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Article 3 – Recognition

Retain current language, but add the following provision to Article 11 – Employment Conditions.

The Board will provide the Union with a copy of any “request for proposal” or “invitation to bid” issued by the District which the District anticipates will result in the elimination of a substantial number of current bargaining unit positions.

Article 14 – Leaves and Temporary Duty

Retain current language.

Article 16 – Compensation

SECTION 1: SALARY SCHEDULE

Salary schedules for the Bargaining Unit are attached as Appendices to this Agreement.

- A. All bargaining unit personnel shall be paid in accordance with the salary schedules attached as Appendix A, and receive longevity payments in accordance with the terms of this agreement.
- B. ~~Longevity— After the last step of the schedule, longevity of \$0.15 per hour per year of service in Volusia County Schools is added to the hourly rate through completion of the 16th year; \$0.20 per hour per year of service in Volusia County Schools is added to the hourly rate thereafter.~~
- C. Paraprofessionals who meet the qualifications set out in the No Child Left Behind Act shall receive an additional \$0.50 per hour, as is reflected on the schedule.
- C. Paraprofessionals who earn and maintain a Child Development Associate Credential shall receive an additional \$0.20 per hour compensation, as is reflected on the schedule.
- D. For the ~~2006-2007~~ 2009-2010 fiscal year only, the following one time bonus shall be paid:
 - 1. ~~Employees with 25 through 30 years of Volusia County Schools experience shall receive a one time bonus of \$150.~~
 - 2. Employees with ~~31~~ 20 years or more of Volusia County Schools experience shall receive a one time bonus of ~~\$300~~ \$75.

SECTION 2: PAY SCHEDULE

- A. Beginning July 1st of each fiscal year, the Board agrees to pay all employees covered by this Bargaining Unit on a twice a month pay schedule. When a payday falls within the winter break, spring break, or a scheduled non-work day, the Board shall arrange for employees to receive their checks on the last working day prior to the non-work day.
- B. The following employees with these status exceptions after July 1, 2004 will receive one check in July and three (3) checks in June:
 - 1. Employees new to 12 month positions.
 - 2. Employees returning from a Leave of Absence or Break in Service.

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- C. For those employees covered under paragraph B., the Board shall communicate a reminder of their payroll schedule in June. For new hires, the Board shall provide the option of having the first two checks adjusted based upon the amount of time worked in the first pay period.

SECTION 3: STEP INCREASES/LONGEVITY

- A. Employees who have received an evaluation rating of "meets expectation" on their evaluation prior to July 1 and have completed one (1) more day than half (1/2) of a working year shall be eligible to receive one (1) step on the salary schedule each July 1, provided an increment is negotiated and agreed upon. Salary increases will be effective on the effective date of this agreement, unless otherwise indicated in this agreement.
- B. Longevity - After the last step of the schedule, longevity of \$0.15 per hour per year of service in Volusia County Schools is added to the hourly rate through completion of the 16th year; \$0.20 per hour per year of service in Volusia County Schools is added to the hourly rate thereafter.
- BC. Payment of the salary increment designated by the salary schedule and the longevity described herein shall not be implemented until negotiated and determined in accordance with Chapter 447, Florida Statutes. Nothing herein shall preclude the parties from negotiating changes in the values of the increments.
- D. The parties agree that there were no step increases or longevity increases for FY 2009. However, effective July 1, 2009, current employees eligible for a step increase or longevity increase based upon their service in FY 2009, in accordance with paragraph's A and B above, will receive a step increase or a one year longevity increase.

SECTION 4: VERIFIED EXPERIENCE

New employees eligible for membership in the Bargaining Unit shall begin at Step 1. If experience is verified in the same or related field, credit shall be afforded at the rate of one (1) step for each year of verified experience to a maximum of five (5) years experience. Former employees shall be given full credit at the rate of one (1) step for each one (1) year of related Volusia County School Board service.

Allow one (1) year of service credit for each year of military service. (This applies only to employees who are on required Military Leave - Long Term from a position in the Volusia County School System and who returns from said required Military Leave - Long Term to the Volusia County School System upon release from active military services.)

