

RATIFICATION COPY

**SCHOOL DISTRICT OF
CLAY COUNTY**

2007- 2010

MASTER CONTRACT

With

**CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
LOCAL 7409**

**RATIFICATION INFORMATION
2007-2008 CESPMA MASTER CONTRACT**

<u>Master Contract Amendment Location</u>	<u>Language Changes</u>
Article I – Recognition	No Changes
Article II – Negotiation Procedures	No Changes
Article III – Association and Employee Rights	Payroll changes for dues/deductions
Article IV – Management’s Rights and Responsibilities	No Changes
Article V – Grievance Procedure	No Changes
Article VI – Employment Practices	Requires that Employee must attach qualifications to support transfer forms
Article VII – Reduction and Recall	Language changes in Placement of Unassigned Personnel
Article VIII – Working Conditions	No Changes
Article IX – Leaves	No Changes
Article X – Evaluation & Disciplinary Procedures	No Changes
Article XI – Insurance	Board contribution language changes and Contribution Chart attached
Article XII – Physical Exams	No Changes
Article XIII – Holidays	Dates Updated to match calendar for 2007-2008
Article XIV – Tool Allowance/Uniforms	No Changes
Article XV – Inservice	Language added to include a support employee sub-committee of PDAC
Article XVI – Contract Committees	No Changes
Article XVII – Sick Leave Bank	Amendments to Sick Leave Bank Requirements
Article XVIII – Compensation	No Changes

**RATIFICATION INFORMATION
2007-2008 CESPMA MASTER CONTRACT**

<u>Master Contract Amendment Location</u>	<u>Language Changes</u>
Article XIX – Term of Agreement	Will be signed after ratification
Appendix A – Payroll Dues Deduction Form	New form attached
Appendix B – Official Grievance Form	No Changes
Appendix C – 1 Recall Procedures	Language updated to match Memorandum Of Understanding dated February/2007.
Appendix C-2 Surplus/Layoff Classifications	Changes in identification of job classifications regarding ESE Assistants
Appendix D – Application to Transfer Form	No Changes
Appendix E – Salaries	
Table I Rules for Implementation	New language regarding acquisition of additional experience and increase in salary schedule steps to include step 23.
Table IIA Pay Structure	New Schedule Attached
Table IIB Special Compensation	New Schedule Attached
Table IIC Special Compensation	New Schedule Attached
Table III Transportation	No Changes
Table IV Miscellaneous Salaries	Deleted AHERA certification, Updated due dates for Perfect Attendance Bonus
Table IVA Incentive Pay Stipulations For areas of Electrical/ Plumbing & HVAC	No Changes
Table IVB- Rules for Maintenance On Call List	No Changes
Table V - Classifications/Band/Grade	Updated Positions Listing
Signature Sheet	

TALed 8/22/07
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**ARTICLE III
ASSOCIATION AND EMPLOYEE RIGHTS**

- A. The Board hereby agrees that every employee shall have the right to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities. Further, the Board will not discourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, and will not discriminate against any employee with respect to wages, hours, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement.
- B. The Board agrees that Association representatives will not be discriminated against, reprimanded or harassed for investigating in a reasonable manner complaints made by employees.
- C. When the Association desires to use a School Board facility, it will request permission in writing to the supervisor of that facility for his/her approval. If any special equipment is needed, it must also be included in this request. The Association shall reimburse the Board for those use costs that exceed routine custodial and operating expenses of such school buildings and equipment.
- D. With the approval of the supervisor, the Association and its representatives shall have the right to use School Board equipment at the facility at reasonable times, when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies used to produce Association materials.
- E. Dues Deductions
 1. Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Association authorization to deduct membership dues in the Association. Such signed authorization shall be processed by the Association and delivered by the Association with an accompanying list to the payroll office by no later than ten (10) work days prior to the affected pay date. Such list and authorizations shall stipulate the name, social security number, date, and amount to be deducted each pay date for the balance of pay periods in the school year. Pursuant to such submission, the Board shall deduct such monies from individual member pay-checks in equal payments beginning the first pay date after proper submission.
 2. Such authorization and dues deductions shall continue in effect unless written request by the employee to revoke such authorization is delivered to the Association and the School Board between the time period of April 1st to April 30th in the affected year. The Association will submit the list and signed authorization to the Payroll Office by not later than fifteen (15) days prior to the end of the school year
 3. The Association shall notify the School Board of any changes in the amount of dues to be deducted with a list and authorizations as stipulated in paragraph (1) certified by the President by no later than September 30.
 4. The deductions shall be remitted not less frequently than monthly to the Association. Any list or authorization not submitted in the manner specified in this provision shall be returned to the Association for recalculation, new authorizations, and resubmission.
 5. The Association shall indemnify and save and hold harmless the Board against any and all claims, demands, suits, and any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of reliance on any lists, notice or assignment furnished by the Association as it applies to this section.

