agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all claims, costs, suits or other forms of liability, and all court costs arising out of the application of the provisions of this section.

- J. **Worksite Visitation:** The BTU-TSP president, vice-president and/or other BTU-TSP representatives may, upon approval of the worksite administrator, be allowed to visit school district buildings to investigate working conditions, employee complaints, problems, or for other purposes relating to BTU-TSP affairs.
- K. **Membership Identification:** No employee shall be prevented from displaying discrete symbols identifying membership in the BTU-TSP or its affiliates on their person or in work areas specifically assigned to them.
- L. **Time for Official Duties:** It is agreed to and understood by the parties to this Agreement that BTU-TSP stewards and other official representatives may, without loss of pay, and with prior approval, attend pre-disciplinary meetings, process grievances, participate in collective bargaining negotiations and take part in labor-management committee meetings and other Board committee meetings which the BTU-TSP is invited to attend during their normal working hours. BTU-TSP representatives shall conduct their duties in such a manner as not to disrupt normal district business and services. The supervisor's approval to attend any such meetings shall not be unreasonably denied. Employees with official responsibilities during the annual convention of the state affiliate of the BTU-TSP, as verified to the Superintendent by the BTU president, shall be granted temporary duty leave for the convention.

With prior approval, up to four (4) hours per month may be used by stewards to resolve problems between two (2) bargaining unit members that negatively affect the operation of the department.

- M. **Union Leave:** The vice-president of the BTU-TSP shall be granted temporary duty leave for their respective term of office. Also, a bargaining unit member who is hired by the Broward Teachers Union-Technical Support Professional as a full-time or part-time staff representative is eligible for a temporary duty leave for a period not to exceed four (4) fiscal years provided that the leave coincides with the beginning and ending of a fiscal year.

Upon return from leave, the employee shall be placed in the same position held before such leave, or if such position is not available, to a substantially equivalent position. Such employee shall have the right to continue participation in the retirement system and insurance programs of the district, as well as to receive credit for salary increments, all as if in actual service to the district. The BTU-TSP shall reimburse the Board for the actual cost of such employee's salary and benefits.

- N. **Paid Leave Days:** The Board shall provide a pool of paid leave days not to exceed one hundred (100) days for every fiscal year thereafter for the purpose of conducting certain union business. The following criteria shall govern the use of said leave days:
1. The BTU-TSP president or his/her designee shall notify the Board's Director of Employee & Labor Relations or his/her designee no later than five (5) working days in advance of the requested leave day. The purpose and nature of the leave shall also be provided at that time.
 2. If the supervisor of the employee who is requesting the leave decides to hire a substitute/temporary employee, the BTU-TSP shall reimburse the Board for the actual cost of the substitute in a timely manner.
 3. No bargaining unit member may use more than five (5) consecutive workdays of leave in a fiscal year. No bargaining unit member may use more than fifteen (15) days from the pool in a school year. However, by mutual agreement, this limitation may be extended by the parties.
- O. **Electronic Reporting:** The Board agrees to provide to the BTU-TSP the dues deduction information in electronic format, as requested. BTU-TSP agrees to reimburse the Board for the actual additional cost of such service.
- P. **Sole Bargaining Agent:** The rights granted to BTU-TSP in this agreement shall be granted to BTU-TSP exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.
- Q. **Contract Enforcement:** BTU-TSP officers, stewards and other BTU-TSP representatives shall be allowed to engage in activities directly related to the administration of the Agreement so long as they do not disrupt the normal operations of the school district.

- R. **Roster for Bargaining Unit:** The Board agrees to furnish the BTU-TSP, four (4) times each year, September 15, December 15, March 15 and June 15, two (2) full file information rosters of bargaining unit members, (one in alphabetical order by location – one in alphabetical order).
- S. **Rights of Steward(s):** The official BTU-TSP steward(s) shall not be subject to harassment, abusive language, upbraiding, insults or interference by a supervisor in the performance of the steward(s) official union duties. The BTU-TSP shall provide a list to the Superintendent no later than March 1st of each year containing the names of the official BTU-TSP stewards at each worksite. The BTU-TSP will provide the Superintendent with the names of new stewards who are replacing another steward whenever such action is necessary.
- T. **Right to Engage in Activities:** Employees shall have the right to engage in concerted activities not prohibited by law. Employees shall have the entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida. Employees shall be entirely free from political domination or coercion or the pretended necessity of making political contributions of money, other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.
- U. **New Employees:** The Board shall provide a list of newly hired employees to BTU-TSP monthly.
- V. **Florida Law:** Nothing contained herein shall be construed to deny or restrict to any employee rights granted under the Florida School Laws or other applicable laws and regulations.
- W. **Parking/I.D. Passes:** The School Board shall provide BTU-TSP with parking passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The number of passes shall not exceed five (5). The President of BTU shall provide a written list of paid, professional staff members to the Chief Human Resources & Equity Officer. This provision does not cover BTU support staff, such as secretaries.

**ARTICLE SIX
WORKING CONDITIONS**

- A. The standard of working hours for full-time employees shall be no longer than eight and one-half (8.5) consecutive hours, including a one (1) hour unpaid duty-free meal period. Other employees may be required to work a different schedule based upon the operational needs of the system.
- B. The standard workweek for full-time employees will be thirty-seven and one-half (37.5) hours.
- C. The workweek shall consist of five (5) consecutive days –unless mutually agreed by the employee and his/her supervisor. Schedules varying from these provisions, which exist at the time of the ratification of this agreement, shall not be subject to this section. The standard work week for payroll purposes shall be Monday through Sunday.
- D. No employee shall be required to work more than twelve (12) hours in a workday, except in case of an emergency or operational need of the District.
- E. **Compensatory Time**
 - 1. Professional employees, as defined by Florida Statute 447.203, who are exempt from coverage by the Fair Labor Standards Act (FLSA) shall receive compensatory time at the ratio of 1:1 for pre-approved work in excess of thirty-seven and one-half (37.5) hours. The accumulation and use of compensatory time shall be recorded in a standard format established by the Board. The accumulation of compensatory time for these employees is limited to forty (40) hours or, upon approval of the supervisor, to eighty (80) hours. In special circumstances, the Superintendent or his/her designee may extend the limit on the accumulation of compensatory time if mutually agreed to by the employee.
 - 2. Compensatory time shall be scheduled by mutual agreement by the employee and his/her supervisor. If compensatory time is denied, arrangements shall be made to schedule another mutually agreeable time promptly after such denial. The employer shall not unreasonably deny a request for compensatory time. The employee shall not be unreasonable in selecting time off. When an exempt employee is requested to work overtime and compensatory time cannot be taken because of operational needs of the District, overtime shall be paid to the affected employee at his/her regular

hourly rate at the end of the fiscal year or when approved in advance by his/her supervisor.

3. The Board shall apply FLSA requirements for compensatory time and overtime for non-exempt employees to all employees other than those cited in subsection 1 above. Job classifications previously considered non-exempt under FLSA shall continue to receive the same benefits of overtime pay that they received prior to June 1, 2004.
4. Employees who are the immediate supervisors of others whose actual scheduled work hours are more than seven and one-half (7.5) hours a day and who are required to work on the same schedule shall be paid at their hourly rate for time worked beyond seven and one-half (7.5) hours a day, including paid leave days and paid holidays, where applicable.
5. Non-exempt employees who are required to perform work on an emergency basis shall be paid double time for all hours worked—but not less than four (4) hours—on all District recognized holidays on which the School District is closed.

F. **On-Call Assignments:** On-call assignments are defined as those instances when unit members have been instructed to remain available to return to their work location on short notice to perform assigned duties during an off-duty period. Employees shall be paid four (4) hours at the appropriate rate of pay on each non-work day they are on call. If the affected employee is assigned work to perform during non-regular work hours, the employee shall be paid for all hours worked in excess of four (4) hours at the appropriate rate of pay. In the event the employee is required to report to work, the employee shall be paid for mileage incurred in reporting to and returning from work. If the on-call duties occur during a week in which the District is closed as the result of a recognized holiday, the holiday hours shall count as hours worked for the purposes of computing overtime compensation for non-exempt personnel pursuant to the provisions of this section. On-call assignments shall be made on a rotation basis for all qualified employees.

G. **Emergency Call-Back:** Emergency Call Back is defined as those instances when unit members have not been placed on-call, but are contacted to return to their work location or to perform work on short notice during an off-duty period. Non-exempt employees shall be paid a minimum of four (4) hours at the appropriate rate of pay on each non-work day they are called back. Exempt employees shall receive

compensatory time on an hour-for-hour basis at not less than four (4) hours for call back work. In the event employees are required to report to work, both exempt and non-exempt employees shall be paid for mileage incurred in reporting to and returning from work for call back duties. If the call-back duties require work in excess of the four-hour minimum, the employee shall be compensated at the appropriate rate of pay for the actual number of hours worked. If the call back duties occur during a week in which the District is closed as the result of a recognized holiday, the holiday hours shall count as hours worked for the purposes of computing overtime compensation for non-exempt employees pursuant to the provisions of this section.

- H. **Flexible Hours:** Employees shall be allowed with the approval of their supervisor, which approval shall not be unreasonably withheld, to adjust their work schedule to allow for medical appointments or personal emergencies.

Employees by mutual agreement, may be assigned flexible work schedules to support the 24-hour operating schedule; respond to emergency/unforeseen requirements; and to adapt to cyclic workload requirements. Regular work schedules for each employee shall be established, anticipating, to the extent possible, extra and/or other than normal schedule requirements. When a department deems it necessary to institute a second/third/alternate shift, the department shall initially solicit volunteers. If there is an inadequate number of volunteers, those employees with the necessary qualifications shall be selected by reverse seniority.

Where feasible, an employee shall be granted release time through flexible scheduling to attend parent/teacher conferences or other school activities involving their children that may occur during the regular workday.

- I. **Abusive Language, Insults, Harassment:** School Board employees should not be subjected to harassment, abusive language, upbraiding, insults or interference by an administrator/supervisor or other persons in the performance of the employee's duties.
- J. **Telecommuting Assignments:** Nothing herein shall preclude a supervisor, with agreement from the impacted employee, from providing an opportunity for employees to perform regular duties by telecommuting.
- K. **Contract Renewal**

1. An employee's status shall be renewed from year to year unless the Board terminates the employee for one of the following reasons: just cause, failure to meet job standards, reorganization of the workforce or a reduction in the number of employees on a District wide basis for financial or operational reasons.
2. In the event the Board terminates an employee, the Board may suspend the employee with or without pay. The employee shall receive written notice and shall have the opportunity to formally appeal the termination through a 120 hearing and shall not have the right to appeal through the grievance procedure.

**ARTICLE SEVEN
HEALTH AND SAFETY**

- A. Employees shall not be required to work under unsafe or hazardous conditions. Employees are to be provided a safe work place and are to be furnished with safety devices, protective clothing, and such safeguards as are necessary to reduce or eliminate accidents and injuries. Managers/supervisors are to do everything reasonably necessary to protect the life, health and safety of each employee and the public. Whenever an unsafe or hazardous condition exists, the employee aware of the condition shall report it to the immediate supervisor who shall make every effort to take immediate steps to correct the unsafe or hazardous condition. If the immediate supervisor cannot correct the problem within ten (10) workdays of the date of notification of said problem, the affected Chief School Performance & Accountability Officer shall be notified for the purpose of investigation and resolution of the matter. This deadline may be extended by mutual agreement between the parties.
- B. Employees will follow safe practices and operating methods on all jobs assigned. Employees shall be required to wear the safety devices, protective clothing or equipment designated by management for employee protection. Safety devices and equipment, when required, will be provided by the School Board. Refusal or failure of an employee to use or wear such devices or equipment, or failure to follow safe practice and operating methods, shall be grounds for appropriate disciplinary action.
- C. In the event an employee is involved in an accident or injury, an accident report will be completed and distributed, as prescribed by School Board Policies and State Statutes.
- D. If an employee complains of indoor air quality problems, the district shall follow the IAQ Response Protocol to investigate the root cause and determine a course of action to correct the problem, if necessary. The employee initiating the complaint will be provided with information on the course of action and the tentative timeline for completion. The district's IAQ Response Protocol and any amendments to it are hereby incorporated into the contract by reference.
- E. Bomb/Terrorist Threats: Employees shall not return to worksites which have been evacuated due to bomb or other similar devices until clearance for such returns has been given by proper authorities. Employees shall not search for bombs or other similar devices.

- F. In order to ensure the safety of employees and students, the District shall follow the center for disease control protocols when responding to infectious diseases. When receiving a complaint regarding potentially hazardous, dangerous, or infectious situations, the administrator/designee shall contact the appropriate district department (i.e. Risk Management, Environmental Health & Safety or Physical Plant Operations, etc.) or local emergency response providers (local police and fire departments) for the purpose of taking appropriate action to resolve the situation. The administrator shall inform the notifying employee of the recommendation received and the action taken.

- G. Reports of threats of a violent nature made against an employee shall immediately be reported to supervisory personnel, who shall immediately notify SIU and the affected employee. The employee shall be given the opportunity to immediately notify law enforcement officials, the union and other appropriate individuals if the employee so desires.

ARTICLE EIGHT GRIEVANCE PROCEDURE

- A. **Definition:** A grievance is defined as any difference or dispute between the Board and the BTU-TSP or any employee affecting terms and/or conditions of employment regarding the application, or interpretation of this Agreement.
- B. **Purpose:** The Board and the BTU-TSP desire that these grievances be settled in an orderly, prompt, and equitable manner so that the efficiency of the Board may be maintained and the morale of employees not be impaired. Every effort will be made by the Board, employees, and the BTU-TSP to settle the grievances at the lowest level of supervision.
- C. **Exclusive Rights:** The parties agree that the BTU-TSP 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 BTU-TSP expressly waives its right in writing to process a grievance because the unit member is not a dues-paying member of the union. A copy of the waiver shall be provided to the school district's Director of Employee & Labor Relations. The BTU-TSP 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.
- D. **Informal Discussion:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he/she prefers, accompanied by a BTU-TSP steward, within fifteen (15) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.
- E. **Formal Grievance:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may be invoked within seven (7) working days of the informal discussion, on the form set forth in annexed Appendix C, signed by the grievant and/or a steward of the BTU-TSP, which form shall be available from the administrator or the BTU-TSP steward in each work location.

If the grievance involves more than one (1) work location, a group of employees, or arises from the action or inaction of the administration above the level of the immediate supervisor, it may be initially filed with Employee & Labor Relations at Step II and informal discussion may be

waived by mutual agreement. In the event that a BTU-TSP steward has not signed the grievance, a copy of the grievance shall be provided to the BTU-TSP immediately upon the filing of the grievance.

STEP I

The grievant 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 meet with the grievant and/or the BTU-TSP 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 BTU-TSP.

STEP II

If the grievant or BTU-TSP is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to Employee & Labor Relations within seven (7) working days of the disposition, or expiration of the time limit. Within twelve (12) working days of receipt of the grievance, Employee & Labor Relations shall meet with the grievant and/or the BTU-TSP and shall indicate the disposition of the grievance in writing to the grievant and/or BTU-TSP within seven (7) days of such a meeting.

STEP III

If the grievant is not satisfied with the disposition of the grievance by Employee & Labor Relations, or if no disposition has been made within the specified time limit, the grievance may be submitted by the BTU-TSP to arbitration before an impartial arbitrator within fifteen (15) working days of the date of the disposition at Step II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the BTU-TSP will contact Employee & Labor Relations one final time for the purpose of attempting to reach agreement prior to requesting the AAA or FMCS to select an arbitrator in accordance with their rules. The arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with their rules, which rules must likewise govern the arbitration proceedings.

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. 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.

- F. **Cost of Arbitration:** If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA or 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 grievant or the BTU-TSP. 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. 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 grievant(s). In group grievances, the group of employees shall be represented by the BTU-TSP and one member of the group.

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

- G. **Time Limits:** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during work hours, all employees whose presence is required shall be excused, without loss of pay or accumulated leave, for that purpose.
- H. **Reprisal to Employees:** All employees will be entitled to fair, reasonable and equitable treatment in the processing of grievances. No reprisals of any kind will be made by the Board or its representative or any member of the administration against any bargaining unit member(s) in the grievance procedure by reason of such participation.
- I. All documents, grievance forms, appendix, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of any party in interest, including final disposition.
- J. **School Board Policies:** Access to School Board policies at each work location shall be available to BTU-TSP stewards for the purpose of

reference and information, as well as for the purpose of expediting the provisions of this grievance procedure.

- K. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. The parties agree to use the Rules for Expedited Arbitration Procedures and Hearings published by the agency conducting the hearing.

**ARTICLE NINE
DUE PROCESS & DISCIPLINE**

- A. **Progressive Discipline:** The parties agree to the principles of progressive discipline. Disciplinary action, for the most part, shall be administered in a manner to correct behavior that is in violation of policies, procedures and established practices. Discipline shall be administered for just cause and not in a manner that is demeaning or degrading.
- B. **Meetings and Notifications:** Disciplinary action shall be administered within twenty (20) working days from the date the violation occurred or when the violation was first known to have occurred. For any meeting scheduled for the purpose for taking disciplinary action, the department shall provide the employee with written notification of the violation and schedule a meeting where the circumstances surrounding the violation shall be discussed. This meeting shall be scheduled no sooner than three (3) working days after the employee receives such notification. For example, if a supervisor schedules the conference for Friday, the employee must be notified on Tuesday.
- C. **Right to Representation:** Notification sent to an employee pursuant to Section 2 of this Article shall inform the employee of his/her right to BTU-TSP representation. When a request for such representation is made, no action shall be taken with respect to the employee within the specified time period unless such representative of the BTU-TSP is present. If a BTU-TSP representative is not present at a properly scheduled meeting, the meeting may proceed as scheduled without representation, except when either party indicates that a personal emergency prevents attendance, in which case the meeting shall be rescheduled at the earliest possible time.
- D. **During the Meeting**
1. The conference is intended to provide the employee with an explanation of the charges and the basis for the charges. Any relevant questions that the employee asks shall be answered to the best of the supervisor's ability. The employee shall be given an opportunity to respond, including their own explanation of the incident or mitigating circumstances, either verbally or in writing.
 2. If during the course of a meeting that was not called for the purpose of issuing a reprimand, the necessity develops for issuing one, the supervisor shall notify the employee at that time that

he/she is entitled to BTU-TSP representation. When a BTU-TSP representation is requested and the employee is to be represented by the Union, no action shall be taken with respect to the employee until such representative of the BTU-TSP is present. It is the employee's responsibility to have a representative present within three (3) working days of said request. If a BTU-TSP representative is not present at the meeting, it will proceed as scheduled without such representation.

E. Discipline

1. Any discipline of an employee shall be for just cause. Disciplinary action may be taken in the form of a verbal reprimand, written reprimand, suspension, demotion or discharge.
2. No action against an employee shall be taken on the basis of a complaint by any individual nor any notice of such action or complaint shall be included in the employee's personnel file, unless the matter is first reported to the employee in writing and the employee has had the opportunity to discuss the matter with his/her supervisor.
3. No investigation of an employee, beyond preliminary inquiry, by the Special Investigative Unit may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation. Investigations shall be conducted in a timely manner in accordance with Florida Statutes.
4. An employee may be relieved of duty pending the completion of an investigation or other administrative action for circumstances that could lead to the employee's termination. The employee may be relieved of duty with pay or temporarily reassigned or transferred to another position within the department/program, pending appropriate administrative action.
5. Any recommendation for dismissal of an employee because of incompetent performance, as specified on the employee's assessment form, shall not be made prior to the conclusion of a time period as set forth in the assessment form for the purpose of correcting such deficiency or deficiencies.
6. Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion or other discipline shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this contract.

7. An employee's refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this Article, shall not constitute any grounds for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its content. However, if the employee does not sign a document acknowledging receipt, proper notice of receipt shall be documented by the signature of the supervisor and a witness, in which case the issue of proper notification shall not be raised by the Union.

