

ARTICLE ____: BOARD RIGHTS

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3 A. The Board on its own behalf and on behalf of the electors of Santa Rosa County
4 School District, hereby, retains and reserves unto itself, except as specifically stated
5 by this Agreement, all powers, rights, authority, duties and responsibilities conferred
6 upon and vested in it by the school code and the laws and the Constitution of the
7 State of Florida and/or the United States. Such rights and duties shall include, by way
8 of illustration and not by way of limitation, the right to:
9 1. Manage and control its business, its equipment, its facilities, and its operations
10 and to select and direct all employees and all affairs of the local school district.
11 2. Adopt policies; assign, reassign and direct its personnel; and, hire, evaluate,
12 promote, reprimand, suspend, discharge, transfer, lay off, and assign work or
13 duties to employees.
14 3. Establish hiring procedures and, subject to the provision of the law, determine the
15 qualifications of employees, including health and conditions.
16 4. Establish courses of instruction and in-service training programs for employees
17 and to require attendance at any or all workshops and/or conferences by
18 employees.
19 5. Determine the financial policies and all matters pertaining to public relations.
20 6. Determine the size of the management organization, its functions, authority,
21 amount of supervision, and table of organization.
22 7. Take necessary steps to be in compliance with the Americans With Disabilities Act
23 of 1990.
24 8. The listing of specific management rights in this Agreement is not intended to be,
25 nor shall it be restrictive of or a waiver of any rights of management not listed
26 and specifically surrendered herein, whether or not the Board has exercised such
27 rights in the past.
28
29 B. The Association recognizes that the Board is legally responsible for the operation of
30 the entire school system within the geographic boundaries of the Santa Rosa County
31 School District, and that the Board has the necessary authority to discharge all of its
32 responsibilities.
33
34 C. In meeting such responsibilities, the Board, as the legislative and policy making body,
35 acts through the School Superintendent and his/her administrative staff. The Board,
36 Superintendent, and administrative staff shall be free to exercise all of their
37 managerial rights and authority to the extent permitted by law, State Board of
38 Education Regulations, School Board Policies and this collective bargaining Agreement.
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ARTICLE ____: ASSOCIATION AND EMPLOYEE RIGHTS

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4 A. The Association, a private organization, shall have the same right to use the school
5 buildings and facilities as any other community organization.
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7 B. The Association shall have the right to post notices of activities and matters of the
8 Association on the appropriate and specifically assigned bulletin board. Where a
9 bulletin board is not already provided, the Association will provide one at its expense.
10 The school principal shall determine location of the bulletin board in each school. The
11 Association may have the right to use the employee school mailboxes for the purpose
12 of distributing Association material relating to Association business to employees.
13
14 D. Duly authorized representatives of the Association may be permitted to transact
15 official Association business on school property provided that this shall not interfere
16 with or disrupt school operations and has received the permission of the school
17 principal.
18
19 F. The Board, upon proper request, shall place the Association on the School Board
20 agenda.
21
22 G. Any member of the Association or applicant for membership in the Association who is
23 employed by the Board, may sign and deliver to the Board an assignment authorizing
24 deduction of membership dues in the Association. Such authorization shall continue in
25 effect for the duration of this Agreement unless revoked in writing by the employee.
26 Pursuant to such authorization, the Board shall deduct such sum as authorized in
27 twelve equal monthly payments from the Association member's regular salary check
28 beginning with the salary check received by the Association member in the month
29 following the date of authorization. The amount deducted shall be the same each
30 month for an Association member based on the dues letter filed by SREA with the
31 payroll department each year. The deductions shall be remitted not less frequently
32 than monthly to the Association.
33
34 H. The Board shall deduct from the salary of any Association member employed by the
35 Board and make appropriate remittance, upon written authorization from the
36 Association member, for any plans or programs approved by the Board.
37
38 I. After the building faculty meeting has been concluded, the Association faculty
39 representative shall be given an opportunity to present brief reports and
40 announcements pertaining to Association business.
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- 1 K. The Association shall be provided one payroll deduction slot in order to allow their
2 members access to Association sponsored benefit programs. These programs cannot
3 compete with any group rated benefit sponsored by the Board.
4
- 5 L. The president of the Association will be allowed to select two (2) employees of the
6 county calendar committee. The length of term of each selected employee member
7 shall be at the discretion of the current Association President.
8
- 9 M. The Association building representative shall work with site-based administration or
10 designee to monitor all school site elections in which employee representation is
11 required. The Association building representative shall assist site-based
12 administration or designee during the ballot count.
13
- 14 N. An employee who is called into an investigatory interview in which the employee
15 has a reasonable basis to believe could result in discipline being taken against the
16 employee has a right to request representation from the Association be present
17 during the investigatory interview. An investigatory interview occurs when a
18 supervisor questions an employee to obtain information about the employee's
19 conduct or actions. After such request is made by the employee for Association
20 representation, the Board has the option to: (1) grant the request and delay
21 questions until an Association representation arrives, (2) deny the request and end
22 the interview, or (3) give the employee the option of having the interview without
23 an Association representative or have no interview.

