

**ARTICLE SIX
WORKING CONDITIONS**

- A. The daily standard of working hours for full-time employees shall be no longer than eight and one-half (8.5) consecutive hours, including a one (1) hour unpaid duty-free meal period, when there is a workweek consisting of five (5) consecutive days. Other employees may be required to work a different schedule based upon the operational needs of the system.
- B. The standard workweek for full-time employees will be thirty-seven and one-half (37.5) hours.
- C. The workweek shall consist of five (5) consecutive days during the school year unless mutually agreed by the employee and his/her supervisor. Schedules varying from these provisions, shall not be subject to this section. The District may change the workweek during the summer to four (4) consecutive days, in which case the standard daily working hours may be longer than eight and one-half (8.5) consecutive hours. The standard work week for payroll purposes shall be Monday through Sunday.
- D. No employee shall be required to work more than twelve (12) hours in a workday, except in case of an emergency or operational need of the District.
- E. **Compensatory Time**
 - 1. Professional employees, as defined by Florida Statutes, Section 447.203, who are exempt from coverage by the Fair Labor Standards Act (FLSA) shall receive compensatory time at the ratio of 1:1 for pre-approved work in excess of thirty-seven and one-half (37.5) hours. The accumulation and use of compensatory time shall be recorded in a standard format established by the Board. The accumulation of compensatory time for these employees is limited to forty (40) hours or, upon approval of the supervisor, to eighty (80) hours. In special circumstances, the Superintendent or his/her designee may extend the limit on the accumulation of compensatory time if mutually agreed to by the employee.
 - 2. Compensatory time shall be scheduled by mutual agreement by the employee and his/her supervisor. If compensatory time is denied, arrangements shall be made to schedule another mutually agreeable time promptly after such denial. The employer shall not

unreasonably deny a request for compensatory time. The employee shall not be unreasonable in selecting time off. When an exempt employee is requested to work in excess of the standard workweek of thirty-seven and one-half (37.5) hours and compensatory time cannot be taken because of operational needs of the District, the hours shall be paid to the affected employee at his/her regular hourly rate at the end of the fiscal year or when approved in advance by his/her supervisor.

3. The Board shall apply FLSA requirements for compensatory time and overtime for non-exempt employees to all employees other than those cited in subsection 1 above. Job classifications previously considered non-exempt under FLSA shall continue to receive the same benefits of overtime pay that they received prior to June 1, 2004.
4. Employees who are the immediate supervisors of others whose actual scheduled work hours are more than seven and one-half (7.5) hours a day and who are required to work on the same schedule shall be paid at their hourly rate for time worked beyond seven and one-half (7.5) hours a day, including paid leave days and paid holidays, where applicable.
5. Non-exempt employees who are required to perform work on an emergency basis shall be paid double time for all hours worked—but not less than four (4) hours—on all District recognized holidays on which the School District is closed.

F. **On-Call Assignments:** On-call assignments are defined as those instances when unit members have been instructed to remain available to return to their work location on short notice to perform assigned duties during an off-duty period. Employees shall be paid four (4) hours at the appropriate rate of pay on each non-work day they are on call. If the affected employee is assigned work to perform during non-regular work hours, the employee shall be paid for all hours worked in excess of four (4) hours at the appropriate rate of pay. In the event the employee is required to report to work, the employee shall be paid for mileage incurred in reporting to and returning from work. If the on-call duties occur during a week in which the District is closed as the result of a recognized holiday, the holiday hours shall count as hours worked for the purposes of computing overtime compensation for non-exempt personnel pursuant to the provisions of this section. On-call assignments shall be made on a rotation basis for all qualified employees.

- G. **Emergency Call-Back:** Emergency Call Back is defined as those instances when unit members have not been placed on-call, but are contacted to return to their work location or to perform work on short notice during an off-duty period. Non-exempt employees shall be paid a minimum of four (4) hours at the appropriate rate of pay on each non-work day they are called back. Exempt employees shall receive compensatory time on an hour-for-hour basis at not less than four (4) hours for call back work. In the event employees are required to report to work, both exempt and non-exempt employees shall be paid for mileage incurred in reporting to and returning from work for call back duties. If the call-back duties require work in excess of the four (4)-hour minimum, the employee shall be compensated at the appropriate rate of pay for the actual number of hours worked. If the call back duties occur during a week in which the District is closed as the result of a recognized holiday, the holiday hours shall count as hours worked for the purposes of computing overtime compensation for non-exempt employees pursuant to the provisions of this section.
- H. **Flexible Hours:** Employees shall be allowed with the approval of their supervisor, which approval shall not be unreasonably withheld, to adjust their work schedule to allow for medical appointments or personal emergencies.

Employees by mutual agreement, may be assigned flexible work schedules to support the 24-hour operating schedule; respond to emergency/unforeseen requirements; and to adapt to cyclic workload requirements. Regular work schedules for each employee shall be established, anticipating, to the extent possible, extra and/or other than normal schedule requirements. When a department deems it necessary to institute a second/third/alternate shift, the department shall initially solicit volunteers. If there is an inadequate number of volunteers, those employees with the necessary qualifications shall be selected by reverse seniority.