For the purpose of affording credit for years of verified experience or military service, allow one (1) year of service credit for each year or major fraction thereof.

Once experience has been verified, the employee shall receive a maximum of (90) ninety days retroactive pay within the same fiscal year.

Paraprofessionals shall receive up to three years of salary schedule credit for substitute teaching experience completed after July 1, 1994. One year of salary schedule credit shall be given for each 180 days of substitute teaching experience.

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SECTION 5: OUT OF CLASS PAY

When an employee is absent from work for five or more consecutive days, and another employee, whose job duties and responsibilities are different from the absent employee's and who is employed in a lower paying classification than the absent employee, is assigned a majority of the absent employee's duties and responsibilities, the second employee shall receive out of class pay effective after five consecutive days, retroactive to the date the assignment took place. The determination of whether the employee has assumed a majority of the absent employee's duties and when, shall be within the sole discretion of the supervising administrator, who shall discuss the matter with the employee prior to the duties and responsibilities being assigned. The out of class pay shall be equal to the minimum step of the pay range of the temporary assignment or at the step that is greater than the employee's current hourly rate of pay, whichever is greater.

SECTION 6: MILEAGE

An employee who is not provided with a vehicle and who is authorized to use their own vehicle in discharge of assigned duties shall be reimbursed at the current mileage rate approved by the Board.

SECTION 7: PARAPROFESSIONALS/SUBSTITUTE TEACHING

Employees who are asked, on a temporary basis, to substitute for classroom teachers, shall be paid additional compensation as follows: \$20.00 for a full student day; \$10.00 for less than a full student day but at least one-half a student day; \$5.00 for less than one-half a student day.

~~SECTION 8: CHILD DEVELOPMENT ASSOCIATE CREDENTIAL~~

~~Paraprofessionals who earn and maintain a Child Development Associate Credential shall receive an additional \$0.20 per hour compensation.~~

~~SECTION 9: RECLASSIFICATION IMPLEMENTATION~~

~~The reclassification committee will continue to meet during the FY 2006-2007 for the following purposes: (1) to reconsider the paraprofessional classifications for the purpose of providing a recommendation to the parties prior to negotiations for the 2007-2008 FY; (2) to discuss the process utilized by the administration regarding reclassification and to provide comment on the process; and (3) to review the assessment program in place and to study any additional assessments that might be advisable. Any recommendations the committee may have on these issues will be sent to the Superintendent for consideration by March 1, 2007. However, should any recommendations be ready at an earlier time, the committee may forward those recommendations at any earlier date.~~

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ARTICLE 17
BENEFITS/TERMINAL PAY

SECTION 1: BENEFITS

The Board shall provide for employee benefits as listed below. Payroll deductions shall be for the company or companies approved by the Association and the Board.

- A. Life Insurance - Each full-time employee is provided fully-paid life insurance coverage equal to the employee's annual salary.
- B. A participating employee, at his or her option, may choose to purchase additional available coverages as offered by the Board through payroll deduction.
- C. Disability Insurance - The Board shall upon request, deduct the premium from the salaries of employees who participate in approved disability income protection.
- D. Personal Accident Insurance - The Board shall, upon request, deduct the premium from the salaries of employees who participate in approved Personal Accident Insurance protection.
- E. Dental Insurance – All full-time employees shall be eligible for enrollment in the Group Dental Insurance Program. The Board retains the right to make changes in the carriers and provisions of the group dental insurance plan in an effort to contain the cost of insurance. For FY 2010, the Board shall pay 100% of the cost of single coverage for both the Dental Maintenance Option (DMO) and the Dental Preferred Option. Beginning in FY 2011, the Board shall pay 100% of the cost of single coverage for only the DMO. Employees selecting the DPO shall be required to pay the difference in the premiums between the DMO and DPO.
- F. Credit Union - The Board shall, upon request, deduct contributions from salaries of employees for credit unions.
- G. Group Health Insurance Policy - All full-time employees shall be eligible for enrollment in the Group Health Insurance Plans approved by the Board. This coverage includes accidental death and dismemberment, hospitalization, dental and major medical. The Board retains the right to make changes in the carriers and provisions of the group health insurance plan in an effort to contain the cost of insurance. The impact of any changes made by the Board will be impact bargained if requested by the Union. It is agreed that the cost of single coverage health insurance to the participating employee shall be sixty dollars (\$60.00) per year five dollars (\$5) per month for the 2009-2010 school year, but shall increase to twelve dollars (\$12) per month effective July 1, 2010, and then to twenty dollars (\$20) per month effective July 1, 2011, with the stipulation that the Board shall receive all refunds, adjustments, returned reserves, and all other rebates which are received from all health and life and dental insurance coverage. Participating employees may obtain additional coverage provided they assume the total cost of the additional coverage. The Board shall pay fifty cents (\$.50) per month for each year of Volusia County service for those retired employees who remain in an approved plan until age 65.