Board's recommended changes

**Initial Proposal
Santa Rosa Education Association
April 12, 2018**

**** As the parties work to negotiate a new contract for Educational Support Employees in Santa Rosa Counties, proposed articles should not be considered final until all articles are completed and tentatively agreed upon to ensure important issues are not omitted.*

ARTICLE II EMPLOYEE RIGHTS

II.1 Personal Rights

- A. Nothing contained herein shall be construed to deny to any employee rights he/she may have under the Florida School Laws or other applicable laws and regulations.
- B. The provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, disability, gender, sexual orientation or marital status.
- C. Employees in this bargaining unit are valuable partners in the School District and as such shall be treated with respect and dignity. No derogatory comments shall be made to any employee in the presence of other District employees, students, parents, or other visitors.
- D. Any member of the Association or applicant for membership in the Association is employed by the Board may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect unless revoked in writing giving thirty (30) days written notice to the School Board and a copy to the Association. Pursuant to such authorization, the Board shall deduct such sum as authorized in twelve equal monthly payments from the Association member's regular salary check beginning with the salary check received by the Association member in the month following the date of authorization. The deductions shall be remitted not less frequently than monthly to the Association.
- E. The Association shall be provided one payroll deduction slot in order to allow their members access to Association sponsored benefit programs.
- F. No employee shall be prevented from wearing pins or buttons which identify membership in the Association or its affiliates. *Strike to remove case law*

- G. The private and personal life of any employee, including additional employment are not within the appropriate concern or attention of the Board, provided that these activities do not interfere with the performance of an employee executing their duties as an employee of the Board. *SREA request to revisit language*
- H. Time lost due to court appearances or meetings at the Board request shall result in no loss of pay or benefits. *Strike already covered*
- I. Each employee shall have the right to review and reproduce the contents of his/her personnel file or may authorize in writing the Union staff or President to review his/her file.
- J. All members of the Bargaining Unit shall be allowed to attend any extra-curricular event, hosted by a Santa Rosa school, at no cost to the employee. The exception shall be events whose admission policies are governed by the appropriate state body. *Strike*

II.2 Assault and/or Battery

- A. Any case of assault and /or battery upon an employee occurring in the course of the employee's performance of his/her duty shall be promptly reported to the appropriate administrator. ~~Time lost due to recuperation, as verified by a physician, shall result in no loss of pay, time or benefits by the Board.~~
- B. ~~The Board shall advise the employee of his/her specific rights~~ with respect to such assault and/or battery and shall advise and assist the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Except in the case of damage due to employee negligence, the Board shall repair or reimburse an employee the current value of any clothing or other personal property damaged or destroyed during the legal performance of his/her assigned duties.

II.3 Discipline

Bd-Strike SREA - language
Get guideline to SREA
 Discipline shall be defined as any action designed to correct behavior or bring about desired performance improvement.

A. APPROPRIATE DISCIPLINARY PROCEDURES

- 1) Discipline of any type shall be administered only by the appropriate supervisor or administrator.

- 2) All discipline shall be progressive, fair and only for just cause.
- 3) Prior to any action to discipline an employee, the appropriate administrator and/or supervisor shall discuss the nature of the situation and suggest remedies to alleviate the problem.
- 4) Only records for the most recent two (2) years of employment may be used for general disciplinary reasons.
- 5) When an employee is having difficulty doing his/her job or in his/her attendance at work, or is violating School Board policy or the Master Contract, the following steps shall be taken:

Step I – Formal Counseling Session:

The appropriate administrator or supervisor shall hold a counseling session with the employee and attempt to help the employee overcome his/her difficulties. A copy of any record of this counseling session shall be retained by the administrator or supervisor and a copy given to the employee.

