

Article II – Definitions (TA, 11/12/09)

New E. The term Compensatory Time shall mean an equivalent amount of time for work required beyond the forty (40) hour workweek, or except as set forth in this document.

Renumber F-U to G-V.

Article VI, Section C - School Day

4. The normal teacher workweek shall not exceed forty (40) hours inclusive of a daily thirty (30) minute lunch period except in an emergency and/or ~~to allow for work subject to compensatory time.~~
 - a. If the teacher workweek shall be less than five (5) days as a consequence of an official school recess or holiday, the normal workweek shall be reduced pro-rata from paragraph 4 above.
 - b. ~~Additionally, Workweek adjustments~~ Adjustments to the workweek shall be allowed only when the length of the work assignment(s) does not cumulatively exceed thirty (30) minutes in a normal workweek.
 - c. Assignments beyond the thirty (30) minutes in such workweek are subject to the compensatory time provisions of this Agreement. ~~The rules governing compensatory time shall apply as stated in Article VI, Section C, Paragraph 5.~~
5. In the event a teacher is assigned to work beyond the normal forty (40) hour workweek, then compensatory time shall be accrued granted to by the teacher. **The rules for accrual of compensatory time shall be as follows:**
 - a. In the event a teacher meets with a parent of his/her students and such meeting causes the teacher to extend his/her forty (40) hour workweek, time spent at the parent conference shall be subject to compensatory time provided that the principal and teacher have prior mutual agreement that such parent conference time will qualify for compensatory time. Parent conferences as used herein are those parent conferences in addition to those found on the school calendar as adopted by the Board. The requirement of "prior mutual agreement" may be met by the principal establishing a building policy, ~~on such requirement.~~

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- e. b. In the event a principal assigns a teacher to perform duties which require him/her ~~a teacher~~ to return to school for evening functions (e.g. open houses, individual parent conferences, other such functions), time spent at such assignments shall be accruable to compensatory time. This does not preclude a teacher from applying for compensatory time accrual for other duties beyond the forty (40) hour workweek.
- c. Requests to accrue compensatory time shall be submitted within seven (7) workdays of the event and the principal shall act on the request within three (3) workdays of submission by returning the signed form. In the event the principal does not act on any request for accrual of compensatory time within the specified time frames the request shall be considered approved.
- d. On the two board-adopted calendar parent conference nights, teachers shall be released as soon as the student day has ended and student supervisory duties have been completed.
- ~~d. —Moved to utilization (5) (g. Up to sixteen (16) hours of compensatory time accrued by a teacher shall be made available to a that teacher for utilization during the normal student day up to sixteen (16) hours. Nothing contained herein shall preclude a principal from approving compensatory time during the student day beyond the minimum guaranteed amount of sixteen (16) hours.)~~
- ~~e. g. The Board and the Union agree that the thirty (30) minute lunch time shall be a paid lunch and The paid lunch time, as well as the additional one hundred fifty (150) minutes outside the student day but within the workweek, the additional one hundred fifty (150) minutes to the workweek shall accommodate the needs of the school, provided any day a teacher does not have an uninterrupted planning time he/she shall receive compensatory time equal to the length of the interruption as referenced in Article VI, Section C.2) b.~~
- ~~f. In the event a teacher chooses to use compensatory time in lieu of sick/personal leave as provided herein, such teacher shall be given a verification of such time being so charged to his/her compensatory time balance. —Delete paragraph~~
- e. In the event a teacher transfers during the school year from one school to another, any unused compensatory time shall transfer with the teacher subject to the following condition: Written verification of accrued compensatory time earned shall be provided from the sending principal to the receiving principal at the time of the transfer.
- f. ~~Except as otherwise provided herein,~~ Compensatory time shall only be accrued during the school year in which it is earned.