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Tentative Agreement
February 1, 2010

It is the responsibility of the employee to arrange for continued insurance coverage if for any reason the employee is on unearned sick leave or Leave of Absence.

Retain current language for the remainder of the article.

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**ARTICLE 2
DEFINITIONS**

Terms used in the Agreement shall be defined as follows:

1. **Administrative Rules** -- The Administrative Rules of the Florida Board of Education.
2. **Agreement** -- The document which delineates the terms which are mutually agreed to as the result of collective bargaining.
3. **Annual Contract Employee (Non-Tenured)** -- Employee who has been employed more than ninety (90) consecutive working days, but who has not obtained tenure. The reappointment of annual contract employees is within the sole discretion of the Superintendent and the Board.
4. **Association** -- Volusia Educational Support Association (VESA).
5. **At Will Employee (Probationary)** -- An employee who has been employed ninety (90) or less consecutive working days, who may be dismissed without cause.
6. **Bargaining Agent** -- Volusia Educational Support Association (VESA).
7. **Bargaining Unit** -- That group of Employees determined by the employer and the Bargaining Agent and approved by the Public Employees Relations Commission (PERC) to be appropriate for the purpose of collective bargaining.
8. **Board** -- The School Board of Volusia County, Florida.
9. **Certification** -- The designation by the Public Employees Relations Commission (PERC) of an Employee organization as the Bargaining Agent of the Employees in an appropriate Bargaining Unit.
10. **Collective Bargaining** -- The process by which the Bargaining Agent and Board make a determination regarding wages, hours and terms and conditions of employment.
11. **Continuous Service** -- Non-interrupted service with the Volusia County School System from the first day of service. Absence from service by a board approved unpaid leave shall not be deemed an interruption in continuous service.
12. **Days** -- Employee working days.
13. **Emergency** -- Any unforeseen occurrence requiring prompt action.
14. **Employee** -- Any Employee represented by the Bargaining Agent.
15. **Employer** -- The Board or administration
16. **Fiscal Year** -- As defined by the Legislature of the State of Florida.
17. **Full-Time Employee** -- For insurance coverage purposes, one who works four (4) or more hours per day for the School Board.
18. **Immediate Supervisor** -- Principal, building supervisor, or designee who has the authority to nominate for employment and/or evaluate performance. When requested, the immediate supervisor shall identify the person in charge of managing and prioritizing each employee's work.