6. The Board and the Union agree that the Union will be provided with one (1) payroll slot in addition to the dues deduction slot. This slot will be used for Union-designated programs to include but not be limited to, purchasing additional insurance, annuity, or other related benefits; voluntary Political Action Committee (PAC) donation; or other Union-sponsored voluntary deduction programs for bargaining unit members. The Union agrees to reimburse the Board for any actual startup or programming cost incurred which are normally charged to other groups who benefit from payroll deduction services. A single payment will be remitted after each pay period to a depository designated by the Union for **up to three (3)** additional payroll deduction slots.
- F. Fees for Dues Deduction
- The parties agree that the Association shall reimburse the Board for the cost of bookkeeping, retention, and transmittal of funds for the Association dues deducted by the Board. In lieu of such reimbursement for dues deductions, the Board shall retain the first \$85 deducted by the School Board for said dues provided no changes in dues occur after August 15 of the affected school year. If any change in the dues deduction rate is requested by the Association, the Board shall retain an additional \$.40 per affected employee. The Association shall indemnify and save and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board on the account of deducting dues.
- G. Mail and Bulletin Boards
1. The Association shall have the right to use employee mail receptacles for the purpose of disseminating information to its members in accordance with the restrictions below.
 2. The Board agrees to provide space on accessible bulletin boards in all schools/departments for the purpose of posting material in accordance with the restrictions below.
 3. Material distributed through the mail receptacles and/or posted on bulletin boards as indicated above shall be restricted to:
 - a. Notices of union recreational and social activities.
 - b. Notices of union elections, PERC petitions, union appointments, union meetings, and other official union business.
 - c. Rules or policies affecting the employees.
 - d. Collective bargaining activities.
 4. No material shall be posted on bulletin boards or distributed through the mail receptacles which reflects adversely on the School Board or its employees, attacks any other employee organization or is of a political nature. A copy of any material posted or distributed through the mail receptacles shall be provided to the principal/supervisor of the location and to the Assistant Superintendent for Personnel and Labor Relations.
 5. A violation of any part of this section shall cause the privilege of the use of the bulletin board or mail receptacles to be suspended for 3 months.
- H. With advance approval from the principal/supervisor, duly authorized representatives of the Association may be permitted to transact official association business with employees before and after the employees' working hours, and during the employees' lunch. Such visitation shall not interfere with or disrupt normal work or school/department operations. Distribution of literature shall be prohibited during working hours in areas where the actual work of public employees is performed.

- I. The Board agrees to give the Association reasonable access to all public records within its jurisdiction as provided by the Public Records Act. The Association shall provide to the Superintendent's office a copy of each communication delivered to employees.
- J. The Association representative may be given an opportunity after employee meetings called by the supervisor to make announcements of time and place of future meetings. However, arrangements must be made in advance of each meeting with the supervisor.
- K.
 1. When it is necessary for the Association President and/or his/her designee(s) to engage in Association activities directly relating to duties of the Association which cannot be performed other than during school hours, or are the result of an emergency situation, the said representative(s) may apply for Personal Leave without pay as is necessary to perform any such activities. Such leave must be applied for in advance, approved by the principal/supervisor, and approved by the Human Resources Division at least one (1) working day prior to the leave date. Approved leave of this type taken by the Association shall not exceed a total of twelve (12) days per school year, shall be deducted in accordance with School Board policies, and, unless an exception is approved by the Superintendent, shall be limited to four (4) representatives during any school calendar day. In addition to the above leave, the Association will be granted up to six (6) additional days of Personal Leave (without pay) for the purpose of sending delegates to the Florida Education Association's Delegate Assembly, with no more than two (2) from any one worksite. The Superintendent may grant TDE with pay to Association Representatives to participate with the administration in activities which are deemed to be in the best interest of the school system. As used in this subsection, one day of leave shall mean to be the equivalent in hours.
 2. Extended Association Leave without pay may be granted to the President of the Association for a period of not less than one school year. Such leave shall be requested at least sixty (60) days in advance of the affected school year and shall be approved by the supervisor and Superintendent in the same manner as other Extended Personal Leave.
 3. At the beginning of the next school year, such employee may return from such leave in the same manner as other employees returning from Extended Personal Leave.
- L. Upon appropriate authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for payroll deduction programs currently in effect. Additional programs may be approved according to the following guidelines:
 1. Insurance companies desiring payroll deduction must present at least twenty-five (25) completed applications.
 2. The insurance company must be rated A minus or better in A.M. Best Guide to Life Insurance Companies.
 3. Payroll deductions should be allowed employees who transfer into the Clay County School System who have tax sheltered annuities on a payroll deduction plan.
 4. Companies who have fewer than eleven (11) participants will be notified that they must increase participation to the twenty-five (25) participant level. Should any such company fail to bring their participation back to the twenty-five (25) participant level, the company shall be dropped from payroll deduction effective the beginning of the next school year. Employees signed

