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# Broward County School Board and Broward Educational Office Personnel Association (1982)

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# Broward County School Board and Broward Educational Office Personnel Association (1982)

**Location**

Broward Co., FL

**Effective Date**

7-1-1982

**Expiration Date**

6-30-1985

**Number of Workers**

1000

**Employer**

Broward County School Board

**Union**

Broward Educational Office Personnel Association

**Union Local**

Broward Co., FL

**NAICS**

61

**Sector**

Local government

**Item ID**

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**Comments**

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EES = 1,000

AGREEMENT BETWEEN THE  
BROWARD EDUCATIONAL OFFICE PERSONNEL ASSOCIATION\*  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

JULY 1, 1982 – JUNE 30, 1985

*\*This Agreement was negotiated with the Broward Educational Office Personnel Association. After it was ratified, the Broward Educational Support Personnel Association was elected as the official bargaining unit representative.*

X-6/85

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BEOP

NEGOTIATING TEAM

1982 - 1983

Mary Lou Monte	-	President, Sheridan Vocational
Lynda Lazarus	-	Chairperson, Hallandale Elementary
Marge Scott	-	MIS
Carole Stewart	-	McArthur High
Shirley Connor	-	Purchasing Department
Robert Sugarman	-	Attorney

SCHOOL BOARD

NEGOTIATING TEAM

1982 - 1983

Ronald Wright	-	Director, Noninstructional Staffing
Tony Panariello	-	Manager of Operations, MIS
Mark Seigle	-	Director, Employee Relations

## ARTICLE I

### Preamble

This agreement entered into this first day of July, 1982, by and between the Broward County School Board (hereinafter referred as the Board) and the Broward Educational Office Personnel Association (BEOP).

## ARTICLE II

### Purpose and Intent

The parties recognize that meeting the needs of the students of Broward County Public Schools and the expectations of the community requires the full, effective and cooperative effort of all staff members. Quality service is necessary to provide quality education and the parties desire that this agreement shall promote and insure a spirit of confidence and cooperation between them.

It is the purpose of this agreement to provide, where not otherwise mandated by the Constitution or Statutes of the State of Florida for the salary structure, fringe benefits, and conditions of employment of the employees covered by this agreement, avoid interruption of work, assure the continuous and efficient operation of the school system, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Administration.

## ARTICLE III

### Definitions

Terms in this agreement shall be defined as follows:

- A. "School Board"--The School Board of Broward County, Florida.
- B. "BEOP"--The Broward Educational Office Personnel Association.
- C. "Unit"--Employees in job classifications within the bargaining unit represented by BEOP.
- D. "State Regulations"--Regulations adopted by the Department of Education of the State of Florida to clarify and implement statutes which relate to education in the State of Florida.

- E. "Collective Bargaining"--The performance of the mutual obligation of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached.
- F. "Seniority"--Shall be defined as the length of continuous service with the School Board as a member of the unit. "Continuous Service" means uninterrupted employment with the School Board, and it shall include the time, if any, that an employee's name is on the seniority recall list of laid-off employees, and it also shall include the time, if any, that an employee's service shall be considered continuous even though she/he is employed from school year to school year on a calendar which is shorter than twelve (12) months.
- G. "Administration"--The Superintendent, Area and Associate Superintendents, principals, department heads, and/or their subordinate managers and supervisors responsible for the various levels of administration, excluding bargaining unit members.
- H. "Employee"--A member of the bargaining unit.
- I. "Layoff"--A reduction of employees instituted by the School Board. Loss of employment through no fault of the employee.
- J. "Probationary Employee"--A newly-hired employee, whether full or part-time, who has completed less than forty-five (45) work days of employment. Probationary employees shall not be covered by provisions of this Agreement unless expressly included in a particular article.
- K. "Permanent Employee"--An employee who has satisfactorily completed forty-five (45) working days of employment in a position which has no predetermined termination date and calls for the employee to work the basic work period of the normal work week as defined in Article IV of this Agreement.
- L. "Permanent Part-Time Employee"--An employee who has satisfactorily completed forty-five (45) working days of employment in a position which calls for the employee to work less than the normal work week but at least twenty (20) hours per week.
- M. "Temporary or Temporary Part-Time Employees"--Employees who have a predetermined termination date. Temporary employees shall not be covered by any of the provisions of this Agreement.
- N. "Working Days"--The work days of an employee's regular work week.



## ARTICLE IV

### Recognition and Negotiation Procedures

#### A. Recognition

The School Board recognizes BEOP as the sole and exclusive bargaining agent for all secretarial/clerical/technical employees of the School Board, except those specifically excluded by PERC.

#### B. Negotiation Procedures

In any negotiations described in this Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the School Board and by a majority of the members of the bargaining unit voting, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and reach tentative agreements in the course of the negotiations.

There shall be four (4) executed copies of any final agreement. Two (2) copies shall be retained by the School Board and two (2) by BEOP.

Any cost incurred by prior mutual agreement through impasse procedures will be shared equally by the School Board and BEOP unless otherwise provided by law.

#### C. Labor Management Committee

Representatives of the Administration and BEOP will meet during the regular school year, approximately once a month, at times convenient to both parties for the purpose of reviewing the administration of the agreement and to resolve problems that may arise therefrom. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Further, each party will submit to the other, at least twenty-four hours prior to the meeting, an agenda covering what it wishes to discuss. Should such a meeting result in a mutually acceptable amendment to this agreement, then said amendment shall be subject to ratification by the School Board and BEOP. Agendas may include discussion of appropriate calendar reporting and closing dates. One of the purposes of this Committee shall be to develop proposals for a viable inservice education program for members of the bargaining unit.