19. **Layoff** -- A "layoff" is defined as the separation from employment of an employee by the school board for lack of work or funds without any fault or delinquency on the employee's part. The separation from employment of a probationary employee shall not be considered a layoff. A non-reappointment of annual ~~Contract~~^{Contract} employees who have completed the Deferred Retirement Option Program, shall not be construed as a layoff, nor shall a transfer (voluntary or involuntary).
1920. **Longevity** -- Years of Volusia County Schools Service.
201. **Party** -- The School Board and a certified Bargaining Agent. The term may also be used to refer to representatives of each of the above.
212. **PERC** -- The Public Employees Relations Commission of the State of Florida.
223. **Promotion** -- The advancement of an Employee to a higher rated job classification (pay level) within the bargaining unit.
234. **Reappointment** -- Action taken by the Board to renew an employee's employment for the next year.
24. ~~**Reduction in Force** -- The separation of an employee, by lay-off for lack of work or funds without any fault on the employee's part, rather than a performance based reason.~~
25. **Respondent** -- Individual who is alleged to have caused the grievance.
26. **Schools** -- Volusia County Public Schools.
27. **Seniority** -- Length of continuous service within the employment of the board as a member of the bargaining unit. Calculation of seniority shall begin with the bargaining unit employee's first day. In the event more than one individual bargaining unit member has the same starting date of employment, position on the seniority list shall be determined by lots. Upon written request by the Association, an updated seniority list shall be prepared annually and provided to the Association.
28. **Strike** -- The concerted failure to report for duty, the concerted absence of Employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of Employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participation in a deliberate and concerted course of conduct which adversely affects the services of the public employer, and picketing in furtherance of a work stoppage.
29. **Superintendent** -- The Superintendent of Schools of Volusia County, or his/her designee.
30. **Tenure** -- Completion of three full consecutive years of service in the district and reappointment for a fourth year.
31. **Termination** -- For the purpose of determining terminal pay, shall be defined as death, or a voluntary or involuntary separation from employment.
32. **Vacancy** -- Any unoccupied authorized position which falls within the Bargaining Unit.
33. **Work Center** -- Place(s) an Employee is directed to report for work.

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**ARTICLE 11
EMPLOYMENT CONDITIONS**

SECTION 1: NEW EMPLOYEES

New employees shall be considered probationary for the first ninety (90) working days during which time they shall be given every reasonable opportunity to develop into useful and productive employees but shall be considered employees at will. Thereafter, they shall be considered regular employees for the duration of their appointment. However, an employee shall not be considered to have tenure until the employee has served three full consecutive years in the district and has been re-appointed for a fourth year. All new employees covered by this Agreement shall be issued a current copy of this Agreement by the Board. Nothing in this Agreement shall be construed to grant a probationary employee a right to continued employment during the employee's probationary period or to grant an annual contract (non-tenured) employee a right to reappointment.

SECTION 2: TRANSFERS

A. When a vacancy occurs and is to be filled with an employee from within the Work Center, the Association shall be notified at least seven (7) days prior to the filling of any vacancy. The notice shall also be provided to the building representative for VESA. The notification will include:

1. The Work Center
2. The position(s) being vacated
3. The name of the employee filling each vacancy and that employee's former position

Employees are encouraged to provide the supervisor with up-to-date resumes and cover letters if they wish to be considered for vacant positions at the work center in the future. An employee's desire for advancement and improvement in training and skills may be appropriately discussed at the employee's evaluation conference. Cross training at the worksite, within the classification system, is encouraged.

When a vacancy occurs that is not to be filled with an employee from that Work Center, the Board agrees to post in all Work Centers a vacancy announcement. The announcement will specify required qualifications and specific competencies needed for the position, the salary range, the procedure for interviews, whether a temporary or permanent position, and deadline dates for application. Candidates shall have at least ~~five (5)~~ three (3) days in which to apply, in writing, after the date of issuance of the announcement.

B. Filling Vacancies

1. An employee seeking a transfer to a vacant position shall apply for the position to the ~~Personnel Services Division~~ Human Resources Department. A list of such applicants shall be forwarded to the Worksite Administrator for consideration. The Board shall endeavor to fill vacancies with qualified applicants currently employed by the Board. Before new personnel are hired for vacant positions, employees with the greatest seniority who have requested transfer to such positions shall be given foremost consideration provided such employees have equal or better ability to satisfactorily perform the work in question as determined by the Worksite Administrator. Upon transfer within the same classification, the employee shall remain at the same step in the salary schedule. In any promotion, the employee shall be assured of no loss of steps.