6. The rules governing the utilization of compensatory time shall be as follows:

- a. ~~The amount of compensatory time shall be equivalent to the amount of time a teacher was required to work as provided herein.~~
- b. ~~Prior to being allowed to take compensatory time, the following conditions shall be met:~~
 - a. ~~Except as otherwise provided herein, compensatory time shall only be utilized during the school year in which it is earned. Teachers shall be given the opportunity to utilize their compensatory time, as provided herein, and compensatory time shall not be carried forward from one school year to another except as provided.~~
 - b. ~~The Teachers shall properly submit a written request to the principal for such utilization. usage. If a teacher is assigned duties by an administrator for which compensatory time is earned, the administrator shall furnish to the teacher(s) a receipt for the time. This does not preclude a teacher(s) from applying for compensatory time accrual. Such The written request must be received by the principal no earlier than forty (40) calendar days prior to and no later than two (2) school days prior to the date compensatory time, if approved, is to be utilized.~~
 - c. ~~The principal shall act on requests for the utilization of compensatory time within one (1) school day, if submitted two (2) school days prior to the utilization. submitted two (2) school days prior to the utilization within one (1) school day of the request. Other requests will shall be acted upon within two (2) school days of the request. In the event the principal does not act on any request for the utilization of compensatory time within the specified time frames, the request shall be considered approved. Provided that In circumstances where the requesting teacher is not assigned to the same worksite as his/her principal, such responses shall be extended by to three (3) school days. When a teacher applies for compensatory time two (2) or more school days prior to the day compensatory time is requested to be utilized, the applicant teacher cannot be required to supply his/her own substitute as a condition of approval for such compensatory time request.~~
 - d. ~~Time limits as prescribed herein may be waived by the principal without precedent and at his/her discretion.~~
 - e. ~~Failure of a teacher to utilize approved compensatory time may result, at the principal's discretion, in the reduction of such time from the teacher's accrued compensatory time balance.~~
 - 6) ~~In the event a teacher qualifies for compensatory time as provided herein and the teacher makes proper application which is subsequently denied, up to twelve (12) hours of such denied compensatory time shall be carried forward to the next school year. Such twelve (12) hours may be used at the teacher's option as either sick leave for the same purposes as other sick~~

~~leave may be used or as personal leave charged to sick leave as provided in Article XIV.~~

~~f. Up to fifteen (15) hours of unused compensatory time shall be carried forward to the next school year.~~

~~e. Except as otherwise provided herein, compensatory time shall only be accrued and utilized during the school year in which it is earned. Teachers shall be given the opportunity to utilize their compensatory time as provided herein and shall not be carried forward from one school year to another except as provided above.~~

~~g. Up to sixteen (16) hours of accrued compensatory time accrued by a teacher shall be made available to a that teacher for utilization during the normal student day up to sixteen (16) hours. Nothing contained herein shall preclude a principal from approving utilization of compensatory time during the student day beyond the minimum guaranteed amount of sixteen (16) hours.~~

~~h. Nothing contained herein shall be construed as precluding a principal from allowing the utilization of compensatory time on a non-student attendance day as reflected on the school calendar as adopted by the Board.~~

~~i. In the event a principal denies the use utilization of accumulated compensatory time on an inservice day or on a post planning day as scheduled on the school calendar as adopted by the Board, such denial shall give the affected teacher(s) the right to use, at his/her option, compensatory time in lieu of and for the same purpose(s) as sick leave. The amount of any such compensatory time ~~used~~ utilized as sick leave shall be no more than an amount equal to the time designated by the Board for the affected inservice day or post-planning day. Provided that any sick leave taken on an inservice day or post-planning day shall be deducted from the accrued sick leave balance of the teacher.~~

~~j. In the event a teacher chooses to ~~use~~ utilize compensatory time in lieu of sick/personal leave as provided herein, such teacher shall be given a verification of such time being so charged to his/her compensatory time balance.~~

~~g. During the 2008-2009 school year, the Board and BFT will form a sub-committee of the bargaining team of equal representation that will prepare language to be considered by the bargaining team for the accrual and utilization of compensatory time.~~