ARTICLE 1
Recognition

A. The Board recognizes the BTU-ESP as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission in Case No. AC-2009-008, Certification No. 295, CERTIFICATION OF REPRESENTATIVE FOLLOWING VOLUNTARY RECOGNITION AND ORDER TO NEGOTIATE, issued by the Florida Public Employees Relations Commission on the twenty-fifth day of March, 2009, as amended:

"INCLUSIONS: All education support professional employees employed by The School Board of Broward County, including Classroom Assistants, Certified Classroom Assistants, Teacher Assistants, Certified Teacher Assistants, Program Assistants, BRACE employees, Vocational and Career Advisors, Parent Educators, Job Coaches, Educational Assistants, Home Service Educators, Even Start, Community Liaisons, Social Educators and Community Social Workers.

EXCLUSIONS: All other employees of The School Board of Broward County."

B. **Definitions:** The terms listed below, when used in any provisions of this contract, shall be defined as follows:

1. Employee - Any employee in the BTU-ESP bargaining unit as defined and certified by Public Employees Relations Commission (PERC). Employees may also be referred to as bargaining unit members.

2. Superintendent - The Superintendent of the District or his/her designated representative.

3. District - The School District of Broward County, Florida.

4. Immediate Supervisor - The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall be a person who is not a member of the bargaining unit represented by BTU-ESP. For purposes of grievance processing, the immediate supervisor shall be a school principal or center director.

5. Seniority - For purposes of this Agreement, seniority shall be defined as the longest uninterrupted service in the bargaining unit commencing upon completion of the employee's probationary period unless defined differently in a specific provision of this Agreement. Service shall not be deemed to be interrupted by any leave approved

and granted pursuant to this contract. An employee who leaves the unit for any position in the District or who is on layoff status retains earned seniority if he/she returns to the bargaining unit within one (1) year, and upon return, shall assume the accumulation of unit seniority.

Such seniority being equal between or among two (2) or more employees, the additional criteria to be used, in the following order, shall be:

a. the longest total service in a BTU-ESP bargaining unit position in the District;

b. the longest total service in any permanent position of employment by the District;

c. the earliest date of application for any position of employment by the District.

6. Probationary Employee — For a newly hired employee, whether full-time or part-time, the probationary period shall be one hundred thirty one (131) workdays. During said probationary period, the Board may suspend, terminate, or discipline a probationary employee for any reason whatsoever except for lawful union activities. No claim will be made by the employee or by the BTU-ESP that the action was improper (See Article 6- Section Q).

   Probationary employees shall be eligible for insurance coverage after completing their forty-fifth (45th) workday. Probationary employees shall accrue sick leave, but shall not be able to utilize the leave until their seventy-fifth (75th) workday. Should the employee be terminated prior to the completion of their full probationary period, all leave shall be returned to the School Board.

7. Permanent Full-Time Employee - An employee who has satisfactorily completed his/her probationary period of employment, as defined in Section 6 above in a position which has no predetermined termination date and calls for the employee to work as defined in Article 6 of this Agreement.

8. Regular/Permanent Part-Time Employee - An employee who has satisfactorily completed his/her probationary period of employment as defined in Section 6 above in a position which calls for the employee to work less than the normal work week but at least twenty (20) hours per week.

9. Temporary Full-Time or Temporary Part-Time Employee - An employee who has a predetermined termination date or who is hired exclusively for cafeteria duty as provided in Article ~~VI~~6, Section B.

   A temporary employee, except employees hired for cafeteria duty shall be automatically terminated by the School Board after one hundred twenty (120) workdays of temporary status, except when the employee is replacing a bargaining unit employee on disability income, workers compensation, or maternity leave. Temporary employees shall not be eligible for any fringe benefits (i.e., paid holidays, annual leave, sick leave, retirement, etc.).

10. Vacancy - When a permanent employee is sought to fill a permanent position.

11. Administrator - The Superintendent, Area and Associate Superintendent, principals, directors or their subordinate managers or supervisors responsible for the various levels of administrative duties.

12. Substitute - A casual employee who replaces a permanent employee absent from duty as defined in Article 1, B-7.

13. Administrative Designee - An administrator designated by the school principal or chief supervisory administrator.

C. **Bargaining Unit Clarification:**

1. The BTU-ESP shall be notified prior to changes in position titles. The parties agree that changes in position classification titles only shall not affect membership in the bargaining unit. Either party may seek an amendment to the certification of the bargaining unit to include new titles and exclude those no longer in use.

2. The BTU-ESP shall receive copies of new noninstructional job descriptions approved by the Board, with an indication of whether such positions are to be included in the BTU-ESP bargaining unit.

   It is further agreed that as new position classifications are created by the Administration and the Board, the questions of inclusion within or exclusion from the bargaining unit shall be determined by reference to the Recognition Article of this Agreement and the job descriptions of those classifications. Where the parties agree that new positions be included in the bargaining unit, they shall immediately seek an amendment to the certification of the bargaining unit to include the new certifications of employees. In the event the parties do not agree as to inclusion or exclusion, the

BTU-ESP will immediately seek unit clarification from the Public Employees Relations Commission.