2. Mandatory transfers may be made by the employer in cases of: (a) reduction of staff; (b) implementation of racially balanced staffs; (c) reassignment of employees within the county to staff new enlarged facilities; (d) elimination or reduction of an existing program; (e) relocation of an existing program; (f) when necessary to comply with state and federal mandates; and (g) when deemed necessary by the Superintendent in the best interest of the school district. In no instance shall there be a reduction in pay the employee's hourly rate unless said mandatory transfer is a demotion for disciplinary or performance reasons, or a transfer due to a reduction in staff.
3. The following procedures shall be used in promoting employees to fill posted vacant positions:
 - a. Consideration of applications for promotional vacancies within the bargaining unit shall be based in part upon:
 1. Seniority,
 2. Qualifications to perform job responsibilities as determined by the immediate supervisor,
 3. Exhibited desire to assume added responsibilities,
 4. Evaluation reports within the past two (2) years,
 5. Other pertinent criteria.
 - b. Any employee who received a promotion must be willing to transfer to another work location if necessary.
 - c. If requested in writing an explanation as to why the employee was not promoted shall be given.
 - d. If an employee is promoted to a temporary position within the same school/department the employee at the termination of the temporary position shall return to their former position with no loss in step or pay hourly rate as if the employee had remained in their former position. Any such temporary promotion shall be at the discretion of the immediate supervisor.

C. Other Provisions

Nine-month and ten-month employees covered by this agreement who are hired for summer school Clerk and Paraprofessional positions shall be paid their normal step.

SECTION 3: EMPLOYEE EVALUATION

Employees with three (3) or less or fewer years of experience in the Volusia County School District shall be evaluated twice annually, first by December 15 and secondly by April 30, in the absence of extenuating circumstances. Employees with more than three (3) years of experience in the Volusia County School District shall be evaluated at least once annually. Such evaluation shall be timed at the discretion of the evaluator but shall take place no later than April 30, in the absence of extenuating

circumstances. Each employee shall be provided a conference to review the evaluation upon request. The employee shall be given a signed copy of the evaluation instrument prepared by ~~their~~ his/her Immediate Supervisor. No such report shall be placed in the employee's official personnel file without the employee receiving a signed copy and an opportunity for a conference.

The first evaluation for an employee who has been transferred or promoted into a new position may be extended by thirty (30) days.

A summative performance rating of "needs improvement" shall require a conference between the Immediate Supervisor and the employee for the purpose of establishing a time line for improvement. Reasonable effort will be made by the immediate supervisor to discuss performance problems with employees as they arise.

No employee (of in the Bargaining Unit) shall be permitted or required to formally evaluate another employee.

The Performance Review Handbook shall be available on the Human Resources Department website.

~~The negotiated evaluation instrument, Strategies for Improvement and Performance Review Guidelines are included as Appendix B of this Agreement for the purpose of providing information only.~~

SECTION 4: NOTICE FOR END OF YEAR REASSIGNMENT OR NON-REAPPOINTMENT

- A. Any employee who, in the next work year, is to be reassigned from one worksite to another shall be given written notice of the reassignment at least fourteen (14) calendar days prior to the first day the employee is required to report to the new worksite. Such notice shall be sent by certified mail to the employee's last address on file with the school district or by hand delivery with signed receipt during summer months if the employee is not scheduled to work in the school district during that time. However, a reassignment to another worksite may be made with less notice, where determined necessary by the Superintendent to be in the best interest of the school district. Where an employee is to be reassigned to another worksite in the next work year due to a change in staffing allocations, the school district shall consider the employee's home address when determining the worksite to which the employee will be assigned.
- B. Any employee who will not be recommended for reappointment shall be given written notice at least fourteen (14) calendar days prior to the end of the employee's contract year. When determined necessary by the Superintendent to be in the best interest of the school district, less than fourteen (14) calendar days notice may be given.

SECTION 5: VACANCIES REFERENCE FILE

A fiscal year file of all vacancies shall be available in the Human Resources Department Personnel Services Division.