Step II - Consideration of Disciplinary Action:

- a. Should the issue not be resolved through the counseling process, prior to further disciplinary action, the appropriate administrator and/or supervisor of the employee shall provide written notice to the employee of the nature of the complaint and all pertinent information giving an accurate accounting of the offense or problem and the time and the date of the offense and allow the employee time to secure appropriate representation. A conference shall be scheduled to discuss the disciplinary action being considered. A copy of such notice shall be provided to the employee at least one full work day prior to discussing any consideration of disciplinary action. The employee shall have the right to have a Union representative attend the conference. It shall be the responsibility of the employee to secure appropriate representation.
- b. During the course of the conference for consideration of disciplinary action, the District may determine that a counseling session is warranted rather than further disciplinary action.

Step III - Disciplinary Action Meeting

- a. The appropriate administrator and/or supervisor shall notify the employee in writing at least 24 hours in advance of the date and time that any

Disciplinary Action Meeting shall take place. The purpose of the meeting will be for the administrator to present the employee with notice of the disciplinary action to be implemented. At the time of written notice, the employee shall have been provided a copy of the written notice containing information and an accurate accounting of the offense. Said notice shall also inform the employee that he/she has a right to have a Union representative present when the disciplinary action is given, and that it is the responsibility of the employee to secure this representation.

- b. If the employee fails to attend the meeting, outlined above in paragraph a., the Notice of Disciplinary Action may be provided by delivery in person or certified mail (return receipt requested) to the employee.
- c. It shall be the responsibility of the appropriate management authority to make sure that all information is accurate.
- e. It shall be the prerogative of the employee to divulge any information to the Union.

B. EMPLOYEE RIGHTS IN DISCIPLINARY ACTION

- 1) Whenever possible, critical counseling shall be conducted in a manner and in a location that will maintain professional courtesy and avoid undue embarrassment to the members of the bargaining unit. All formal disciplinary meetings shall be conducted in privacy.
- 2) Any employee who is ordered to appear before their administrator for discipline shall have the right to be represented by a Union Representative. An employee will not be disciplined or discharged, nor will entries be made against his/her record, without just cause. In each case where disciplinary action is taken, the employee will be given a complete written statement of the precise charges against him/her and the disciplinary action to be taken. Such written statement will be furnished to the employee in person, or by certified mail, return receipt requested, prior to the commencement of such discipline.
- 3) All personnel records kept by the Board on an employee shall be available for the employee's inspection. All records on an employee which are kept at various work sites shall be made available for inspection, upon reasonable notice to the custodian of the records. The employee shall receive a copy of any change made in any personnel file within five (5) days of said change.

- 4) Union members shall have the right to Union representation in any meeting in which disciplinary actions are anticipated or may take place. If any meeting develops to a point that discipline is indicated, the employee shall be so notified and may then seek appropriate representation. If a meeting involves discipline or the employee believes there is a potential thereof, the employee shall have the right to request a Union representative at any time during said meeting.
- 5) No material related to a potential disciplinary action may be placed in an employee's personnel file until all investigations, conferences and any appeals (including grievance) have been completed. Notations for the record of verbal, oral or written reprimands at the school/work site level shall be removed and/or destroyed after a period of 3 years if no similar incidents occur within that period.
- 6) Employees shall be provided, and may be requested, to initial a copy of any material which is to be placed in any personnel file. Refusal to initial shall be indicated by the supervisor and dated. Material that has not been made known to the employee shall not be admissible in any action against an employee. Any material found to be inaccurate, unfounded, inappropriate or from an anonymous source or any records of any discipline found through grievance, legal proceeding or Board action to be unfounded, shall not be included in any employee personnel file.
- 7) If a member of the Association is to be part of an investigatory interview with administration, the Association member has the right to decline participation until their choice of Association representative is present at the meeting. Until this representative arrives, the Association member may choose not to participate in the meeting. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

C. COMPLAINTS

- 1) When the School District receives a complaint about an employee that may involve discipline, the District shall notify the employee of the nature and source of the complaint.
- 2) No action may be taken against an employee based on anonymous complaints, information or documents. The employee shall be notified that an anonymous complaint has been received, but no further action may be taken. No record of this complaint may be placed in any personnel file.

- 3) No action shall be taken against a bargaining unit employee on the basis of a complaint by parents, students or other individual unless the incident is investigated and verified by the District.