ARTICLE 10
PERSONNEL FILE ACCESS & SECURITY

- A. **Number of Files:** There shall be no more than two (2) personnel files maintained for each employee. The official file will be maintained at the district personnel office. In the event two (2) such files are maintained, one (1) shall be kept at the work location where the employee is then employed. Each document placed into the employee's file maintained in the administrator's office shall be duplicated and the original transmitted to the district Employment Services Office for inclusion within the employee's file maintained at the district Employment Services Office. When the employee transfers to another work location within the district, the file will be transferred with the employee. When the employee leaves the district, the file maintained in the administrator's office may remain there for up to three (3) years.
- B. **Anonymous Items:** No item from any anonymous source may be placed in the personnel file.
- C. **Investigative File:** The file established by the district as a result of any investigation of an employee is not one of the two personnel files listed above. Access to a file dealing with an investigation shall be in accordance with the provisions of Florida Statute 1012.31. If the preliminary investigation is concluded with the finding that there is not probable cause to proceed further and with no disciplinary action taken or charges filed, then the district will ask the Department of State, Division of Library and Information Services, for permission to destroy the investigation file.
- D. **Notification To Employee:** Items may not be placed in an employee's official personnel file unless the item has been made known to the employee, pursuant to the methodology described in Florida Statute 1012.31. In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the grievance procedure of this contract. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents.
- E. **Review and Copying of File:** Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file. A representative of BTU-TSP may, at the request of the employee,

accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of the employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the administrator responsible for the safekeeping of such file. An employee's personnel file shall be open to inspection pursuant to the criteria and requirements in Florida Statute 1012.31.

ARTICLE ELEVEN COMPENSATION

- A. **Step Assignment:** All BTU-TSP employees shall be paid on a Step in the salary schedule (see Appendix D). Employees shall be paid retroactively from the first work day of employment during that fiscal year.

The parties agree that employees shall not advance a step on the Salary Schedule unless the Collective Bargaining Agreement specifically calls for a step increase for the specific school year in question. If there is no Collective Bargaining Agreement in effect at the start of a school year, then step increases shall not be granted unless the subsequent contract specifically requires one.

- B. **Step Increase:** Employees shall move to the next step of the salary schedule, only when agreed to specifically by parties in contract negotiations. If a step increase is provided, it shall be granted to those employees who receive an overall performance evaluation rating of "Effective" or higher. An employee who receives an overall performance evaluation of less than "Effective" shall not be eligible for the Board approved step increase; however, if the affected employee receives an overall performance evaluation of "Effective" or higher for the succeeding year he/she shall be granted the withheld step but not on a retroactive basis.
- C. **General Increase:** If a general increase is provided, it shall be granted to those employees who receive an overall performance evaluation rating of "Effective" or higher. An employee who receives an overall performance evaluation of less than "Effective" shall not be eligible for the Board approved general increase; however, if the affected employee receives an overall performance evaluation of "Effective" or higher for the succeeding year he/she shall be granted the withheld general increase, but not on a retroactive basis.
- D. **Temporary Upgrades:** Employees accepting a written offer of an acting position on a temporary basis that is at a higher pay grade shall have their salary computed in accordance with Article 11, Section F. Offers of temporary upgrades shall be placed in writing by the supervisor to employees on the basis of qualifications. An employee will assume responsibility for all duties of the position and work in the position at least fifteen (15) consecutive working days. After the employee has worked fifteen (15) consecutive working days in the position, they shall be paid retroactively to the first day the employee assumes the responsibilities of the position. An employee temporarily placed outside

of the bargaining unit shall be entitled to return to the position previously held and shall accrue benefits and seniority as if they were in the bargaining unit during this temporary upgrade.

- E. **New Appointee Salaries:** New employees will normally enter at the minimum step of the appropriate pay grade. Effective upon ratification of this contract, newly hired employees who possess experience beyond that required to qualify for the position, which is directly related to the position, will be granted initial placement higher than the beginning step within a range indicated below according to the following schedule:

One to five years – Up to Step 2

More than five and up to ten years – Step 3 up to Step 6

More than ten and up to fifteen years – Step 7 up to Step 10

More than fifteen years – Step 10 or above

There may be times when an individual's job uniqueness and level of skills sought may require a higher initial placement. In such cases, the Superintendent reserves the sole discretion to make such placement above the range indicated in the schedule above based on the individual's job uniqueness and level of skills.

Complaints about an employees' placement on the salary schedule may be presented to the employee's supervisor. If the supervisor is unable to resolve the complaint, the Superintendent of Schools and the President of the BTU will meet periodically to discuss the job uniqueness and level of skill in order to jointly resolve complaints. Such resolutions shall be final and binding.

- F. **Promotions:** For purposes of this section, a promotion shall be defined as an action which awards a current employee a vacant position at a higher grade classification that includes significant increases in job performance responsibilities beyond the job that the employee currently holds. Promotional opportunities must be advertised and interested employees must apply for the position.

The daily/hourly rate of an employee will be the basis for step placement when the promotion results in a salary schedule and/or assigned calendar change. The resulting pay will be no less than the minimum of the new pay grade but no more than the maximum salary of the assigned pay grade. Employees on a temporary/acting position in another pay grade/schedule shall have their pay raise computed on the basis of the regular job they held prior to the temporary/acting position.

Any employee who is promoted from a classification not on the BTU-TSP Salary Schedule to a classification on said schedule shall be placed on the step of the new pay grade that is the closest step that includes at least a 5% pay raise based on the affected employee's previous grade and step/salary. The employee's daily, hourly and the annual base salary will all be used as a basis for calculating step placement. If there is a difference in the salary step placement resulting from the three calculations, the employee shall be placed on whichever salary step is greater.

When an employee who is currently on the BTU-TSP Salary Schedule is promoted, as a result of a job change or job progression to a higher pay grade position, the step placement within the new pay grade shall be determined as follows: apply 5% on the salary of the previous grade/schedule and step/salary for promotions on one pay grade, and an additional 3% for each additional pay grade. Step placement shall be the closest step/range position that includes the new salary in the new pay grade/schedule.

G. **Demotions:** For purpose of this section, a demotion shall occur when an employee is assigned to a position with a lower pay grade on the BTU-TSP Salary Schedule.

1. **Involuntary Demotion:** An employee may also be reassigned, to a position with a lower pay grade, as a result of a change in the Board's organizational chart or of disciplinary action. An employee shall not be granted a pay increase as a result of being demoted.

As a result of a demotion for non-disciplinary reasons, reassignment, or a reclassification to a lower paid position on the BTU-TSP Salary Schedule an affected employee shall not receive a decrease in pay for a period of at least ten (10) months from the date of demotion. Employees demoted for disciplinary reasons shall receive a decrease in pay immediately upon Board approval.

At the conclusion of the ten (10) month salary protection period, the employee will be placed on a step on the new pay grade based on the employee's assigned step in the previous paygrade. This reduction in salary shall be no less than 3% and no more than 10% of the employee's salary in the previous pay grade. If the reduction reflects more than a 10% decrease, the employee will be placed on the highest step within a maximum reduction of 10% of the previous salary.

2. **Voluntary Demotion:** When an employee, regardless of his/her assigned salary schedule, applies for and accepts a position on the BTU-TSP Salary Schedule at a lower pay grade, the employee's salary will be adjusted immediately. The step placement on the new pay grade will be based on the employee's assigned step in the previous position. However, no employee who previously held the position at a lower pay grade shall be placed at a lower step than one he/she previously held in that position.

H. **Errors in Paycheck**

1. **Underpayment:** In the event of a change, which results in an underpayment to an employee, the employee shall be properly compensated on or before the next possible paycheck following discovery of the error. Upon request, the District shall provide the employee with the specific written explanation for the underpayment through the Payroll Contact Person at the employee's location.
2. **Overpayment \$100 or less:** If an employee has been overpaid by \$100 or less, a corrective adjustment shall be made automatically in the affected employee's next paycheck and the employee shall be notified by their location payroll contact person. Upon request, the District shall provide the employee with the specific written explanation for the overpayment through the Payroll Contact Person at the employee's location.
3. **Overpayment Greater than \$100 (except for former employees):**
 - a. The School Board may collect overpayments not to exceed two (2) years in duration from the date that the administration mails the notification of overpayment letter to the affected employee. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.
 - b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of \$100 has occurred. The form will contain two payback options from which the employee may select and return to the Payroll Department within five (5) workdays.
 - c. If necessary, the affected employee may request a meeting with the Payroll Department within five (5) workdays of

receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set-up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.

- d. Overpayments should be recouped in the calendar year in which it was discovered.
- e. The number of payments in the pay back scheduled shall not be less than the following:

\$1-\$100.00	1 Payment
\$100.01 - \$500.00	4 Payments
\$500.01 - \$1,000.00	8 Payments
\$1,000.01 - \$1,800.00	12 Payments

For amounts above \$1,800.00, no payment shall exceed \$200.00 per paycheck.

- f. If the affected employee is on an unpaid leave of absence, the payback will involve direct payment from the employee to the Board.
- g. **Hardship**

If the financial burden in doing so would create a hardship for the employee, the employee may complete an Overpayment Hardship Request for consideration. The employee must be able to provide evidence of one of the criteria listed below to qualify for a hardship reduction:

- Death of spouse or dependent
- Legal Separation or Divorce
- Disability of self, spouse or dependent
- Change in employment status from full to part time or lay-off
- Change in employment status of a spouse, including lay-off or termination
- Threat of home foreclosure, eviction or bankruptcy
- Financial Emergency due to District Declared Emergency (hurricane, flood, tornado, etc.)

Repayment Reduction Schedule:

\$100.01 - \$500.00	8 payments
\$500.01 - \$1,000.00	16 payments
\$1,000.01 - \$1,800.00	24 payments

If approved, the repayment plan may extend into the next fiscal/calendar year except for employees who are leaving the school system or are on an unpaid leave of absence.

I. Mileage & Travel Reimbursement

1. Any employee traveling on school district business shall be reimbursed in accordance with Board policy on travel and per diem expenses.
2. Any employee required to use their personal automobile to perform assigned school district duties, shall be provided expense reimbursement at the rate specified in Board Policy for business travel or mileage. All adjustments approved by the Board shall be passed along to employees on the effective date specified by the Board. The Board shall also reimburse the actual cost of tolls and parking when on district business. Every effort will be made to reimburse expenses within thirty (30) days of their submission by employees.

J. Incentives: The Board and BTU-TSP shall work jointly to establish a program to provide incentives to employees for ideas that increase the efficiency of the District, improve the quality of service, or create economic savings and shall make recommendations to the School Board for approval and implementation.

K. Advanced Degree Incentive

1. Employees who possess an advanced degree in a related field that is not contained as a requirement in their job description shall be eligible to receive an annual supplement of:

Bachelor's Degree	=	\$1000.00
Master's Degree	=	\$1500.00
Doctor's Degree	=	\$2000.00

2. BTU-TSP shall be provided an annual accounting of the employees receiving supplements contained in subsection 1 above.
3. Employees who possess a license(s) recognized by the state of Florida in a related field that is not contained as a requirement in

their job description and are requested by a supervisor to perform duties that cannot be performed without said license shall receive \$125 for each month in which the duties are performed.

4. The District shall waive increases in requirements for incumbents in said job descriptions when possible. If requirements cannot be waived, the District shall reimburse the employee for reasonable tuition or training costs to attain the required education or license requirement.
- L. **Shift Differential:** Employees assigned to work shifts whose scheduled hours of work begin at or after 1 p.m. shall be entitled to receive a differential of \$1.00 per hour for all hours worked. Night shift pay differential is not to be construed as part of base pay for purpose of payment of compensatory time or leave time upon separation of employment with the District.
- M. **Direct Deposit:** Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. As of July 1, 2007, employees shall be required to have their salaries paid via direct deposit to the financial institution of their choice. Direct deposits shall be deposited in no more than two financial institutions. This shall increase to five (5) direct deposit accounts when functionally possible. The District shall not withdraw funds from any of the above institutions on or after the effective date of a paycheck without the express written consent of the employee. (Note: Even though the withdrawal will be made prior to the effective date of the paycheck, an employee's bank statement may reflect such transaction occurring on the effective date of the paycheck.) If funds are withdrawn prior to the effective date of the check, the employee will be notified in writing of the actual amount of the deposit if the amount is different from that printed on the remuneration statement on the effective date of the paycheck. The employee will be notified of the reasons for the adjustment within three (3) working days of the effective date of the paycheck. Employees hired to begin work on or after July 1, 2005 shall be required to have their salaries paid via direct deposit to the financial institution of their choice.
- N. **Salary Payments:** Employees whose work year is less than the normal 244-day work year shall select one of the following three pay options:
1. **Year-round pay:** The employee's salary shall be paid in bi-weekly payments based upon the employee's base scheduled salary throughout the entire fiscal year (12 months), including the summer months. Employees selecting this option shall have an

amount deducted from their bi-weekly paycheck to cover the summer paychecks. Employees choosing this option shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union account.

OR

- 2. **Contractual pay-No summer paychecks (Default Selection):** The employee's salary shall be paid in bi-weekly payments throughout the contractual year (approximately one hundred ninety-six (196) days). Under this plan, the employee's salary will be paid in full by the conclusion of his/her calendar and the employee shall not receive summer pay checks.

OR

- 3. **Annual Selection Period:** Employees shall be eligible to change options once annually prior to the beginning of each fiscal year. Employees will not be allowed to change options during the course of a fiscal year. Employees hired to work after the annual option selection period or who fail to select the year-round paycheck option shall have the summer savings option available at any time throughout the fiscal year.

It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.

- O. **Perfect/Good Attendance:** Employees who miss no more than a maximum of three (3) days during the calendar year for which they work will receive a monetary reward at the end of their working calendar year in the following manner:

0 days missed	\$600.00
1 day missed	\$450.00
2 days missed	\$300.00
3 days missed	\$200.00

- P. **Additional Duties**

An employee whose workload is increased by the assignment of additional duties due to an employee absence, vacancy or the reduction of a position shall receive direction on the priorities to accomplish the work and shall not have their evaluation adversely affected by failure to accomplish fully the goals of their primary work assignment.

**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 "Group Term" Life Insurance ranging from one and one-quarter (1¼) time 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 (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. **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 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. All new employees may elect to enroll in a Board-offered plan of their choice subject to conditions for enrollment in such plan.

- d. 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. Nothing herein, however, waives the right of either party to negotiate the terms and conditions of insurance. 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.
- e. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2014 Open Enrollment Period, 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 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 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 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 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 dollars (\$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 made known to the Board.

- G. **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.

- H. **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.

- I. 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.

J. **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.

**ARTICLE THIRTEEN
ASSIGNMENT, TRANSFER, AND PROMOTION**

- A. **Announcement of Vacancies:** The following procedures shall apply for the selection of candidates for positions in the bargaining unit through transfers, promotions and new employment.
1. A vacancy shall be deemed to have occurred when a full-time employee is sought to fill a full-time position.
 2. The announcement of vacancies will state job-related qualifications for the positions, including certification, education, other experiential requirements, supervisory responsibilities, whether the position is covered by a collective bargaining agreement and whether the position is exempt from FLSA regulations. These announcements will specify the application procedures and shall be posted at least seven (7) days before the application deadline. These announcements will be distributed to all work locations within Broward County Public Schools.
 3. No positions will be filled prior to the end of the posting period.
- B. **Task Assignments:** Upon Board approval, an employee may be placed either in another classification on an “acting” or “interim” basis, pending the appropriate appointment of an employee, or as a temporary assignment to a task of specific length. Such task assignments shall not extend beyond one hundred eighty (180) days without reauthorization by the Board. Such employees will receive appropriate orientation and training as determined necessary by the concerned department/program. If an employee is unable to perform satisfactorily in the new classification, he/she may be returned to his/her previous position but his/her performance in the temporary assignment shall not be reflected in his/her evaluation. During the task assignment, the employee shall not be placed at a step on the pay grade of the position assigned less than one which provides a 5% increase in salary over their regular position for a one (1) pay grade increase and not less than 3% for each additional pay grade increase. At the termination of the temporary assignment, the employee shall revert to his/her former status, unless appointed or assigned as a permanent employee in that position. Employees who are temporarily assigned to work in a lower classification shall continue to be paid at the rate for their regular position.

Employees shall not be reassigned as disciplinary action or to demean the employee. If a task assignment to temporarily fill a vacant position

would disqualify an employee from being considered for that position, the employee has the right to refuse the assignment.

C. **Lateral Transfers:** Vacancies may be filled by the lateral transfer of a unit member providing that:

1. The transfer is requested by the employee or deemed by the Superintendent to be in the best interest of the school system.
2. The employee's position is of the same pay grade as the vacancy.
3. The employee meets the qualifications of the vacant position.
4. If qualifications and skill are substantially equivalent, the employee with the greatest seniority shall be assigned to the position.
5. Upon approval by the Superintendent, employees may be allowed to make a lateral transfer into a higher level of a position that involves job progression even though the position was posted at the lowest level of job progression (i.e. Accountant III to a Budget Analyst III).

D. **Direct Appointment:** Upon the recommendations of the Superintendent, with the approval of the School Board, a vacancy may be filled by a direct appointment of an individual who has demonstrated the specific qualifications and background applicable to the position. Direct appointments may be made when necessary as the result of reorganization, in case of an emergency, as a reassignment of personnel within areas, or when the Interview Committee advises that it cannot make an appropriate selection.

E. **Reassignment of Personnel:** The Superintendent may recommend to the School Board staff reassignments for the most effective deployment of personnel. Changes in work locations will not be made in an arbitrary or capricious manner.

F. **Formal Selection Procedures:**

1. When a position is posted and the position is not filled through one of the above procedures, there shall be an initial screening of applicants to determine those applicants whose combination of training and experience most closely match the published qualification for the position and who will be included in the procedures of the Interview Committee. The screening process

shall include two (2) qualified individuals from the department who is hiring to lend their expertise to help prevent a qualified candidate from being overlooked in the initial screening process. Talent Acquisition & Operations (Non-Instructional) will be responsible for verifying the educational background of candidates. Preference shall be given to current employees in the screening process.

2. Upon completion of appropriate reference and clearance checks, the candidate selected by the Superintendent, or designee, shall be recommended to the Board for approval. Once a candidate has been selected for and has accepted a position, those candidates not selected shall be notified that another candidate will be recommended for employment. Employment of the successful candidate shall not be final until approved by the Board. The resulting salary for a current employee chosen for promotion shall follow the provisions of Article 11, Section F. The Board will make every effort to be consistent when assigning salaries to newly hired employees.
3. The parties agree to refer the issue of the interview and selection process for filling vacancies to a labor/management committee. The committee shall be charged with identifying problems and making recommendations to the Superintendent and BTU-TSP President for improvements.

The parties agree that:

- a. The district shall review with BTU-TSP current procedures and methods to monitor adherence to them.
- b. BTU-TSP shall have access to information on the results of past and current selection procedures.

G. **HARDSHIP TRANSFERS**

For purposes of this section, a “hardship” shall apply to an employee who has completed one year of continuous service with the District. “Hardship” shall be defined as:

1. Employee traveling 20 miles or more one-way by the most direct route from their residence to the assigned work location. The employee shall provide confirmation of eligibility, along with the application, using any nationally recognized navigation/route finder such as, but not limited to, American Automobile

Association (AAA); Mapquest.com or other such nationally recognized Internet-based program.

OR

Has a serious medical condition which can be substantiated by a Board selected physician or acceptable written explanations as determined by Superintendent and/or designee.

2. An employee who meets the “hardship” definition will be guaranteed an interview for a Board-determined vacancy, in the same job description, at any of the work locations that the employee has selected. An employee with a “hardship” transfer shall be given preference during all phases of the interview process. Specifically, employees requesting a “hardship” transfer shall be awarded two (2) additional points to their overall final interview score.
3. Employees may request only one hardship transfer within a fiscal year. The Request for Transfer Form, as set forth in Appendix F G, may be submitted at any time during the fiscal year.
4. Hardship transfer applications shall expire at the conclusion of the fiscal year in which the application was submitted.
5. An applicant with documented attendance and/or performance deficiencies within a twelve (12) month period of the application shall be ineligible for a hardship transfer to an existing vacant position.