SECTION 6: LAYOFF AND RECALL/REDUCTION IN HOURS

- ~~A. A "layoff" is defined as the separation from employment of an employee by the school board for lack of work or funds without any fault or delinquency on the employee's part. The separation from employment of a probationary employee shall not be considered a layoff. A non-~~

~~reappointment of annual contract employees who have completed the Deferred Retirement Option Program, shall not be construed as a layoff, nor shall a transfer (voluntary or involuntary).~~

BA. The Board agrees to provide the Association with a list of names of the employees being laid off or displaced due to a reduction in force and such notice shall be sent within thirty (30) days of the occurrence. Employees to be laid off shall be notified as soon as possible after the decision is made. In no event shall the Board give less than fourteen (14) calendar days notice prior to the date of the layoff to affected employees. The Union shall be notified of the layoff prior to employees receiving such notice.

CB. Procedures

1. Layoff

The employer shall determine when a layoff is necessary and shall determine the positions to be eliminated or reduced. In the event of a layoff, the following procedures shall be followed:

- a) The employer shall determine how many employees must be removed from the district by job classification and/or worksite.
- b) The employer shall layoff employees within that job classification and/or at each affected worksite taking seniority, skills and qualifications into account. Annual contract employees will be subject to a layoff prior to tenured employees, except when an annual contract employee possesses skills and qualifications that benefit the overall operation of the school or department, which other employees within the affected classification at the school or worksite do not possess.
- c) The superintendent/designee may then make the mandatory transfers that are necessary, if any, to insure that the layoff occurs at the worksite in which the administration sought to reduce the number of employees.

2. Reduction of Hours

The employer shall determine when a reduction of hours is necessary and shall determine the number of hours to be reduced. In the event of a reduction of hours within a given job classification the following procedures shall be followed:

- a) The employer shall determine how many hours must be reduced from the job classification at each affected worksite. The employer shall request, and give consideration to, volunteers prior to taking any action.
- b) The employer shall reduce hours within that job classification at each affected worksite taking seniority and training into account. If an employee has their hours reduced, they shall be notified of the reduction by the immediate supervisor. If the employee requests, the immediate supervisor will meet with the employee to discuss the reduction.
- c) If, within two (2) years after the loss of allocated hours, the allocation of hours for the classification at the worksite is increased, but not directed by the district to a specific function or class, the supervisor shall, in allocating the additional

hours, give reasonable consideration to increasing the hours of the employees who have previously experienced a decrease in hours due to a loss of allocated hours at the school.

3. Exception

Any transfer of personnel deemed necessary by the Board as a result of any layoff or reduction of hours shall be exempt from the vacancy announcement requirement.

4. Recall

Employees who have lost employment due to a layoff shall retain recall rights for one (1) year and shall have preference to work over other applicants.

a) Recall shall be made by certified mail to the last address in the employee's records. The Association shall be provided a copy of the recall letters. Within five (5) work days of the certified receipt date, laid off employees must signify their intention of returning to work (to the ~~Personnel Services~~ Human Resources Department). Failure to respond to the notice shall constitute a resignation by the employee.

b) When employees are recalled from layoff, the employee with the greatest seniority in that classification shall be recalled first. If the laid-off employee, when offered recall, is temporarily unable to return to work due to medical reasons, they may request an extension of recall rights, not to exceed two (2) months.

SECTION 7: EMPLOYEE PROTECTION

The Board shall furnish legal counsel to members in defense of civil legal actions arising out of the discharge of their duties within the scope of their employment in the school system, unless the Board finds that the member acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

SECTION 8: EMPLOYEE DISCIPLINE

A. Just Cause

1. Disciplinary action may not be taken against an employee except for just cause.
2. Disciplinary action shall be governed by applicable statutes. The Board will also apply the state regulations that may be adopted by the Department of Education regarding the use of reasonable force by Board employees.
3. Disciplinary action shall include written reprimands, suspensions without pay, performance related reductions in rank, terminations of regular employees, or the non-reappointment of employees who have tenure.

4. Before the Superintendent makes a recommendation to the Board for suspension without pay, performance related reductions in rank, or termination, the affected employee shall be given five (5) days written notice.

B. Representation

In any meeting called by a member of the administration with the employee to discuss disciplinary action, the employee shall be advised of the purpose of such meeting and that it may result in disciplinary action and shall be entitled to representation upon request. Exercising representative rights by the employee shall not delay the investigative process more than twenty-four (24) hours unless mutually agreed.