up for payroll deduction with such companies shall be notified in writing by the payroll department prior to losing the payroll deduction with that company.

ARTICLE VI
EMPLOYMENT PRACTICES

E. Transfers

1. An employee covered by this agreement may submit application for transfer or reassignment to a posted position on such form as set forth in Appendix D. Such transfer forms shall have a notice attached informing the employee that his/her qualifications ~~may~~ **must** be attached, ~~if he/she wishes to do so.~~
2. All requests for transfer shall be given due consideration. Qualified employee transfer applicants, whose qualifications and job related skills and other characteristics are equal to those of outside applicants who are under consideration, shall be provided priority for placement in job openings. In the event more than one (1) employee applies for transfer to a posted position, the decision to select one (1) of the employees for the position shall be based upon qualifications and length of service. Qualified employees who have requested transfer or reassignment shall be notified in writing of action taken.
3. The foregoing shall not be construed in such a way as to prohibit the Superintendent, with the consent of the Board, from transferring employees when the Superintendent determines it is in the best interest of the school system.
4. Transfers During Trial Period: New employees may not transfer to a different position while serving within the three-month trial period.

**ARTICLE VII
REDUCTION AND RECALL**

- A. 1. The Board shall provide notice to the Association in the event a reduction in force becomes necessary to reduce the number of total county-wide regular employees or total regular employees in a job category in the county or in a school or department.
2. For the purpose of this article,
'unassigned' personnel as used in this article are those personnel commonly referred to as surplus or laid off.
'uninterrupted service' shall be defined as length of continuous service with the county from the last date of hire.
job classification as used in this article shall be those job classifications as defined by the bands and grades of personnel in Table V of the Salary Schedule or in Appendix C-2.
3. The Board shall determine the job classifications, specific jobs, and number of employees to be affected and shall prepare the lists for implementation of reduction in force.
4. All limited contract employees in the affected job classifications shall be terminated before regular employees are listed as unassigned.
5. When a reduction is necessary at the end of a fiscal year, employees affected shall be identified on the basis of job classification and contract length and uninterrupted length of service in the district. Employees shall be listed in accordance with their current assignment in the following order:
- a. First to be listed: volunteers from the affected job classification in the school or district department.
- b. Second to be listed: least uninterrupted length of service in the district from the affected job classification in the school or district department.
6. When a reduction in the allocation of employees in a specific job within a school or district department is necessary after the beginning of the school year, only employees in the specific job will be affected by the procedures in paragraph A. 5. above.
7. Should multi contract personnel pay be affected by the procedures in A. 5. and 6. above, an equal number of annual contract personnel in the same job classification shall be identified and listed.
- B. Placement of Unassigned Personnel
1. Employees listed for involuntary transfers as indicated in paragraphs A.5., 6. and 7. above shall be placed in vacant positions in any the job classification in which they were previously assigned for which they are qualified by greatest seniority in the district within the following categories:
- a. Qualified multi contract personnel.
- b. Qualified annual contract and bumped annual contract personnel.
2. Procedures for Posting Vacancies For Placement of Unassigned Personnel
- a. Posting Vacancies and Placement of Unassigned Personnel. In Effect Until Six (6) Weeks Prior to Start of School Year for 10-Month Personnel.
All vacancies declared open for the next school year for positions shall be posted and held vacant in the following manner through the time period specified above.
- (1) (a) The initial posting of vacancies shall be for a period of two (2) weeks and such posted vacancies shall be held vacant for any in-county employee, including unassigned employees identified in Section A.5. and 7., who wishes to apply to transfer to vacant positions in any job classification with the same contract length in which he/she is currently qualified. ~~Employees employed for the~~