**ARTICLE FOURTEEN
LAYOFF AND RECALL**

- A. **Layoff:** In the event the Board determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which 1) shall not be arbitrary or capricious; 2) shall not deprive employees of other rights conferred by this agreement or laws of Florida and the United States; and 3) shall be capable of uniform application. If a reduction in employees is determined to be necessary, the following procedure shall be controlling:
1. Layoff is defined as the separation of an employee for lack of work or funds as determined by the Board, or due to the reduction in or the contracting out of services, without fault or delinquency on the employee's part.
 2. Prior to implementing a reduction in personnel, the Superintendent or his/her representative (with decision making power) will meet with representatives of the BTU-TSP to discuss the proposed Board action, including but not limited to the initial number and identity of positions being considered for reduction, and solicit their suggestions or alternatives to layoffs.
 3. The Board shall then determine the net number of positions to be reduced and the departments/programs or specific positions in which the layoff shall occur.
 4. An employee with less than effective overall ratings on performance evaluations in the department/program or positions in which the layoff shall occur shall be laid off prior to employees with an effective overall rating in the department/program or positions in which the layoff shall occur regardless of seniority and shall have no right to displace other employees. In no case shall employees enrolled with the Florida Retirement System (FRS) prior to July 1, 2011 and in their sixth year of service or enrolled with FRS on or after July 1, 2011 and in their eighth year of credible service be laid off if the layoff would result in their failure to vest with the FRS. Such employees shall be retained until they become vested. Retained employees must be qualified for their assigned positions.

5. **ORDER OF LAYOFF**

- a. When the District has hired outside vendors to fill bargaining unit vacancies that could not be filled by any other method and a layoff occurs, bargaining unit members who are placed on layoff shall have the right to displace such outside vendors when the employee is qualified and competent to perform the duties of the position that is filled by the outside vendor. Nothing in this section shall be construed to limit the District's right to contract out services, as long as such contracting out of services is in compliance with the provisions of Article 18.

- b. Employees in each affected department/program shall then be laid off in the following manner in ascending seniority:
 - First - Temporary Employees
 - Second - Employees with annual overall appraisal ratings of less than effective
 - Third - Part-Time Employees
 - Fourth - Regular Full-Time Employees
 - Fifth - A Building Designated Steward or TSP Elected Officials

- c. In the event that two or more employees being considered for layoff have the same seniority date, order of layoff will be determined by the tie breakers below in the following order:
 - 1. bargaining unit date.
 - 2. date of employment in the current job description.
 - 3. a lot drawing witnessed by a representative of the BTU and the Employee & Labor Relations Department.

A laid-off employee is entitled to one of the following options:

- 1) to fill a vacant position within his/her current job family, or
- 2) to return to the job classification within the same job family, which the laid-off employee most recently held, and displace the employee who has held the position for the least amount of time, or
- 3) displace the employee with the least amount of time in any position within the job family.

- d. For any option, the laid-off employee must be qualified for the position, and the position must be at an equivalent or lower pay grade. For purposes of this section, a job classification shall not have been deemed to change because of a change in title or reporting structure if its duties have remained essentially the same. If such positions are not available or if an employee is displaced from such a position, the employee shall be placed on the recall list.
- e. If an employee chooses a position at a lower pay grade, his/her salary shall not be reduced for a twelve (12) month period from the effective date of the layoff.
- f. If more than one employee identified for layoff is qualified for such positions, then the position shall be offered to the employee with the most seniority as defined in this contract. Employees who accept positions in a different department or position shall be required to demonstrate their proficiency to perform the duties of the new position for a period not less than thirty (30) days and no more than ninety (90) days. Such employees will receive appropriate orientation and training as determined necessary by the concerned department. If the employee fails to successfully perform the new job duties, he/she shall be placed on the layoff list for twelve (12) months starting with the effective date of the layoff.
- g. If layoffs are to occur, a list of employees, containing their seniority, their positions and their current job family shall be prepared by the Board and a copy thereof made available to BTU-TSP prior to notice of layoff to employees.
- h. Laid-off employees shall receive payment for accumulated vacation leave, sick leave and compensatory time. Payment for sick leave shall be in accordance with the schedule in Article 15, Section T.
- i. In order to accommodate new and revised job descriptions, the parties shall have the authority to modify job families upon mutual agreement without submitting the changes to ratification by members of the bargaining unit. The authority to incorporate such changes into the contract is limited to changes for the purpose of including new job descriptions in existing job families.

- B. **IT Displacement Process:** Effective with the 2013-2014 school year, both parties agree that continuous improvement of employee skills benefits both the employee and the School Board in the performance of job duties. Therefore, the parties agree to address the displacement process within the TSP job families for employees whose primary function is IT.

All TSP job families whose primary function is IT (Computer Applications, Computer Customer Service, Computer Network Systems Analyst, Computer Operations, Computer Programmer, and Telecommunications) shall be able to exercise displacement rights, as described in Article 14(A)(5), across the six (6) families.

In order to address this issue and accomplish their common goal, the parties agree to the following:

1. It is the intent of the District to create additional qualifications for job descriptions that are reasonable to attain within a six (6) month period. Both parties will participate in this process.
 2. All revised job descriptions relating to the six (6) job families listed above must be submitted, and reviewed with the BTU-TSP no later than January 31st of each year in order to be used for the displacement process during that same school year. Changes after this date shall take effect for the following school year.
 3. Displaced employees in the six (6) job families may be subject to meeting additional qualifications of a revised job description.
 4. Pursuant to Appendix E, employees within the six (6) job families will have access to reimbursement funds for acquiring additional qualifications and/or pursuing additional coursework to improve or maintain skills within their job family.
 5. Both parties agree that this provision shall not establish a precedent.
- C. **RECALL:** Employees who have been laid off shall be re-employed in seniority order from most senior to least senior. Employees whose positions have been eliminated through layoff or otherwise, shall be called first to fill a vacancy within their job family.
1. Prior to other employees being recalled from the recall list, an employee who displaced another employee pursuant to provisions contained in this article shall have the right to be recalled to a

vacant position for which they are qualified. However, the employee who displaces another employee shall not be eligible for a position at a higher pay grade than the one he/she originally held at the time of layoff. If the employee who displaced another employee fills a vacancy in his/her original department, then the employee whom he/she displaced will automatically be recalled into the position from which he/she previously held. After this process, other employees will be recalled to fill a vacancy for which they are qualified in the same department they were assigned at the time of their layoff.

2. Employees may be offered a position outside their department/program for which they are qualified. Employees may refuse a position outside their department/program. Employees who refuse such a position a second time shall have no further rights to recall.
3. Each employee on layoff shall be required to provide the District Personnel Office, in writing, with a current address to which a letter of recall may be sent. Employees being recalled shall be notified by "Certified Mail Delivery Confirmation" and shall have five (5) working days from the date of the receipt of notice to respond to the School Board's offer and return to work. The School Board reserves the right to temporarily assign an employee to the vacancy until the recalled employee reports to work. If the letter is mailed to the address provided by the employee and is returned to the School Board because the address is incorrect, the School Board has fulfilled the obligation of this sub-section.

If the School Board does not receive an affirmative response, the employee will be moved to the bottom of the recall list. If the recall notice is returned in the allotted time, yet not marked appropriately by the Human Resources & Equity Department, the employee shall retain his/her place on the recall list for the next job opening for which he/she is qualified. However, after the third returned notice, the employee's name will be dropped from the recall list and the School Board shall have no further obligation to the employee.

4. An employee whose contract is non-renewed due to reorganization shall be entitled to recall rights for a layoff period of eighteen (18) months. All other employees shall be entitled to recall rights for a layoff period of twelve (12) months.

5. The employee laid off pursuant to this Article shall be given the opportunity to continue insurance coverages in existing programs during the layoff provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.
6. No new or substitute appointments may be made while there are laid off employees available who are qualified to fill the vacancies, except that employees may be hired into positions that have been offered and refused by employees on the layoff/recall list.

**ARTICLE FIFTEEN
LEAVES**

A. Earned Annual Leave

1. Permanent part-time employees shall earn a pro rata share of Paid Vacation(s) of a full-time employee.
2. Payment of accrued, but unused, vacation time up to the limits contained in subsection (a) and (b) below, shall be made upon separation from employment provided notice of intention to leave has been filed with the designated county level unit administrator or if filing intention to leave is clearly impossible, it will be paid subsequent to the date that the School Board approved such separation. Further, such payment already earned may not amount to a sum larger than that provided in the affected employee's annual contract. Exceptions may be made in cases of dismissal or when a change in the individual's work year shall be imposed by the Board. Payment shall be made based on the affected employee's daily pay rate at the time of separation.
 - a. Employees assigned to a vacation-earning calendar may receive payment for up to sixty-two point five (62.5) days of vacation under section (2) above. Effective July 1, 1995, terminal pay for accrued vacation leave may not exceed a maximum of 60 days for employees hired on or after said date.
 - b. All other eligible employees not mentioned in subsection (a) above may receive payment for up to fifty (50) days of vacation pursuant to the criterion in this policy.
3. All permanent employees on Board assigned vacation earning calendars shall be eligible to receive a vacation with pay subject to the following provisions:
 - a. Vacation requests, properly submitted by the employee to the appropriate division head and/or department head, shall be completed prior to the first day of vacation. Requests may be denied if not submitted in a timely manner.

- b. The affected employee's supervisor may reject a vacation request for a specific date if he/she feels that the employee's absence may disrupt the work of the department/school.
- c. An individual employed prior to the 15th of the month shall be given credit for earned vacation time for that month. Any individual employed for one (1) day more than half of the Board approved vacation-earning calendar shall receive a year of service toward vacation credit for that calendar year. Vacation may be used as earned. At the end of each fiscal year unused vacation shall be carried forward to the following year.
- d. Employees transferring to a twelve-month position from other contract calendar positions shall be given credit for the number of full time continuous years of service. They will start earning vacation the first month of twelve-month employment.
- e. No employee may take in excess of fifteen (15) vacation days in any given month without the express written authorization of the Superintendent/designee.
- f. Each employee on a vacation-earning calendar must take a minimum of five (5) consecutive vacation days per year providing the employee has accrued five (5) days. This provision may be waived by the Superintendent/designee in unusual circumstances.
- g. Employees assigned to vacation-earning calendars shall earn paid vacation based on the following formula:
 - 1. Five (5) complete years of service or less - 1-1/4 days per month.
 - 2. More than five (5) complete years of service but less than ten (10) complete years of service - 1-1/2 days per month.
 - 3. Ten (10) complete years of service or more - 2 days per month.
 - 4. Total accrued vacation may not exceed sixty-two and one-half (62.5) days carry-over from one (1) fiscal year to the next.

4. For purposes of computing vacation accrual only, employees assigned to the BTU-TSP shall be credited with up to ten (10) years of work experience from another school district in any state or other employer provided that said experience is directly related to the job duties performed by the affected employee at the time he/she was hired by the Board.

B. **Legal Commitments:** Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena. All monies received may be retained by the employee.

In the event that an employee has taken legal action against the District, said employee will not be granted leave nor be paid by the District when attending legal proceedings/meetings regarding the case, except for legal actions taken as a result of a grievance of this contract.

C. **Professional Leave/Special Grants:** The Board authorizes the Superintendent/designee to award special grants to qualified school-based and county-based employees who are assigned to the school-based administrators salary schedule, the administrative, supervisory professional and technical salary schedule and the executive salary schedule. The purpose of the grants is to enhance the ability of the affected employee(s) to carry out their responsibilities in a manner that will improve the effectiveness, efficiency, and quality of the Broward County Public Schools.

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1. The Superintendent/designee shall develop and submit for Board approval the criteria and categories for the awards. The awards may be granted and paid for attendance at workshops, seminars, institutes, or to hire consultants to be used in countywide workshops. Awards may also be granted to affected administrators for the purpose of visiting outstanding programs in other school districts which would benefit the operation of the Broward County Public Schools.

2. The Superintendent/designee shall establish a committee to advise him/her on categories and criteria and to process grant applications. The Superintendent/designee shall appoint all committee members. A representative of the BTU-TSP will be appointed as a member to the committee.

3. Affected employees shall submit application forms by predetermined dates as established by the Superintendent/designee for the first and second semesters of each school year.
4. The Board will determine on an annual basis the funding level of the grant program.
5. The time period an employee is away from the district completing his/her grant work shall not be considered a break in service and shall count as regular service for the purpose of retirement, vacation and sick leave accrual, etc.

D. **Professional Leave Without Pay:** Professional Leave for employees may be approved to pursue professional growth activities that will be beneficial to the Broward County Public Schools. Such leave shall be provided one time only for full-time bargaining unit personnel who are in an active pay status (not on leave) with an acceptable performance evaluation for the preceding school year and a minimum of seven years of full-time Broward County Public Schools experience including three years of experience in a professional or technical position.

Professional leave recipients shall continue to receive Board paid insurance benefits for one year.

Employees returning from Professional Leave will be assigned to a position as determined by the Superintendent/designee or placed on a recall list if no position is available.

E. **Longer Workdays:** Employees whose workday is regularly scheduled for more than 7.5 hours per day shall accumulate a day of sick leave and vacation leave equal to the number of hours in their regularly scheduled work day. For these employees, the balance for their leaves shall be reduced by same number of hours for each day used.

F. **Union Leave:** The president and vice president of the BTU-TSP, the president of the state affiliate, and the executive officers of the national affiliate shall be granted Union leave for their respective term of office. Also, a bargaining unit member who is hired by the BTU-TSP as a fulltime staff representative is eligible for a temporary duty leave for a period not to exceed four (4) fiscal years provided that the leave coincides with the beginning and ending of a school year.

G. **Leave of Absence – Employees Elected to a Public State or National Elected Office:** A permanent employee elected to serve in a public office

will receive professional leave with pay when attending official meetings of the affected public body.

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1. The affected employee must submit a written leave request and attach proof that they have been elected to the specific public office.
2. The Superintendent/designee may temporarily assign the affected employee in order to maintain a quality level of service to the district.
3. This article is only for elected public office and does not cover clubs, professional organizations, etc.
4. This article shall also apply to an employee who is appointed by the Governor/Legislature to complete the term of office of a state/national elected public office.

H. **Accrual:** During leaves of absence with pay, a bargaining unit member shall continue to earn annual leave days except in the case of annual leave granted in conjunction with resignation or termination of employment. In such cases, terminal vacation leave for which an employee is paid upon termination shall not be used for accrual of additional leave days.

I. **Family Medical Leave:** The Board will provide family and medical leave to qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The rules listed below generally outline the procedures for carrying out said leaves. The Board authorizes the Superintendent/designee to create and carry out all procedures necessary to implement this policy regarding the Family and Medical Leave Act.

1. A leave of absence under this policy shall be granted for a total of twelve (12) workweeks during any school year (July-June) for one of the following reasons.
 - a. Birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b. Placement of a son or daughter with the employee for adoption or foster care.

- c. Care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - d. A serious health condition that makes the employee unable to perform the functions of the position of such employee.
- 2. For purposes of this policy, an “eligible employee” means an employee who has been employed:
 - a. for at least twelve (12) months by the Board; and
 - b. for at least 1,250 hours of service with the Board in the twelve-(12) month period immediately preceding the commencement of the leave.
- 3. If both a husband and wife are employed by the board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks for:
 - a. birth of a child or placement of a child for adoption or foster care.
 - b. care for a sick parent(s)
- 4. Employees who are on a leave granted under this policy who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain this coverage for the duration of such leave. Employees who paid for dependent insurance and other types of board offered insurance coverage must make arrangements before going on leave to make direct premium payments to the Board while on leave.
- 5. Employees who wish to take family leave as outlined in rule number one, subsections (a) and (b) above, must provide the employer with not less than thirty (30) calendar days written notice, before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) calendar days, the employee shall provide such notice soon as is practicable.
- 6. Employees who wish to take medical leave as outlined in rule number one, subsections (c) and (d) above, shall provide the Board with thirty (30) calendar days notice, except that if the date of the treatment requires leave to begin in less than thirty (30) days,

the employee shall provide such notice as is practicable. Employees shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer.

7. Family Leave as outlined in rule number one (1) above, subsections (a) and (b) above shall not be taken intermittently. Employees cannot take leave in separate blocks of time or work on a reduced schedule during twelve (12) weeks of leave. The affected employee can take the desired leave time once only during the twelve-(12) weeks of leave.
8. Medical Leave as outlined in rule number one (1) above, subsections (c) and (d) may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent/ designee may place the employee in an alternative position, which better accommodates intermittent leave.
9. Leave under the Family & Medical Leave Act is intended to provide assistance to employees who do not have other leaves available. Therefore, pursuant to the authority granted under said law, employees wishing to take family or medical leave must first use the following leaves:
 - a. Employees must substitute any accrued paid vacation and personal reasons leave for family leave provided for in rule number one, subsections (a) above for any part of the twelve (12) week leave period.
 - b. Employees must substitute any accrued paid vacation, personal reasons leave, sick leave, paid medical leave, disability leave and workers compensation leave for medical leave as described in rule number one (1), subsection (c) and (d) above. (NOTE: employees who do not qualify for disability or workers compensation may qualify for medical leave if they meet the certification requirement listed in rule number fourteen (14) below.)
 - c. The Board will not count paid leave which was not for a family or medical purpose against the employees' FMLA twelve (12) week leave entitlement.

10. The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent/designee and the completed form must be returned within a time frame determined by the Superintendent/designee.
 11. Upon return from a FMLA leave, the affected employee is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.
 12. The Board authorizes the Superintendent/designee to develop and implement procedures to carry out this policy, the FMLA and applicable U.S. Department of Labor Regulations.
- J. **Illness In Line of Duty:** Any permanent bargaining unit employee shall be entitled to illness-in-line-of-duty leave with pay when the employee has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted at work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative. Each employee shall be entitled to at least ten (10) days of such leave, but additional leave days may be granted by the Board. Any employee absent on such leave shall reimburse the Board for any Workers Compensation payments received for the period. Paid holidays occurring during such leave shall not be included in the computation of the number of days with respect to which leave is applicable. A substantiating statement by a physician and a corroborating statement by the administrator shall be required prior to approval of said leave, except that the corroborating statement of the administrator may be subject to the grievance procedure.
1. A unit employee shall be entitled to illness-in-line-of-duty leave when absent from their duties because of illness from any contagious or infectious disease contracted in the course of their employment.
 2. Contagious or infectious disease as heretofore described shall include but not limited to children diseases (measles, chicken pox, diphtheria, rubella), typhoid, meningitis, tuberculosis, hepatitis, mononucleosis, ringworm, head lice, when substantial proof is provided by a qualified physician and a corroborating statement of the immediate supervisor showing that such illness resulted from contact with students or other employees.

3. The employee's identity shall remain confidential, except as required by law.
4. The Superintendent/designee may, when deemed in the best interest of the school system, involuntarily transfer employees with contagious or infectious diseases. Before an employee is involuntarily transferred, a conference shall be held with the departmental supervisor or his/her designee or appropriate bureau/office head, except where such transfers are a result of a legal order.

K. Military Leave

Leave for military duty shall be granted in accordance with Florida Statutes and such rules and regulations pertaining thereto as shall be approved by the board.

Short Term Duty With Pay

Any individual employed by the Broward County Public Schools who is a member of the United States Military Reserve or the National Guard shall be entitled to leave of absence from his/her respective duties without loss of pay when he/she is ordered to active duty by the appropriate unit, provided:

1. Leaves granted shall be a matter of legal right and shall not exceed seventeen (17) days in any calendar year. However, the Board may grant a fully paid leave of absence for up to thirty (30) days of active military leave.
2. Notwithstanding the thirty (30) day leave limitation contained in rule #1 above, the Board shall grant additional leave for the duration of the employee's active military service. Such leave shall normally be without pay. However, the Board may supplement the military pay of its employees who are reservists called to active military service in an amount necessary to bring their total salary, inclusive of their base military pay, to the level earned at the time they were called to active military duty. For purposes of this section, "total salary" shall be defined as the employee's main job with the Board, exclusive of all supplements and other extra jobs that the employee may have with the Board.