If material relating to work performance, discipline, suspension or dismissal is placed in an employee's personnel file, and the employee chooses to respond in writing to such material, the employee's response shall be attached to such material. Documents included in an employee's personnel file can only be removed in compliance with Florida Statutes.

SECTION 9: SUSPENSION

If an employee is suspended from duty and is subsequently exonerated by the Board of charges that resulted in this suspension, the employee shall be fully compensated by the Board for such period of absence according to their status at the time of suspension and be returned to full duty with no loss of pay. The employee shall further be returned to their former job classification.

SECTION 10: TEMPORARY EMPLOYEES - 120 DAYS OR MORE

Those employees hired as temporary employees for the duration of a specific project or projects, or in place of an employee on leave, shall be entitled to the rights and benefits provided for in this agreement and termination due to expiration of the employment shall not be subject to appeal.

SECTION 11: PAID-ON-BILL EMPLOYEES

Paid-on-Bill employees shall not be entitled to the rights and benefits provided for in this Agreement.

SECTION 12: EMPLOYEE ASSISTANCE PROGRAM

- A. Whenever an employee is referred to or enrolled in an Employee Assistance Program, the School Board shall, to the extent allowed by law, maintain the confidentiality of the employee's participation.
- B. The School Board will not use participation in an Employee Assistance Program as a disciplinary measure. However, nothing herein shall prevent an employee's mandatory referral to an Employee Assistance Program, or the disciplining of any person who refuses to attend when referred.

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**ARTICLE 12
DAYS AND HOURS**

SECTION 1: LUNCH/BREAK PERIOD

Employees will receive a ten minute break with each four hours worked. These breaks will be considered hours worked, and therefore will be paid time for the employees. In the event the board declares a four day work week for all or part of the workforce, the workday for full time employees (40 hours) shall consist of ten hours, including a fifteen minute break with each five hours worked and a 30 minute unpaid lunch break.

Employees who work six hours or more, but less than eight hours will be provided a 45 minute lunch break. Employees who work eight hours will be provided a 60 minute lunch break. Lunch breaks shall not be considered hours worked, and therefore will not be paid time. With the agreement of the worksite administrator, these lunch breaks may be reduced or waived.

The work site administrator shall determine the scheduling of lunch breaks and rest breaks.

Immediate supervisors shall establish the service needs of their buildings/departments. The immediate supervisor shall, keeping the service needs of the building/department as the primary consideration, give consideration to suggestions from employees regarding flexible scheduling of the lunch break. Suggestions may include the time the lunch is taken as well as the length of the lunch break. The immediate supervisor shall, if requested, meet with the staff to discuss the suggestions. The employer recognizes the uniformity between departments, schools, etc., is not required, that each department/school may have unique needs in regard to coverage, which may result in different solutions.

SECTION 2: DAYS

All employees shall be employed for the number of days as set forth in the adopted school calendar for the specific work year.

SECTION 3: HOLIDAYS

- A. All employees who are employed for ten (10), ten and one-half (10 1/2) or eleven (11) months shall have the paid holidays now afforded ten-month instructional personnel.
- B. Twelve-month (12) employees shall have nine (9) holidays in accordance with the Board adopted Salary and Payroll Information document.
- C. If an employee is on unpaid leave the day before and the day after the paid holiday, the employee will not be paid for the holiday.

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**ARTICLE 13
WORKING CONDITIONS**

SECTION 1: WORK SCHEDULING

- A. The work week shall consist of no more than five (5) days of work within seven (7) consecutive days at the regular rate of pay. Bargaining unit members hired prior to July 1, 1989, shall not be required to work on Saturday or Sunday as part of their work week.
- B. Where weekend work is necessary, the Administrator concerned shall make every effort to rotate schedules to distribute weekend assignments equally. Where practicable, employee wishes shall be considered.
- C. The school board will endeavor, subject to budgetary concerns, to allocate an additional hour per day for ESE paraprofessionals at Plus One schools in order for such employees to be on duty to assist the ESE teachers and students.
- D. Employees shall not be required to report to work prior to the established starting time nor be compelled to work beyond their scheduled work day unless they are compensated for such additional time in accordance with this agreement.
- E. Except in the case of emergency as defined in this agreement, employees shall be given a reasonable notice of at least ten (10) working days when his or her work site or work schedule are to be changed.