## ARTICLE V

### Conditions of Employment

- A. Permanent employees shall be given their Notice of Employment by the School Board indicating position and proposed work location for the following year on or before June 1.
  - B. New employees shall be given a Notice of Employment Status, Salary and Benefits, and a copy of this Agreement within fifteen (15) working days after Board approval of their employment.
  - C. A temporary employee shall be hired for an absent employee when reasonably considered necessary through mutual agreement of the office staff and the appropriate administrator.
  - D. Veterans of military service shall be reemployed in accordance with provisions of applicable law.
  - E. Upon request the president of BEOP shall receive two printouts, one by job position and one by work location, listing members of the bargaining unit, detailing the following:
    - 1. Contract Days
    - 2. Beginning Date of Employment by the School District
    - 3. Beginning Date in Present Position
    - 4. Salary
- The president of BEOP shall have the right to question Personnel Services relative to what may appear to be an irregularity.
- F. Duly authorized representatives of BEOP and its respective affiliates may, with the approval of the administrator, be permitted to transact official BEOP business on school property at all reasonable times, provided that this shall not interfere with or disrupt normal office operations.

## ARTICLE VI

### Hours of Work and Overtime

- A. The normal workday for full-time permanent unit employees shall be no longer than seven-and-one-half (7 1/2) consecutive hours (including one-half hour unpaid lunch period) for school personnel, and eight (8) consecutive hours (including a one hour unpaid lunch period) for county-level personnel.
- B. Employees who work overtime in excess of forty (40) hours of work per

week shall be compensated at an hourly rate, one-and-one-half times their regular hourly rate. By written mutual agreement of the appropriate administrator and the employee, compensatory time may be given in lieu of overtime. All hours worked above the regular work schedule up to forty (40) hours shall be compensated at the employee's regular hourly rate of pay. All overtime shall have the prior approval of the proper administrator.

- C. All employees working six (6) or more hours per day shall have two (2) fifteen (15) minute breaks each day, one in the morning, and one in the afternoon. Employees working less than six (6) hours per day shall have one (1) fifteen (15) minute break each day. Scheduled breaks may not substitute for paid work time. Break schedules will be determined by the appropriate supervisor.
- D. This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week.

## ARTICLE VII

### Payroll Deductions

- A. The School Board, where so authorized and directed in writing, by an individual employee covered under this contract upon the Authorization and Direction Form properly executed by the individual employee, will deduct that individual's membership monthly dues in Broward Educational Office Personnel from the wages of such individual employee, subject to the following terms and conditions:
  - 1. The Authorization and Direction Form shall become operative only when it is filed with the Personnel Services Department of The School Board of Broward County.
  - 2. The deduction shall commence not later than thirty (30) days after Personnel Services receives the Authorization and Direction Form.
  - 3. Any employee may cancel dues deductions upon thirty (30) days written notice to the School Board and BEOP.
- B. It is agreed that all sums deducted shall be transmitted to the Broward Educational Office Personnel Association within thirty (30) days from the date of deduction. BEOP agrees to return any dues which were erroneously deducted and received by BEOP.

## ARTICLE VIII

### Management Rights

- A. It is understood and agreed that the Board/Administration possess the right to operate and manage all schools, departments and programs and to direct the work forces.

The rights, powers, authority, and discretion which the Board/Administration deem necessary to carry out these responsibilities shall be limited by the express terms of this Agreement and shall be exercised consistent with this Agreement and Florida Statutes. In matters not covered by the provisions of this Agreement, the Board/Administration shall have the clear right to make decisions unilaterally.

- B. These management rights include, but are not limited to, the following:
1. Determine unilaterally the purpose and mission of the Broward County School System and all of the departments, agencies and programs under its jurisdiction.
  2. Set standards of service to be offered to the public.
  3. Exercise control and discretion over its organization and employees and establish employee calendars and the content of job descriptions.
  4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.
  5. Take disciplinary action for just cause.
  6. Determine the amount of work needed and, in accordance with such determination, relieve employees from duty for lack of work, lack of funds, and/or such other legitimate reason as the Board/Administration determines is essential.
  7. Hire, promote, transfer or assign employees.
  8. Schedule overtime work as required.
  9. Contract out (subcontract) for goods or services.
  10. Introduce new, improved or different methods and techniques of operation or work procedure.

The exercise of such rights shall not preclude employees from raising grievances, should decisions on the above matters have the practical consequence of violating the provisions of this Agreement.

- C. 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices, between the Board/Administration and BEOP, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE IX

Salary and Related Benefits

- A. The basic salaries of employees covered by this Agreement for 1982-83 shall be as set forth on page 26 of this Agreement. The effective date of this salary schedule shall be July 1, 1982.
- B. The basic salaries of employees covered by this Agreement for 1982-83 shall be increased by seven (7) percent over 1981-82 salaries. No unit member shall receive a step increase on the 1982-83 salary schedule. If a new Agreement is not reached before the expiration date of this Contract, no employee shall receive a salary step increase on the salary schedule unless it is called for in the successor Agreement.
- C. Longevity steps of \$500.00 each shall be paid to employees on their anniversary date of service based on the following years of services in the BEOP bargaining unit.
- 1) Fifteenth (15)
  - 2) Twentieth (20)
  - 3) Twenty-fifth (25)
- D. Verified enumerated experience in a unit (BEOP) for one day more than half the employee's calendar will constitute one "full year's employment".
- E. An employee working more than his/her calendar year shall be paid at his/her daily rate for those days worked beyond the contract year.
- F. Full-time employees who are regularly scheduled to report on or after 1:00 P.M. shall be paid a twenty (20) cents per hour night differential.
- G. New employees are to be considered probationary for the first forty-five (45) working days and shall be paid at the base salary for their job classification during the probationary period. Thereafter, they shall be considered permanent employees and shall be placed on the proper step on the salary schedule.
- H. Supplements may be paid to employees, in accordance with this provision, where the employee is the person principally assigned to the duty and the duty is performed, at least in part, beyond normal working hours. Upon the written recommendation of the principal, one employee at each school shall receive the following supplement for (1) calling substitute teachers and (2) acting as textbook chairperson:

