

ARTICLE XI -- WORKING CONDITIONS

Section 1. Work Schedule

- A. The standard number of working hours during any standard work week will be 37.5 hours.
- B. The work week shall consist of five consecutive days (Friday - Thursday).

STANDARD WORK WEEK FOR PAYROLL PURPOSES: The standard work week for payroll purposes has been established by The School Board of Miami-Dade County, Florida as follows: 40 hours - commencing immediately after midnight on Thursday and running for seven consecutive days ending on midnight the following Thursday.

- C. The normal workday shall be between 6:00 a.m. and 7:00 p.m. Other employees may be required to work a different schedule based upon the operational needs of the system.
- D. All employees shall have a duty-free lunch period, exclusive of the standard workday.

Section 2. Standby Assignments

Standby assignments are defined as those instances when unit members have been designated to be available to return to their work location on short notice to perform assigned duties during an off-duty period. In the event the employee is required to report to work, the employee shall be provided compensatory time pursuant to Section 5. Employees assigned to the Office of Information Technology who are required to work at home while on standby status, shall be provided compensatory time pursuant to Section 5.

Section 3. Flexible Work Schedules

Employees assigned to the Office of Information Technology Services, whose duties are technically oriented, highly specialized, and do not include direct or indirect supervision of other employees, 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 and/or third shift, the department shall initially solicit volunteers.

Section 4. Call-Back

Employees called back to work shall earn a minimum of two hours at the ratio of 1:1.5 commencing at the time of arrival to the work location, provided the call-back does not immediately precede or extend the employees' regular work day.

Section 5. Overtime/Compensatory Time

- A. When an employee is required by the supervising administrator to work in excess of 37.5 hours during a standard work week, the employee shall receive overtime pay. This provision shall be effective the date of School Board ratification of the 2004-2005 Addendum to this contract. In lieu of overtime pay, the employee may request to receive compensatory time with the approval of the supervising administrator through an approval process to be mutually agreed to between the employer and the Union.
- B. The employee must have the expressed approval of the supervising administrator to work beyond his/her regular work day. Subject to Section 5(A) above, employees shall be paid overtime or accrue compensatory time at the rate of 1:1.5 for each hour worked in excess of 37.5 hours.
- C. The maximum number of working hours an employee may accrue for compensatory time is 20; however, the Bureau/Office Head or designee may authorize exceptions to the stated accrual cap.
- D. All accrued compensatory time must be taken within 60 calendar days after accrual; if not taken, the employee will be paid for such time in accordance with the standard overtime payroll procedures.
- E. Supervising administrators will, whenever possible, approve use of accrued compensatory time upon request in full or half-day increments.

Section 6. Emergencies

The emergency closing of schools for any cause, such as inclement weather or violent or disruptive activities in which the safety of individuals might be endangered, shall be at the discretion of the Superintendent of Schools, pursuant to School Board Rule 6Gx13- 6A-1.05. When an emergency is declared by the Superintendent, employees are generally excused from work because of the emergency. Those employees required to work during the emergency will receive two times their regular rate of pay for such work. Final approval for payment must be reviewed and approved by the Superintendent or the appropriate member of the Superintendent's Executive Staff.

Section 7. Job Requirements

Subsequent to initial appointment, the employer has the right to place additional employment requirements on any job classification. For those permanent employees already on the job, the costs of such additional requirements shall be borne by the employer. New employees shall assume costs of all eligibility requirements.

Section 8. Probationary Period

The first 90 days of an initial contract for a newly hired employee for a position within the DCSAA bargaining unit is a probationary period. During the probationary period, the

employee may be dismissed without recourse or may resign from the contractual position without breach of contract. A dismissal during the probationary period shall be final and not subject to a hearing in accordance with provisions of the collective bargaining agreement, law or School Board Rule. During the probationary period, the employee is not eligible to apply for transfer or promotion.

An employee who is promoted shall serve a three-month probationary period. An employee who fails to achieve or maintain a satisfactory level of performance during the probationary period shall return to the position occupied prior to the promotion or a similar position.

Section 9. Non-M-DCPS Compensation

No M-DCPS employee may use his/her regular work hours to earn compensation from sources other than the School Board, except for services construed to be desirable public service approved by the appropriate Chief Officer.

Section 10. Alternate Work Environment

Telecommute Assignments -- Nothing herein shall preclude a supervising administrator, with agreement from the impacted employee, from providing an opportunity for employees to perform assignments by Telecommute.

Section 11. Project Employees

Procedures for employing Project employees shall be developed mutually by M-DCPS and DCSAA which shall include but not be limited to the terms of the individual contract for these employees.

When the School Board hires project employees, the School Board will advise the employee and the Union at the time of employment, specifically which projects the employee will be assigned and the duration of the employee's assignment. When the employee has completed the assigned projects, the employee's employment status with the School Board shall be terminated. Nothing, however, prevents the School Board from assigning additional projects to the employee as long as the employee is terminated at the conclusion of the projected date of completion of the original project(s). When a project(s) continues into the next fiscal year, the continued employment of the project employee is subject to the management decision to reappoint such employee. Continued employment from one fiscal year to the next is not automatic.

A management decision not to reappoint shall not be grievable or arbitrable. These employees will be entitled to all rights and benefits provided for full-time probationary/permanent employees in this Agreement, except:

1. that the termination due to expiration of the employment project shall not be subject to appeal;

2. entry compensation shall be set no higher than 12% of the minimum salary;
3. the maximum number of years a project employee can be continued in this employment status shall be three years. Employment beyond three consecutive years shall be considered permanent, pending School Board action. Employees who are employed following a Project shall be considered a new employee and retain no previous seniority rights;
4. in the event of any bargaining unit layoff involving job classifications which may include Project employees, Project employees shall be terminated before any permanent unit employees are laid off;
5. personnel terminated due to project expiration will not retain any rights of rehire and may be rehired as permanent employees, without regard to length of employment or order of termination; and
6. the total number of Project employees, at any given time, shall not exceed a maximum of 30.