3. Personnel required to report for physical examinations in connection with the Selective Service law shall be paid for the time required for this obligation.
 4. Upon completion of such military duty, the individual shall be re-employed in compliance with state and federal laws.
- L. **Hardship Leave:** A unit employee eligible for sick leave may receive hardship leave time for his/her own illness up to a maximum of thirty (30) additional working days for the same illness per fiscal year, provided that:
1. Documentary evidence is presented by a Board approved physician to the Board proving that this particular illness necessitated confinement, either at home or hospital, which prevented the employee from reporting to work. The employee must be confined for ten (10) consecutive working days or more, without available sick leave, in order to receive this benefit.
 2. The word “confinement” means medical restriction requiring isolation from the work place, not physical enclosure.
 3. The time granted for hardship will be on the basis of one day for each two days of confinement (thirty (30) working days is the maximum allowed any fiscal year for any and all hardship leave).
 4. Hardship leave may be granted to an employee while on leave from the Board if illness is the same one for which he/she was granted a leave of absence.
 5. Application for hardship leave must be submitted to immediate supervisor no later than one year after the conclusion of the confinement period.
- M. **Personal Leave:** The Board may grant personal leave without pay to any employee for justifiable reasons and for a period of time and subject to such conditions as it may determine appropriate.
1. Any bargaining unit employee who has been employed for three (3) or more years may request a Personal Leave for a period not to exceed one (1) year. If the Board grants such leave to any bargaining unit employee with one year of service but less than three (3) years’ service, the Board shall not assume any obligation to reemploy the individual to whom such leave has been granted.

2. An employee on Personal Leave must notify, in writing, Leaves Department as to his/her intentions regarding employment for the following fiscal year. This must be done no later than March 1 of the fiscal year in which he/she is on leave. Failure to do so shall relieve the Board of any responsibility or contractual obligations.
3. Board action shall not be required when requesting vacation for a short period (2-3 days). A request for Personal Leave Form must be filed with the Division of Human Resources & Equity.
4. While on personal leave, employees who elect to maintain insurance benefits coverage are responsible for contacting the Division of Human Resources & Equity.

N. **Parental/Maternity Leave:** A unit employee shall be granted a parental leave of absence without pay for up to one year for the purpose of childbearing and/or parenting as follows:

1. A unit employee who is pregnant shall be entitled upon request to a leave to begin at any time between the commencement of her pregnancy and one-year after a child is born to her.
 - a. The employee shall notify her immediate supervisor, in writing, of her desire to take such leave and, except in a case of emergency, shall give such notice at least thirty (30) calendar days prior to the date on which her leave is to begin. She shall include with such notice either a health care provider's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
 - b. An employee who is pregnant may continue active employment as late in her pregnancy as she desires provided she is able to properly perform her required functions as certified by a qualified physician.
2. A male employee shall notify his supervisor, in writing, of his desire to take parental leave to begin at any time between the birth of his child, and one-year thereafter. Except in cases of emergency, such notice is to be given at least thirty (30) days prior to the day on which the leave is to begin.
3. A unit employee adopting an infant child (i.e., one year of age or less) shall be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said

infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirement of adoption.

4. A unit employee on parental leave may elect to use any accrued vacation (annual leave), personal leave with pay, and/or sick leave before entering leave-without-pay status.
 5. The Board will continue appropriate contributions to the IRS Section 125 Cafeteria Plan. The employee may continue to make contributions to those compensation or employment benefit plans, which permit continuation of such contributions.
 6. Failure of a bargaining unit member to respond to the official Personnel Management and Service's Letter of Intent or failure to return to work immediately following the expiration of leave shall constitute willful neglect of duty which shall subject the employee to termination.
- O. **Sick Leave:** A full-time employee who is unable to perform his/her duty because of illness, or because of illness or death of father, mother, sister, brother, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent/designee in writing by him/her to do so. The following provisions shall govern sick leave:
1. **Accrual:** Each employee on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. When an employee uses a sick leave day, it shall be paid at the affected employee's daily rate of pay at the time the day is utilized. Also, when an employee uses a sick leave day, those days are earned at a lower rate of pay and shall be deducted before sick days having a higher value. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue, except that at least one half of this cumulative leave must be established within the district.

2. **Sick leave accumulated in another Florida district or districts:**
By an employee shall be accrued to the employee at a rate equal to the number of sick leave days allowed the employee during each year of employment in this district until such time as all sick leave accumulated in other Florida districts has been transferred to the district.

Such transferred sick leave days shall be in addition to sick leave days to which the employee is entitled from this school district.

- a. An employee absent on sick leave, which has been approved by the appropriate administrator, shall receive full compensation for the duration of the leave granted, provided claim for such compensation, on forms to be supplied by the Superintendent/designee shall have been filed by the end of the work month in which the absence occurs. Any employee who finds it necessary to be absent from his/her duties because of illness shall notify his/her immediate supervisor, if possible, before the beginning of the workday on which he/she must be absent, or during that day except for emergency reasons recognized by the School Board as valid. When requested by the Superintendent/designee, the employee will be required to submit a certificate of illness from a licensed physician or from the county health officer.
- b. The computation of sick leave for employees who have been transferred from temporary to permanent status shall begin at the date of permanent employment.
- c. Permanent, part-time employees shall earn sick leave on a pro-rata basis. In order to receive a full day of sick leave credit for the month, the employment period must have begun on or before the 15th of the month. Employees who commence work after the 15th of the month shall earn a prorated share of sick leave for the month. However, each eligible employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment in the affected employee's assigned work calendar. If the employee terminates his/her employment and has not accrued the four (4) sick days available to him/her, the School Board shall withhold the average daily amount for the sick days utilized but unearned by the employee.

- d. Upon proper application, an employee, who has been employed continuously for three (3) or more years, may be granted temporary leave of absence for extended illness, without pay, such leave not to exceed one (1) year. Upon return to duty following such absence, the employee shall be employed in the same or similar position. The Board assumes no obligation for reassignment at times other than the beginning of a school or fiscal year, depending on the position previously held.
 - e. Leave granted for extended illness requires semi-annual medical statements (July and January) verifying the illness or situation of the individual involved.
3. **Use of Sick Leave:** An employee shall have the right to use sick leave in hourly increments, for the purpose of medical or dental appointments.

If an immediate supervisor suspects an abuse of sick leave, he or she shall first investigate the matter and discuss the findings with the affected employee.

An abuse of sick leave is defined as a pattern or series of absences, which occur over an extended period of time, and on a regular and predictable basis and without adequate justification. For example a regular and predictable basis would be: sick leave being used as soon as earned; absence on only Mondays or Fridays; absences occurring on the days before or after a holiday period; absences occurring on the day after a payday on a regular basis.

If the investigation sustains that a documented pattern of abuse does exist the employee may be subject to disciplinary action.

- P. **Personal Reasons Leave:** Employees shall be granted up to six (6) days in each fiscal year for personal reasons. When used, these days shall be charged to available sick leave. Leave for personal reasons shall not be cumulative. Employees shall not be required to give reasons for these days, except that the leave is for “personal reasons”. Such leave must be requested in writing twenty-four (24) hours in advance of the day the employee wishes to take off, except in unusual circumstances.
- Q. **Continuing Insurance Coverage While on Leave:** Any employee granted a Board-approved leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in school programs and, with

the approval of the retirement system, continue participation in the retirement system during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a substitute teacher in the district while on leave.

R. **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.

S. **Donation of Sick Leave to a Qualified Family Member:** 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:

1. Qualified family member is defined as a spouse, child, parent or sibling.
2. Days/time may not be donated until such time as the recipient has depleted his/her own sick leave and vacation accrual, excluding sick leave from a sick leave pool in which he/she is a participant.
3. Employees shall comply with procedures contained in Board policy for the donation of sick leave to a family member regarding the exchange of sick leave, the uses and purposes of the leave, the calculation of payments, notification requirements, and other matters not covered in this section.
4. This section shall not continue in force if the authority under Florida Statute is repealed or expires.

T. **Terminal Pay:** Any employee at normal retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay. Such terminal pay shall not exceed an amount determined as follows:

1. During the first three (3) years of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.

2. During the fourth (4th) through sixth (6th) years of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave is earned times 40 percent times the number of days of accumulated sick leave earned after July 1, 1994.
3. During the seventh (7th) through ninth (9th) years of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave is earned times 45 percent times the number of days of accumulated sick leave earned after July 1, 1994.
4. During the tenth (10th) through the twelfth (12th) year of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days held on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave is earned times 50 percent times the number of days of accumulated sick leave earned after July 1, 1994.
5. During and after the thirteenth (13th) year of service:
 - a. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.
 - b. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned.
6. 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.

The employee must qualify for “normal retirement” which under this policy shall mean retirement under plan A, B, C, D, E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

*Note: “At the time sick leave is earned” shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

U. Declared Emergency Paid Leave:

1. A declared emergency is defined as one declared by federal, state, or local officials.
2. Employees may receive Declared Emergency Paid Leave when one or more of the following conditions exist:
 - a. The Superintendent or designee is authorized to declare that an emergency event exists for which said leave is available.
 - b. The employee is unable to return to work due to required evacuation.
 - c. The employee sustains personal injury or significant damage to their personal residence.
 - d. The employee is needed to assist a family member with a storm related health emergency.
 - e. The employee is required to participate in relief efforts.
 - f. The employee’s personal involvement is required for other emergency related circumstances.
3. Requests for leave must be recommended by the authorized supervisor for approval by the Superintendent or designee.
4. The employee is required to provide documentation of the condition(s) in subsection 1 above for which leave is requested.

5. Declared Emergency Paid Leave shall not exceed ten (10) days per declared emergency event unless authorized by the Superintendent.
6. Declared Emergency Paid Leave shall not be deducted from the employee's accrued leave.

V. BEREAVEMENT LEAVE (SICK LEAVE)

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

1. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.
2. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.
3. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant and any other relative residing in the employee's household. Proof of relationship to the deceased may be required.
4. The Board may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.
5. Bereavement leave as outlined above shall not count against the employee's attendance for sick leave buy back and/or good attendance purposes. Nothing in this section shall be construed to limit an employee's right to sick leave under provisions of Section O above.

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

1. 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.
 - a. 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.
 - b. 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.
 - c. For purposes of this section, sick leave shall be defined pursuant to all sections of F.S.1012.61.
 - d. Days for which such award payment is received shall be deducted from the accumulated leave balance.
 - e. Payment shall be equal to the number of eligible days times the affected employees daily rate of base pay times eighty percent (80%).

**ARTICLE SIXTEEN
EMPLOYEE ASSISTANCE PROGRAM**

The School Board recognizes that a wide range of problems not directly associated with an employee's job function can have an effect on an employee's job performance. In most instances, the employee will overcome such personal problems independently and the effect on the job performance will be negligible. In other instances, normal supervisory assistance will serve either as motivation or guidance by which such problems can be resolved so the employee's job performance will return to an acceptable level. In some cases, however, neither the efforts of the employee nor supervisor have the desired effect of resolving the employee's problems and unsatisfactory job performance persists over a period of time, either constantly or intermittently.

The Employee Assistance Program is intended to help employees who are suffering from persistent problems, which may tend to jeopardize an employee's health and continued employment. The School Board shall not assume any financial responsibility for treatment of employees in the program.

Objectives:

1. To assist and advise employees who develop behavioral/medical problems in an effort to prevent their condition from progressing to a degree at which they cannot work effectively.
2. To identify, develop, promote and promulgate sound physical and medical health prevention programs in areas such as stress management, professional fatigue and employee fitness program.
3. To encourage use of the program through assurance of confidentiality except as required by law.

ARTICLE SEVENTEEN
PERFORMANCE PLANNING AND APPRAISAL SYSTEM

A. Scope and Purpose: This Section sets forth the rules, regulations, and procedures for the establishment, maintenance, and administration of the performance planning and appraisal system applicable to employees represented by the Broward Teachers Union-Technical Support Professionals (BTU-TSP). Performance planning and appraisal is a systematic approach and process which is designed to achieve the following:

1. Document competencies and skills necessary for success in the employee's position.
2. Facilitate employee understanding of job responsibilities and expectations, priorities, and criteria used to evaluate performance.
3. Establish means to facilitate a comprehensive performance appraisal system and establish procedures for the collection, retrieval and use of data to provide feedback to an individual, a team and the system.
4. Stimulate improved job performance by clarifying position-specific performance expectations.
5. Develop the employee's effectiveness through emphasis on feedback, coaching, and professional development activities.

B. Participant Status:

1. Entry Level: this category includes employees in their first year of service in any new position, including lateral transfers.
2. Professional: this category includes all employees with more than one year of experience in their current assignment.

C. Committee for Continued Development: The parties agree to form a committee to review the application of procedures and to develop appropriate criteria in each category of employees represented by BTU-TSP. The President of BTU-TSP and the Superintendent shall each appoint members to the committee. The committee shall make recommendations to the President of BTU-TSP and the Superintendent within an agreed upon period of time.

D. **Procedural Steps**

1. **Orientation (First Quarter):** Orientation shall take place during the first quarter of the year (August, September, October) or within three (3) weeks of hire or appointment to a new position. The supervisor shall orient the employee to the evaluation criteria, process and instrument to foster an understanding of the basis and procedures for appraisal. The supervisor shall review with employees, either individually or as a group, the evaluation system's rating scale and categories, the district's Strategic Plan, department improvement plans and customer surveys. The supervisor shall discuss the uniqueness of an employee's work and provide written job performance expectations for it. This supervisor shall identify training, coaching, and mentoring resources and facilitate those resources needed by the employee.
2. **Goal Setting (First Quarter):** Goal setting shall take place during the first quarter of the year or within three (3) weeks of hire or appointment to a new administrative position. The appraiser shall discuss available data with the employee regarding customer surveys, facility audits, etc. The appraiser shall provide the employee with strategic goals tied to a departmental strategic plan or request the employee to submit a minimum of three (3) Key Goals to the appraiser linked to targets specific to the employee's job. Based on a review of the data, Key Goals will be collaboratively agreed upon. If agreement cannot be reached, the appraiser's supervisor shall establish the employee's Key Goals. The appraiser shall inform the employee how and when these goals will be rated.
3. **Optional Mid-Year appraisal (Second Quarter):** A mid-year appraisal may take place during the second quarter of the year (November, December, January) or within three months of the completion of goal setting for a newly hired or appointed employee. Specific performance criteria for a category rated as less than "Effective" must be identified in writing on a Performance Improvement Plan (PIP) if the overall rating is "Ineffective". A mid-year appraisal with an overall rating of "less than effective" and an accompanying PIP must be completed no later than January 31. The appraiser shall review but not rate the employee's key goals.
4. **Final Appraisal (Fourth Quarter):** A final appraisal using the current system evaluation instrument shall be conducted during the fourth quarter (April, May, June) and submitted to Supervisor, Personnel Records. A final appraisal with an overall rating of less

than “Effective” along with a copy of the PIP must be submitted to the Associate Superintendent, Human Resources no later than April 30 if an individual is being recommended for non-reappointment. Specific performance criteria for a category rated less than “Effective” must be identified in writing on a PIP. The achievement of Key/Strategic Goals is also assessed.

5. **Conferences (Ongoing):** Required conferences are held first quarter for orientation, fourth quarter for the final evaluation, and any time an interim evaluation is completed. Third quarter feedback conferences are strongly encouraged for Entry Level employees. Conferences provide for a review of data to determine the progress of performance, to adjust individual Key/Strategic Goals, and to identify and facilitate training, coaching, mentoring and resource needs. Development feedback may take place at anytime during the year but must be included in all evaluation conferences. Developmental feedback focuses on specific performance behavior and expectations. Feedback conferences for employees whose performance is ineffective must be conducted individually.
- E. **Failure to Meet Job Standards:** For an employee to receive an overall rating of Ineffective that reflects his/her failure to meet job standards, the assessment instrument must provide the reasons and supporting documentation. Whenever an employee is so rated, a PIP must be developed.
- F. **Performing Improvement Plan (PIP)**
1. **Noting Deficiencies:** The appraiser shall outline deficiencies and offer assistance to an employee prior to placement on a PIP.
 2. **Deficiencies Continue:** If deficiencies continue after being noted by the appraiser and shared with the employee, the appraiser shall conduct an appraisal and develop a PIP if two or more categories are rated as not meeting job standards. The employee will be notified of performance deficiencies in writing on the appraisal form. This action may take place at any time. If only one category is rated as Ineffective, the overall rating will be Effective and written documentation and recommended strategies for improvement must be attached to the instrument.
 3. **Development of the PIP:** Categories rated as less than “effective” must be identified on the PIP. The PIP must provide written strategies for improvement that may include staff development

activities. Appropriate activities/tasks for improvement along with a timeline for their completion will be developed collaboratively between the appraiser and employee, and must include input from HRD, Professional Standards and/or Human Resources. The PIP must identify a date within three months when the PIP and progress made will be reviewed. Consequences for failure to correct the identified deficiencies must be indicated in writing on the PIP.

4. **Feedback:** An employee with a PIP will be afforded developmental feedback regularly as determined by the appraiser and apprised of progress achieved and noted on the PIP.
5. **PIP Close Out:** At the conclusion of the period of time listed on the PIP for correcting the performance deficiencies, the appraiser will notify the employee in writing as to whether or not the performance deficiencies have been corrected. An employee's final appraisal may be given overall rating of less than "effective" if said deficiencies are not corrected. In such case, the appraiser must, prior to the final evaluation conference, meet with the appropriate Director, Area Superintendent, and/or Deputy /Associate Superintendent and the Superintendent to discuss the related documentation, the affected individual's PIP, and final appraisal prior to making a recommendation for the subsequent school year's renewal/reappointment. The appropriate Area or Deputy/Associate Superintendent shall meet with an employee with a PIP at any time during the evaluation process to discuss said evaluation if requested to do so. The employee may file a grievance and/or attach a statement to the appraisal with ten (10) days of its completion. The evaluation form, documentation and PIP must be submitted to the Associate Superintendent, Human Resources by April 30 for an end-of-year appraisal, which results in recommendation for non-renewal/non-reappointment.

**ARTICLE EIGHTEEN
MISCELLANEOUS**

- A. **Contracting Out:** The Board agrees to notify BTU-TSP informally as soon as possible and formally, no later than thirty (30) days before approval of a request to contract out, except that notification shall not be necessary if the Board contracts out on a short-term basis of specific duration in order to provide supplemental resources not available through the use of current employees. The Board shall provide such notification to BTU-TSP of the extension or renewal of existing agreements and of investigations by management to contract out bargaining unit work for the purpose of meeting the District's economic needs. Notification shall include the anticipated economic impact on the District and the impact on bargaining unit members. BTU-TSP shall be given an opportunity to meet with appropriate management personnel to explore ways to lessen the impact on bargaining unit members.

The Board recognizes the integrity of the bargaining unit and BTU-TSP's obligation to preserve regular unit employee's jobs who are presently employed. The Board reserves the right to contract out bargaining unit work as long as it is not for the sole purpose of eroding the bargaining unit.

- B. **Calendar:** The Board agrees to consult with the BTU-TSP President or his/her designee, prior to adoption of the school year calendar, for the purpose of giving input from employees.
- C. **Liability Protection:** The Board shall provide comprehensive liability coverage for the Board, individual members of the Board, and all employees. This coverage shall provide for legal counsel to defend those covered in any suit brought against them even if any of the allegations of the suit are groundless, false or fraudulent, provided the employee was acting within the scope of his/her duties. Further, if a judgment should be rendered against the Board, Board members or employees of the Board as a result of any suit, the general liability carrier shall discharge such obligations up to the limits of the coverage. Only compensatory damages (actual damages for medical expenses, hospital expenses, loss of service, pain and suffering, etc.) not punitive damages (willful and negligent damages) shall be covered under this provision.
- D. The parties agree to editorially change all references to reflect BTU-TSP and steward nomenclatures.