1. Substitute Calling Supplement

<u>Number of Teachers for Whom Secretarial/Clerical Employee Call Substitutes</u>	<u>Amount of Supplement</u>
1 through 35	\$ 500
36 through 74	\$ 750
75 or more	\$1,000

2. Acting Textbook Chairperson Supplement

Textbook Chairperson	1-700	500
(Based on student population	701-1400	750
of October FTE count)	1401-above 1,000	

- I. When an employee is promoted to a higher position and grade classification, the step placement within the new grade shall be at the lowest annual salary that includes a two (2) step or 5.6% adjustment on the previous grade for the additional responsibilities.
- J. Individuals employed in the bargaining unit shall receive credit on the salary schedule equal to one (1) step for four (4) or more years of related experience.
- K. Employees on the 260 day calendar shall be paid on the basis of 244 working days per year effective July 1, 1979. The adjustment for these employees shall be made by multiplying the present daily rate for the 216 day calendar by 244 and then applying the above increase for 1979-80

ARTICLE X

Transfers and Reassignments

A. Voluntary Transfers

- 1. Employees who desire to transfer to another vacant position shall file a written statement with their administrator of such desire on such form set forth on page 31, one copy of which shall be filed with the administrator of the employee, one copy filed with the Noninstructional Personnel Department, and one copy to be retained by the employee.
- 2. A vacancy is deemed to have occurred when a person is sought to fill a full-time or part-time permanent position. Posting of the vacancy shall be made at least seven (7) working days before the vacancy is to be permanently filled. The date of posting shall appear on Notices of Vacancies.

3. No assignment of new employees to a specific bargaining unit position in the School District shall be made until all pending requests for reassignment or transfer to that position have been given due consideration and have been acted on.
4. Employees who have requested a transfer or reassignment shall be notified in writing of the Administration's action on said request as soon as action is taken. All unfilled transfer and reassignment requests terminate at the end of June 30 of each year; however, requests filed after April 1 of each year will be automatically reinstated. Employees may otherwise reinstate the request by filing an additional form.
5. Employees who desire to transfer to a position in another location shall file a written statement on the form as set forth on page 30 with the Director of Noninstructional Services with a copy to their administrator. When a vacancy arises in such location, due consideration shall be given to such transfer request before the assignment of a new employee to such position, provided, however, that mutual agreement of the respective administrators shall be required.
6. BEOP employees who voluntarily transfer to bargaining unit position vacancies shall earn the salary assigned the position and suffer no loss of seniority.

#### B. Involuntary Transfers

1. An involuntary transfer may be made when, in the judgment of the Superintendent, such a transfer is necessary for the good of the BCPS (Broward County Public Schools).
2. No employee shall be reassigned or transferred during the term of this Agreement on the basis of the employee's salary.
3. If an Administrator is assigned or transfers to a new position, the Administrator may choose to take one member of his/her staff with him/her. Any employee with less than three years seniority who is thereby displaced shall be offered every assistance in finding a new position by the Noninstructional Personnel Department in accordance with this Agreement. However, if an employee who is thereby displaced has three or more years of seniority, then that employee shall be offered a similar position. Under no circumstances shall the replaced employee, upon placement in the new position, suffer a reduction in pay unless he/she agrees to a shorter work calendar.

## ARTICLE XI

### Layoff and Recall

In the event the School Board determines that the number of bargaining unit personnel must be reduced for any reason, such reduction shall be based on objective, reasonable and nondiscriminatory standard which:

1. Shall not be arbitrary or capricious.
2. Shall not deprive unit employees of other rights conferred by this Agreement, by the laws of Florida, or by the laws of the United States.
3. Shall be capable of uniform application, and
4. Shall be based on seniority as fully described in this Article.

To implement this Article, the Board shall, through the appropriate department, keep and maintain a current seniority list of laid-off employees in each area of classification within the county and a copy of same shall be given to BEOP.

In the event the School Board determines that personnel must be reduced for any reason, the following procedure shall be controlling.

#### A. Layoff

1. Layoff shall be strictly by county seniority at the work location within job classification and the order of layoff shall be as follows:
  - a. First - Temporary or probationary employees shall be terminated.
  - b. Second - Permanent part-time employees shall be laid off.
  - c. Third - Permanent full-time employees shall be laid off.
2. If layoffs occur, written notice of layoff will be given to the employee and to BEOP twenty (20) working days before the action is to become effective. Should an employee be laid off without notice, then the employee shall receive full pay and benefits for the required period of notice.
3. Any employee who would have qualified for retirement and/or any rights which automatically attach after a fixed period of employment, shall be permitted to complete that school year so as to acquire needed service.
4. Any employee who is laid off/terminated due to the elimination of his/her job shall be placed on the recall list, and the recall procedure as outlined below will apply. Written notice of such a



layoff will be given to the employee and to BEOP twenty (20) working days before the action is to become effective. Thereafter, BEOP may request and shall be entitled to receive written documentation from the Board showing the basis for the job elimination. In the event the employee believes that the layoff was arbitrary or capricious, he/she may file a grievance to protest the layoff.

