

**ARTICLE FOURTEEN  
LAYOFF AND RECALL**

- A. **Layoff:** In the event the Board determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which 1) shall not be arbitrary or capricious; 2) shall not deprive employees of other rights conferred by this agreement or laws of Florida and the United States; and 3) shall be capable of uniform application. If a reduction in employees is determined to be necessary, the following procedure shall be controlling:

5. **ORDER OF LAYOFF**

- i. ~~Prior to February 2003, In order to accommodate new and revised job descriptions, the parties shall meet to negotiate the definition of~~ have the authority to modify job families within which displacement may occur upon mutual agreement without submitting the changes to ratification by members of the bargaining unit. The authority to incorporate such changes into the contract is limited to changes for the purpose of including new job descriptions in existing job families.

**ARTICLE EIGHTEEN  
MISCELLANEOUS**

**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 changes 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.
  
5. **New Job Descriptions:** When new job descriptions are proposed for positions that will be paid on the ASPT 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 Board 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. ~~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.~~

T/A  
DUP  
1/23/12  
Segna

**ARTICLE TWENTY  
TERM OF AGREEMENT  
FORM, EFFECT AND DURATION**

- A. This Agreement shall be effective July 1, ~~2008~~2010 and shall remain in effect through June 30, ~~2010~~2013.
- B. Re-openers: For the ~~2009-2010~~2011-2012 school year of this contract, either party is entitled to reopen the contract for the purpose of negotiating salaries and insurance. Additionally, each party may select up the three (3) additional articles each to negotiate. Negotiations to resolve said items may commence any time after May 1<sup>st</sup> of each year.
- C. Commencement of Negotiations: No later than May 1, ~~2009~~2013, either party may require, by written notice to the other, the commencement of negotiations for a successor agreement.
- D. All conditions and benefits of employment shall be maintained during the term of this Agreement at not less than the level in effect as of the effective date of this Agreement, provided that this Article shall not apply in regard to changes which are expressly provided for in this Agreement or result from the implementation of any procedure expressly set for in this Agreement. If an conflict occurs between existing School Board policy and this Agreement, the provisions of this Agreement shall supersede those of School Board policy.
- E. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that they understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
President, Technical Support  
Professionals

\_\_\_\_\_  
Superintendent, The School Board of  
Broward County, Florida

\_\_\_\_\_  
Chief Negotiator, George Segna

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Negotiator, Dorothy W. Davis

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Co-Chief Negotiator, Lorenzo Calhoun