II.4 Political Freedom

- A. All employees shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida. Bd- Strike other existing law
- B. The right of employees, when not actively engaged in their employment, to work and to vote for the party and candidates of their choice shall not be questioned, abridged, or denied. Bd strike other exis

II.5 Probation

This was not included in electronic version sent to David. He will review

All new employees hired in the bargaining unit shall serve a probationary period of six (6) calendar months, during which time employees may be terminated with or without cause. After an employee has been employed by the employer for more than six (6) months, termination shall be for just cause. After four (4) months of employment the appropriate administrator shall meet with the probationary employee to discuss any deficiencies that employee may need to address to improve their performance.

Board's recommendations

**Initial Proposal
Santa Rosa Education Association
April 12, 2018**

**** As the parties work to negotiate a new contract for Educational Support Employees in Santa Rosa Counties, proposed articles should not be considered final until all articles are completed and tentatively agreed upon to ensure important issues are not omitted.*

ARTICLE I GENERAL PROVISIONS

I.1 PREAMBLE

The Parties to this agreement, the Santa Rosa County School Board (hereinafter referred to as the "Board") and the Santa Rosa Education Association (hereinafter referred to as the "Association") are committed to the process of negotiations and collaborative resolution of issues and problems. It is the intent of the parties to establish reasonable, fair and equitable conditions of employment and problem resolution strategies through this Collective Bargaining Agreement.

I.2 RECOGNITION

The Santa Rosa County School Board recognizes the Santa Rosa Education Association, FEA, NEA, AFT (PERC Order Number EL-2017-017, Certificate number 1923 dated December 4, 2017) as the sole and exclusive bargaining representative of all employees of the school district recognized under PERC case No EL-2017-017, Certificate number 1923.

The term "employee" when used hereinafter in this Agreement shall refer to any member of the bargaining unit.

Any new position of employment created during the life of this Agreement will be added to the unit providing it is similar to any position of employment heretofore recognized. The District shall notify the Association of any new positions not covered under other PERC recognized bargaining agent. The parties shall then discuss the applicability of this section to determine if such position should be included in the bargaining unit.

No position shall be eliminated from the bargaining unit without written agreement of both parties.

I.3 DURATION

This Agreement shall be effective _____ and shall continue in effect through _____. The parties shall meet annually to negotiate wages and benefits.

The Parties may mutually agree to open individual articles of this agreement as needed.

Interim decisions to implement agreements before formal ratification shall be confirmed in writing in the form of Memorandum(s) of Understanding signed by the Bargaining Chair and Business Agent and by the Superintendent or his/her designee, subject to approval according the Parties internal procedures. The provisions of this agreement shall extend automatically until a successor agreement has been ratified by both parties.

The provisions of this agreement extend automatically until a successor agreement has been ratified by both parties.

I.4 NON-DISCRIMINATION

- SREA would like to keep this in*
- A. The parties agree not to interfere with, restrain, or coerce employees in the exercise of any rights guaranteed through applicable statutes including Chapter 447 of the Florida Statutes or this Collective Bargaining Agreement. *Strike Redundant in Statutes/Law*
 - B. The Santa Rosa County School Board agrees that it will abide by all applicable State of Florida and Federal laws, and the Florida and United States Constitutions' provisions prohibiting discrimination, including controlling and final Judicial interpretations. *Bd. Strike don't grievance law*
 - C. All terms and conditions of employment shall be applied equitably among all bargaining unit members at each worksite, in compliance with this Agreement.
 - D. An employee shall report a complaint of discrimination or harassment to the appropriate administrator; the District's Equal Employment Officer, the Director of Human Resources Services or the Assistant Superintendent of Human Resource Services. The district shall immediately investigate reports of alleged unlawful discrimination, harassment and/or bullying and shall attempt to resolve in as timely a manner as possible. Within five (5) work days following receipt of a complaint, the District shall acknowledge receipt of the allegations in writing to the employee filing the complaint. *guidelines in HR PM redundant*

I.5 RETROACTIVITY - Board negotiates this - depends on financial

SEEA
SEEA
could
cover
no \$ available

SEE A
Unless otherwise noted herein, all benefits and wages shall be effective retroactive to July 1 or the first work day of the appropriate fiscal year if July 1 falls on a Saturday, Sunday or holiday.