B. Recall

1. When it becomes necessary to implement recall procedures seniority shall apply Districtwide and may be calculated as defined in Article III, F within the area of qualified job classifications.
2. As vacancies occur in a particular job classification, and recall procedures are in effect, the five most senior qualified employees on the sniority recall list maintained by the Noninstructional Personnel Department, shall be interviewed for a particular vacancy. An employee shall retain her/his position on the seniority recall list for one year unless that person resigns, refuses three job positions offered, or accepts a vacant position offered.
3. Permanent full-time employees shall be recalled before any part-time employees are recalled.
4. No new appointments may be made while there are laid-off employees available who are qualified and willing to fill the vacancies.
5. An employee may be recalled to a job classification lower than that which was held immediately prior to the layoff. If he/she accepts the lower position, he/she shall remain eligible for recall to the former classification in accordance with the provisions of this Agreement.
6. Laid-off employees shall be notified of vacancy by certified mail, return receipt requested, to the last address given to the Personnel Department by the employee. A copy of the Notice of Recall shall be given to BEOP. The absence of such qualified personnel shall be certified by the Noninstructional Personnel Department. If an employee fails to respond within five (5) working days of return of the receipt of the above Notice of Recall, he/she shall be deemed to have refused the position offered.
7. When a laid-off employee's name is removed from the seniority list after one year, his/her employment with the School Board shall be considered terminated. His/her employment shall be considered

terminated if he/she resigns or refuses three job positions offered.

8. The School Board reserves the right to fill, immediately, a vacancy on a temporary basis not to exceed twenty (20) working days until the vacancy is filled, in accordance with the provisions of this Article and Article X, A-2.

## ARTICLE XII

### Procedures for Filling Vacancies

- A. A vacancy shall deem to exist when there exists an unfilled, permanent, budgeted position and a person is sought to fill such position.
- B. When a vacancy is to be filled, the District shall first comply with the provisions of Articles XI and then X.
- C. Notice of any remaining vacancy shall be posted on the bulletin board in a designated work area of all employees. A copy of said notice shall be given to BEOP at the time it is posted.
- D. No applicants shall be recruited to fill a vacancy from among persons who are not permanent members of the bargaining unit until five (5) working days after providing BEOP with a copy of the Notice of Vacaney.
- E. The Notice of Vacancy shall include the title, work location, salary, range, classification, qualifications of the position, effective date of the position, information concerning the securing of, and deadline for, filing of the application; and the person with whom the application is to be filed.
- F. The Notice of Vacancy shall remain posted for not less than seven (7) working days before the deadline for filing applications.
- G. All applicants shall submit an Application for Existing Vacancy (page 31) for any posted vacancy and the administrator shall consider and keep same on file until the position has been filled and all applicants notified.
- H. Prior to applying for a vacancy, the applicant must be qualified for the position through the District Testing Program. When the qualifications of applicants are substantially equal, preference shall be given to current employees and among such employees those with the greatest seniority.
- I. All vacancies must be filled according to the provisions of this Agreement. This will include:
1. Recall List
  2. Notice of Transfer List
  3. Regular Posting Procedures

- J. In all situations where vacancies are to be filled, the Administrator and/or his/her designee will interview qualified candidates for the positions, and the final selection will be made by the administrator and/or his/her designee in accordance with the provisions of this Article. Any position for which a panel interview is deemed appropriate to assist the administrator in making this decision shall require notice of the intended use of such panel to be included on the advertisement of vacancy.
- K. If an administrator wants to promote a member of his/her staff to a position in the same work location, providing the promotee has passed the required test for the position, there will be no need for advertising that position.
- L. The Noninstructional Personnel Department will make every effort to act within fifteen (15) working days upon all Status Changes which involve a promotion and salary increase.
- M. The Noninstructional Personnel Department will make every effort to act upon all Status Changes before the close of the fiscal year, June 30.

### ARTICLE XIII

#### Job Reclassification

- A. An employee may make a request for job reclassification. The response to such a request shall not be delayed or deferred.
- B. Whenever an employee has just cause to question a classification, the employee should apply for a review of the classification, in writing.
- C. Such request, accompanied by a recommendation by the supervising administrator, shall be forwarded to Personnel Services by the employee's immediate supervisor, within ten (10) working days of receipt of request.
- D. Within twenty (20) working days of such receipt, by Personnel Services, of request for reclassification, Personnel Services shall render a decision. The Associate Superintendent for Personnel will explain in writing the basis for the decision in the event the request is denied. Such request shall not be unreasonably withheld.
- E. If the employee or the employer is not satisfied with the decision, the same may, within ten (10) working days, request a hearing by the Superintendent or her/his designee. Such hearing shall be held within fifteen (15) working days of the request. At the hearing, the parties may be accompanied by representatives of their choosing, and may produce any documents and evidence to support the claim for reclassification. The Superintendent shall render a final decision within ten (10) days.

## ARTICLE XIV

### Disciplinary Action

- A. Whenever the employer contends that an employee has violated any rule, regulation, or policy for which disciplinary action is being recommended or taken, that employee shall be notified in writing by his/her administrator, with the employee being informed of the rule, regulation or policy allegedly violated. A meeting shall be held in connection with the alleged violation. The BEOP representative, at the request of the employee, may participate in the meeting or may serve as an observer.
- B. The School Board shall, at the request of the employee, furnish BEOP with a copy of any disciplinary action notification against an employee in this bargaining unit.
- C. There shall be no reprimand placed in an employee's personnel folder, unless the employee, upon her/his request has first been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement must be submitted within seven (7) working days of the notice, evaluation or reprimand. The rebuttal statement shall remain as a part of such statement or material so long as the reprimand remains in the employee's folder.
- D. An employee shall be entitled to have present a representative of BEOP when she/he is disciplined for an infraction of rules or deficiency in professional performance, excluding informal warnings, criticisms, or suggestions for improvement which do not form the basis of formal action. When a request for such representation is made a reasonable opportunity shall be given to the employee to have a representative of BEOP present. In an emergency, or in the event a BEOP representative is not readily available, the employee shall be informed of the action taken and shall be entitled to a later meeting with the appropriate administrator and a BEOP representative present. Such meeting shall be scheduled as promptly as possible. Any employee who is dismissed for disciplinary reasons shall be notified in writing of such dismissal which shall include the specific reasons thereof.
- E. Any discipline of an employee, including but not limited to reprimand, suspension, demotion, or discharge, shall be only for just cause.