~~first year of continuous service in Clay County are excluded from this phase of the transfer process.~~ This shall not be construed as to provide any employment rights to the annual contract personnel identified in accordance with paragraph A.5. and 7. of this article should these personnel fail to transfer to vacant positions during this phase.(Appendix C-1, Phase I)

- (b) In the event a new school is scheduled to open in the next school year, vacancies at the new school shall be posted prior to the Phase I posting in section B.2.a.(1)(a) above (Phase 1A) and held open for a period of two (2) weeks before dropping to Phase II.
- (2) After the initial two week posting, all vacancies for which employees who are unassigned and qualified shall be held vacant until these employees are assigned.(Appendix C-1, Phase II) Unassigned employees listed for involuntary transfers as indicated in paragraphs A.5. and 7. shall be placed in vacant positions in jobs for which they are qualified by greatest seniority in the district within the following categories and restrictions:
 - (a) Qualified multi contract personnel in any the same job classification for which they are qualified.
 - (b) Qualified annual contract and bumped annual contract personnel in any the same job classification for which they are qualified.
 - (c) ~~Qualified multi contract personnel in any job classification for which they are qualified.~~
 - (d) ~~Qualified annual contract and bumped annual contract personnel in any job classification for which they are qualified.~~

Employees will have the right to one refusal but will be placed at the bottom of the reassignment list.

- (3) Vacancies for which employees returning from an extended leave are qualified shall be held vacant until these employees are assigned. (Appendix C-1, Phase II) Employees returning from leave shall be placed in vacant positions for which they are qualified by greatest seniority in the district within the following categories:
 - (a) Qualified multi contract personnel.
 - (b) Qualified annual contract personnel.
- (4) Vacancies remaining after the placement of unassigned personnel and personnel returning from leave shall then be posted and held vacant for a period of two (2) weeks for both qualified in-county personnel who have filed with the Human Resources Division a completed transfer request in accordance with district guidelines and qualified candidates from the applicant pool. (~~Appendix C-1, Phase IV~~)

Posting Vacancies and Placement of Unassigned Personnel. In Effect Six (6) to Three (3) Weeks Prior to Start of School Year for 10-Month Personnel.

- (1) During this period, vacancies existing or declared open in the same job classifications as those held previously by remaining unassigned personnel for the new school year shall be available for unassigned personnel as indicated in paragraphs A.5. and 7. Such unassigned employees shall be placed immediately in vacant positions in jobs for which they are qualified by greatest seniority in the district within the following categories and restrictions:
 - a. Qualified multi contract personnel in any the same job classification for which they are qualified.
 - b. Qualified annual contract and bumped annual contract personnel in any the same job classification for which they are qualified.
 - c. ~~Qualified multi contract personnel in any job classification for which they are qualified.~~

~~d. Qualified annual contract and bumped annual contract personnel in any job classification for which they are qualified.~~

Unassigned employees will have the right to one refusal but will be placed at the bottom of the reassignment list.

- (2) All other vacancies existing or declared open between during this time period shall be posted and held open for one week. During the one week posting, both qualified in-county personnel who have filed with the Human Resources Division a completed transfer request in accordance with district guidelines and remaining qualified unassigned employees listed for involuntary transfers as indicated in paragraphs A.5. and 7. within the categories and restrictions indicated above may be placed.
- (3) At the end of the one week posting during this time period, qualified candidates from the applicant pool may be placed in positions remaining open after qualified unassigned personnel are placed.

Posting Vacancies From Three (3) Weeks Prior to Start of School for 10-Month Personnel Through the First Four Weeks of School

Vacancies for the new school year occurring during this time period shall be posted for information reasons only subject to immediate fill, provided all remaining unassigned personnel have been afforded the recall opportunities defined in paragraph B.2a(2) through (3)..

