

**ARTICLE 5
WORKING CONDITIONS**

A. Work Schedule

- A. The standard of working hours for full-time employees shall be eight and one-half (8.5) consecutive hours, including a one (1) hour unpaid duty-free meal period. Employees may be required to work different schedules based upon the operational needs of the School District.
- B. Employees not otherwise exempt from federal and Florida minimum wage and overtime payment requirements will be paid at a rate equal to one and one half their normal hourly rate for pre-approved overtime actually worked in excess of forty (40) hours during their work week.
- C. When employees are required to report or remain at work contiguous to their regularly scheduled shift, employees will be compensated at the applicable rate of pay (straight or overtime).

B. Probationary Employees

Employees who are new in the system shall be considered probationary for the first year after certification or date of employment, if certified. During such probationary period, the employee may be terminated without cause. A probationary employee has no right to utilize the contractual grievance/arbitration procedures during the one year probationary period.

C. Layoffs and Reemployment

A layoff is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part. Employees to be laid off shall be notified as soon as possible after the decision for layoff has been made.

Layoffs will be done in reverse order of seniority (from date of employment in the Professional Standards and Special Investigative Unit Department).

Employees laid off shall be eligible for recall for a period of 12 months. Recall shall be in inverse order of layoff. Employees recalled shall resume their place on the salary schedule.

In the event PBA bargaining unit members are to be laid off, the School District shall notify each employee subject to layoff by certified mail, return receipt requested, at least ten working days prior to the effective date of layoff.

In the event that a member of the bargaining unit has been recalled pursuant to the terms of this article, such employee shall be required to meet the physical and medical standards required of all new employees. Failure to meet such standards will terminate such employee's rights to be recalled.

D. Labor-Management Meetings

The Superintendent/Designee and the PBA agent shall meet on a quarterly basis or at other times by mutual consent. The purpose of these meetings shall be to discuss issues of mutual concern that involve the working conditions of employees within the unit, not involving grievances or matters which are proper subjects of collective bargaining between the parties.

E. Bulletin Board Space

The Special Investigative Unit shall provide bulletin board space at the Special Investigative Unit office for the posting of Association notices, which shall be accessible to the employees.

F. Emergency Call Back

Bargaining unit members who are called back to work outside of their regularly scheduled hours of duty shall receive a minimum of three (3) hours straight time rate of pay for hours worked up to forty (40) hours. Bargaining unit members shall receive time and one-half for all hours worked in excess of forty (40) hours in accordance with the Fair Labor Standards Act.

G. Annual Training

All employees shall be required to attend an annual training program identified by the Professional Standards and Special Investigative Unit Department. Training shall consist of a minimum of five (5) workdays over and above what is mandated by Florida Department of Law Enforcement to maintain their state law enforcement certification.