## ARTICLE XV

### Grievance Procedures

- A. Any claim by an employee, group of employees, or BEOP at the request of employees, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order, or regulation of the Board deemed to be in violation of the Agreement

may be processed as a grievance as hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting at any time, her/his own grievance, in person or by legal counsel, to the Board, and having such grievance adjusted without the intervention of BEOP, if the adjustment is not inconsistent with the terms of this Agreement, and if BEOP has been given reasonable opportunity to be present at any meeting called for the resolution of such a grievance.

- B. In the event that an employee believes that there is a basis for a grievance, she/he shall first discuss promptly, the alleged grievance with the immediate supervisor either personally, or if she/he prefers, accompanied by a BEOP representative, within twenty (20) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.
- C. If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through BEOP, within five (5) working days of the informal discussion, on the form set forth in on page 29, signed by the grievant and a representative of BEOP, which form shall be available from the immediate supervising administrator or the BEOP Building Representative in each building. An employee shall elect the grievance procedure under this Article or under Board Policy 4015, and such election shall be binding.

#### STEP I

The grievant may submit to her/his immediate supervisor, a copy of the grievance form. In cases where the immediate supervisor is an office manager, the grievant shall submit the grievance form to her/his principal/administrator. If the grievance involves more than one school building or employee, it may be filed by BEOP on behalf of the employees, with the Superintendent of his/her designee. The grievance shall list the affected buildings and/or individuals or classifications involved. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance, in writing, within five (5) working days after such meeting, and shall furnish a copy thereof to BEOP.

#### STEP II

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievant and/or BEOP may submit the grievance to the Superintendent or her/his designee within seven (7) working days of the disposition or expiration of the time limit. Within seven (7) working days the Superintendent or her/his designee shall meet with the grievant and shall indicate the disposition of the grievance, in writing, within seven (7) working days of such a meeting and shall furnish a copy thereof to BEOP.

#### STEP III

If the grievant is not satisfied with the disposition of the grievance by the

Superintendent or designee, or in the case of a class grievance by BEOP, if no disposition has been made within the specified time limit, the grievance may be submitted by BEOP to arbitration before an impartial arbitrator mutually selected by the parties within twenty (20) working days of the date of the disposition at Step II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association or Federal Mediation Conciliation Service, in accordance with their rules, which rules shall likewise govern the arbitration proceedings. The arbitrator shall have no power to add to, or subtract from, modify, or alter the terms of this Agreement. The parties shall not be permitted to assert, in such arbitration proceedings, any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator, shall not constitute an admission that the contract has been violated.

- D. The Board and BEOP shall share, equally, the fees and expenses of the arbitrator. Each party shall be responsible for any additional expense it chooses to incur.
- E. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible. Whenever illness, or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during school hours, the grievant, one BEOP representative and witnesses whose presence is required shall be excused without loss of pay or accumulated leave for that purpose, provided witnesses may be placed on call whenever feasible.
- F. Adjustment of any grievance, as described herein shall not be inconsistent with the provisions of this Agreement.
- G. All employees will be entitled to fair, reasonable, and equitable treatment. An employee who participates, or intends to participate in any grievance, as described herein, shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention.
- H. All documents, memoranda, correspondence, and records dealing with the grievance proceedings shall be maintained in the County personnel file of the grievant.

## ARTICLE XVI

### Reemployment Rights

- A. Employees who resign in good standing, if reemployed within three (3) years from the effective date of resignation shall retain credit for their prior years of experience as a unit member with the School Board and shall retain their unused accumulated sick leave earned prior to termination. Additionally, any passing grade achieved on classification tests prior to resignation shall remain valid. Such an employee's salary shall be in accordance with the salary schedule for the position to which the person is being employed.
- B. Employees who are laid off without prejudice, if reemployed within three (3) years from the date of layoff, shall retain credit for their prior years of experience as a unit member with the School Board, retain unused accumulated sick leave earned prior to layoff, and classification examinations passed prior to layoff, shall remain valid. Salary shall be in accordance with the salary schedule for the position in which they are being employed.
- C. Employees reemployed under paragraph A and B above, may utilize sick leave, if ill, from the day of rehiring.

## ARTICLE XVII

### Movement Into and Out of the Bargaining Unit

- A. If a unit employee moves to a secretarial/clerical position with the School Board that, but for its confidential nature, would have been included in the unit, then upon her/his return to the unit she/he shall be considered to have had continuous service with the School Board as a unit member for seniority purposes from her/his original date of hire as a unit member if her/his service with the School Board in a secretarial/clerical position was continuous as defined in Article II of this Agreement.
- B. If a non-unit employee in a secretarial/clerical position with the School Board that, but for its confidential nature, would be included in the unit, moves to a unit position, then she/he shall be considered to have had continuous service with the School Board as a unit member for seniority purposes from her/his original date of hire in the School System in accordance with Article III - F of this Agreement.

## ARTICLE XVIII

### Personnel Files

- A. An employee's official personnel file shall be maintained in the County Noninstructional Personnel Department.