E. **Job Descriptions**

1. **Changes in Job Descriptions:** Whenever there is a proposed change in the job description or title of a classification within this bargaining unit, the Board shall discuss with BTU-TSP the proposed change in job descriptions and/or job families prior to approval of the change. The BTU-TSP shall receive a copy of the current job description and the proposed job description. When changes result in a request for a reclassification, the parties agree to negotiate the impact the changes may have with respect to wages. The parties agree to be guided by the point factor analysis appropriate to the relative scale of values set up in a classification.
2. **Reclassification:** For the purpose of this section, a reclassification shall be defined as a change in any one or more of the following: job titles, responsibilities (including supervision), minimum qualifications, or the need to establish or maintain internal/external pay equity. Minimal changes in job titles, responsibilities, or minimum qualifications shall not result in a requirement to advertise and may or may not result in a higher step or pay grade. A reclassification shall not be used to recognize superior performance by an employee.
3. **Variations:** The parties agree that the Board may assign employee tasks and duties which involve minor and occasional variation from the present job description as long as the tasks and duties assigned fall within the skills, qualifications, and other factors common to the classification.
4. **Changes in Reporting Structures:** Whenever there is a proposed change in the reporting structure for a classification within this bargaining unit, BTU-TSP shall be informed prior to its implementation.
5. **New Job Descriptions:** When new job descriptions are proposed for positions that will be paid on the ASPT salary schedule, the proposed job description shall be provided to BTU-TSP prior to its approval. If a new job description is a successor title to a job description covered by this Agreement with no substantial change in duties, the new job description shall automatically become a classification included in this Agreement.

If a new classification contains a significant part of the work now done by any classification in this bargaining unit or shares a community of interest with classifications in the bargaining unit,

the BTU-TSP may notify the Board that it believes the classification should be in the bargaining unit. The parties shall meet to agree upon its inclusion in or exclusion from this bargaining unit based upon an examination of the duties assigned and the community of interest with other employees. If the parties are not in agreement, the inclusion of bargaining unit position shall be in accordance with PERC regulation and shall not be subject to the grievance procedure. If the parties agree to include the classification in this bargaining unit, then the parties shall agree upon the proper pay grade placement of the classification and job family placement.

**ARTICLE NINETEEN
NO STRIKE/NO LOCKOUT**

- A. The BTU-TSP, its officers, agents, representatives and employees agree that will not strike, as defined by the Public Employees Relations Act and agree not to participate in a strike against the Board by inciting or supporting, in any positive manner, a strike. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.
- B. The Board agrees that it will not authorize, cause, or engage in any lockout of employees unless a lockout should become necessary for the protection of the employer's property.

**ARTICLE TWENTY
TERM OF AGREEMENT
FORM, EFFECT AND DURATION**

- A. This Agreement shall be effective July 1, 2015 and shall remain in effect through June 30, 2018.
- ~~B. Re-openers: For the 2017-2018 school years of this contract, either party is entitled to reopen the contract for the purpose of negotiating Article 14(B), salaries and insurance. Additionally, each party may select up to three (3) additional articles each to negotiate. Negotiations to resolve said items may commence any time after May 1st of each year.~~
- CB. Commencement of Negotiations: No later than May 1, ~~2017~~ 2018 either party may require, by written notice to the other, the commencement of negotiations for a successor agreement.
- DC. All conditions and benefits of employment shall be maintained during the term of this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that this Article shall not apply in regard to changes which are expressly provided for in this Agreement or result from the implementation of any procedure expressly set for in this Agreement. If a conflict occurs between existing School Board policy and this Agreement, the provisions of this Agreement shall supersede those of School Board policy.
- ED. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Dated this _____ day of _____, _____.

President and Chief Negotiator,
Broward Teachers Union

Superintendent, The School Board
of Broward County, Florida

Vice President and Chief Negotiator,
Matthew Decker

Chair

Chief Negotiator, Linda Gonzalez

Chief Negotiator, Dorothy Davis

APPENDIX A**BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL
“Supervisory Unit”**

CLASS TITLE	PAY GRADE	
Accountant IV (except benefits)	25	Supervisory
Accountant V	27	Supervisory
Capital Budget Analyst V	27	Supervisory
Capital Network System Administrator	27	Supervisory
Clinical Nursing Supervisor	25	Supervisory
Coordinator, Dropout Prevention and alternative Ed.	27	Supervisory
Coordinator, FTE	27	Supervisory
Facility Project Manager	26	Supervisory
Manager, Facilities Project (Portables)	26	Supervisory
Manager I, Customer Support Services	27	Supervisory
Manager I, Geographic Information System	27	Supervisory
Manager I, Planning Real State & Environmental Perm.	27	Supervisory
Manager I Systems & Procedures (Transportation Services)	27	Supervisory
Manager II, Broadcast & Schools Engineer	28	Supervisory
Manager II, Production	26	Supervisory
Operations, Supervisor	24	Supervisory
Personnel Administrator I (Instructional staffing and Staffing/VTAE)	20	Supervisory
Personnel Administrator II (Instructional staffing and Staffing/VTAE)	22	Supervisory
Personnel Administrator III (Instructional staffing and Staffing/VTAE)	23	Supervisory
Personnel Administrator III (Instructional staffing)	23	Supervisory
Personnel Administrator III (personnel data and records control)	23	Supervisory
Property Coordinator	26	Supervisory
Purchasing Agent V	27	Supervisory
Senior Supervisor, Building inspector	27	Supervisory
Senior, Architect	27	Supervisory
Senior Facility/Project Manager	27	Supervisory
Supervisor II, Transportation Terminal	23	Supervisory
Supervisor II, Computer Operations	23	Supervisory
Supervisor I, Workload Systems	26	Supervisory
Supervisor, Records Retention	22	Supervisory
Supervisor, ITV Art/Graphics	26	Supervisory
Systems Analyst (William Hennessey)	27	Supervisory
Training Analyst	25	Supervisory
Training Analyst, Management skills/development	25	Supervisory

**BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL
“Non-Supervisory Unit”**

CLASS TITLE	PAY GRADE	UNIT
Accountant I	20	N-Supervisory
Accountant II	22	N-Supervisory
Accountant III	23	N-Supervisory
Architect IV	25	N-Supervisory
Architect V	26	N-Supervisory
Area/Board Liaison Specialist	27	N-Supervisory
Area Business Analyst	26	N-Supervisory
Area Supervisor I, Maintenance	25	N-Supervisory
Assistant Area Supervisor Maintenance	23	N-Supervisory
Art/Graphics Specialist	19	N-Supervisory
Budget Analyst I	20	N-Supervisory
Budget Analyst II	22	N-Supervisory
Budget Analyst III	23	N-Supervisory
Building Control Specialist IV	25	N-Supervisory
Building (trade) Inspector	25	N-Supervisory
Building Inspector	25	N-Supervisory
Capital Budget Analyst III	23	N-Supervisory
Capital Budget Analyst IV	25	N-Supervisory
Capital Network System Coordinator	26	N-Supervisory
Capital Payments Review Supervisor	27	N-Supervisory
Capital Project Planner	27	N-Supervisory
Community Service Specialist I	18	N-Supervisory
Community Service Specialist II	16	N-Supervisory
Computed Aided Drafting (CAD) Draftperson D	21	N-Supervisory
Computer Aided Drafting (CAD) Draftperson E	20	N-Supervisory
Construction Field Manager	25	N-Supervisory
Coordinator I Partnerships & Parent Involvement	27	N-Supervisory
Coordinator II, Loss Prevention/Safety	25	N-Supervisory
Coordinator, Planning Spec. & Prop. Assignmt.	27	N-Supervisory
Coordinator, Telecom, Wiring & Installation	25	N-Supervisory
Coordinator, Diversity & Cultural Outreach	27	N-Supervisory
Cost Accountant	24	N-Supervisory
Courts Liaison	25	N-Supervisory
Curator, Old Dillard Museum	25	N-Supervisory
Customer Service Analyst I	20	N-Supervisory
Customer Service Analyst II	22	N-Supervisory
Customer Service Analyst III	24	N-Supervisory
Customer Service Analyst	24	N-Supervisory
Database Researcher IV	24	N-Supervisory
Database Researcher	21	N-Supervisory

**BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL
“Non-Supervisory Unit”**

CLASS TITLE	PAY GRADE	UNIT
Designer I, Architectural	20	N-Supervisory
Designer III, Architectural	23	N-Supervisory
Designer III, Engineering	23	N-Supervisory
District Networking, Coordinator	27	N-Supervisory
Document Specialist	14	N-Supervisory
Educational Specialist I/ESOL/foreign language	25	N-Supervisory
Facilities Engineer IV	25	N-Supervisory
Facilities Manager, Maintenance	26	N-Supervisory
Financial System Integrator	24	N-Supervisory
Furniture and Equipment Coordinator	25	N-Supervisory
Gang Liaison	25	N-Supervisory
Gang Prevention Coordinator	25	N-Supervisory
General Education Development Tester	23	N-Supervisory
Internal Accounts Instructor	22	N-Supervisory
Licensed Practical Nurse I	14	N-Supervisory
Licensed Practical Nurse II	14	N-Supervisory
Local Area Network Coordinator	26	N-Supervisory
Magnet Communications/Broadcast Arts Engineer	22	N-Supervisory
Manager I, Quality Assurance Services	27	N-Supervisory
Manager I, Systems and Procedures (treasury department)	27	N-Supervisory
Minority/Women Business Enterprise Specialist I	20	N-Supervisory
Minority/Women Business Enterprise Specialist II	22	N-Supervisory
Minority/Women Business Enterprise Specialist III	23	N-Supervisory
Minority/Women Business Enterprise Contract Ad. I	20	N-Supervisory
Minority/Women Business Enterprise Contract Ad. II	22	N-Supervisory
Minority/Women Business Enterprise Contract Ad. III	23	N-Supervisory
Network Analyst III	21	N-Supervisory
Network Analyst IV	23	N-Supervisory
Occupational Therapy Assistant	17	N-Supervisory
Personnel Administrator I (certification & incentive)	23	N-Supervisory
Personnel Administrator II (certification & incentive)	22	N-Supervisory

**BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL
“Non-Supervisory Unit”**

CLASS TITLE	PAY GRADE	UNIT
Personnel Administrator III (certification & incentive)	23	N-Supervisory
Personnel Specialist Instructor I	18	N-Supervisory
Personnel Specialist Instructor II	20	N-Supervisory
Personnel Specialist Instructor III	22	N-Supervisory
Physical Therapy Assistant	17	N-Supervisory
Planner, Grants	27	N-Supervisory
Planner, School Boundaries & student assignment	25	N-Supervisory
Planning Analyst	23	N-Supervisory
Programmer I	20	N-Supervisory
Programmer II	22	N-Supervisory
Programmer III	23	N-Supervisory
Programmer IV (except Paul Wire)	24	N-Supervisory
Project Manager	25	N-Supervisory
Project Manager (environmental coordination)	26	N-Supervisory
Projects Coordinator, Maintenance	23	N-Supervisory
Purchasing Agent I	20	N-Supervisory
Purchasing Agent II	22	N-Supervisory
Purchasing Agent III / (School Food Service)	23	N-Supervisory
Purchasing Agent III	23	N-Supervisory
Purchasing Agent IV	25	N-Supervisory
Research Specialist	27	N-Supervisory
School Nurse	20	N-Supervisory
Senior Capital Project Planner	26	N-Supervisory
Senior Data Warehouse Analyst	27	N-Supervisory
Senior Document Specialist	16	N-Supervisory
Senior Engineer	27	N-Supervisory
Senior RAD Analyst	27	N-Supervisory
Senior Webmaster/Project Planner	25	N-Supervisory
Shift Supervisor III, Transportation Terminal	20	N-Supervisory
Specialist (ESEA Title I) Basic Parent Involvement Program	25	N-Supervisory
Specialist (ESEA Title I) Basic Schoolwide Project and Program Development	25	N-Supervisory
Specialist (Title I) Non-Public, Neglected and Delinquent	25	N-Supervisory
Specialist (Title I) Secondary	25	N-Supervisory
Specialist, Carl Perkins Curriculum Developer	25	N-Supervisory
Specialist, Community Relations Magnet Programs	25	N-Supervisory
Specialist, Family School Partnership	25	N-Supervisory

**BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL
“Non-Supervisory Unit”**

CLASS TITLE	PAY GRADE	UNIT
Program		
Specialist, Grants	25	N-Supervisory
Specialist, Health Outreach	25	N-Supervisory
Specialist, Media	25	N-Supervisory
Specialist, Parent Involvement	25	N-Supervisory
Specialist, Public Affairs & Community Relations	25	N-Supervisory
Specialist, Testing	25	N-Supervisory
Staff Assistant	23	N-Supervisory
Staff Developer, Transportation Training Operations	20	N-Supervisory
Supervisor I Construction Environmental Coordinator	25	N-Supervisory
Supervisor I, Electrical	25	N-Supervisory
Supervisor I, Electronics	25	N-Supervisory
Supervisor I, Grounds	25	N-Supervisory
Supervisor I, Health, Safety and Sanitation	25	N-Supervisory
Supervisor I, Heating, Ventilating and Air Conditioning	25	N-Supervisory
Supervisor I, Mechanical Equipment	25	N-Supervisory
Supervisor I, Minor Capital Outlay	25	N-Supervisory
Supervisor I, Painting	25	N-Supervisory
Supervisor I, Portables	25	N-Supervisory
Supervisor I, Roofing	25	N-Supervisory
Supervisor I, UBCI Inspector	25	N-Supervisory
Supervisor I, Printing Services	26	N-Supervisory
Supervisor, Training Operations	23	N-Supervisory
Supervisor II, Training Operations	23	N-Supervisory
Supervisor II, Vehicle Maintenance, Parts Room	23	N-Supervisory
Supervisor III, Custodial	20	N-Supervisory
Supervisor III, Custodial (Administrative Site Operations)	20	N-Supervisory
Supervisor III, Exceptional Student Education (ESE) Transportation	20	N-Supervisory
Supervisor III, Office Operations/Data Entry	20	N-Supervisory
Supervisor III, Operations	20	N-Supervisory
Supervisor III, Transportation Operations	20	N-Supervisory
Supervisor III, Transportation Staffing Operations	20	N-Supervisory
Supervisor, Computer Operations	22	N-Supervisory
Supervisor, Purchasing	22	N-Supervisory
Supervisor, Maintenance Stockroom & Warehouse	22	N-Supervisory

**BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONAL
“Non-Supervisory Unit”**

CLASS TITLE	PAY GRADE	UNIT
Supervisor, Volunteer Services	26	N-Supervisory
Systems Analyst I	20	N-Supervisory
Systems Analyst II	22	N-Supervisory
Systems Analyst III	24	N-Supervisory
Systems Analyst IV (except Arlene Barbas)	26	N-Supervisory
Systems Analyst (except William Hennesey)	27	N-Supervisory
Systems Integrator	26	N-Supervisory
Systems Programmer	27	N-Supervisory
Systems Programmer II	24	N-Supervisory
Systems Support Specialist	23	N-Supervisory
Telecommunications Analyst IV	25	N-Supervisory
Textbook Analyst	26	N-Supervisory
Transportation Route Analyst	23	N-Supervisory
Training Specialist, Management Skill/Development	27	N-Supervisory
Treasury Analyst III	23	N-Supervisory
TV Art/Graphic Specialist	19	N-Supervisory
TV Audio Production Specialist	20	N-Supervisory
TV Broadcast Engineer I	20	N-Supervisory
TV Broadcast Engineer II	18	N-Supervisory
TV Broadcast Maintenance Engineer	22	N-Supervisory
TV Producer/Director	22	N-Supervisory
TV Production Assistant	19	N-Supervisory
TV Studio Crew Chief	20	N-Supervisory
TV Studio Technical Advisor	22	N-Supervisory
TV Traffic Specialist	17	N-Supervisory
Wellness Coordinator	24	N-Supervisory
Wide Area Network (WAN) Coordinator	26	N-Supervisory

Grievance # _____

OFFICIAL GRIEVANCE FORM

Name _____

Job Title _____

Work Location _____

Work Address _____

Home Address _____

Home Phone _____

STEP I

A. Date cause of Grievance occurred: _____

B. Article(s) and Section(s) alleged to have been violated:

C. State Grievance:

D. State Relief Sought:

E. Disposition of Immediate Supervisor:

Immediate Supervisor

Date

STEP II

F. Date submitted to Superintendent: _____

Signature of Grievant

Signature of BTU-TSP
Representative

Date Filed

Copies to: (1) Immediate Supervisor, (2) BTU-TSP, (3) Grievant

**Broward Teachers Union - Technical Support Professionals
SALARY SCHEDULE
~~2017-2018 2016-2017~~**

STEP GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
29	A	91,322	93,879	96,508	99,209	101,987	104,843	107,779	110,797	113,899	117,087	120,366	123,736	127,202	130,763
	H	49,90287	51,30016	52,73637	54,21280	55,73076	57,29152	58,89574	60,54472	62,23976	63,98216	65,77386	67,61550	69,50905	71,45531
28	A	85,285	87,673	90,128	92,652	95,246	97,913	100,654	103,472	106,370	109,349	112,410	115,557	118,793	122,119
	H	46.60359	47.90878	49.25028	50.62941	52.04680	53.50443	55.00227	56.54227	58.12573	59.75331	61.42630	63.14600	64.91433	66.73193
27	A	80,270	82,517	84,828	87,203	89,645	92,154	94,735	97,387	100,114	102,917	105,798	108,760	111,805	114,935
	H	43.86351	45.09149	46.35386	47.65189	48.98626	50.35761	51.76787	53.21705	54.70710	56.23869	57.81307	59.43156	61.09546	62.80613
26	A	74,805	76,899	79,052	81,266	83,542	85,881	88,286	90,757	93,299	95,912	98,597	101,358	104,196	107,114
	H	40.87691	42.02121	43.19796	44.40777	45.65132	46.92925	48.24350	49.59409	50.98294	52.41073	53.87807	55.38694	56.93798	58.53224
25	A	69,710	71,661	73,667	75,731	77,851	80,030	82,272	84,576	86,944	89,379	91,881	94,454	97,099	99,817
	H	38.09271	39.15917	40.25546	41.38290	42.54147	43.73247	44.95721	46.21632	47.51049	48.84095	50.20841	51.61413	53.05941	54.54508
24	A	64,960	66,779	68,648	70,570	72,547	74,578	76,666	78,812	81,019	83,288	85,619	88,016	90,481	93,014
	H	35.49728	36.49108	37.51278	38.56302	39.64310	40.75302	41.89407	43.06691	44.27285	45.51250	46.78653	48.09625	49.44295	50.82736
23	A	60,532	62,227	63,970	65,761	67,603	69,496	71,442	73,442	75,498	77,612	79,786	82,020	84,317	86,678
	H	33.07764	34.00399	34.95627	35.93516	36.94128	37.97594	39.03916	40.13222	41.25577	42.41109	43.59885	44.81969	46.07492	47.36502
22	A	56,413	57,993	59,617	61,286	63,002	64,767	66,580	68,444	70,360	72,331	74,356	76,438	78,579	80,779
	H	30.82667	31.69008	32.57750	33.48957	34.42758	35.39154	36.38275	37.40120	38.44820	39.52503	40.63170	41.76952	42.93913	44.14142
21	A	52,577	54,049	55,563	57,119	58,718	60,362	62,053	63,791	65,577	67,414	69,301	71,242	73,237	75,287
	H	28.73075	29.53512	30.36220	31.21265	32.08644	32.98488	33.90862	34.85831	35.83461	36.83813	37.86956	38.93018	40.01998	41.14055
20	A	48,989	50,360	51,770	53,219	54,709	56,241	57,816	59,435	61,100	62,810	64,568	66,376	68,235	70,146
	H	26.76972	27.51897	28.28962	29.08167	29.89580	30.73261	31.59343	32.47826	33.38772	34.32249	35.28322	36.27118	37.28704	38.33108
19	A	45,653	46,931	48,245	49,596	50,985	52,413	53,881	55,390	56,940	58,534	60,174	61,858	63,590	65,371
	H	24.94689	25.64554	26.36365	27.10185	27.86084	28.64122	29.44301	30.26750	31.11470	31.98589	32.88175	33.80224	34.74868	35.72164
18	A	42,545	43,736	44,961	46,219	47,513	48,844	50,211	51,617	53,062	54,548	56,076	57,646	59,261	60,920
	H	23.24860	23.89925	24.56870	25.25633	25.96340	26.69059	27.43788	28.20594	28.99541	29.80756	30.64244	31.50067	32.38290	33.28962
17	A	39,652	40,762	41,903	43,076	44,282	45,521	46,796	48,107	49,454	50,838	52,261	53,725	55,229	56,776
	H	21.66774	22.27427	22.89766	23.53858	24.19766	24.87489	25.57159	26.28774	27.02401	27.78040	28.55818	29.35803	30.17993	31.02495
16	A	36,945	37,979	39,043	40,136	41,261	42,416	43,603	44,823	46,078	47,368	48,694	50,058	51,460	52,901
	H	20.18871	20.75371	21.33496	21.93240	22.54672	23.17790	23.82660	24.49346	25.17912	25.88426	26.60885	27.35420	28.12032	28.90768
15	A	34,427	35,391	36,383	37,401	38,448	39,525	40,631	41,769	42,938	44,140	45,376	46,646	47,952	49,295
	H	18.81282	19.33956	19.88123	20.43781	21.00996	21.59832	22.20291	22.82437	23.46334	24.12046	24.79575	25.48986	26.20342	26.93711
14	A	32,222	33,124	34,051	35,004	35,985	36,993	38,029	39,094	40,189	41,314	42,470	43,660	44,882	46,139
	H	17.60755	18.10055	18.60719	19.12808	19.66392	20.21466	20.78096	21.36284	21.96094	22.57592	23.20774	23.85773	24.52589	25.21261

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

2017-2018 Salary Program: Hourly rates for all steps on the BTU-TSP Salary Schedule and employee salaries subject to it increased by 2.2% effective July 1, 2017.

