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Jan 21, 2025
2:00pm
ARTICLE 15

Mason 1.21.25
Asst. Superintendent, Personnel
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EARLY CHILDHOOD EDUCATION (ECE) PERMIT TEACHERS
CHILDREN'S CENTER TEACHERS

- 15.1 ECE permit ~~Children's Center~~ teachers are educators who utilize any level of childhood development permit as their primary qualification for teaching. These ~~who are~~ unit members shall be covered by all the Articles of the Agreement with some exceptions to the following: Article 7 ~~VH~~, Hours of Employment; Article 9 ~~IX~~, Class size; Article 14 ~~XIV~~, Adult Education Teachers.
- 15.2 Upon initial employment and upon each change in classification thereafter, each employee shall be furnished two (2) copies of his or her class specifications, salary data, assignment or work location, together with duty hours and the prescribed work week.
- 15.2.1 The salary data shall include annual, monthly, or pay period, daily, hourly, overtime, and differential rate of compensation, whichever is applicable.
- 15.2.2 One (1) copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to his or her supervisor.
- 15.3 Hours of employment for ECE Permit teachers ~~Children's Center~~ shall be as follows:
- 15.3.1 Daily hours of work (or shifts) for unit members working less than full-time shall be established by the District to meet the operational requirements of the ECE Program ~~Children's Center~~
- 15.3.2 Daily hours of work (or shifts) for unit members working full-time shall be established by the District to meet the operational requirements of the ECE Program ~~Children's Center~~ within the following framework.
- 15.3.2.1 Full-time employment is based on a forty-hour (40-hour) workweek consisting of five (5) successive eight-hour (8-hour) workdays per workweek,
- 15.3.2.2 The days for a scheduled workweek will be Monday through Friday,
- 15.3.2.3 The lunch period shall be considered time worked.
- 15.3.3 Unit members shall be allowed a fifteen-minute (15-minute) rest period during any four-hour (4-hour) working period that is not otherwise interrupted by another break. Rest periods cannot be accumulated, nor can they be taken at the end or beginning of a four-hour (4-hour) working period.
- 15.4 Days of required service shall be established annually by the District within a minimum

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of two hundred forty-six (246) days and a maximum of two hundred fifty (250) days less authorized vacation.

- 15.5 Overtime service will be paid at the rate of one and one-half (1 ½) times regular pay for any full-time position in which the overtime was worked. The overtime rate will be paid only when authorized by the ECE Program Children's Center Supervisor before the overtime is worked.

15.5.1 For employees on a five-day (5-day), forty-hour (40-hour) workweek, overtime commences after eight (8) hours of work on a workday.

15.5.2 Any overtime rate shall be computed on the basis of the nearest quarter-hour worked.

15.5.3 Overtime work for less than eight (8) minutes shall not be reported nor paid.

15.6 Vacation

a. Members of the bargaining unit shall earn vacation in accordance with the following schedule:

15.6.1 (1) From the first (1st) year through the completion of the sixth (6th) year of service, vacation shall be accrued at the rate of 1.00 day of vacation for each full month of paid service for a maximum yearly accrual of twelve (12) days.

15.6.2 (2) Commencing with the seventh (7th) year through the completion of the eleventh (11th) year of service, vacation time shall be accrued at the rate of 1.333 days of vacation for each full month of service for a maximum yearly accrual of sixteen (16) days.

15.6.3 (3) Commencing with the twelfth (12th) year through the completion of the seventeenth (17th) year of service, vacation time shall be accrued at the rate of 1.50 days of vacation for each full month of paid service for a maximum yearly accrual of eighteen (18) days.

15.6.4 (4) Commencing with the eighteenth (18th) year through the completion of the twentieth (20th) year of service, vacation time shall be accrued at the rate of 1.667 days of vacation for each full month of paid service for a maximum yearly accrual of twenty (20) days.

15.6.5 (5) Commencing with the twenty-first (21st) year through the completion of the twenty-fifth (25th) year of service, vacation time shall be accrued at the rate of 1.833 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-two (22) days.

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15.6.6 ~~(6)~~ Commencing with the twenty-sixth (26th) year of service, vacation time shall be accrued at the rate of 2.0 days of vacation for each full month of paid service for a maximum yearly accrual of twenty-four (24) days.

