ARTICLE IV

CALENDAR

IV.1 <u>CALENDAR COMMITTEE</u>

Escambia ESP shall be represented on the District Calendar Committee by three (3) Escambia ESP members named by the Union.

IV.2 **HOLIDAYS**

- A. The following days, and other days determined by the District School Board, are designated as paid holidays for permanent full time employees and permanent part time employees. Actual dates shall be noted in the District calendar as appropriate for each year:
 - One (1) day at Fourth of July
 - One (1) day at Labor Day
 - One (1) day at Veterans Day
 - Two (2) days at Thanksgiving
 - Four (4) days at Winter Holidays
 - One (1) day at Martin Luther King, Jr. Birthday
 - One (1) day at Spring Break
 - One (1) day at Memorial Day
 - *The dates of the four (4) holidays at Winter Break shall be mutually agreed to by the parties prior to School Board approval of the school calendar each year. If mutual agreement cannot be reached, employees shall receive two (2) days at Christmas and two (2) days at New Years' in accordance with IV.2D.
- B. If a holiday occurs when an employee is on sick leave or annual leave, that day shall not be charged to the employee's accrued leave.
- C. If an employee is required to work on a paid holiday, he/she shall be paid at the regular rate plus the regular holiday pay for that day.
- D. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. This provision will not apply to the four (4) holidays at Winter Break if the parties mutually agree to alternative placement of the days.

- E. The Superintendent of Schools or School Board may designate one (1) additional day as a paid holiday.
- F. The Board shall not create any new holidays without pay during the life of this contract, except by mutual agreement of the Board and the Union.

IV.3 MISCELLANEOUS

A. If the President, Governor, and/or Superintendent of Schools and the School Board declare a day of mourning or national, state or local emergency, that day shall be observed by employees and shall be a day off with pay at the employee's regular rate of pay. **Refer to Article XII.I.G regarding compensation stipulations.**

Employees who are required to perform work on such declared days_shall be compensated with payment at two (2) times their normal rate of pay for each hour worked up to eight (8) hours per day and two and one half (2 ½)times their normal rate of pay for each hour worked over eight (8) hours per day.

- B. In the event a District worksite is closed for a local emergency, employees at the site shall suffer no loss in pay or benefits, nor be required to use leave for the period of the closure. Employees who are required to return to work during the closure shall be compensated additionally at their regular hourly rate for the time worked during the closure. The employees have a responsibility to contact the site, the Director of Information Services or to monitor TV/Radio newscasts to determine when they should return to the site.
- C. The parties agree that ARTICLE IV is an annual re-opener.