- B. Any item(s) detrimental to an employee's employment status which are inappropriate, shall be removed from the employee's official personnel file and destroyed upon request by the employee to the Superintendent; provided that the Superintendent's refusal to do so may be subject to the grievance procedure. However, records of a permanent nature such as; payroll records, health records, evaluations, etc., shall remain in the employee's official personnel file.
- C. Items which adversely reflect on an employee's ability, competence, qualifications, morals and/or character, may not be placed in an employee's official personnel file, unless the employee has been given an opportunity to read such items. The employee shall acknowledge reading such items by signing them. Additionally, the employee shall have the right to respond, in writing, to any such items. Any such response shall be maintained in the employee's official personnel file.
- D. An employee, her/his legal representative, or her/his designee from BEOP, shall have the right to examine and reproduce the contents of her/his official personnel file in the presence of a designated employee from the County Noninstructional Personnel Department. An employee shall have the right to respond, in writing, to any item in her/his official personnel file. Any such response shall be placed and maintained in the employee's official personnel file.
- E. Test results which indicate proficiency in various skills shall remain valid for employees who apply for positions requiring such skills at or below such levels of proficiency, for a period of three (3) years from date of tests.

#### ARTICLE XIX

##### Performance Evaluation

- A. All permanent employees shall be evaluated at least once each fiscal year prior to May 1. All probationary employees shall be evaluated at the end of forty-five (45) working days.
- B. Any probationary period may be extended once by the Administrator/Supervisor provided that the total period of extension may not exceed the original period and the employee has agreed in writing to the extension.

When circumstances arise which make it impossible to conduct a timely evaluation, said evaluation may be waived solely upon the written approval of the principal, department head or appropriate level supervisor.

- C. Supervisory personnel shall hold a meeting at the beginning of the fiscal year to inform employees of the evaluation procedure. New employees shall be so informed of the evaluation procedure within one week after commencing employment.
- D. Evaluations will be based on firsthand knowledge of the employee's performance.
- E. Supervisory personnel will note on the evaluation form the employee's strengths and deficiencies and suggest ways to correct these deficiencies.
- F. Employees of this unit will be informed of their evaluation through a conference with the employee's supervisor. The employee will be



given a copy of the evaluation to sign and a copy to keep. This signature will acknowledge that the employee has seen the evaluation and does not necessarily acknowledge agreement with the evaluation. The employee may attach a reply to the evaluation.

- G. There shall be no evaluation statement or reprimand placed in an employee's personnel file unless the employee has first been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement shall remain as a part of such material as long as the statement, reprimand, or evaluation remains in the employee's personnel file.

## ARTICLE XX

### BEOP Services, Rights, and Responsibilities

- A. Personal reasons leave shall not be granted on the day preceding or following a holiday, nor during the first or last week of school, except with the permission of the employee's principal/supervisor.
  - 1. Personal reasons leave shall require forty-eight (48) hours advance notification except in emergencies.
- B. Members of the bargaining unit shall be afforded reasonable access to information during the bargaining process and in the administration of this Agreement.
- C. Upon approval of the Administration, BEOP and its representatives may have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The School Board may charge a reasonable fee for facilities and equipment.
- D. Upon approval of the Administration, BEOP and its representatives shall have the right to use school buildings at reasonable hours.
- E. The School Board will furnish BEOP with bulletin board space at each location where unit employees work. It is intended for purposes of interpretation that the bulletin boards shall provide for employee information and internal communications.
- F. The School Board agrees to furnish to BEOP's President the following:
  - 1. Full School Board Agendas furnished School Board members.
  - 2. Minutes of School Board Meetings.
  - 3. Names and addresses of all bargaining unit personnel, salaries, years of experience, contract days, total employees in job positions, and average salary of total employees in positions.

4. Such other specific information, if available, as will assist BEOP in developing intelligent, accurate, informed and constructive programs on behalf of the clerical personnel, together with information which may be necessary for the clerical personnel to process a grievance.
- G. One representative of BEOP shall be entitled to release time without loss of pay to represent an employee in grievance hearings and arbitration proceedings.
- H. This Agreement shall supersede any policies, rules, regulations, or practices of the School Board which are contrary to, or inconsistent with, the terms of this Agreement. However, no provisions of this Agreement shall be construed to prohibit the School Board from complying with all Federal, State, and local laws with all court orders affecting the School Board and with the School Board's valid affirmative action program.
- I. Nothing contained herein shall be construed to deny any employee her/his rights under Florida State Law or under Florida State Board of Education Regulations.
- J. Any written information coming from the School Board concerning any matter covered by this Agreement which affects the unit as a whole shall be disseminated through the Noninstructional Personnel Department and shall be made available to the President of BEOP.
- K. Effective July 1, 1983, the president of the Association shall be granted an unpaid personal leave for his/her respective term of office. The employee must have a minimum of one full year (187 days) of employment to qualify for this leave. The employee may continue to participate in Board insurance programs providing he/she pays the full cost of the insurance. Upon return from such leave, the employee shall be reemployed by the School Board in their prior job classification, if available, and in the area closest to the employee's home. If no jobs in that classification are available within said area, he/she shall be offered said job classification in the next closest area to the employee's home. If there are no vacancies in the employee's prior classification within the district, the employee shall be offered the next lowest job classification for which he/she is qualified as defined by School Board policy.

#### ARTICLE XXI

##### Complete Agreement and Waive of Bargaining

- A. This Agreement represents a complete and final understanding on all bargainable issues between the School Board and BEOP, except as herein specifically excepted.

- B. Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only shall be renegotiated by the parties without impairing the validity and the enforceability of the rest of the contract.
- C. This Article shall not be construed to preclude appropriate proceedings to construe the meaning of portions of this contract in the event of disagreement.

## ARTICLE XXII

### Strike

The Broward Educational Office Personnel Association and its officers, agents, representatives, and members agree that they will not participate in a strike against the School Board by instigating or supporting in any manner, a strike as provided in PERA Sections 447.203 (6), 447.510 (2) (e), 447.505.

## ARTICLE XXIII

### Political Activity

Employees shall have the liberty to engage in political activities when such activities do not conflict with normal working hours, provided such action is within the laws of the United States of America and the State of Florida.