Where feasible, an employee shall be granted release time through flexible scheduling to attend parent/teacher conferences or other school activities involving their children that may occur during the regular workday.

- I. **Abusive Language, Insults, Harassment:** School Board employees should not be subjected to harassment, abusive language, upbraiding, insults or interference by an administrator/supervisor or other persons in the performance of the employee's duties.

J. **Telecommuting Assignments:** Nothing herein shall preclude a supervisor, with agreement from the impacted employee, from providing an opportunity for employees to perform regular duties by telecommuting.

K. **Contract Renewal**

1. An employee's status shall be renewed from year to year unless the Board terminates the employee for one of the following reasons: just cause, failure to meet job standards, reorganization of the workforce or a reduction in the number of employees on a District wide basis for financial or operational reasons.
2. In the event the Board terminates an employee, the Board may suspend the employee with or without pay. The employee shall receive written notice and shall have the opportunity to formally appeal the termination through the grievance procedure.

L. **Emergency Working Conditions**

In the event that, due to conditions beyond the control of the Board, including but not limited to hurricanes, windstorms, floods and tornadoes, the Superintendent, or his or her designee, or the School Board, or any other public official, declares an emergency and directs the School Board to commence emergency operations and/or orders the schools, facilities or administrative areas to be closed, employees shall be compensated as described below:

1. Any employee regularly scheduled to work during the time of the emergency or who is ordered to return home during the emergency or prior to the completion of said employee's work day shall be paid for all hours during the emergency period which the employee had been scheduled to work. Make up days may be required for those instructional days not waived by the State for employers in the Transportation Department and School Nurses/LPNs. Other employees required to work on those additional instructional days shall be compensated subject to emergency call back provisions.
2. Any employee scheduled to be on pre-approved sick leave, annual leave, or personal leave during the declared emergency shall suffer no loss of pay and no leave time shall be deducted from the applicable leave accumulation.
3. Any employee who is assigned or called back by the Board to work during the declared emergency shall be compensated at double the

employee's straight time base hourly rate for all hours actually worked. This compensation shall be in addition to any compensation which would otherwise be due the employee under the provisions of paragraph 1 above.

4. Full-time employees who fail to report to work after a call-back shall not be compensated for days not worked while schools are closed due to the emergency conditions unless on approved leave prior to the time of the call-back or on other approved leave provided in this Agreement.

M. Continuing Education:

Both parties agree that continuous improvement of employee skills benefit both the employee and the School Board in the performance of job duties. Therefore, the parties agree to the provision of continuing education funding opportunities so that employees may acquire, maintain and improve skills at no cost or at a reduced cost. To meet this goal, the parties agree to create a fund for BTU-TSP employees who seek reimbursement for additional qualifications and/or coursework related to skills within their job family.

In order to address this issue and accomplish their common goal, the parties agree to the following:

1. Establishing an ongoing committee with equal numbers of no more than three (3) participants from each party.
2. The committee has the authority to design and recommend a procedure, and create an appropriate application and related processes, to be made available to TSP employees by September 30th of each fiscal year. If an extension is needed, the parties mutually agree to extend the deadline for no more than thirty (30) days.
3. Designees from the District and BTU-TSP will chair the committee.
4. The committee shall be authorized to establish dates for distribution of the funds based on the approved guidelines.
5. The parties have reached agreement regarding the administration of the fund:

- a. Establishing an annual training fund consisting of a minimum of \$100,000.
- b. Employees must have completed eight (8) years of work experience, as determined by their most recent date of hire with the School Board, in order to be eligible to request the funds.

N. Labor Management Meetings:

Upon mutual agreement, three (3) representatives of the Administration and three (3) representatives of the BTU-TSP will meet during the regular school year on an as-needed basis at times convenient to both parties for the purpose of reviewing the administration of the Agreement and to resolve matters of mutual concern.

The parties agree that each may invite subject matter experts (“SMEs”) to the meeting, as needed, to address agenda items. The identity of any SMEs to appear at a Labor Management meeting will be shared at least forty-eight (48) hours before the meeting. Unless mutually agreed upon, the Labor Management meeting will not be scheduled for more than one and one-half (1½) hours. The parties agree that these meetings are intended to discuss matters of common interest. These meetings are not intended for the purpose of collective bargaining or to discuss matters of active grievances, pending arbitrations or disciplinary actions.

Each party will submit to the other at least seventy-two (72) hours prior to the meeting, an agenda covering what it wishes to discuss. Agenda items must be mutually agreed upon at least forty-eight (48) hours prior to the meeting. The parties will alternate the location of the Labor Management meetings.

The Chairperson will jointly rotate between the Administration and the Union. The Chairperson will be responsible for conducting the meeting and distributing the agenda. Summaries of action plans will be shared between both parties.