SECTION 2: OVERTIME

When employees are directed to work overtime in addition to their regular hours, totaling more than forty (40) hours per work week, they shall be paid for the additional time at the rate of time and one-half (1 1/2) of the normal rate of pay for all hours beyond the regular work week. When the employee above works on Board designated holidays which they are scheduled to have off with pay, they shall be paid at double time, in addition to the holiday pay. In lieu of overtime pay an employee may be asked to take compensatory time on a time and one-half (1 1/2) basis (or double time if a holiday situation). Taking into consideration the organizational subdivisions of the School District, assignments and shifts, the willingness to accept compensatory time if requested, the Administrators concerned shall assign overtime among employees as equitably as practicable. Where practicable, employee wishes will be considered.

SECTION 3: CALL BACKS

An employee on call back shall be paid for a minimum of two (2) hours, or actual time worked, whichever is greater. (Compensatory time may be used in lieu of pay, if the employee so prefers.) Time shall be computed from the time the employee leaves home until the employee is released from the call back. Compensation will be computed at the overtime rate of one and one-half (1 1/2) times the employee's normal rate of pay for hours worked in excess of forty (40) hours per week, unless the call back falls on a holiday, at which time the employee would be compensated at two times the employee's normal rate of pay for hours worked, in addition to the holiday pay.

An extension of the length of the regular day without a break in hours, does not constitute a call back.

SECTION 4: WORKERS' COMPENSATION

If Worker's Compensation is paid to the employee while the employee is receiving a salary, the employee shall return the Workers' Compensation to the Board.

SECTION 5: ANCILLARY ACTIVITIES

Employee's participation in ancillary activities beyond the regular duty day for which no additional compensation is paid shall be strictly voluntary.

SECTION 6: RESPONSIBILITIES

- A. Immediate supervisors shall not delegate to any employee the total responsibility for the control and direction of the students in any office, classroom, cafeteria, clinic, or playground except in case of emergency, or where the employee has received the school district's substitute teacher training or another training class specifically designed by the administration to assist employees in dealing with student behavior.

An Employee shall not be asked to substitute for a classroom teacher unless the employee has received the school district's substitute teacher training. Except at the time of employment or when transferring to a paraprofessional classification where a level of student supervision is required, an employee cannot be required to take the substitute teacher training. If a substitute teacher cannot be obtained, an employee may be asked to substitute for the teacher, when doing so does not violate state or federal law. However, the administration shall have sole authority to determine the requirements of Individual Education Plans, Education Plans, or other student plans required by law. In situations where there are an insufficient number of substitutes available at the school, if no employee volunteers, one may be assigned. However, if there are a sufficient number of substitutes available at the school, the employee has the right to decline the substitute assignment. Employees substituting for classroom teachers shall receive additional compensation as setout in Article 16 - Compensation, provided (1) that the principal or other site based administrator designated by the principal has given prior approval, and (2) each substitution last for at least one continuous half hour. Employees shall not be required to accept compensatory time in lieu of substitute pay.

- B. Employees shall not be required to administer any medication including but not limited to diabetic blood level checks, nebulizer treatments, etc. to students unless appropriately trained for the procedure. General medication administration shall only require generalized training. Any requirement beyond the dispensing of medication shall require specific training in the procedure involved, and where medically prudent, child specific training. Such training and appropriate updates shall be provided annually by the Board and shall be during work time. The Board shall continue to endeavor to obtain qualified health personnel to meet student health needs.
- C. Employees shall not be required to check for head lice.
- D. Employees shall not be required to transport students or conduct other district business in their own vehicle.
- ~~E. Employees shall not be required to perform the duties of a substitute teacher except in cases of emergency and when doing so does not violate State or Federal law.~~

- F. Immediate supervisors shall not require an employee to call substitutes for the school before/after working hours, unless compensation has been agreed upon.