I.6 SEVERABILITY

- A. Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, or as a result of state and federal legislation, said provision shall, to the extent that it violates the law, be ~~automatically~~ modified by mutual agreement of the parties, in a written and signed agreement. The remaining provisions shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted or amended provisions.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of the Agreement.

ARTICLE ___: WORKING CONDITIONS

- A. The Board will strive, limited to funds available, to provide the necessary materials, buildings, and equipment based on program needs.
- B. All employees shall be entitled to a duty free lunch period of approximately thirty (30) minutes, which shall be considered as part of the school day. Principals may require elementary employees to accompany their students at lunch as needed through the school year.
 1. In schools where employees desire a sixty (60) minute lunch period during planning days, this may be allowed provided all the following conditions are met:
 - a. Only thirty (30) minutes of these sixty (60) minutes shall be considered as part of the workday.
 - b. The thirty (30) minutes lost at lunch shall be made up each day immediately preceding or succeeding the regular workday as determined by the principal.
- C. Telephone facilities shall be made available to employees for school business.
- D. Faculty meetings in each school may be scheduled as necessary by the principal at his/her discretion. Such meetings shall be as brief and well planned as possible and should not exceed one hour in length. The Association president, his/her designee and/or Association building representative shall be given an opportunity at the conclusion of each building faculty meeting to present brief reports and announcements. After the principal concludes their presentation, attendance shall be voluntary.
- E. The Board shall, depending on funds available, continue to provide a professional reference library at the district media center.
- F. The Board shall continue to provide in each school, depending on funds available, a computer and copying facilities for employees to use in the preparation of instructional materials.
- G. When a student requires medical services at a school site, those services may be assigned to an employee, provided that the employee receives additional specialized training prior to the students' assignment.
- H. A district inclusion policies and best practices manual shall be developed and revised as necessary to keep it current with district expectations.
- I. Employees shall be trained in the use of the currently designated electronic absence management system. Once the training has occurred, employees will be responsible for reporting all absences and obtaining substitutes by utilizing the

1 designated system. Employees may arrange for their own substitutes if the absence
2 is known in advance as long as the information is properly reported to the
3 designated system. It is the intent of the district that a substitute be hired when one
4 is available for every employee absence, regardless of the length of that absence. If
5 no substitutes are available, then other arrangements must be made including
6 assigning employees duties to supervise students.

7
8 J. Equitable Duty—The principal will be responsible for seeing that duties are fair,
9 equally weighted, and equitable.

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11

ARTICLE TBD: WORKING HOURS

It is the policy of the Santa Rosa County School Board where a conflict exists between any rule and the Fair Labor Standards Act, herein after referred to as FLSA, the FLSA shall prevail.

A. Definitions

1. Exempt and non-exempt employees are as defined by the Fair Labor Standards Act of 1938, as amended, and implementing regulations of the Department of Labor. While non-exempt employees are entitled overtime compensation for all hours worked over 40 in a work week, exempt employees are not so entitled.

2. Compensatory time is time off in lieu of monetary overtime compensation, at a rate of not less than one and one-half hours of compensatory time for each hour of overtime worked for non-exempt employees.

B. Work Hours of Exempt Employees

1. Exempt employees are expected to work all hours required of their positions unless absence from work is authorized under the provisions of this Agreement.

C. Work Hours of Non-Exempt Employees

1. Full-time non-exempt employees are expected to work the following hours, as scheduled, unless otherwise changed by the Board, or absence from work is authorized:

Position	Months worked per year	Hours worked per day
Teacher Assistant	10	7.5
Clerical Data Assistant At Elementary, Middle And High Schools With Less than 1100 Students	10	7.5
Clerical Data Assistant At all Other Schools	12	8.0
Secretary	12	8.0
All Other Employees	12	8.0

2. Part-time non-exempt employees are expected to work their assigned hours unless absence from work is authorized.

D. Overtime

1. Exempt employees are not entitled to overtime compensation or compensatory time as their salaries are intended to compensate exempt employees for all hours worked.

1 2. Non-exempt employees who work over 40 hours in a work week shall , at the option
2 of the Board, be receive either overtime wages or compensatory time for the overtime
3 worked. Compensatory time shall be exhausted by the non-exempt employee before
4 paid leave can be taken. The maximum amount of compensatory time which may be
5 awarded and accrued is 40 hours. A non-exempt employee who has accrued
6 compensatory time and requests the use of the time will be permitted to use the time
7 off within a reasonable period after making the request as long as it does not unduly
8 disrupt operations.