For the 2016-2017 school year, the BTU-TSP Salary Schedule shall increase by 2.5%, retroactive to July 1, 2016.

For the 2016-2017 school year, BTU-TSP employees with fifteen (15) to twenty (20) years of employment tenure with the District as of June 30, 2016 shall receive a recurring payment of \$1,000 annually.

For the 2016-2017 school year, BTU-TSP employees with greater than twenty (20) years of employment tenure with the District as of June 30, 2016 shall receive a recurring payment of \$1,400 annually.

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

APPENDIX E

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND BTU-TECHNICAL SUPPORT PROFESSIONAL

Both parties agree that continuous improvement of employee skills benefit both the employee and the School Board in the performance of job duties. Therefore, the parties agree to the provision of continuing education funding opportunities so that employees may acquire, maintain and improve skills at no cost or at a reduced cost.

To meet this goal, the parties agree to create a fund for BTU-TSP employees who seek reimbursement for additional qualifications and/or coursework related to skills within their job family.

In order to address this issue and accomplish their common goal, the parties agree to the following:

1. Establishing an ongoing committee with equal numbers of no more than three (3) participants from each party.
2. The committee has the authority to design and recommend a procedure, and create an appropriate application and related processes, to be made available to TSP employees by September 30th of each fiscal year. If an extension is needed, the parties mutually agree to extend the deadline for no more than thirty (30) days.
3. Designees from the District and Broward Teachers Union-Technical Support Professionals will chair the committee.
4. The committee shall be authorized to establish dates for distribution of the funds based on the approved guidelines.
5. The parties have reached agreement regarding the administration of the fund:
 - a. Establishing an annual training fund consisting of a minimum of \$100,000.
 - b. Employees must have completed eight (8) years of work experience, as determined by their most recent SBBC date of hire, in order to be eligible to request the funds.

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIIES

<u>CODE</u>	<u>POSITION TITLE</u>	<u>TSP JOB FAMILY</u>
WW-006.1	Accountant I	Finance
WW-006.2	Accountant II	Finance
WW-006.3	Accountant III	Finance
WW-004	Accountant IV (Except Financial Reporting)	Finance
W-007	Accountant V (Except Benefits)	Finance
ZZ-032	Accountant, BEF	Finance
DD-116	Analyst, Energy Conservation	Facilities & Maintenance
SS-040	Architect IV	Facilities & Maintenance
SS-028	Architect V	Facilities & Maintenance
BB-001	Area Business Analyst	Finance
DD-009	Area Supervisor I, Maintenance	Facilities & Maintenance
DD-039	Assistant Area Supervisor, Maintenance	Facilities & Maintenance
S-012	Assistant Chief Building Official, Inspections	Facilities & Maintenance
R-051	Basis Administrator	Computer-NW/Sys Analyst
RR-073	BECON - Traffic Supervisor	Production/Eng & Art.Graphics
RR-038	Becon Engineering Manager	Production/Eng & Art.Graphics
R-020	Becon Station Manager	Production/Eng & Art.Graphics
WW-014.1	Budget Analyst I	Finance
WW-014.2	Budget Analyst II	Finance
WW-014.3	Budget Analyst III	Finance
WW-017	Budget Specialist/FTE Specialist	Computer - Cust Svc
RR-032	Building Control Specialist IV	Facilities & Maintenance
W-032	Business Warehouse Administrator	Computer-NW/Sys Analyst
WW-010.1	Capital Budget Analyst I	Finance
WW-10.2	Capital Budget Analyst II	Finance
WW-010.3	Capital Budget Analyst III	Finance
WW-005	Capital Budget Analyst IV	Finance
W-009	Capital Budget Analyst V	Finance
W-003	Capital Network Syst Administrator	Computer - Applications
WW-001	Capital Network Syst Coordinator	Computer - Applications
W-004	Capital Payment Review Supervisor	Finance
RR-058	CATV Technician Apprentice	Production/Eng & Art.Graphics
EE-138	Clinical Nurse, Health Ed Services	Nursing
EE-125	Service School Programs Sites with Medically Complex Students	Nursing
RR-056	Community Relations Assistant	Public Affairs
RR-054	Community Resource Specialist, Volunteer Services	Public Affairs
KK-106	Community Service Specialist I	Public Affairs
EE-006	Community Service Specialist II	Public Affairs
SS-046.1	Computer Aided Drafting (CAD) Draftsperson A	Facilities & Maintenance
SS-046.2	Computer Aided Drafting (CAD) Draftsperson B	Facilities & Maintenance
SS-046.3	Computer Aided Drafting (CAD) Draftsperson C	Facilities & Maintenance
SS-046.4	Computer Aided Drafting (CAD) Draftsperson D	Facilities & Maintenance
DD-098	Computer Training Instructor, Food Service	Customer Service
SS-084	Construction Purchasing Agent	Purchasing
DD-105	Coordinator II, Loss Prevention & Safety	Facilities & Maintenance
RR-061	Coordinator, BECON Public Relations & Fund Raising	Public Affairs
E-134	Coordinator, Behavior	Ed Pgms/Curriculum
B-020	Coordinator, Charter Schools	Ed Pgms/Curriculum
E-129	Coordinator, Diversity & Cultural Outreach	Ed Pgms/Curriculum
SS-094	Coordinator, Environmental Resource Mgmt	Facilities & Maintenance
S-031	Coordinator, Facility Planning & Educational Programming	Facilities & Maintenance
Z-026	Coordinator, Governmental Affairs	Public Affairs
S-014	Coordinator, Management Systems	Computer - Applications
E-028	Coordinator, Medicaid	Finance
C-036	Coordinator, Non-Instructional Development	HR/Staff Dev
R-012	Coordinator, Parents, Business & Community Partnerships	Public Affairs
R-002	Coordinator, Partners in Education	Public Affairs
C-043	Coordinator, Quality Support	HR/Staff Dev

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIIES

<u>CODE</u>	<u>POSITION TITLE</u>	<u>TSP JOB FAMILY</u>
DD-109	Coordinator, Supplier Diversity and Outreach Program	Purchasing
C-040	Coordinator, Teacher Support	Ed Pgms/Curriculum
SS-069	Coordinator, Telecommunications, Wiring & Installation	Telecommunications
C-042	Coordinator, Training	HR/Staff Dev
RR-053	Coordinator, Volunteer Services	Public Affairs
WW-008	Cost Accountant	Finance
SS-086	Cost Estimator / Scheduler	Facilities & Maintenance
EE-135	Courts Liaison	Ed Pgms/Curriculum
KK-025	CTACE Business Analyst - Career, Technical, and Adult/Community Education	Finance
EE-128	CTACE Grant Administrator	Finance
ZZ-027	Curator, Old Dillard Museum	Public Affairs
EE-137	Curriculum Support Specialist, Military Science	Ed Pgms/Curriculum
WW-013.1	Customer Service Analyst I	Computer - Cust Svc
WW-013.2	Customer Service Analyst II	Computer - Cust Svc
WW-013.3	Customer Service Analyst III	Computer - Cust Svc
RR-050.1	Database Researcher I	Research/Evaluation
RR-050.2	Database Researcher II	Research/Evaluation
RR-050.3	Database Researcher III	Research/Evaluation
RR-050.4	Database Researcher IV	Research/Evaluation
RR-072	Demographer Analyst	Facilities & Maintenance
SS-066	Designer I, II, III, Architectural	Facilities & Maintenance
SS-042	Designer III, Architectural	Facilities & Maintenance
SS-043	Designer III, Engineering	Facilities & Maintenance
RR-070	Digital Broadcast Engineer	Production/Eng & Art.Graphics
SS-075	Director, Design & Construction Contracts	Facilities & Maintenance
S-010.1	Director, Plan/Designs	Facilities & Maintenance
RR-071	Distance Learning Outreach Specialist	Computer - Applications
R-022	District Network Coordinator	Computer - Applications
SS-093	District Space Planner	Facilities & Maintenance
RR-066	District Webmaster	Computer - Applications
SS-056	Document Specialist	Facilities & Maintenance
SS-058	Draftsperson E	Facilities & Maintenance
SS-044	Draftsperson, Senior	Facilities & Maintenance
EE-090	Educational Specialist I, English for Speakers of Other Languages (ESOL)/Foreign Language	Ed Pgms/Curriculum
CC-055	Employee Health Testing Specialist	HR/Staff Dev
RR-051	Evaluation Administrator	Research/Evaluation
RR-060	Executive Producer - BECON	Production/Eng & Art.Graphics
SS-041	Facilities Engineer V	Facilities & Maintenance
R-049	Finance Manager, ETS	Finance
WW-012	Financial Reporting Analyst	Finance
WW-016	Financial Systems Integrator	Computer-NW/Sys Analyst
SS-027	Furniture & Equipment Coordinator	Purchasing
ZZ-026	Gang Prevention Coordinator	Ed Pgms/Curriculum
EE-047	General Education Development Tester	Ed Pgms/Curriculum
ZZ-034	Grants Administrative Specialist	Ed Pgms/Curriculum
DD-020	Grounds Manager	Facilities & Maintenance
JJ-083	Licensed Practical Nurse I, II, III/Medically Complex Exceptional Students	Nursing
RR-041	Local Area Network Coordinator	Computer - Applications
EE-023	Magnet - Communications/Broadcast Arts Engineer	Production/Eng & Art.Graphics
D-021	Manager Energy Conservation Utility Management (Previously R-021)	Facilities & Maintenance
R-030	Manager I, Customer Support Services	Computer - Cust Svc
W-015	Manager I, Systems & Procedures	Finance

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIIES

<u>CODE</u>	<u>POSITION TITLE</u>	<u>TSP JOB FAMILY</u>
D-048	Manager I, Systems & Procedures - Physical Plant Operations	Computer-NW/Sys Analyst
RR-028	Manager II, Production	Production/Eng & Art.Graphics
RR-062	Manager of Graphics, Print Products	Production/Eng & Art.Graphics
RR-027	Manager of Graphics, Video Products	Production/Eng & Art.Graphics
D-033	Manager Purchasing Operations	Purchasing
R-045	Manager, Conferencing Services	Computer - Applications
W-029	Manager, ERP-Budget	Finance
W-029	Manager, ERP-Finance & Integration	Finance
W-029	Manager, ERP-HR	HR/Staff Dev
W-029	Manager, ERP-Operations	Purchasing
W-029	Manager, ERP-Payroll	Finance
W-029	Manager, ERP-Programming	Computer-Programmer
D-050	Manager, Food & Nutrition Services	Finance
EE-136	Manager, SSS/ESE Electronic Management System (EMS)	Ed Pgms/Curriculum
DD-090	Manager, Training	HR/Staff Dev
DD-081	Manager, Transportation Terminal	Transportation
RR-074	Marketing Specialist, BECON	Public Affairs
DD-111	Minority/women Business Enterprise (M/WBE) Contract Compliance Administrator I, II, III	Purchasing
DD-110	Minority/Women Business Enterprise (M/WBE) Specialist I, II, III	Purchasing
RR-011	Network Analyst III	Computer-NW/Sys Analyst
RR-004	Network Analyst IV	Computer-NW/Sys Analyst
JJ-050	Occupational Therapy Assistant	Nursing
DD-119	Operational Analyst, Physical Plant Operations	Facilities & Maintenance
EE-130	Operations and Logistics Specialist, Junior Reserve Officers Training Corps (JROTC) and Principal's Leadership Development Corps (PLDC)	Ed Pgms/Curriculum
RR-050	Operations Service Specialist	Computer - Operations
RR-045	Operations Specialist	Computer - Operations
RR-002	Operations Supervisor	Computer - Operations
CC-012.1	Personnel Administrator I	HR/Staff Dev
CC-012.2	Personnel Administrator II	HR/Staff Dev
CC-012.3	Personnel Administrator III	HR/Staff Dev
C-011	Personnel Specialist/Instructor I, II, III	HR/Staff Dev
JJ-051	Physical Therapy Assistant	Nursing
Z-027	Planner, Grants	Ed Pgms/Curriculum
S-033	Planner, Growth Management Impact	Facilities & Maintenance
S-035	Planner, Growth Management Monitoring	Facilities & Maintenance
RR-064	Planner, School Boundaries	Facilities & Maintenance
SS-053	Planning Analyst	Facilities & Maintenance
SS-089	Plans Examiner (Specialties: Building , Civil, Structural, HVAC, Plumbing, Electrical)	Facilities & Maintenance
SS-014.1	Plans Examiner / Inspector - Building	Facilities & Maintenance
SS-014.4	Plans Examiner / Inspector - Electrical	Facilities & Maintenance
SS-014.6	Plans Examiner / Inspector - Fire Safety	Facilities & Maintenance
SS-014.3	Plans Examiner / Inspector - Mechanical	Facilities & Maintenance
SS-014.2	Plans Examiner / Inspector - Plumbing	Facilities & Maintenance
SS-014.5	Plans Examiner / Inspector - Roofing	Facilities & Maintenance
W-034	Portal Administrator	Computer-NW/Sys Analyst
W-031	Process Analyst - Personnel Dev	HR/Staff Dev
W-031	Process Analyst - Accounts Payable	Finance
W-031	Process Analyst - Benefits	HR/Staff Dev
W-031	Process Analyst - Bus Warehouse	Computer-NW/Sys Analyst
W-031	Process Analyst - Change Management	Computer - Cust Svc
W-031	Process Analyst - Chg Mgmt-Web	Computer - Applications
W-031	Process Analyst - Controlling	Finance
W-031	Process Analyst - E-Recruitment	HR/Staff Dev
W-031	Process Analyst - Funds Management	Finance
W-031	Process Analyst - Grants Management	Finance
W-031	Process Analyst - Learning Solutions	HR/Staff Dev
W-031	Process Analyst - Mat/Inv Mgmt	Purchasing
W-031	Process Analyst - Org Management	HR/Staff Dev
W-031	Process Analyst - Payroll	Finance
W-031	Process Analyst - Personnel Admin	HR/Staff Dev
W-031	Process Analyst - Plant Maint	Facilities & Maintenance
W-031	Process Analyst - Purchasing	Purchasing
W-031	Process Analyst - Time Management	HR/Staff Dev

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIIES

<u>CODE</u>	<u>POSITION TITLE</u>	<u>TSP JOB FAMILY</u>
W-031	Process Analyst - Transportation	Transportation
W-031	Process Analyst - Treasury	Finance
DD-075	Program Manager, Nutrition Education and Training	HR/Staff Dev
EE-139	Program Supervisor, BASCC	Ed Pgms/Curriculum
RR-012.1	Programmer I	Computer-Programmer
RR-012.2	Programmer II	Computer-Programmer
RR-012.3	Programmer III	Computer-Programmer
RR-001	Programmer IV	Computer-Programmer
ZZ-031	Programs Coordinator III, Broward Education Foundation	Public Affairs
CC-022	Project Manager - Occupational Health/Environmental Control	Facilities & Maintenance
SS-019	Project Manager I	Facilities & Maintenance
SS-039	Project Manager I	Facilities & Maintenance
SS-054	Project Manager I	Facilities & Maintenance
SS-060	Project Manager I	Facilities & Maintenance
SS-080	Project Manager II	Facilities & Maintenance
SS-081.1	Project Manager II	Facilities & Maintenance
SS-079	Project Manager II (Warranty Administrator)	Facilities & Maintenance
D-054	Project Manager II, Energy Conservation & Utility Management	Facilities & Maintenance
S-017	Project Manager III - Facilities & Construction	Facilities & Maintenance
R-048	Project Manager, Tech and Instruction	Computer-NW/Sys Analyst
R-016	Project Manager, Technology, Project Management Office	Computer-NW/Sys Analyst
DD-089	Projects Coordinator, Physical Plant	Facilities & Maintenance
SS-057	Property Coordinator	Facilities & Maintenance
DD-086-1	Purchasing Agent I	Purchasing
DD-094-1	Purchasing Agent I, School Food Service	Purchasing
DD-086-2	Purchasing Agent II	Purchasing
DD-094-2	Purchasing Agent II, School Food Service	Purchasing
DD-086-3	Purchasing Agent III	Purchasing
DD-078	Purchasing Agent IV	Purchasing
DD-093	Purchasing Agent, Food Service Equipment & Supplies	Purchasing
DD-103	Purchasing Card Coordinator	Purchasing
SS-018	Real Property Analyst	Facilities & Maintenance
R-033	Research Specialist	Research/Evaluation
DD-085	Route Planner	Transportation
DD-107	Safety Specialist I	Facilities & Maintenance
DD-106	Safety Specialist II	Facilities & Maintenance
DD-118	Scheduler, Physical Plant Operations	Facilities & Maintenance
KK-136	School Age Child Care Supervisor	Ed Pgms/Curriculum
JJ-049	School Nurse - Exceptional Student Centers or Schools with ESE Clusters, Head Start, Full Service Schools Programs	Nursing
S-002	Senior Architect	Facilities & Maintenance
SS-020	Senior Capital Project Planner	Computer-NW/Sys Analyst
R-026	Senior Data Warehouse (DHW) Analyst	Computer-NW/Sys Analyst
SS-045	Senior Document Specialist	Facilities & Maintenance
S-020	Senior Engineer	Facilities & Maintenance
SS-090	Senior Plan Examiner (Specialties: Building, Civil, Structural, Mechanical, Electrical)	Facilities & Maintenance
S-010.2	Senior Project Manager / Construction Phase	Facilities & Maintenance
R-025	Senior Rapid Application Development (RAD) Analyst	Computer-NW/Sys Analyst
SS-087	Senior Webmaster / Project Planner	Computer - Applications
DD-082	Shift Supervisor, Transportation Terminal	Transportation
EE-008	Specialist (ESEA Title I) Basic Parent Involvement Program	Ed Pgms/Curriculum
EE-112	Specialist , Innovative Programs	Public Affairs
CC-059	Specialist Workers - Compensation	HR/Staff Dev
EE-126	Specialist, (Bilingual - title VII) Parent Outreach Program	Public Affairs
EE-007	Specialist, (ESEA Title I) Basic School-Wide Project and Program Improvement	Ed Pgms/Curriculum
EE-003	Specialist, *Title I) Non-Public, Neglected and Delinquent	Ed Pgms/Curriculum
SS-092	Specialist, American with Disabilities Act (ADA) Accessibility Projects	Facilities & Maintenance
RR-065	Specialist, Demographer / Statistician	Facilities & Maintenance
EE-009	Specialist, Family-School Partnership Programs	Public Affairs