C. Recall of and Special Provisions for Unassigned Personnel

1. In the event a position has not been identified and offered to a person listed in A.5., 6. or 7. above by the end of the sixth week of the next student year, a leave of absence without pay may be applied for and when approved, granted to any and all employees affected who continue to be qualified for the position in which they were previously employed. Such leave of absence shall not break continuity; however, a leave of absence shall not constitute service time for the purpose of this article. Such leave shall not prohibit the employee from seeking and accepting employment elsewhere, and shall not be removed from the recall list for that reason except on written request of the employee or as stipulated in this article. During said leave of absence, the employee's seniority will not be affected and his/her accumulated sick leave days shall not be canceled but shall remain credited to him/her pending his/her return to an assignment in the district, unless such leave has been transferred to another Florida district by request of the employee. Annual leave days earned in the district by an employee shall be paid to the employee, or at the employee's option, such leave may remain credited to him/her pending his/her return to a 12 month assignment in the district.
2. Any employee who would have been qualified for retirement during the reduction-in-force year shall be permitted to work that year in the job for which he/she is qualified so as to reach the minimum age for retirement with vested service or to acquire the minimum experience of 30 years required for retirement. Such retirement must be applied for within five (5) work days of the time he/she/ is notified that he/she is listed as unassigned.
3. Employees who are unassigned after the sixth week of the next school year shall be given preference in filling temporary or part time positions for which they are qualified as they become available. Failure to accept such position shall not affect recall to a regular position. Employees may apply to be placed on the substitute list.
4. If a vacancy occurs in a bargaining unit position after the sixth week of the next school year, including newly created positions, previously unassigned personnel who

hold proper qualifications to perform the duties of the position in question will be recalled in reverse order of the seniority listing. Vacancy posting requirements are waived in the event of a recall.

5. No new employee shall be hired in a new position or in an unassigned employee's job classification until all fully qualified unassigned employees from that job classification have been recalled or have declined or failed to accept recall. No unassigned annual contract employee from the previous year shall be given a priority right over current year employees identified in A.6.
 6. Each unassigned employee shall notify the district Human Resources Division in writing of a telephone number and address to which a letter of recall may be sent.
 7. Should a vacancy identified in subsection 4. above occur, a letter of recall shall be mailed to the properly qualified unassigned employee by certified mail, return receipt requested. Enclosed with the letter of recall shall be a list of positions which are vacant. Within ten (10) calendar days of the date of the mailing of such letter, the employee shall notify the Human Resources Division in writing whether he/she will accept reemployment. Failure to accept recall within the required time limit automatically terminates the employee's right of recall.
 8. Recall rights of unassigned employees shall terminate at the close of the regular contract year of recall, provisions of this section notwithstanding.
- D. The Association and the Board agree that the Superintendent has the authority and the responsibility to make transfers, job restructuring and job assignments when he/she determines that such are required under the Americans with Disabilities Act.

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Board Proposal 7/31/2007

**ARTICLE XI
INSURANCE**

- A. The Board agrees to ~~pay 100% or up to \$4,082.00,~~ **contribute that portion,** whichever is less, of the premiums, **contingent upon plan selected,** for single coverage for the comprehensive hospital-surgical-major medical ~~and group life insurance~~ **which is set forth on the schedule below, and 100% of the group life insurance** policy for each full time employee contracted in at least a six-tenths (.6) allocated position or for (.6) or more of each consecutive normal day for 60 days or more or for the balance of the school year.
- B. Other health related employee programs may be studied by this committee. Such health related employee benefits may include such health related coverage as may be necessary for portions of the employee assistance program, if established, which may require such coverage. Additional health related employee benefits recommended by this committee shall be at no cost to the Board unless otherwise negotiated. Only this committee shall be utilized in making recommendations to the School Board on matters pertaining to insurance as covered in this article.
- C. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.
- D.
 1. An insurance committee shall be formed which will include equal representation from each certified employee association. The Superintendent shall select the chairperson of the Insurance Committee. Decisions of the committee shall be made by consensus. If consensus cannot be reached a majority vote of the membership will make the decision. The chairperson will be empowered to vote only upon a tie vote.
 2. The Insurance Committee shall review and recommend actions with regard but not limited to:
 - Bids
 - Specifications
 - Recommendation on invitation to bid
 - Bid tabulations
 - Monthly Insurance Experience Rating Reports

The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee group insurance or health related programs.
- E. The Board shall take steps to offer to each employee the opportunity to participate voluntarily in a 125K federally approved policy of deducting Federal taxes from paycheck after money for insurance and other deductions have been removed.
- F. An Employee Assistance Program, when funded by the Board, will be provided for all support employees with the following provisions:
 1. To assure employee confidentiality, the Employee Assistance Program will be managed by someone who is not an employee of the Clay County School Board.
 2. Costs of fitness for duty evaluations will be paid by the employer.
 3. Other costs incurred by voluntary participation will be the responsibility of the individual and may be covered by existing insurance policies.