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10

1 **ARTICLE ____: EMPLOYEE'S AUTHORITY AND PROTECTION**

- 2 A. Employees shall endeavor to achieve correction of student misbehavior. If
3 misbehavior is of such serious nature that a parent conference is warranted, the
4 employee must first discuss the problem with the school principal in order that he/she
5 may be fully informed.
6
- 7 B. Any battery upon an employee during the employee's performance of school duties
8 shall be promptly reported to the principal or the designated representative and to
9 law enforcement. Zero tolerance of violence against all employees shall be strictly
10 enforced.
11
- 12 C. Anyone who has a complaint about a Board employee may submit his or her
13 complaint to the Superintendent, an Assistant Superintendent, appropriate Director,
14 or another administrator. The complainant must identify him or herself and submit
15 the complaint in writing if possible. The administrator will take written notes of the
16 specific information and investigate or forward to another appropriate administrator
17 for investigation.
18
- 19 D. An employee's e-mail and Internet access privileges are always open to public review.
20 Anytime an employee's e-mail or Internet cache is judged to be questionable by the
21 employee's immediate supervisor, (or administrative designee), the employee's access
22 and associated files shall subject to the review of computer information. During the
23 review process all attempts will be made to minimize embarrassment to the
24 employee.
25
- 26 E. School Related Employee of the Year—SREY.
27 In accordance with Florida Statute Section 1012.21(5), all employees who serve at
28 the school or district level (such as teacher aides, library aides, bookkeepers,
29 secretaries and clerks, bus drivers, food service staff, custodians, building
30 maintenance workers, warehouse workers, mechanics, school resource officers, and
31 office managers) may be nominated. Nominees may be full or part-time employees.
32 Certified instructional staff, administrative staff and contract employees are not
33 eligible.
34

**** As the parties work to negotiate a new contract for Educational Support Employees in Santa Rosa Counties, proposed articles should not be considered final until all articles are completed and tentatively agreed upon to ensure important issues are not omitted.*

Article V
Hours and Working Conditions

V.1 Work Schedule

It is the policy of the Santa Rosa County School Board where a conflict exists between any rule and the Fair Labor Standards Act, herein after referred to as FLSA, the FLSA shall prevail.

A. Work Hours Defined:

1. Exempt employees as defined by the Fair Labor Standards Act.
 - a. No Employee shall work less than the established hours of a position.
 - b. The workday for each 12-month full-time Employee shall be 8 hours, and the workweek shall be 40 hours during a given 7-day period.
2. Non-exempt employees as defined by FLSA.
 - a. No employee shall work less than the established hours of a position.
 - b. The normal workday and workweek:
 - 1) Paraprofessionals and Teacher Aides shall work 7.5 hours per day (37.5 hours per week) during the same period as ten (10) month teachers
 - 2) Clerical Data Assistants at schools with less than 1100 students shall work 7.5 hours per day (37.5 hours per week) during the same period as ten (10) month teachers.

- 3) Clerical Data Assistants at high schools with 1100 or more students, Locklin Technical, Adult and Community School shall work 8.0 hours per day (80 hours per week) for 12 months.
 - 4) Secretaries shall work 8 hours per day (40 hours per week) for 12 months.
 - 5) All other 11 month employees shall work 8 hours per day (40 hours per week).
 - 6) All other 12 month employees shall work 8 hours per day (40 hours per week).
3. No employee shall have their work time reduced arbitrarily.
 4. Travel time shall be regulated as described in Fair Labor Standards Act. When an employee is required to attend training courses and seminars, attendance and travel to and from such training courses and seminars shall be considered compensable work time if during work hours. Travel from home to work site, and vice versa, and overnight trips during non-work hours are non-compensable time.
 5. Any employees whose normal work schedule is more than 20 hours per week shall be considered full time and be eligible for all benefits associated with this contract.

B. Overtime

1. Employees who are required or directed to work beyond forty (40) hours per week, as defined in the Fair Labor Standards Act, shall be granted compensatory time at the rate of one and one-half (1 1/2) hours for each hour of employment for which overtime compensation as required by the Fair Labor Standards Act or shall be compensated at the rate of one and one-half (1 1/2) times the employee's normal rate of pay. All other compensatory time granted shall be at the rate of one (1) hour for each hour of employment or compensated at the rate of one (1) times the employee's normal rate of pay.
2. Payment for any type of unused compensatory leave credits will be made if the employee ends employment.
3. When an employee accrues any type of compensatory leave, the employee

shall use this leave in lieu of annual leave credits.