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIIES

<u>CODE</u>	<u>POSITION TITLE</u>	<u>TSP JOB FAMILY</u>
SS-088	Specialist, Florida Inventory of School Houses (FISH)	Facilities & Maintenance
ZZ-028	Specialist, Grants	Ed Pgms/Curriculum
EE-129	Specialist, Media & Instructional Material	Ed Pgms/Curriculum
RR-055	Specialist, Parents, Business, & Community Partnerships	Public Affairs
RR-052	Specialist, Public Affairs & Community Relations	Public Affairs
DD-113	Specialist, QA - Custodial	Facilities & Maintenance
EE-132	Specialist, Technical, Adult and Community Education	Ed Pgms/Curriculum
RR-030	Specialist, Testing	Ed Pgms/Curriculum
EE-005	Specialist, Title I, Elementary	Ed Pgms/Curriculum
EE-004	Specialist, Title I, Secondary	Ed Pgms/Curriculum
SS-085	Specification Writer	Facilities & Maintenance
CC-053	Staff Assistant	HR/Staff Dev
DD-038	Staff Developer, Transportation Training Operations	HR/Staff Dev
RR-057	Supervisor I, Customer Support Services	Computer - Cust Svc
DD-022	Supervisor I, Electrical	Facilities & Maintenance
DD-003	Supervisor I, Heating, Ventilating and Air Conditioning	Facilities & Maintenance
DD-023	Supervisor I, Mechanical Equipment	Facilities & Maintenance
DD-026	Supervisor I, Minor Capital Outlay	Facilities & Maintenance
DD-002	Supervisor I, Painting	Facilities & Maintenance
RR-063	Supervisor I, Printing Services	Production/Eng & Art.Graphics
DD-008	Supervisor I, Roofing	Facilities & Maintenance
RR-005	Supervisor II, Computer Operations	Computer - Operations
DD-114	Supervisor II, Custodial	Facilities & Maintenance
DD-115	Supervisor II, Grounds	Facilities & Maintenance
DD-037	Supervisor II, Transportation Staffing	Transportation
DD-087	Supervisor II, Vehicle Maintenance, Parts	Transportation
DD-007	Supervisor III, Mail Service	Facilities & Maintenance
DD-088	Supervisor III, Office Operations/Data Entry	Computer - Applications
CC-052	Supervisor III, Operations	Facilities & Maintenance
WW-015	Supervisor Internal Accounts Support	Finance
DD-034	Supervisor Physical Plan Operations (PPO) Stockroom	Facilities & Maintenance
CC-030	Supervisor Risk Management	Facilities & Maintenance
DD-079	Supervisor Training Operations	HR/Staff Dev
WW-007	Supervisor, Accounts Payable	Finance
DD-019	Supervisor, Capital Projects	Facilities & Maintenance
RR-006	Supervisor, Computer Operations	Computer - Operations
WW-009	Supervisor, Data Entry (Accounting)	Computer - Applications
ZZ-035	Supervisor, Kids in Need Resource Center (KINRC)	Public Affairs
DD-120	Supervisor, Logistics & Relocation Services	Facilities & Maintenance
DD-091	Supervisor, Planning & Scheduling	Facilities & Maintenance
RR-010	Supervisor, Records Retention	Computer - Cust Svc
DD-035	Supervisor, Special Needs Trans	Transportation
DD-036	Supervisor, Transportation Operations	Transportation
DD-117	Supervisor, Vehicle Maintenance	Transportation
DD-021	Supervisor, Work Order/Work Flow	Facilities & Maintenance
DD-010	Supervisor, Workflow/Labor Utilization	Facilities & Maintenance
R-018	Systems Analyst	Computer-NW/Sys Analyst
RR-025.1	Systems Analyst I	Computer-NW/Sys Analyst
RR-025.2	Systems Analyst II	Computer-NW/Sys Analyst
RR-025.3	Systems Analyst III	Computer-NW/Sys Analyst
RR-035	Systems Analyst IV	Computer-NW/Sys Analyst
RR-039	Systems Integrator	Computer-NW/Sys Analyst
R-019	Systems Programmer	Computer-Programmer
RR-044	Systems Programmer I	Computer-Programmer
RR-003	Systems Programmer II	Computer-Programmer
SS-082	Systems Support Specialist	Computer - Cust Svc
DD-108	Technical Services Supervisor, Food Service	Computer-NW/Sys Analyst
DD-104	Technology/Telecommunications Standard Specialist - Purchasing	Telecommunications
RR-033	Telecommunications Analyst IV	Telecommunications
EE-084	Textbook Analyst	Ed Pgms/Curriculum
RR-036	Training Analyst	HR/Staff Dev

BTU-TSP JOB DESCRIPTIONS/JOB FAMILIIES

<u>CODE</u>	<u>POSITION TITLE</u>	<u>TSP JOB FAMILY</u>
CC-051	Training Specialist, Management Skills Development	HR/Staff Dev
E-138	Transition Services Specialist	Ed Pgms/Curriculum
DD-074	Transportation Route Analyst	Transportation
WW-011. 1.2.3	Treasury Analyst I, II, III	Finance
W-025	Treasury Manager	Finance
RR-020	TV Art/Graphics Specialist	Production/Eng & Art.Graphics
RR-019	TV Audio Production Specialist	Production/Eng & Art.Graphics
RR-017	TV Broadcast Engineer I	Production/Eng & Art.Graphics
RR-022	TV Broadcast Engineer II	Production/Eng & Art.Graphics
RR-014	TV Broadcast Maintenance Engineer	Production/Eng & Art.Graphics
RR-024	TV Graphics Assistant	Production/Eng & Art.Graphics
RR-015	TV Producer/Director	Production/Eng & Art.Graphics
RR-042	TV Production Apprentice	Production/Eng & Art.Graphics
RR-021	TV Production Assistant	Production/Eng & Art.Graphics
RR-018	TV Production Crew Chief	Production/Eng & Art.Graphics
RR-016	TV Studio Technical Advisor	Production/Eng & Art.Graphics
RR-023	TV Traffic Specialist	Production/Eng & Art.Graphics
CC-029	Wellness Coordinator	HR/Staff Dev
RR-040	Wide Area Network Coordinator	Computer - Applications
EE-131	World Refugee Recruiter/Employability Skills Job Developer (Grant Funded)	Ed Pgms/Curriculum

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
REQUEST FOR HARDSHIP TRANSFER (BTU-TSP)**

Hardship Transfer is defined as an employee traveling 20 miles or more one way to work or having a serious medical condition (must be documented).

EMPLOYEE NAME: _____ REQUEST DATE: _____
 EMPLOYEE ADDRESS: _____ PERSONNEL NO. _____

CURRENT SCHOOL/DEPARTMENT: _____
 PRESENT CLASSIFICATION: _____

I REQUEST A TRANSFER TO THE FOLLOWING LOCATION(S) IN DESCENDING ORDER OF PREFERENCE:

	LOCATION NUMBER	LOCATION NAME
1.		
2.		
3.		
4.		
5.		

REASON FOR REQUEST:

An employee who meets the “hardship” definition will be guaranteed an interview for a Board-determined vacancy at any of the work locations that the employee has selected.

Employee’s Signature

Date

DISTRIBUTION:

- Original to (Talent Acquisition & Operations (Non-Instructional)
- Copy to Administrator **(Optional)**
- Copy to be retained by Employee

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
NON-INSTRUCTIONAL STAFFING
VICTORIA K. KAUFMAN, DIRECTOR**

Telephone: 754-321-1815

Facsimile: 754-321-2448

PERSONNEL DATA FORM

Job Family: _____

Name _____

Personnel Number _____

Current Job Title _____

Current Pay Grade _____

College Degree: Yes No Degree(s) & Major(s): _____

Enclosed is a listing of all position titles in your job family that are equal to or lower than your current pay grade, and that are held by employees with less seniority than you, as well as all vacant positions in your job family.

Job descriptions are online at: <http://www.broward.k12.fl.us/Compensation/JDPDF/jdsearch2.asp>. Job descriptions include qualifications and performance responsibilities for each position.

Throughout this process, "seniority" shall be based upon employee's date of hire pursuant to Article 3 of the BTU-TSP Collective Bargaining Agreement. Pursuant to Article 14 of the BTU-TSP Collective Bargaining Agreement, "For any option, the laid-off employee must be qualified for the position and the position must be at an equivalent or lower pay grade."

Failure to select one of the following options will result in the District determining your placement.

Section I:

Place an "X" next to ONE of the following options:

_____ Fill a vacant position within his/her current job family.
Note: If there is an "N/A" next to the option above, there are no vacant positions within your job family.

or

_____ Return to the job classification within the same job family, which the laid-off employee most recently held, and displace the employee with the least seniority.

or

_____ Displace the employee with the least seniority in any position within the job family.

All affected employees must complete Section II on the second page of this form.

PLEASE SUBMIT THE FOLLOWING DOCUMENTS WITH THIS FORM:

- Current Resume
- Copy of College Diploma(s)
- Copy of any professional licenses

Section II:

Based upon your selected option in **Section I**, identify a job choice and an alternate job choice. If your choice is not available, you will be placed into the alternate position you selected, if available. You will be notified via email if your selected or alternate job is not available.

For any option, the laid-off employee must be qualified for the position and the position must be at an equivalent or lower pay grade.

Job Title
Job Choice
Alternate Choice

List any Licenses/Certifications that you have:

Licenses/Certifications	Expiration Date

List any Licenses/Certifications that you are ELIGIBLE for:

Please complete and return forms to Victoria K. Kaufman, Director, Non-Instructional Staffing, KCW 3rd Floor, by _____.

Section III

Check Here: _____ if you are claiming Veterans' Preference and submit the following documents:

- VETERANS' PREFERENCE CLAIM FORM
- COPY OF YOUR DD-214
- PROOF OF FLORIDA RESIDENCY

Employee Signature: _____

Date: _____

Form #4072
NEW



**Orientation and Training Guidelines
Transferred TSP Employees**

The School Board of Broward County, Florida

TABLE OF CONTENTS

- I. ORIENTATION AND TRAINING GUIDELINES***
 - **SAMPLE EMAILS**
 - **SAMPLE LETTER**
- II. FIRST DAY CHECKLIST**
- III. FIRST WEEK CHECKLIST**
- IV. TRAINING/SUPPORT & PROGRESS MONITORING**
- V. TIMELINES**
- VI. PROFICIENCY ASSESSMENT FORM**

***PURSUANT TO ARTICLE 14(A)(5)(f)**

Orientation and Training Guidelines for Transferred TSP Employees

Prior to First Day

- Send Email to All Coworkers Announcing Transferred Employee

Sample Email

On MM/DD/YY we are welcoming (Name) into our department as a (Job Title). Please do everything you can to make (First Name) feel welcome. Initially, (Name) will be assigned as a buddy to (Name) to assist (Name) with his/her transition into our department.

Please make a point of welcoming (Name) during his/her first day on the job.

- Email Welcome Letter to the New Employee

Sample Letter

Dear Name:

I am pleased to welcome you to your new position, (Position Title). The team is looking forward to working with you.

On your first day, I will meet with you to review your work area, departmental procedures, job description including specific responsibilities, expectations, and progress monitoring processes. It is my goal to help you become comfortable and productive in your new position as quickly as possible.

Please accept my personal welcome to the (Department) of the School Board of Broward County.

Sincerely,
Supervisor

First Day Checklist

- Introduce employee to all team members including clerical staff. (In one setting if possible.) During introductions, review everyone's function within the department.
- Escort employee to his/her work area.
- Introduce and explain departmental policies and procedures.
- Provide an opportunity to complete any necessary paperwork.
- Go over employee's work schedule and hours of access to building.
- Conduct a brief tour of the facility.
- If employee will be supervising others, notify affected employees.
- Provide employee a list of important phone numbers to know.
- Answer employee questions.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
First Week Checklist

Staff Member's Name: _____ **Title:** _____

Department: _____ **Completed by:** _____

Supervisor's Instructions: Please complete this checklist with new staff member at the appropriate times. Both parties should initial items as they are completed and then sign and date the form acknowledging its completion.

Supervisor's Initials / Staff Member's Initials

1. ____ ____ Review the progress monitoring process.
2. ____ ____ Review applicable and appropriate staff compensation processes, including:
 - Comp time/Payroll Time Reporting Processes
 - Vacation scheduling
3. ____ ____ Review computer system, including:
 - Computer network access/passwords
 - Setting up and use
 - Office software programs
 - Email accounts
4. ____ ____ Review the structure and procedures of his/her department including:
 - Department organization chart – highlight the names and duties of key personnel and who to contact if the supervisor isn't available
 - Ordering/Obtaining supplies
 - Severe weather callout procedure
 - Work travel or trips (policy & procedure)
5. ____ ____ Review applicable job description and specific responsibilities associated with the position
 - Tasks to be completed
 - Deadlines to be met
 - Frequency of completion (daily, quarterly, annually, etc.)
 - Required meetings
 - Expectation for proficiency
6. ____ ____ Discuss appropriate staff development opportunities and requirements:
 - Training and Development requirements (complete within 30 days if possible)
 - Orient employee to evaluation instrument within three (3) weeks of reassignment date.
7. ____ ____ Supervisor: Schedule regular follow up meetings to discuss employee progress

Supervisor's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

Training/Support

Training may be required according to an employee's duties, job description, manager, department, and division.

Training Required According to Job Duties and Job Description

- Supervisor must identify specific training requirements, if any
- Provide opportunity for employee to complete requisite training, if any (Suggested within thirty (30) days)

Provide Support by assigning an "Advisor" to assist with the transition into the department and position

- Go-to person for questions
- If appropriate, schedule some time with the new employee to assist with their training in the position, (work with the employee one full week then weekly or biweekly follow up)

Progress Monitoring

(Contact Evaluation Coordinators)

As the employee's supervisor, you must monitor their progress in becoming proficient in the responsibilities of their new position. It is recommended to meet with the employee on a biweekly basis to review any questions or clarifications the employee may have, review their progress in the new position, and assess what they are doing well as well as any concerns you may have. If there are deficiencies noted, expectations and recommended corrective action needs to be discussed and memorialized in writing. Attached is a format to be used for this documentation. (See Proficiency Assessment Form)

TIMELINES

(Contingent upon employee's reassignment date)

- **Day One Checklist – See First Day Checklist**
- **First Week Checklist**
- **Within the 1st three weeks of starting the job, orient to Evaluation Instrument**
- **Progress Monitoring Meetings**
 - **30 Day Required**
 - **45 Day Optional, unless performance proficiencies are identified**
 - **60 Day Optional, unless performance proficiencies are identified**
 - **90 Day Required**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Proficiency Assessment Form

Shaded areas to be completed by employee/Non-shaded areas to be completed by supervisor

Section I

Assessment Period:	
Employee Name:	
Employee Title:	
Department:	
Supervisor:	

Section II – Objectives (Proficiency Areas/Job Description Responsibilities to be focused on for this assessment period)

(To be completed within the first 30 days)

1.
2.
3.
4.

Employee Comments on Achievement of Objectives, Deficiencies and/or Training needed

(To be completed at the end of 30 , 45, 60, 90 days (circle one) or sooner if needed)

--

Supervisor Comments on Achievement of Objectives, Deficiencies and/or Training needed

(To be completed at the end of 30, 45, 60, 90 days (circle one) or sooner if needed)

--

My signature acknowledges receipt of this document and the fact that the contents of the document have been shared with me.

Employee Signature

Date

Supervisor Signature

Date

Section III

<p>Additional Job Competencies</p>	<p align="center">Performance – Assessment and Results</p>
<p>Acquires and applies knowledge, skills and experience to accomplish results.</p> <p>Quality of Work Products</p> <p>Professionalism</p> <p>Collaboration/Teamwork</p>	<p>Employee Assessment of performance w/examples</p> <div style="background-color: #cccccc; height: 150px; width: 100%;"></div> <p>Supervisor Assessment of performance w/ examples</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div> <p>Supervisor Overall Assessment of Proficiency in Objectives (Required at the end of each assessment)</p> <p>Meets _____ Needs Improvement _____ Fails to Meet _____</p> <p>(See attached comments)</p>

My signature acknowledges receipt of this document and the fact that the contents of the document have been shared with me.

Employee Signature

Date

Supervisor Signature

Date

This form shall remain at the worksite and shall not be placed in the employee's permanent personnel file.

Form #4051B
NEW – Employee Relations



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

600 SE THIRD AVENUE • FORT LAUDERDALE, FLORIDA 33301-3125 • TEL 754-321-2140 • FAX 754-321-2141

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

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Superintendent of Schools

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE BROWARD TEACHERS UNION-TECHNICAL SUPPORT PROFESSIONALS

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 5th day of May, 2016.

WHEREAS, the Union filed the following Grievances: #1415-02-00109 (FMCS Case #150908-03561-3), #1516-02-00012 (FMCS Case #161105-50832-3), and #1415-02-00103 (FMCS Case #150819-57761-3) 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 Employees of the Bargaining Unit 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 Grievances. 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 the following

matters: a) The SBBC contracting out of services or Layoffs by the SBBC prior to the date of execution of this agreement; b) Positions eliminated from the 2015-2016 Organization Chart by the SBBC prior to the date of this agreement; and, c) The SBBC's implementation of the 2015 Summer Four (4) Day Workweek schedule. Except as otherwise expressly stated herein, Union for itself, and the employees it represents, agrees not to schedule the above referenced grievances 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, positions eliminated from the 2015-2016 Organizational Chart and Implementation of the Four Day Workweek schedule during the 2015 summer, occurring in whole or in part on or before the effective date of this Agreement.

2. In consideration of the foregoing, the parties mutually agree that there shall be no increase to the BTU-TSP Salary Schedule for the 2015-2016 school year. For the 2015-2016 school year, all eligible employees in the BTU-TSP bargaining unit shall receive a step increase retroactive to July 1, 2015. Eligible employees shall be defined as employees who worked one day more than half of their work calendar for the 2014-2015 school year and who are currently employed as of April 4, 2016 in a position which is classified in the BTU-TSP Unit for the 2015-2016 school year. Employees at the top of the salary schedule shall receive a one-time (non-recurring) bonus payment of \$500.

3. The parties jointly agree that, subject to ratification, the current collective bargaining agreement between the Union and SBBC shall be extended for the 15-16 year, subject only to those changes attached hereto as Exhibit A.

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 Grievances.

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

School Board of Broward County,
Florida

Lorenzo Calhoun

By: Lorenzo Calhoun
Chief Negotiator, School Board of
Broward County, FL

5/4/16
Date

Broward Teachers Union

Steven Feldman

By: Steve Feldman, Esq.
Chief Negotiator – Broward Teachers
Union

5/4/16
Date

DG/DWD/LC:jh

Attachments: 3 Grievances, Article 8, Article 9, Article 10, Article 20, *Appendix D*

OFFICIAL TSP GRIEVANCE FORM

Name TSP Class Action
Job Title TSP
Work Location District Wide
Work Address
Home Address 6000 North University Drive, Tamarac, FL 33321
Home Phone (954) 486-6250

Step I

A Date cause of Grievance occurred

June 09, 2015 continuing

B Article(s) and Section(s) alleged to have been violated

Articles 14, 18 and all other applicable policies, rules, regulations, laws and past practices.

C State Grievance

On June 9, 2015 the Board adopted its organizational chart. In said organizational chart TSP bargaining unit positions were eliminated. According to the TSP contract, prior to implementing a reduction in personnel, the superintendent or his representative will meet with representatives of the BTU-TSP to discuss the proposed Board action, including but not limited to the initial number and identity of positions being considered for reduction, and solicit their suggestions or alternatives to layoffs. The superintendent did not meet with representatives of BTU-TSP prior to the Board implementing a reduction in personnel and did not solicit its suggestions or alternatives to layoff.

Moreover, outside contractors must be laid off prior to the reduction of TSP positions.

The Board can not hire outside contractors to replace bargaining unit positions. The Board cannot erode the bargaining unit.

D State Relief Sought

The Board shall officially rescind its adoption of the 2015-2016 Organizational Chart, the Board shall be enjoined from implementing the organizational chart, the superintendent shall meet with the BTU-TSP unit prior to implementation of a reduction in personnel and prior to re-adoption of the organizational chart, outside contractors shall be laid-off first, the Board will cease and desist from eroding the TSP bargaining unit, and for such other relief deemed appropriate by an Arbitrator.

