

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 issue corrective action to 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.

“Memorandum of Understanding” (MOU) - When situations arise to amend or modify contract language concerning terms and conditions of employment, the BTU-TSP has a right to enter into any Memorandum of Understanding (MOU). BTU-TSP is specifically authorized by bargaining unit employees to enter into a MOU that clarifies or amends contract language, without having to be ratified by bargaining unit members. Any MOU that constitutes an amendment to this Agreement will be incorporated in and made a part of this Agreement.

“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). The School Board may be referred to herein as either the “District” or the “Board”.

“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.

“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 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 Assignments:** It may be necessary for employees to assume additional responsibilities for a temporary period of time. When the added responsibilities fall within the definition of acting or working out of classification assignment (as defined below), and upon approval by the Superintendent and the Board, the employee shall be eligible for additional compensation.

1. **Acting Assignments:** An acting assignment is the temporary appointment of an employee to a vacant position assigned at a higher pay grade for which a Board approved job description exists

and for which the employee meets the minimum job qualifications. Employees appointed to an acting assignment may be relieved of their regular job duties and responsibilities for the duration of the appointment.

2. **Working Out of Classification Assignments:** A working out of classification assignment is the temporary appointment of additional responsibilities for a specific duty, special project or initiative that is distinctly different from the employee's regularly assigned job. While a Board approved job description is not required for a working out of classification assignment, a description of the responsibilities associated with the task and business rationale for the assignment must be included as part of the request.
3. **Temporary Assignment Eligibility Criteria and Provisions:** The following provisions are applicable to both acting and working out of classification assignments:
 - a. Offers of acting and working out of classification assignments shall be placed in writing by the supervisor to the employee on the basis of qualifications.
 - b. Assignments must be approved by the Superintendent and the Board.
 - c. Assignments must be for a minimum of thirty (30) days and shall not extend beyond 180 days without approval by the Superintendent or designee and reauthorization by the Board.
 - d. Employees temporarily assigned acting or working out of classification duties will receive appropriate orientation and training as determined necessary by the assigned department.
 - e. If an employee is unable to perform satisfactorily while assigned acting or working out of classification duties, he/she may be returned to their previous position. Performance in the temporary assignment shall not be reflected in their evaluation.
 - f. Employees that are temporarily assigned Board-approved acting or working out of classification responsibilities shall receive compensation in accordance with the promotional language in Article Eleven, Section F of this Agreement.

- g. Pay changes associated with acting and working out of classification assignments are provisional and are not considered part of the employee's permanent salary. At the conclusion of the temporary assignment, the employee's pay will be reduced to the amount earned prior to the temporary assignment.
- h. Employees who are temporarily assigned to work in a lower classification are ineligible for temporary supplemental pay and shall continue to be paid at the rate for their regular position.
- i. 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.
- j. 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, may be granted initial step placement higher than the beginning step on the salary schedule for the applicable paygrade. within a range indicated below according to the following schedule:

~~One (1) to five (5) years — Up to Step 2~~

~~More than five (5) and up to ten (10) years — Step 3 up to Step 6~~

~~More than ten (10) and up to fifteen (15) years — Step 7 up to Step 10~~

~~More than fifteen (15) 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.~~

Step placement will be determined by the Compensation & HRSS Department. Consideration shall be given to factors such as the external labor market, the market reference salary, competitiveness, comparability and internal consistency in making a final pay determination. Under no circumstances shall salary

placement be less than the minimum or above the maximum of the salary for range for the job.

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.

Step placement for the promotion will determined by the Compensation & HRIS Department. Consideration shall be given to factors such as the external labor market, the market reference salary, competitiveness, comparability and internal consistency in making a final pay determination. Under no circumstances shall salary placement be less than the minimum or above the maximum of the salary for range for the job.

~~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 an 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 be reassigned, to a position with a lower pay grade, as a result of a change in the Board's organizational chart or corrective 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 as a result of corrective action 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 Location Payroll Contact 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 Location Payroll Contact 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 paying back the overpayment 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 paid by direct deposit to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than five (5) direct deposit accounts. 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.
- N. **Salary Payments**
1. The Board and the BTU mutually agree that bargaining unit members shall be paid for the number of paid days in a pay period. The dollar amount of their first and last paycheck can vary from the paycheck received during the remainder of the bargaining unit member's contract year.

Pay dates will be set for every other Friday, except if the first pay date of the bargaining unit member's contract year does not fall on the second Friday, a partial paycheck will be cut for the number of days worked in the first week on the second Friday.
 2. A Paid Day shall be defined as all days from the start date through the end date of a bargaining unit member's contract year, excluding weekends (unless they are part of the bargaining unit member's work schedule).

3. Bargaining unit members shall earn their salary at the Equalized Daily Rate. A bargaining unit member's Equalized Daily Rate of Pay shall be calculated based upon dividing the annual salary by the number of paid days in the bargaining unit member's work calendar. Upon termination, bargaining unit members shall be paid through their last day worked as the Equalized Daily Rate.
4. Bargaining unit members may select the Year-Round Pay Option if they want to receive pay during summer months.
5. Each employee on a full-time basis shall receive the four (4) days of sick leave as of the first day of employment of each contract year, and thereafter, earn one-half (1/2) day of sick leave for each pay period of employment until the maximum accrual is met.
6. Employees whose work year is less than the normal 244-day work year shall select one (1) of the following three (3) pay options:
 - a. **Year-round pay:** The employee's salary shall be paid in bi-weekly payments based upon the employee's base contract 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

- b. **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

- c. **Annual Selection Period:** Employees shall be eligible to change options once annually during the enrollment period. Employees will not be allowed to change options during the course of a fiscal year. Employees hired to work after the

start of their respective calendar 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.

- Q. **Referendum Funds:** For the 2019-2020 school year, eligible employees of the BTU Technical Support Professionals bargaining unit whose effective start date is on or before June 30, 2019, will receive a Referendum Supplement equal to 4% of base salary.

For each of the 2020-2021, 2021-2022, and 2022-2023 school years, eligible employees of the BTU Technical Support Professionals bargaining unit will receive a Referendum Supplement equal to no less than 4% of base salary.

Said Referendum Supplements shall be paid in equal installments per pay period of the Employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the Employee.

The parties intend that these Referendum Supplements will be pensionable. Funds collected from the August 29, 2018 Referendum on a Question Regarding a Levy of Ad-Valorem Taxes for Essential Operating

Expenses ("Referendum Funds") shall continue to be appropriated to eligible employees in the BTU Technical Support Professionals bargaining unit, accounting for increases or decreases for the Certified School Taxable Value, and their distribution shall be negotiated annually by the parties until the referendum sunsets or is extended via Board approval and community vote.

- R. **Equity Supplement:** In an effort to maintain salary parity, the District will give an Equity Supplement to the remaining employees who are covered by this Agreement and who are not eligible to receive pay from the Referendum Funds. This Equity Supplement will be an aggregate amount equal to two (2%) percent of base salary of those employees, inclusive of fringe expenses, starting on July 1, 2019. The Equity Supplement for each employee shall be calculated based on the employee's base pay (excluding supplements, additional position payments and any other extra payments for work which is not part of the employee's regular work calendar, such as for summer school, in-service, attendance, etc.