4. For exempt employees as defined by the Fair Labor Standards Act, overtime shall be recognized by granting the employee compensatory leave credits on an hour for hour basis for each hour of overtime worked. Any employee that is required to be on standby duty shall be allowed to accumulate regular compensatory leave credits for hours of required standby duty.
5. No employee may be requested, intimidated or harassed to provide "volunteer" time in lieu of paid or compensatory time.
6. All approved leave of absences with pay and days that are granted as special compensatory leave earned for working on a holiday, shall be counted as time worked during a work week. When actual hours worked plus such leave time used exceed the established workweek, the employee shall be given regular compensatory time for those hours as authorized by the site administrator within guidelines of FLSA.
7. When actual hours worked minus such leave time used exceed the established work week or work period, the employee shall be given compensatory overtime for those hours as authorized by the appointing authority within the guidelines of FLSA.

V.2 Holidays

A. The following holidays are authorized for employees:

1. Paid Holidays

*Independence Day	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day
Good Friday	*Spring Holiday (variable)

*Applies only to 11-month and 12-month if the date falls within their contract year.

2. Non-paid Holidays.

- a. 12-Month Employees - ~~Six days during~~ the two-week period that schools are closed for Christmas. No more than 4 days during the period that

schools are closed for spring holidays in accordance with the total number of required working days for employees based on the salary schedule.

- b. 10-Month Employees - Any day during the school year that an employee is not required to work because school is not in session and is not listed as a paid holiday will be considered a non-paid holiday.
- c. If any of these holidays fall on Saturday, the preceding Friday shall be observed as a holiday; or if any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.
- d. Due to unusual operational needs, the Board may approve a variation in the holiday schedule for employees.

B. Compensation for working on a holiday

1. If the holiday falls on the employees' regular workday and the employee is required to work, the employee shall be credited with special compensatory leave or monetary compensation at a ratio of one and one half hours for each hour worked.
2. If the holiday falls on the employees' regular day off and the employee is required to work, the employee shall be credited with special compensatory leave or monetary compensation at a ratio of one and one half hours for each hour worked.
3. Employees who are on approved leave with pay when holidays allowed in this section occur shall not have such days charged against their accrued leave credits.
4. Employees in a non-pay status, for a majority portion of the last scheduled workday before a holiday, shall not be eligible to receive payment for such holiday.

V.3 Working Conditions

- A. Each employee shall, except in case of emergency, receive two uninterrupted fifteen (15) minute breaks each day, one in the A.M. and one in the P.M. Each break shall be fifteen (15) minutes. Annually during the pre-school period, the appropriate supervisor, in consultation with the affected employees, will establish a work/break schedule. Breaks should be scheduled when they would cause the least disruption of normal work activities. Individual circumstances may be considered by the supervisor to allow a variance from the established

schedule on a case by case basis. Breaks interrupted by emergencies shall be rescheduled by the supervisor, in consultation with the affected employee(s).

- B. An employee may not accumulate unused work breaks.
- C. Work break time shall not be authorized for covering an employee's late arrival for duty or early departure from duty unless prior arrangement between the employee and administrator has been agreed upon.
- D. Each school based bargaining unit employee shall be provided with at least a thirty (30) minute uninterrupted, unrestricted meal break except in cases of emergency as determined by the appropriate administrator.
- E. No employee shall be required to attend a meeting or meet with their administrator or supervisors during their regular breaks, including lunch, without additional compensation.
- F. Workloads and assignments are to be established on as equitable basis as possible within the Departments.
- G. Any employee who is required or requested to travel for the Board, and is not otherwise provided transportation, shall be paid mileage at the maximum rate allowed by State Regulations. (Trips to and from home are excluded.)
- H. Employees who work less than a twelve (12) month year shall, as long as positions exist for which they are qualified, be recommended for reappointment for the following school year, provided they have successfully completed their probationary employment period of six(6) months.
- I. Each school based employee shall have assigned mailboxes, both physical and electronic, to receive mail both notices.
- J. Employees required to use their personal cell phone for work related duties shall be reimbursed for any expenses.
- K. Members of this bargaining unit shall not serve as substitute teachers without additional compensation as outlined in Article V.4.
- L. Members of the bargaining unit shall have limited responsibility for the supervision of students including supervision for disciplinary reasons, or planning for their instruction. When a member of the unit is left alone with students, a certified teacher or an administrator, who is readily accessible, will always be designated as the responsible party.

