

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 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 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.

**Broward Teachers Union - Technical Support Professionals
SALARY SCHEDULE
2020-2021 2021-2022**

STEP	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14
29	A	95,012	97,672	100,406	103,217	106,108	109,079	112,133	115,273	118,500	121,818	125,229	128,735	132,340	136,046
	H	51.91895	53.37268	54.86692	56.40300	57.98228	59.60609	61.27513	62.99073	64.75425	66.56704	68.43113	70.34716	72.31721	74.34211
28	A	88,730	91,215	93,769	96,395	99,094	101,869	104,721	107,653	110,667	113,766	116,951	120,226	123,592	127,053
	H	48.48638	49.84429	51.23999	52.67484	54.14950	55.66601	57.22436	58.82657	60.47401	62.16734	63.90792	65.69710	67.53687	69.42790
27	A	83,513	85,851	88,255	90,726	93,266	95,877	98,563	101,322	104,159	107,075	110,072	113,154	116,322	119,579
	H	45.63559	46.91318	48.22655	49.57703	50.96530	52.39205	53.85929	55.36702	56.91727	58.51073	60.14872	61.83259	63.56372	65.34350
26	A	77,827	80,006	82,246	84,549	86,917	89,350	91,852	94,424	97,068	99,786	102,580	105,453	108,406	111,441
	H	42.52834	43.71887	44.94315	46.20184	47.49563	48.82519	50.19254	51.59769	53.04265	54.52812	56.05475	57.62458	59.23827	60.89695
25	A	72,526	74,556	76,644	78,790	80,996	83,264	85,595	87,993	90,457	92,990	95,593	98,270	101,022	103,850
	H	39.63166	40.74120	41.88178	43.05477	44.26015	45.49926	46.77348	48.08346	49.42991	50.81412	52.23683	53.69934	55.20301	56.74870
24	A	67,584	69,477	71,422	73,421	75,478	77,591	79,763	81,996	84,292	86,653	89,078	91,572	94,136	96,772
	H	36.93137	37.96532	39.02829	40.12097	41.24468	42.39944	43.58659	44.80681	46.06147	47.35120	48.67670	50.03934	51.44044	52.88078
23	A	62,978	64,741	66,554	68,418	70,334	72,304	74,328	76,409	78,548	80,748	83,009	85,334	87,724	90,180
	H	34.41397	35.37775	36.36851	37.38694	38.43371	39.51017	40.61634	41.75356	42.92250	44.12450	45.36025	46.63040	47.93634	49.27856
22	A	58,692	60,336	62,025	63,762	65,548	67,383	69,270	71,209	73,203	75,253	77,360	79,526	81,753	84,042
	H	32.07207	32.97036	33.89363	34.84255	35.81845	36.82136	37.85262	38.91221	40.00150	41.12184	42.27322	43.45700	44.67387	45.92473
21	A	54,701	56,233	57,808	59,427	61,090	62,801	64,560	66,368	68,227	70,137	72,101	74,120	76,195	78,329
	H	29.89147	30.72834	31.58883	32.47364	33.38273	34.31747	35.27853	36.26658	37.28233	38.32639	39.39949	40.50296	41.63679	42.80262
20	A	50,968	52,394	53,862	55,370	56,920	58,513	60,152	61,836	63,568	65,348	67,177	69,058	70,992	72,980
	H	27.85122	28.63074	29.43252	30.25657	31.10359	31.97420	32.86980	33.79038	34.73659	35.70912	36.70867	37.73653	38.79344	39.87966
19	A	47,497	48,827	50,195	51,600	53,045	54,531	56,057	57,627	59,240	60,899	62,605	64,357	66,159	68,012
	H	25.95474	26.68162	27.42874	28.19677	28.98642	29.79832	30.63250	31.49031	32.37173	33.27812	34.21017	35.16785	36.15253	37.16480
18	A	44,264	45,503	46,777	48,086	49,433	50,817	52,240	53,702	55,205	56,752	58,341	59,975	61,655	63,381
	H	24.18785	24.86478	25.56128	26.27668	27.01232	27.76889	28.54637	29.34546	30.16682	31.01179	31.88039	32.77329	33.69117	34.63452
17	A	41,254	42,409	43,596	44,816	46,071	47,360	48,687	50,050	51,452	52,892	54,373	55,896	57,461	59,069
	H	22.54312	23.17415	23.82273	24.48953	25.17524	25.87984	26.60468	27.34977	28.11578	28.90273	29.71193	30.54409	31.39919	32.27836
16	A	38,438	39,514	40,620	41,758	42,927	44,129	45,364	46,634	47,939	49,282	50,661	52,081	53,539	55,038
	H	21.00433	21.59216	22.19689	22.81847	23.45761	24.11429	24.78919	25.48299	26.19636	26.92998	27.68385	28.45931	29.25638	30.07555
15	A	35,818	36,821	37,853	38,912	40,002	41,122	42,273	43,456	44,673	45,924	47,209	48,531	49,890	51,286
	H	19.57286	20.12088	20.68443	21.26350	21.85876	22.47090	23.09990	23.74647	24.41126	25.09492	25.79750	26.51965	27.26203	28.02537
14	A	33,524	34,462	35,427	36,419	37,439	38,487	39,566	40,673	41,812	42,983	44,186	45,423	46,696	48,003
	H	18.31889	18.83182	19.35892	19.90086	20.45834	21.03134	21.62051	22.22590	22.84817	23.48798	24.14533	24.82158	25.51674	26.23120

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

For the **2021-2022** school year, bargaining unit employees who are in an active status as of the date of Board approval, will receive a one-time stipend (non-recurring, non-FRS eligible) equal to \$1,500.

For the **2020-2021** school year, bargaining unit employees who were in an active status on the first day of their work calendar and are in an active status as of the date of full ratification, will receive a one-time bonus (non-recurring, non-FRS eligible) equal to \$1,500.

As of 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.

As of 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.