- 15.7 b: Use of vacation leave is subject to the approval of the immediate supervisor or department head, who shall make a concerted effort whenever practicable. Vacation requests shall not be arbitrarily denied or designated by the immediate supervisor or department head. Use of vacation may be designated by the department head to coincide with school recess schedules. An employee may elect to request such vacation on a voluntary basis to coincide with school recess schedules. Staff development days negotiated by teachers shall be used as service days for classified employees and not be considered a school recess. Except in cases of extreme emergency, the department head shall notify affected staff members of the designation of vacation leave no less than seven (7) calendar days in advance of the date the leave is to commence.

If the employee is not permitted to take vacation leave in the year in which it is earned, it shall accumulate for use in the following year.

The District each year may require that employees with total accrued vacation exceeding 280 hours be compensated in cash for ten days of vacation, and schedule annual vacations so as to use each year's accrual by the close of the fiscal year, until the total accrued vacation is under the threshold of 280 hours. Requests to accrue a higher balance shall be handled on a case by case basis and the employee must receive prior approval with the Assistant Superintendent of Personnel.

- 15.8 e: Upon separation, permanent employees with more than six (6) months of service shall be compensated for all accrued vacation which is not used.

- 15.9 d: When an employee is on paid vacation during a period in which he/she would otherwise be scheduled by the department head to work and a situation occurs which would normally qualify all or part of the period of absence as sick leave, personal necessity leave, bereavement leave, or any other leave with pay, these portions of the employee's absence may be considered as such and charged to the appropriate leave, rather than to vacation leave. The employee shall be responsible for reporting such a situation to the department head as soon as it occurs. The employee shall also be responsible for providing whatever substantiation is required by the provisions of the applicable leave section of this Agreement.

- 15.710 Use of vacation leave is subject to the approval of the department head, and shall be granted as requested whenever practicable. Vacation leave may be designated by the department head. The department head shall notify affected staff members of the designation of vacation leave no later than seven calendar days after the request is made. Once approved, vacation may only be canceled and rescheduled, if necessary, to carry out the proper functioning of the ECE Program ~~Children's Center~~ and there would be no undue hardship to the employee.

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~~15.8 — Hours of employment for Even Start unit members shall be as follows:~~

~~15.8.1 Daily hours of work (or shifts) for unit members working full-time shall be established by the District to meet the operational requirements of the program.~~

~~15.8.2 The 35-minute duty-free lunch period shall be considered time worked.~~

~~15.8.3 Unit members shall be allowed a 15-minute rest period during any four-hour working period which is not otherwise interrupted by another break. Rest periods cannot be accumulated, nor can they be taken at the end of beginning of a fourhour working period.~~

~~15.8.4 Days of required service shall be the same as all other certificated teaching staff as established in Article 7.11.~~

~~15.8.4.1 — Definition: A "day," as that term is used throughout this Agreement in reference to holidays and other leaves and their accrual, including but not limited to sick leave and vacation, is defined as a maximum of eight (8) hours.~~

15.911 Part Time Employees

15.911.1 Employees occupying a less than full-time position shall be granted holiday pay, vacation leave, sick leave, bereavement leave, personal necessity leave, industrial accident leave, and other leave benefits prorated on their scheduled assignment as it compares to a 40-hour week standard and/or 12-month employment standard.

15.911.2 Definition: A "less than full time" position is a less than 12-month assignment, a less than 40-hour workweek, or a combination of the above.

15.911.3 An employee accepting a less than full-time position shall agree in writing before the commencement of the contract year to the condition of the assignment.

15.911.4 An employee will not be converted to a less than full time position during the contract year without mutual agreement of the District and employee.

15.911.5 An employee who works a minimum of six (6) hours a day will accumulate leave at a rate equal to an eight (8) hours employee.

15.911.6 Employees who occupy a part time position will receive annual notification of their leave calculations. Such notification shall take place prior to the beginning of the employee's contract year.

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15.911.7

At the end of each contract year, a less than full time employee has the option to revert to a full time assignment. An employee may request to return to full time employment at any time during the contract year, and the request may be granted with mutual agreement between the District and employee.