**ARTICLE XI
INSURANCE CONTRIBUTION CHART
2007-2008**

Basic HMO	Employer	Employee
Employee	\$223.68	\$9.32
Employee & Spouse	\$238.61	\$211.60
Employee & Children	\$231.92	\$197.56
Family	\$253.68	\$336.27
Premium HMO		
Employee	\$232.01	\$46.83
Employee & Spouse	\$252.42	\$286.29
Employee & Children	\$241.25	\$272.64
Family	\$267.10	\$438.91
Healthfund HRA		
Employee	\$238.96	\$61.62
Employee & Spouse	\$272.93	\$307.77
Employee & Children	\$265.90	\$288.05
Family	\$290.73	\$470.34

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**ARTICLE XIII
HOLIDAYS**

- A. The annual contract year for 12 month personnel shall consist of 260 days, nine (9) paid holidays. When necessary to reduce the number of workdays to 260, unpaid holidays shall be observed on the Federal observance of Martin Luther King's birthday, and, if necessary, the Wednesday prior to Thanksgiving.
- B. The Board agrees to designate the following as paid holidays:

9-10-11-12 Month

Date

- | | |
|----------------------------------|--|
| 1. Labor Day | September <u>3, 2007</u> 4, 2006 |
| 2. Veteran's Day | November <u>12, 2007</u> 10, 2006 |
| 3. Thanksgiving Day | November <u>22, 2007</u> 23, 2006 |
| 4. Christmas Day | December <u>25, 2007</u> 2006 |
| 5. New Year's Day | January 1, <u>2008</u> 2007 |
| 6. <u>Martin Luther King Day</u> | <u>January 21, 2008</u> |
| 7. Good Friday | <u>March 21, 2008</u> April 6, 2007 |

For 11-12 Month

Date

- | | |
|-----------------|---|
| 8. Memorial Day | May <u>26, 2008</u> 28, 2007 |
|-----------------|---|

For 12 Month

Date

- | | |
|-------------------------------|--|
| 9. Independence Day | July 4, <u>2007</u> 2006 |
| 10. Friday after Thanksgiving | November <u>23, 2007</u> 24, 2006 |

- C. The Association may present, in a timely manner to the Superintendent, its recommendations relative to the beginning and ending dates for employees, and holidays for employees along with supporting reasons. The Superintendent will consider these recommendations and supporting reasons, if provided in the manner indicated. The Board will notify the Association at least twenty (20) working days before the deadline for submission of such recommendations.
- D. The Board has the statutory authority to establish the school calendar and shall consider the final recommendations from the Superintendent.

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ARTICLE XV
INSERVICE

- A. The Superintendent or his designee has the right to require employees to attend Inservice training during working hours on a school-wide, county-wide, or individual basis as long as the Inservice is relevant to the individual's working assignment, meets identified needs of the employee, provides for department-wide or county-wide needs and/or is appropriate for the individual. The content of Inservice training sessions is to be determined by officials acting through and for the Board.
- B. Review and approval of all training activities to be included in the inservice program for all support ~~(classified) employees will take place during the District's annual comprehensive planning/budget development process and will be the responsibility of a~~ **shall be reviewed annually by the Professional Development Advisory Council via the Support Employee sub-committee.** The Association will appoint three ~~(3)~~ **four (4)** members **to serve on the council and sub-committee.** ~~(who may rotate to include appropriate employees who will be representative of the major support personnel (classified) job categories). **The Superintendent will appoint the chairperson (1) of the Support Employee sub-committee.**~~ The ~~council~~ **sub-committee** will be charged with the responsibility of **identifying training needs,** reviewing the content, evaluation method, time required, ~~points to be given and~~ contribution to increased job proficiency of each training activity presented. **The sub-committee will make recommendations to the Council.** Proposals for release time and/or reimbursement for expenses will be considered by the Council and may be initiated by the Administration or, with Administration approval, by the Professional Development **Advisory** Council. Approval of inservice activities and of delivery of inservice training by the school system, the granting of professional leave, and expense reimbursement for employee participation will be subject to budget constraints and priorities and to administrative discretion. Any incentive pay based on training or inservice programs will be subject to collective bargaining.