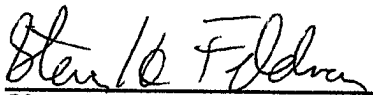
E Disposition of Immediate Supervisor

Immediate Supervisor


Date

Step II

F Date submitted to Superintendent



Signature of Grievant



Signature of BTU Representative

June 11, 2015

Date Filed

Copies to: (1) Immediate Supervisor, (2) BTU, (3) Grievant

OFFICIAL TSP GRIEVANCE FORM

Name TSP Class Action
Job Title TSP
Work Location 69601000 Facilities & Constr Mgmt-Deputy
Work Address 1700 S W 14th Court
Fort Lauderdale FL 33312
Home Address 6000 North University Drive, Tamarac, FL 33321
Home Phone (954) 486-6250

Step I**A Date cause of Grievance occurred**

August 18, 2015 continuing

B Article(s) and Section(s) alleged to have been violated

Articles 14, 18 and all other applicable policies, rules, code of ethic regulations, and laws.

C State Grievance

On August 18, 2015, the school board approved the contract for Herry International in violation of contract. This is the first of 3 potential RFPs that violate the TSP contract. The Heery contract provides for at least 22 outside contractors to perform the same duties, functions and responsibilities as the laid-off TSP employees in violation of contract. Under the TSP contract, outside contractors can supplement but can not replace existing TSP employees. The Board has replaced the TSP employees with outside contractors rather than supplement the existing work force in violation of contract. Under the TSP contract, outside contractors are to be laid-off first. The Board did not lay-off the outside contractors but rather laid-off the TSP employees in violation of contract. Under the contract, the Board is to discuss alternatives to lay-offs with the TSP unit prior to the lay-offs taking effect. To date, this has never occurred which is in violation of contract. The Board has never done a cost-benefit analysis regarding the TSP layoffs or the Heery contract which is a requirement under the TSP contract. The superintendent promised in writing that he would not recommend any lay-offs of TSP employees if the bond issue were to pass. The bond issue did pass with TSP support. Clearly, the superintendent reneged on his written promise to the TSP employees. The board is re-classifying TSP positions to ESMAB positions in violation of contract. The board is squandering and wasting millions of taxpayers dollars on expensive and unproven outside consultants. The undisputed facts show that the outside contractors are 3 to 4 times times the cost of the laid-off TSP employees. Hundreds of TSP employees could be hired for the same cost as the few outside contractors being hired. The board has lost all its institutional knowledge, history of projects, experience, integrity, and loyalty by laying-off seasoned and proven TSP employees and replacing them with over-paid outside consultants with no loyalty to the district and no proven track record in a blatant effort to privatize the facilities department in violation of contract and intentionally wasting millions of taxpayer dollars. The two facility department grand jury reports cited problems with school board members and senior management, but not the rank and file TSP employees. Yet it was the rank and file TSP employees that are laid-off, rather than senior management in violation of common sense and effective management.

D State Relief Sought

Rescind and withdraw the Heery contract, stop the board from misspending and squandering and wasting millions of taxpayer dollars and bond money on over-priced unproven outside contractors done without the benefit of any cost-benefit analysis, stop the board from eroding the TSP bargaining unit, stop misclassifying job descriptions from the TSP bargaining unit to other units, contractually enforce the lay-off of outside contractors first rather than TSP employees, do not replace TSP employees with outside contractors performing the same functions, do not privatize the facilities department, require the superintendent to adhere to his promise not to lay-off TSP employees, rehire laid-off TSP employees, bring back TSP employees on the recall list, stop the incremental destruction of the TSP unit, require the board to be diligent and faithful stewards of the taxpayers money which is sorely lacking when it comes to construction bond money and for such other further relief deemed appropriate by an arbitrator.

Copies to: (1) Immediate Supervisor, (2) BTU, (3) Grievant

OFFICIAL TSP GRIEVANCE FORM

E Disposition of Immediate Supervisor

Immediate Supervisor

Date

Step II

F Date submitted to Superintendent

Steven H. Feldman

Signature of Grievant

Steven H. Feldman

Signature of BTU Representative

August 13, 2015

Date Filed

Copies to: (1) Immediate Supervisor, (2) BTU, (3) Grievant

OFFICIAL TSP GRIEVANCE FORM

Name TSP Class Action
Job Title TSP
Work Location District Wide
Work Address
Home Address 6000 North University Drive, Tamarac, FL 33321
Home Phone (954) 486-6250

Step I

A Date cause of Grievance occurred

June 04, 2015 continuing

B Article(s) and Section(s) alleged to have been violated

Articles 3, 6, 11, 15 and all other applicable articles ,rules, policies and procedures.

C State Grievance

The district unilaterally promulgated and implemented a 4 day summer work week. Such a work week impacts the terms and conditions of the TSP contract. The summer schedule work week impacts and violates provisions of the the TSP contract such as the work week being 5 consecutive days, sick leave, vacation time, lunch periods, and compensation. The past practice has been for the parties to enter into a MOU or agreement regarding the Summer Schedule. The district has unilaterally stopped that practice for no apparent reason.

D State Relief Sought

Stop contractual violations with the summer schedule, negotiate terms and conditions with BTU, follow the contract and such other relief deemed appropriate by an arbitrator.

E Disposition of Immediate Supervisor

Immediate Supervisor

Date

Step II

F Date submitted to Superintendent



Signature of Grievant



Signature of BTU Representative

June 04, 2015
Date Filed

Copies to: (1) Immediate Supervisor, (2) BTU, (3) Grievant

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ARTICLE EIGHT GRIEVANCE PROCEDURE

- A. **Definition:** A grievance is defined as any difference or dispute between the Board and the BTU-TSP or any employee affecting terms and/or conditions of employment regarding the application, or interpretation of this Agreement.
- B. **Purpose:** The Board and the BTU-TSP desire that these grievances be settled in an orderly, prompt, and equitable manner so that the efficiency of the Board may be maintained and the morale of employees not be impaired. Every effort will be made by the Board, employees, and the BTU-TSP to settle the grievances at the lowest level of supervision.
- C. **Exclusive Rights:** The parties agree that the BTU-TSP 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 BTU-TSP expressly waives its right in writing to process a grievance because the unit member is not a dues-paying member of the union. A copy of the waiver shall be provided to the school district's Director of Employee Relations. The BTU-TSP 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.
- D. **Informal Discussion:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he/she prefers, accompanied by a BTU-TSP steward, within fifteen (15) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.
- E. **Formal Grievance:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may be invoked within seven (7) working days of the informal discussion, on the form set forth in annexed Appendix C, signed by the grievant and/or a steward of the BTU-TSP, which form shall be available from the administrator or the BTU-TSP steward in each work location.

If the grievance involves more than one (1) work location, a group of employees, or arises from the action or inaction of the administration

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above the level of the immediate supervisor, it may be initially filed with Employee Relations at Step II and informal discussion may be waived by mutual agreement. In the event that a BTU-TSP steward has not signed the grievance, a copy of the grievance shall be provided to the BTU-TSP immediately upon the filing of the grievance.

STEP I

The grievant 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 meet with the grievant and/or the BTU-TSP 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 BTU-TSP.

STEP II

If the grievant or BTU-TSP is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to Employee & Labor Relations within seven (7) working days of the disposition, or expiration of the time limit. Within twelve (12) working days of receipt of the grievance, Employee & Labor Relations shall meet with the grievant and/or the BTU-TSP and shall indicate the disposition of the grievance in writing to the grievant and/or BTU-TSP within seven (7) days of such a meeting.

STEP III

If the grievant is not satisfied with the disposition of the grievance by Employee & Labor Relations, or if no disposition has been made within the specified time limit, the grievance may be submitted by the BCSAABTU-TSP to arbitration before an impartial arbitrator within fifteen (15) working days of the date of the disposition at Step II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the BTU-TSP will contact Employee & Labor Relations one final time for the purpose of attempting to reach agreement prior to requesting the AAA or FMCS to select an arbitrator in accordance with their rules. The arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with their rules, which rules must likewise govern the arbitration proceedings.

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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. 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.

- F. **Cost of Arbitration:** If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA or 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 grievant or the BTU-TSP. 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. 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 grievant(s). In group grievances, the group of employees shall be represented by the BTU-TSP and one member of the group.

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

- G. **Time Limits:** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during work hours, all employees whose presence is required shall be excused, without loss of pay or accumulated leave, for that purpose.
- H. **Reprisal to Employees:** All employees will be entitled to fair, reasonable and equitable treatment in the processing of grievances. No reprisals of any kind will be made by the Board or its representative or any member of the administration against any bargaining unit member(s) in the grievance procedure by reason of such participation.

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ARTICLE 8
TSP NEGOTIATIONS

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- I. All documents, grievance forms, appendix, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of any party in interest, including final disposition.
- J. **School Board Policies:** Access to School Board policies at each work location shall be available to BTU-TSP stewards for the purpose of reference and information, as well as for the purpose of expediting the provisions of this grievance procedure.
- K. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. The parties agree to use the Rules for Expedited Arbitration Procedures and Hearings published by the agency conducting the hearing.

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**ARTICLE NINE
DUE PROCESS & DISCIPLINE**

- A. **Progressive Discipline:** The parties agree to the principles of progressive discipline. Disciplinary action, for the most part, shall be administered in a manner to correct behavior that is in violation of policies, procedures and established practices. Discipline shall be administered for just cause and not in a manner that is demeaning or degrading.
- B. **Meetings and Notifications:** Disciplinary action shall be administered within twenty (20) working days from the date the violation occurred or when the violation was first known to have occurred. For any meeting scheduled for the purpose for taking disciplinary action, the department shall provide the employee with written notification of the violation and schedule a meeting where the circumstances surrounding the violation shall be discussed. This meeting shall be scheduled no sooner than three (3) working days after the employee receives such notification. For example, if a supervisor schedules the conference for Friday, the employee must be notified on Tuesday.
- C. **Right to Representation:** Notification sent to an employee pursuant to Section 2 of this Article shall inform the employee of his/her right to BTU-TSP representation. When a request for such representation is made, no action shall be taken with respect to the employee within the specified time period unless such representative of the BTU-TSP is present. If a BTU-TSP representative is not present at a properly scheduled meeting, the meeting may proceed as scheduled without representation, except when either party indicates that a personal emergency prevents attendance, in which case the meeting shall be rescheduled at the earliest possible time.
- D. **During the Meeting**
1. The conference is intended to provide the employee with an explanation of the charges and the basis for the charges. Any relevant questions that the employee asks shall be answered to the best of the supervisor's ability. The employee shall be given an opportunity to respond, including their own explanation of the incident or mitigating circumstances, either verbally or in writing.

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2. If during the course of a meeting that was not called for the purpose of issuing a reprimand, the necessity develops for issuing one, the supervisor shall notify the employee at that time that he/she is entitled to BTU-TSP representation. When a BTU-TSP representation is requested and the employee is to be represented by the Union, no action shall be taken with respect to the employee until such representative of the BTU-TSP is present. It is the employee's responsibility to have a representative present within three (3) working days of said request. If a BTU-TSP representative is not present at the meeting, it will proceed as scheduled without such representation.

E. **Discipline**

1. Any discipline of an employee shall be for just cause. Disciplinary action may be taken in the form of a verbal reprimand, written reprimand, suspension, demotion or discharge.
2. No action against an employee shall be taken on the basis of a complaint by any individual nor any notice of such action or complaint shall be included in the employee's personnel file, unless the matter is first reported to the employee in writing and the employee has had the opportunity to discuss the matter with his/her supervisor.
3. No investigation of an employee, beyond preliminary inquiry, by the Special Investigative Unit Broward District Schools Police Department may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation. Investigations shall be conducted in a timely manner in accordance with Florida Statutes.
4. An employee may be relieved of duty pending the completion of an investigation or other administrative action for circumstances that could lead to the employee's termination. The employee may be relieved of duty with pay or temporarily reassigned or transferred to another position within the department/program, pending appropriate administrative action.
5. Any recommendation for dismissal of an employee because of incompetent performance, as specified on the employee's assessment form, shall not be made prior to the conclusion of a

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ARTICLE 9
TSP NEGOTIATIONS

time period as set forth in the assessment form for the purpose of correcting such deficiency or deficiencies.

6. Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion or other discipline shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this contract.
7. An employee's refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this Article, shall not constitute any grounds for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its content. However, if the employee does not sign a document acknowledging receipt, proper notice of receipt shall be documented by the signature of the supervisor and a witness, in which case the issue of proper notification shall not be raised by the Union.

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**ARTICLE 10
PERSONNEL FILE ACCESS & SECURITY**

- A. **Number of Files:** There shall be no more than two (2) personnel files maintained for each employee. The official file will be maintained at the district personnel office. In the event two (2) such files are maintained, one (1) shall be kept at the work location where the employee is then employed. Each document placed into the employee's file maintained in the administrator's office shall be duplicated and the original transmitted to the district Personnel Office for inclusion within the employee's file maintained at the district Personnel Office. When the employee transfers to another work location within the district, the file will be transferred with the employee. When the employee leaves the district, the file maintained in the administrator's office may remain there for up to three (3) years.
- B. **Anonymous Items:** No item from any anonymous source may be placed in the personnel file.
- C. **Investigative File:** The file established by the district as a result of any investigation of an employee is not one of the two personnel files listed above. Access to a file dealing with an investigation shall be in accordance with the provisions of Florida Statute ~~231.291~~ 1012.31. If the preliminary investigation is concluded with the finding that there is not probable cause to proceed further and with no disciplinary action taken or charges filed, then the district will ask the Department of State, Division of Library and Information Services, for permission to destroy the investigation file.
- D. **Notification To Employee:** Items may not be placed in an employee's official personnel file unless the item has been made known to the employee, pursuant to the methodology described in Florida Statute ~~231.291~~ 1012.31. In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the grievance procedure of this contract. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents.

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ARTICLE 10
TSP NEGOTIATIONS

- E. **Review and Copying of File:** Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file. A representative of BTU-TSP may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of the employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the administrator responsible for the safekeeping of such file. An employee's personnel file shall be open to inspection pursuant to the criteria and requirements in Florida Statute ~~231.294~~ 1012.31.

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**ARTICLE TWENTY
TERM OF AGREEMENT
FORM, EFFECT AND DURATION**

- A. This Agreement shall be effective July 1, ~~2012~~2015 and shall remain in effect through June 30, ~~2015~~2018.
- B. Re-openers: For the ~~2013-2014~~2016-2017 and ~~2014-2015~~2017-2018 school years of this contract, either party is entitled to reopen the contract for the purpose of negotiating Article 14(B), salaries and insurance. Additionally, each party may select up to three (3) additional articles each to negotiate. Negotiations to resolve said items may commence any time after May 1st of each year.
- C. Commencement of Negotiations: No later than May 1, ~~2015~~2016 either party may require, by written notice to the other, the commencement of negotiations for a successor agreement.
- D. All conditions and benefits of employment shall be maintained during the term of this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that this Article shall not apply in regard to changes which are expressly provided for in this Agreement or result from the implementation of any procedure expressly set for in this Agreement. If a conflict occurs between existing School Board policy and this Agreement, the provisions of this Agreement shall supersede those of School Board policy.
- E. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Dated this _____ day of _____, _____.

President, Broward Teachers Union

Superintendent, The School Board
of Broward County, Florida

Vice President, Technical Support
Professionals

Chair

Chief Negotiator, Steve Feldman

Chief Negotiator, Lorenzo Calhoun

Co-Chief Negotiator, Dorothy Davis

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**Broward Teachers Union - Technical Support Professionals
 SALARY SCHEDULE
 2015-2016 2014-2015**

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14
29	A	87,177	89,618	92,127	94,706	97,358	100,084	102,887	105,768	108,729	111,773	114,903	118,120	121,428
	H	47,637	48,971	50,342	51,752	53,205	54,699	56,223	57,785	59,384	61,021	62,695	64,405	66,150
28	A	81,413	83,693	86,037	88,446	90,922	93,469	96,085	98,776	101,542	104,385	107,308	110,312	113,401
	H	44,488	45,732	47,041	48,412	49,843	51,332	52,885	54,508	56,200	57,969	59,814	61,734	63,728
27	A	76,627	78,772	80,977	83,245	85,576	87,971	90,435	92,967	95,570	98,245	100,996	103,823	106,730
	H	41,872	43,047	44,247	45,488	46,769	48,091	49,444	50,838	52,272	53,745	55,257	56,808	58,400
26	A	71,409	73,408	75,464	77,577	79,750	81,982	84,278	86,638	89,064	91,558	94,121	96,757	99,467
	H	39,021	40,138	41,271	42,429	43,613	44,823	46,059	47,321	48,609	49,924	51,266	52,634	54,028
25	A	66,545	68,408	70,324	72,293	74,317	76,398	78,537	80,737	82,998	85,322	87,711	90,166	92,691
	H	36,362	37,381	38,428	39,504	40,608	41,741	42,903	44,095	45,317	46,569	47,851	49,164	50,508
24	A	62,011	63,747	65,532	67,367	69,254	71,193	73,186	75,235	77,342	79,507	81,733	84,021	86,374
	H	33,866	34,834	35,810	36,813	37,843	38,900	39,984	41,095	42,233	43,398	44,591	45,812	47,062
23	A	57,784	59,403	61,066	62,776	64,534	66,341	68,199	70,108	72,071	74,089	76,164	78,297	80,490
	H	31,576	32,468	33,385	34,328	35,300	36,303	37,337	38,392	39,468	40,565	41,684	42,825	43,988
22	A	53,852	55,360	56,911	58,504	60,143	61,827	63,558	65,337	67,166	69,048	70,981	72,969	75,012
	H	29,427	30,252	31,097	31,963	32,850	33,768	34,718	35,700	36,715	37,763	38,844	39,958	41,105
21	A	50,191	51,596	53,041	54,528	56,053	57,622	59,236	60,895	62,601	64,354	66,156	68,008	69,912
	H	27,426	28,194	28,981	29,798	30,646	31,525	32,436	33,380	34,356	35,365	36,408	37,485	38,597
20	A	46,765	48,074	49,420	50,804	52,226	53,688	55,192	56,737	58,322	59,949	61,617	63,326	65,076
	H	25,548	26,298	27,051	27,816	28,594	29,395	30,219	31,066	31,936	32,829	33,745	34,684	35,646
19	A	43,581	44,801	46,056	47,345	48,671	50,034	51,435	52,875	54,355	55,877	57,442	59,050	60,704
	H	23,845	24,485	25,166	25,888	26,642	27,428	28,246	29,096	29,978	30,892	31,838	32,815	33,824
18	A	40,614	41,750	42,920	44,121	45,356	46,627	47,932	49,274	50,653	52,072	53,530	55,030	56,571
	H	22,193	22,842	23,524	24,239	24,988	25,770	26,585	27,434	28,317	29,234	30,185	31,170	32,189
17	A	37,852	38,912	40,001	41,120	42,272	43,455	44,672	45,923	47,209	48,531	49,899	51,287	52,722
	H	20,682	21,263	21,883	22,544	23,236	23,968	24,741	25,555	26,409	27,303	28,237	29,211	30,225
16	A	35,268	36,255	37,271	38,314	39,388	40,490	41,623	42,786	43,986	45,221	46,494	47,806	49,157
	H	19,272	19,816	20,365	20,938	21,536	22,158	22,814	23,504	24,228	24,986	25,778	26,604	27,465
15	A	32,865	33,785	34,731	35,703	36,703	37,731	38,787	39,873	40,989	42,137	43,317	44,529	45,776
	H	17,988	18,461	18,979	19,510	20,062	20,635	21,229	21,854	22,509	23,195	23,912	24,660	25,439
14	A	30,759	31,620	32,506	33,415	34,352	35,314	36,303	37,319	38,364	39,439	40,542	41,678	42,845
	H	16,808	17,278	17,762	18,258	18,774	19,311	19,868	20,446	21,045	21,666	22,309	22,974	23,661

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

For the 2015-2016 school year, all eligible employees in the BTU-TSP bargaining unit shall receive a step increase retroactive to July 1, 2015. Eligibility for Step Advancement shall include any employee who worked one day more than half of their work calendar for the 2014-2015 school year and who is currently employed as of April 4, 2016, in a position which is classified in the BTU-TSP Unit.

For the 2015-2016 school year, employees on the top step of the salary schedule shall receive a one-time (non-recurring) bonus payment of \$500.

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

The rates on this salary schedule and employee salaries subject to it increased by 2.2% effective July 1, 2014.

All rates on this salary schedule and employee salaries subject to it shall increase by 2.5% effective January 1, 2014.

For the 2014-2015 School Year, employees shall remain on the same step as assigned for the 2013-2014-2013 School Year.

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