

Article 17 — Working Conditions

- A. Normally bargaining unit members will be contracted for 190 days except for the following positions ~~whose job descriptions will be written to~~ that may ~~which~~ contain contract days in excess of 190 unless posted at 190 days: Educational Audiologist, EI Specialist, EI/ECSE Evaluation Specialist, Lead Speech-Language Pathologist, School Improvement Specialist, School Improvement Technology Integration Specialist. Other job descriptions may be added to the list by mutual agreement of the parties. When other positions are requested, the Association will respond within a timely manner. Staff may work more than 190 days on a timesheet for short-term projects or needs. Volunteers will be solicited District wide for short term assignments. If the District seeks employees to volunteer for short term work, and no employee(s) are available, the District may contract with an outside entity to fill the position. Compensation for bargaining unit members whose contracts exceeds 190 days will be prorated accordingly based on 1/190 of the bargaining unit member's basic 190-day contract for each day of the adjustment. The contract shall include student contact days, inservice days, and legal holidays which are included within the contract period.
- B. **LENGTH OF DAY AND WEEK.** The normal workweek for all employees in the bargaining unit will be 40 hours. The parties recognize the desirability of flexible scheduling and it is their intent to continue reasonable flexibility in the workday and workweek for the duration of the Agreement. While employees will normally follow a work schedule as described in (1) and (2) below, the specific hours worked on any given day will be arranged by mutual agreement with the appropriate supervisor. Each employee shall receive a paid duty-free lunch period and breaks. The bargaining unit member's immediate supervisor shall make appropriate arrangements so that unit members are relieved of all student responsibilities in order to achieve the above.
1. Licensed bargaining unit members will normally work eight (8) hours per day including a thirty (30) minute duty free lunch. These staff will follow the school or district work schedule to which they are primarily assigned. These staff will attend a broad range of meetings including, but not limited to, IEP, eligibility, parent conferences, school staff meetings, and E.S.D. program staff meetings that may occur before or extend after the school's regular hours.
 2. Bargaining unit members may work more than 40 hours per week with the approval of the immediate supervisor and shall be allowed flexible time off on an hour for hour basis when such time would not interfere with educational activities as determined by mutual agreement with the immediate supervisor. Otherwise, employees will be reimbursed on an hour for hour basis as an extra duty assignment as defined in Article 20, J.
 3. When a workload issue arises for an employee that affects their normal work week, the employee shall discuss the issue with their supervisor. If the resolution of the workload issue would affect one or more constituent districts, the SOESD administration will be responsible to have that discussion.
- C. **RESPONSIBILITY AND ASSIGNMENTS**

1. Bargaining unit members shall attend scheduled staff meetings outside of working hours when and as required by the Superintendent and immediate supervisor. Meetings shall be held during working hours when reasonably possible. Meeting hours and related work schedules may be arranged by consultation with the appropriate supervisor. Employees unable to attend such meetings because of commitment directly related to their work such as, but not limited to, staffings, parent conferences and visitations, shall not be subject to reprisal provided they have contacted their immediate supervisor prior to the scheduled meeting, whenever possible.
2. In the event of a classroom teacher's absence, the teacher to be replaced shall be given the opportunity to recommend a substitute whenever possible; however, the decision shall rest with the supervisor.
3. The District will provide each bargaining unit member with a copy of the employee's job description. The job description will be of sufficient specificity that the bargaining unit member's immediate supervisor can read and assign tasks in accordance with it. The bargaining unit member's job description will become a part of the employee's contract. Assigned tasks and responsibilities shall be related to the job description.
4. When an assigned facility is inadequate, the bargaining unit members will report the inadequacy to the immediate E.S.D. supervisor. If no solution is reached within ten (10) working days, the immediate E.S.D. supervisor will submit to the local building principal and District Superintendent a written statement of the problem and a request for a conference, including, but not limited to, the bargaining unit member, the employee's supervisor, the program coordinator or the director, whichever is next in line of authority, and the local building principal in an attempt to remedy the problem. The decision of the E.S.D. will not be subject to grievance.
5. The District will make every effort to provide each bargaining unit member with the supplies and materials necessary for the appropriate program. If a financial freeze is necessitated, the District shall meet with the Association in order to prioritize purchasing of essential instructional materials.
6. With prior approval from the employee's supervisor a bargaining unit member may request to work from home up to three (3) times a year not to exceed eight (8) hours in a day. This is not an option which can be used during inclement weather. If there is a need to work from home beyond the time outlined above the employee and the supervisor may submit a request to the Superintendent for approval.

D. **PREPARATION TIME.** Bargaining unit members will adhere to the preparation time schedule followed in the school District to which the employee is assigned. Bargaining unit members working in more than one district in the course of a day will, with the immediate supervisor, mutually decide upon schedule preparation time.

1. Bargaining unit members shall be on duty at the site designated by their supervisor or on assigned work-related business during the time assigned. The total length of the workday will normally not be more than eight (8) hours. The duty-free lunch period will be at least thirty (30) minutes in length in accordance with the specifications of the individual district.

2. Bargaining unit members may leave their work sites without requesting permission if permitted by the building and local districts during the scheduled duty-free lunch period after notifying the appropriate supervisor and in accordance with the specifications of individual districts.
3. Upon request of the bargaining unit member, the District shall provide a mutually agreed upon release time from the bargaining unit member's classroom or from their caseload assignments to do required paperwork. The bargaining unit member's request will provide a written statement of the paperwork needing completion.