- M. Attendance at any meeting which occurs on non-paid time shall be voluntary.
- N. Bargaining unit members shall be provided with appropriate equipment, materials and supplies to properly execute their duties.
- O. Each school based employee shall have assigned mailboxes, both physical and electronic, to receive notices.
- P. Any employee who volunteers and/or is requested, by the sponsor of a school activity or trip, and who has the approval of their supervisor, to serve as chaperons for any Board school sponsored activity which occurs during their normal work hours, shall be compensated at their normal rate of pay.
- Q. The Board and the Association agree there shall be no official dress code for employees. Employees shall dress in a professional manner appropriate for their job assignment.

V.4 SUBSTITUTE TEACHING

- A. In the event a substitute teacher cannot be found for a teacher who has a paraprofessional assigned to his/her classroom, the Board may then ask the classroom assistant, assigned to the that class, if they wish to be considered as a substitute teacher for his/her assigned teacher only. Should there be more than one Paraprofessional assigned to a class in need of a substitute as described, the opportunity shall be offered to the paraprofessionals assigned to that classroom in school wide seniority order.
- B. The paraprofessional who volunteers will be paid an additional \$42.00 per day, in addition to their regular salary.
- C. Any paraprofessional, who is used as a last minute emergency substitute for a teacher will be entitled to and additional \$42.00 per day in addition to their regular salary
- D. Paraprofessionals will not be used as substitute teachers in classes they are not regularly assigned.
- E. At the secondary level, paraprofessionals will be reimbursed \$7.00 for each period they serve as a substitute.
- F. At the elementary level, should a paraprofessional be tasked with substituting for less than a full day but more than one hour they shall receive proportional pay for each full hour of substitution duty.

- G. After offering the opportunity to substitute for a class as outlined in Article V.4.A should there be no paraprofessional available (or willing) to volunteer, the opportunity may offered to other employees in the bargaining unit in seniority order.

V.5 WORKSITE SAFETY

- A. The parties agree that it is necessary to provide and maintain safe work locations. All work sites shall be maintained in a clean and safe condition. Anyone discovering an unsafe, unhealthy or hazardous working condition shall take prudent action to avoid the hazardous situation, remedy it if possible and report the condition and the location to the appropriate administrator. The Board shall take appropriate action to remedy unsafe, unhealthy or hazardous working conditions when they are identified. If no corrective action is taken, the condition shall be reported to the Superintendent or an appropriate Board level designee.
- B. The Board will continue to abide by all applicable local, state and federal laws concerning worker protection.
- C. The Board will provide each worksite with an Infectious Diseases/Clean-up Kit to be used by employees who are required to or may be required to clean up or deal with body fluids or wastes. All employees in this unit shall be informed of its location and briefed on its use.
- D. The Board shall design appropriate training experiences and deliver, evaluate and update them at least once annually to all employees to assure that they are familiar with their rights and responsibilities associated with Blood Borne Pathogens. Supplies of items necessary to deal with body fluid spills will be maintained in locations accessible to all employees.
- E. In cases where handicapped students are provided services in regular education classroom settings and this circumstance alters the Blood Borne Pathogen risk level of employees, the Board shall provide the employee immediately with information and access to medical protection.
- F. In schools where handicapped and/or temporarily disabled individuals are served, an emergency plan shall be maintained and updated addressing emergency concerns including medical and mobility issues.
- G. All employees who have regularly assigned duties involving ESE students who are prone to violent outbursts shall be provided with in-service training, presented by a qualified health care professional, at no cost to the employee, to instruct the employee on dealing with such students.

- F. All employees who have regularly assigned duties involving students with specific medical problems shall be provided with in-service training, at no cost to the employee.
- G. Except as otherwise provided by statute, all employees who have been or will be, exposed to communicable diseases shall be notified of such exposure by the Board.
- H. ESE aides and other employees who are required to change students or in other ways deal with body fluids shall be provided with gloves and other appropriate supplies which are necessary for personal safety. In locations where appropriate ESE changing tables are not provided, the parties agree to investigate appropriate alternatives.