

**ARTICLE EIGHTEEN
MISCELLANEOUS**

- A. **Contracting Out:** The District 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 District 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 District 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 District recognizes the integrity of the bargaining unit and BTU-TSP's obligation to preserve regular unit employee's jobs who are presently employed. The District 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 District 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 District shall provide comprehensive liability coverage for all employees 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 an employee 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 District 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 TSP 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 District 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.