## ARTICLE XXIV

### Miscellaneous

#### A. LEAVES

BEOP employees shall continue to receive annual, holiday, sick, personal, maternity, jury duty, temporary duty leave, and leave benefits granted other noninstructional employees, and where applicable, with present Board policy.

#### B. HOLIDAYS

Holidays shall be observed in accordance with the School Board calendar which applies to other employees working similar periods.

#### C. INSURANCE

BEOP employees shall receive the insurance coverage as provided by the School Board for other School Board bargaining units with comparable terms and provisions for premium payment.

D. JOB DESCRIPTIONS

Current job descriptions for unit employees will be available from Noninstructional Personnel Department and each work location. The School Board agrees to furnish an adequate supply of job descriptions to the President of BEOP or her/his designee, upon request.

E. CALENDARS

If during the term of the Agreement, the calendar for the District Administrators (12 month employees) is adjusted from 244 days to 250 days (6 paid holidays), the 12 month calendar for BEOP employees shall be similarly adjusted.

F. PRODUCTIVITY

1. One day, during the 206 day calendar, and prior to school, shall be scheduled for inservice training for bargaining unit employees.
2. Bargaining unit members shall work through twenty-eight (28) fifteen-minute breaks during the school year.

ARTICLE XXV

Term of Agreement

- A. This Agreement shall be effective July 1, 1982, and shall remain in full force and effect until June 30, 1985, at which time it will expire.
- B. Either the School Board or the Association may require, by written notice to the President of BEOP or to the Superintendent, respectively, between April 1 and May 2 of the second and third years of this Contract, a reopening of negotiations solely for the purpose of establishing the salary schedules for the 1983-84 and 1984-85 school years.
- C. The provisions of this Agreement shall be fully effective during and for any summer school programs falling within the terms of this Agreement.

BROWARD EDUCATIONAL OFFICE  
PERSONNEL ASSOCIATION, INC.

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
Negotiating Team Chairperson

\_\_\_\_\_  
Superintendent

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between The School Board of Broward County, Florida and the Broward County Educational Office Personnel Association.

The above cited parties mutually agree that the work experience credit provided under ARTICLE IX of the negotiated agreement between the parties must be verified through the following procedures:

- (1) Verification of job experience shall be a written, notarized letter from the chief executive officer or his/her designee on their letterhead. The letter shall contain the following information: Job title held by the affected employee and a brief description of said job duties; number of hours worked per week, and beginning and ending dates of employment.
- (2) Verification of previous employment must be received by the Department for Noninstructional Personnel no later than four (4) months from the beginning date of employment in any school year to be effective during that school year. Individuals employed within the last four months of the school year must furnish verification prior to the beginning of the last pay period of the employee's work calendar.

This Agreement shall be in effect from October 1, 1982 through June 30, 1985, at which time it shall expire.

\_\_\_\_\_  
The School Board of Broward County, FL

\_\_\_\_\_  
Association

\_\_\_\_\_  
Date

BEOP UNIT\*

<u>PAY GRADE</u>	<u>JOB CLASSIFICATION</u>
11	PBX Operator General Clerk
12	Clerk Typist Library Clerk
13	Keypunch Operator II (County) Registrar II (Middle School) Secretary III Data Processing Clerk II (Middle School)
14	Keypunch Operator I (County) Registrar I (High School & Vocational Centers) Secretary II Data Processing Clerk I (High School) Clerk Specialist II (County) Budgetkeeper Bookkeeper II (Elementary & Middle School)
15	Technician II (County) Bookkeeper I (High School, Vocational Center & County) * Accounting Clerk (County) Office Manager II (Elementary & Middle School) Clerk Specialist I (County)
16	Office Manager I (High School, Vocational Center & Secretary I (County) County)
18	Executive Secretary (County) Technician I (County) Programmer II (County) Administrative Specialist (County) Business Manager Buyer (County)
21	Programmer I (County) Accountant (County) Auditor (County)

\*Note: See Perc Case No. RC-82-029 and Perc Order No. 82E-363  
for the correct description of this bargaining unit.

BROWARD EDUCATIONAL OFFICE PERSONNEL  
1982-83

Grade	12 Mos	A	B	C	D	E	F	G	H	I	J	K	L	M
21	Annual Daily	19,774 81.04	20,328 83.31	20,897 85.64	21,482 88.04	22,083 90.50	22,701 93.04	23,337 95.64	23,990 98.32	24,662 101.07	25,353 103.91	26,063 106.82	26,793 109.81	27,543 112.88
20	Annual Daily	18,424 75.51	18,940 77.62	19,470 79.80	20,015 82.03	20,575 84.32	21,151 86.68	21,743 89.11	22,352 91.61	22,978 94.17	23,621 96.81	24,282 99.52	24,962 102.30	25,661 105.17
18	Annual Daily	16,001 65.58	16,449 67.41	16,910 69.30	17,383 71.24	17,870 73.24	18,370 75.29	18,884 77.39	19,413 79.56	19,957 82.79	20,516 84.08	21,090 86.43	21,681 88.86	22,288 91.34
16	Annual Daily	13,894 56.94	14,283 58.54	14,683 60.18	15,094 61.86	15,517 63.59	15,951 65.37	16,398 67.20	16,857 69.09	17,329 71.02	17,814 73.01	18,313 75.05	18,826 77.16	19,353 79.32
15	Annual Daily	12,948 53.07	13,311 54.55	13,684 56.08	14,067 57.65	14,461 59.27	14,866 60.93	15,282 62.63	15,710 64.39	16,150 66.19	16,602 68.04	17,067 69.95	17,545 71.91	18,036 73.92
14	Annual Daily	12,066 49.45	12,404 50.84	12,751 52.26	13,108 53.72	13,475 55.23	13,852 56.77	14,240 58.36	14,639 60.00	15,049 61.68	15,470 63.40	15,903 65.18	16,348 67.00	16,806 68.88
13	Annual Daily	11,246 46.09	11,561 47.38	11,885 48.71	12,218 50.07	12,560 51.48	12,912 52.92	13,274 54.40	13,646 55.93	14,028 57.49	14,421 59.10	14,825 60.76	15,240 62.46	15,667 64.21
12	Annual Daily	10,479 42.95	10,772 44.15	11,074 45.39	11,384 46.66	11,703 47.96	12,031 49.31	12,368 50.69	12,714 52.11	13,070 53.57	13,436 55.07	13,812 56.61	14,199 58.19	14,597 59.82
11	Annual Daily	9,763 40.01	10,036 41.13	10,317 42.28	10,606 43.47	10,903 44.68	11,208 45.93	11,522 47.22	11,845 48.55	12,177 49.91	12,518 51.30	12,869 52.74	13,229 54.22	13,599 55.73

