

**SAINT PAUL FEDERATION OF EDUCATORS
PROPOSAL #16
OCTOBER 12, 2023**

**EA Contract
Multilingual EA Work Day**

ARTICLE 7. EMPLOYEES' BASIC WORKDAY AND YEAR

7.1 Workday. The normal full-time workday shall be seven and one-half (7 1/2) consecutive hours per day, including lunch time not to exceed thirty (30) minutes in length.

7.1.1 If any educational assistant is assigned to work longer than the seven and one-half (7 1/2) hours described in 7.1 above, that employee will be paid on the straight-time hourly rates (Appendix A) up to a total of forty (40) hours worked in any given week. Hours worked in any week in excess of forty (40) hours will be compensated consistent with Fair Labor Standards Act (FLSA) regulations.

7.1.2 Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days who are not on an approved leave of absence and who have not notified their supervisor will be given notice, via registered mail, that without contact to their supervisor or human resources they will be considered resigned five (5) workdays from the date the letter is postmarked. The date of the 5th workday will be specified in the letter and the letter will be sent to the address the employee has on file.

7.2 Overtime and Compensatory Time.

7.2.1 Overtime is to be paid at the rate of one and one-half (1 1/2) times the employee's normal hourly rate for all hours worked in excess of forty (40) hours per week.

7.2.2 The overtime compensation due the employee shall be paid at the rate herein cited, or by granting compensatory time on a time and one-half (1 1/2) basis if mutually agreed to by the principal/program administrator and the employee.

7.3 Call Back. Full-time educational assistants who are called into work at a time outside of their normal workday will be paid a minimum of two (2) hours at their regular rate of pay, if the assignment is not immediately preceding or following the paid workday. If the assignment is immediately preceding or following the

employee's paid workday and does not result in a period of unpaid duty free time, then the employee will be paid at the straight time rate for actual hours worked up to the overtime requirement of 7.1.1 above.

7.4 Sign language interpreters who have accepted an after-school assignment will be paid two (2) hours if the assignment is canceled with less than twenty-four (24) hours notice.

7.5 All Interpreters assigned to work additional hours will be paid their regular rates as stated in 7.1 Workday and 7.2 Overtime and Compensatory Time.

7.6 Multilingual EAs providing language support, who request from their supervisor to work additional hours in order to assist families, students, and educators will not be denied hours, up to a total of 40 hours per week. Administrators may request the completion of call logs to document these calls outside of the duty day. Overtime may be approved by the building administrator.