

**TENTATIVE AGREEMENT**  
**ARTICLE VIII**  
**TERM OF EMPLOYMENT, WORK WEEK AND OVERTIME**

1. Full-time Classified Employees (FTE)

- a. The normal work week shall be 40 hours.
- b. Each employee's hours of work shall be determined by the District. Night Custodians will work an eight hour shift with a paid 30 minute lunch included.
- c. Overtime compensation for a full-time employee who has worked over 8 hours per day or 40 hours a week will be paid at time and one-half. An employee shall have the right to choose compensatory time at one and one-half times the hours worked. Time off must be authorized in advance by the District Superintendent or his/her designee.
- d. Overtime Minimums: Employees called into work after they have left the District premises having worked their regularly scheduled day, or called in on a 6th or 7th day, shall be guaranteed a minimum of 2 hours work. Employees notified of overtime while still on the job may have a meal break and/or leave the premises at their own discretion prior to commencing overtime. Supervisor must be notified if the employee takes a meal break or leaves the premises.
- e. The District shall find and employ substitute secretaries who will provide office coverage one hour per day, as designated, during the secretaries' lunch hour. These substitute secretaries will be provided by the first day of school.
- f. A Secretary position which is under 1.0 FTE may combine Health Aide and Noon Relief hours to become 1.0 FTE (including Health Aide and Noon Relief hours) and will be paid at the secretary rate of pay. There will be only one Administrative Assistant and Secretary I at each elementary school site. Secretarial staffing at the middle school, beyond the Administrative Assistant and Registrar will be determined by need and Budget.
- g. Administrative Assistants to the Principal and the Registrar 6-8 will work an eleven (11) month work-year.

2. Part-time Classified Employees (PTE)

a. The Superintendent and/or his/her designee shall be responsible for determining hours of assignment. Each employee shall be informed of their specific work schedule at the time of hire and annually no less than four calendar days prior to the first day of employment start date or the first work day of the school year, whichever applies. Dates, times, and subjects of In-Service Training will be mutually agreed upon by the District and the Association. All mandatory In Service Training that takes place outside of an employee's regularly scheduled work assignment shall be compensated at the hourly rate. Training that extends an employee's work week to exceed 40 hours a week will be compensated according to Article VIII, Section 1, sub-section C.

b. If the daily hours or time schedules for PTE are changed (but not reduced or eliminated) the PTE will be given two (2) weeks' written notice of the change and given the opportunity to respond, unless an emergency is declared by the District Superintendent.

i. If additional hours become available during the school year, hours will be posted if the assignment is more than four (4) hours per week. If the assignment is four (4) hours or less, hours will be offered as a block by seniority, until filled, to aides whose hours do not go over the PTE limit.

ii. Any additional hours added to a one-on-one assignment will not be posted.

iii. In the case of one-on-one aides, it will be mutually agreed at the time of hire that hours of the assignment may fluctuate with the needs of the student as stated in their current IEP. (Special Education Aides serving as one-on-one aides will be informed at the time of hire that the hours for the assignment may vary due to the specific needs of the student(s) served. Seniority protections apply to all Special Education Aides including those serving with individual student(s).)

~~e. A PTE who works a minimum of three (3) hours per day is entitled to a fifteen (15) minute paid break each working day. This break shall be part of the PTE's regular employed time and not added time. If a PTE works less than three (3) hours a day and a recess naturally falls within those hours, the recess will be paid break time.~~

d. In order that regular employees may have an opportunity to volunteer to supplement their regular salaries, they shall be given consideration to serve as substitutes for absent PTEs, provided that assumption of the added work does not interfere with the performance of their regularly assigned duties and that the employee is qualified to perform the work of the absentee. The substituting regular employee shall be paid at his/her existing salary when working any PTE classification.

e. If an employee substitutes for a teacher, the employee will not be required to make up his/her regularly assigned hours.

f. When the District schedules summer classes or creates temporary positions, the opportunity shall be posted internally. The selection criteria shall include seniority, experience, training and/or education, compatibility, and program goals.

g. Child Nutrition Technicians are employed each school year to work during the time school is in session. Daily work schedules shall be determined and hours of work verified by the Child Nutrition Supervisor. **Vacation days are built into the hourly rate.**

### 3. Lunch Periods

Unit members working more than four (4) hours shall have a thirty (30) minute unpaid uninterrupted and duty free lunch period, which shall be scheduled at a time that is mutually agreed to by the unit member and the supervisor/manager. The lunch period may not be taken prior to the beginning or at the end of their work shift.

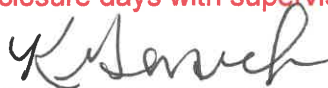
### 4. Rest Periods

Each employee shall receive a fifteen (15) minute paid break during each three (3) hours of consecutive service. Such breaks shall be scheduled by the employee's immediate supervisor/manager and shall not be taken prior to the beginning or at the end of the work shift. The District recognizes the employee's right to rest periods and expects employees to exercise this right.

Other specified rest periods may be designated only when the operation of the District requires someone to be present in the employee's assignment or at their worksite at all times during their designated work hours.

### 5. Unit Member Work Schedule During Breaks

At the discretion of the Superintendent, the District may impose a mandatory operational shutdown during holiday breaks. Unit members shall use vacation time or take it as a non-paid day for days not covered by paid holiday or floating days. Unit members may schedule to work closure days with supervisor approval for special projects as needed.



Ken Geisick, Superintendent  
Saratoga Union School District

3/2/23

Date



Deborah Dallas  
Saratoga Classified Association

3/2/23

Date

