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## ARTICLE SIX WORKING CONDITIONS

- A. The daily 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, when there is a workweek consisting of five (5) consecutive days. Other employees may be required to work a different schedule based upon the operational needs of the system.
- C. The workweek shall consist of five (5) consecutive days during the school year—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 District may change the workweek during the summer to four (4) consecutive days, in which case the standard daily working hours may be longer than eight and one-half (8.5) consecutive hours. The standard work week for payroll purposes shall be Monday through Sunday.
- E. **Compensatory Time**
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 in excess of the standard~~ workweek of thirty-seven and one-half (37.5) hours and compensatory time cannot be taken because of operational needs of the District, ~~overtime—the hours~~ 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.
- K. **Contract Renewal**
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.

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**L. Emergency Working Conditions**

In the event that, due to conditions beyond the control of the Board, including but not limited to hurricanes, windstorms, floods, and tornados, the Superintendent, or his or her designee, or the School Board, or any other public official, declares an emergency and directs the School Board to commence emergency operations and/or orders the schools, facilities or administrative areas to be closed, employees shall be compensated as described below:

1. Any employee regularly scheduled to work during the time of the emergency or who is ordered to return home during the emergency or prior to completion of said employee's work day shall be paid for all hours during the emergency period which the employee had been scheduled to work. Make up days may be required for those instructional days not waived by the State for employees in the Transportation Department and School Nurses/LPNs. Other employees required to work on those additional instructional days shall be compensated subject to emergency call back provisions.
2. Any employee scheduled to be on pre-approved sick leave, annual leave, or personal leave during the declared emergency shall suffer no loss of pay and no leave time shall be deducted from the applicable leave accumulation.
3. Any employee who is assigned or called back by the Board to work during the declared emergency shall be compensated at double the employee's straight time base hourly rate for all hours actually worked. This compensation shall be in addition to any compensation which would otherwise be due the employee under the provisions of paragraph 1 above.
4. Full-time employees who fail to report to work after a call-back shall not be compensated for days not worked while schools are closed due to the emergency conditions unless on approved leave prior to the time of the call-back or on other approved leave provided in this Agreement.

**M. Continuing Education:** 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

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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 30<sup>th</sup> 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~~-BTU-TSP 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 with the School Board, in order to be eligible to request the funds.

N. **Labor Management Meetings:** Upon mutual agreement, three (3) representatives of the Administration and three (3) representatives of the BTU-TSP will meet during the regular school year on an as-needed basis at times convenient to both parties for the purpose of reviewing the administration of the Agreement and to resolve matters of mutual concern.

The parties agree that each may invite subject matter experts ("SMEs") to the meeting, as needed, to address agenda items. The identity of any SMEs to appear at a Labor Management meeting will be shared at least forty-eight (48) hours before the meeting. Unless mutually agreed upon, the Labor Management meeting will not be scheduled for more than one and one-half (1½) hours. The parties agree that these meetings are intended to discuss matters of common interest. These meetings are not intended

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for the purpose of collective bargaining or to discuss matters of active grievances, pending arbitrations or disciplinary actions.

Each party will submit to the other at least seventy-two (72) hours prior to the meeting, an agenda covering what it wishes to discuss. Agenda items must be mutually agreed upon at least forty-eight (48) hours prior to the meeting. The parties will alternate the location of the Labor Management meetings.

The Chairperson will jointly rotate between the Administration and the Union. The Chairperson will be responsible for conducting the meeting and distributing the agenda. Summaries of action plans will be shared between both parties.