The salaries listed above are based on a seven (7) hour workday and a twelve (12) month calendar (244 days). For a contract calendar other than twelve months - multiply appropriate day rate by days in assigned calendar. For a shorter workday - divide daily rate by seven (7) and multiply hourly rate by normal working hours for new day rate.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

EMPLOYEE PERFORMANCE EVALUATION

Name	(Last)	(First)	(Initial)	Period Covered
				From / / To / /
				Mo. Day Yr. Mo. Day Yr.

Classification	Status	If Prob. Date Ends	Social Security No.

School/Department	

Reasons for Review	End of Probation	Annual Review	Other

Check Items	Unsatisfactory
Excels	Not Applicable
Satisfactory	
Needs Improvement	

I. QUANTITY OF WORK	COMMENTS
Amount of work performed	

II. QUALITY OF WORK	
Accuracy	
The achievement of objectives; effectiveness	
Initiative & resourcefulness	
Neatness of work product	
Other _____	

III. WORK HABITS	
Attendance	
Observance of work hours	
Completion of work on schedule	
Compliance with rules, policies and directives	
Safety practice	
Use of tools and equipment	
Other _____	

IV. PERSONAL RELATIONS	
With fellow employees	
With supervisors	
With public	

V. SUPERVISORY PERFORMANCE  
(If applicable)

- Efficiency and effectiveness of work unit
- Training and development
- Personnel management
- Decision-making and delegating
- Safety record

RATER'S OVERALL EVALUATION

- Unsatisfactory: Performance is inadequate and must be corrected.
- Needs Improvement: Performance does not fully meet job requirements as indicated below.
- Satisfactory: Employee is performing as required and expected in an entirely satisfactory manner.
- Excels: Performance surpasses job requirements.

If an employee is eligible for permanent status, check following:  
 Granted            Denied            Extended \_\_\_\_\_ months  
 with the employee's written permission. (Attached) (Probationary period may not extend beyond one year.)

If an employee was rated "Unsatisfactory" when will another evaluation be conducted? \_\_\_\_\_  
 Date

IN WHAT WAYS CAN OR MUST THE EMPLOYEE IMPROVE PERFORMANCE?

This report is based on my observations, knowledge of employee's performance and review of applicable information. It represents my best judgment of the employee's performance.

EVALUATOR'S SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

I acknowledge that I have received a copy of this evaluation. I have had an opportunity to discuss it with my supervisor. In signing this evaluation, I do not necessarily agree with the conclusions. I understand that I may write my comments below or on another sheet of paper.

EMPLOYEE COMMENT:

EMPLOYEE SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

GRIEVANCE NO. \_\_\_\_\_

OFFICIAL GRIEVANCE FORM

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ ASSIGNMENT: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ HOME PHONE \_\_\_\_\_

STEP I

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Article(s) and Section(s) alleged to have been violated:  
Article: \_\_\_\_\_ Section: \_\_\_\_\_

C. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

E. Disposition of Immediate Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature) (Date)

- 1 Copy to Immediate Supervisor
- 1 Copy to BEOP
- 1 Copy to BEOP Building Representative
- 1 Copy to Grievant

Note: The parties agree that these forms shall be subject to finalization consistent with the appropriate sections of this agreement.

TRANSFER REQUEST FORM

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL/DEPARTMENT \_\_\_\_\_

PRESENT CLASSIFICATION \_\_\_\_\_

HIGHEST CLASSIFICATION YOU PRESENTLY HOLD \_\_\_\_\_

I REQUEST THE FOLLOWING TRANSFER: \_\_\_\_\_

\_\_\_\_\_

REASON FOR REQUEST (OPTIONAL): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Employee's Signature)

- DISTRIBUTION:  
One (1) copy to Principal/Department Head  
One (1) copy to Personnel Services  
One (1) copy to be retained by Employee

Request Granted: ( ) Date: \_\_\_\_\_  
Request Denied: ( ) Date: \_\_\_\_\_

REASON: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)  
(Principal/Department Head or Personnel Services)

APPLICATION FOR AN EXISTING VACANCY

TO: \_\_\_\_\_  
(Principal or Department Head)

FROM: \_\_\_\_\_  
(Name of Applicant)

RE: Application for an Existing Vacancy

I wish to apply for the position of \_\_\_\_\_  
at \_\_\_\_\_ School/Department which was advertised  
in the circular dated \_\_\_\_\_  
(month / date / year)

My qualifications for the position are as follows:

Have you passed the current test requirements for the position being  
applied for? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Date)

Current employees in the school system should supply the following  
information:

CURRENT SCHOOL/DEPARTMENT: \_\_\_\_\_

CURRENT POSITION: \_\_\_\_\_

## NOTES



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