T.A. ed 8/22/07
T.M. J.C.

**ARTICLE XVII
SICK LEAVE BANK**

A. Committee

A Sick Leave Bank shall be established for participating support personnel. Such Bank shall be administered by a committee composed of three (3) persons selected by the Association which shall adhere to all rules, laws and regulations in effect and with the terms of this contract as ratified or amended.

B. Terms

As used in this article, one day of leave shall mean the equivalent in hours.

C. Membership

Any member having been employed by the Clay County School Board for one (1) year and having at least ~~ten (10)~~ **eight (8)** days accrued sick leave may enroll in the Bank by voluntarily contributing one (1) earned sick leave day to the Bank. **The four (4) advanced days of sick leave added to the employee's balance at the end of the 30 days cannot be used to satisfy the 8 day requirement since they have not been earned.**

1. Members shall contribute one (1) sick leave day at the time of enrollment and additional days to replenish the Bank as set forth under the established guidelines. The enrollment/withdrawal form shall be attached to the appendix of this Contract as an information item.
2. Any sick leave days contributed to the Bank shall be deducted from the accrued sick leave balance of that member. Such days shall not be returned unless the Bank fails to come into existence.
3. Membership in the Bank shall at all times be voluntary. Voluntary withdrawal will be effective immediately upon written notification of the member's intent to withdraw. The member shall not be eligible to withdraw sick leave already contributed to the Bank.
4. Members may use the sick leave bank only during the term of their annual contract period.
5. Members who are retiring shall be permitted to donate the required number of their unused sick leave days to the Bank. **Subject to attorney review.**
6. The annual enrollment period shall only be during the first thirty (30) calendar days of the new school year, commencing with the first student day.
7. During the 2004-2005 school year only, the annual enrollment period shall extend to the end of the day, May 26. Employees who terminate employment prior to the end of this first year enrollment period shall not be permitted to participate in the Sick Leave Bank. In the first year of activation, April 1 shall be the first date of eligibility for all members of the Sick Leave Bank who otherwise qualify under the requirements of this article. The Clay County School Board shall be held harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of the failure to receive the data required to activate the Sick Leave Bank in a timely manner.

D. Procedures and Audit

The Sick Leave Bank committee shall consult with and comply with procedures developed by the Personnel Division and Business Affairs Division regarding the identifying and recording of contributions. Such record keeping and procedures shall be audited by these Divisions to insure compliance with regulations.

E. Bank Rules/Use and Application

1. The Sick Leave Bank shall have a minimum of ~~two hundred fifty (250)~~ **one hundred fifty (150)** days or the equivalent of ~~1780~~ **1068** hours on deposit before being activated. At no time shall the balance of days on deposit fall below zero.
2. In the event the balance of days on deposit is below ~~two~~ **one** hundred (~~200~~ **100**) days or the equivalent of ~~1425~~ **712** hours at the start of the school year, all participating members shall contribute one (1) additional day during the first thirty (30) working days of the new school year in order to replenish the Bank to the level established for reactivation. Exception: Sick Leave Bank members who have drawn from the bank during the current school year and who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave.
3. Only in the event a member of the Bank suffers a catastrophic illness, accident, or injury, which causes the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation or Illness-In-Line-Of-Duty benefits, may the member receive paid leave from the Bank. **An illness shall be considered prolonged (1) where there is no reasonable expectation that the employee will be physically able to return to employment within 3 months of the date of application to draw Sick Leave Bank days or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for 3 or more months after the requirements of 3a and 3b (below) are met.** ~~in the following manner:~~
 - a. All accumulated sick leave of the member must first be expended.
 - b. Before the first benefit for a member can be drawn from the Bank, the member must undergo an unpaid leave of ~~twenty (20)~~ **fifteen (15)** continuous work days. However, the member may choose to use accrued annual leave days as part of the ~~twenty~~ ¹⁵ day period. **If a member wishes to use Shared Sick Leave, he or she must use those days before using the Sick Leave Bank. Shared Sick Leave days can be counted toward the** ~~15 twenty day period described in the previous sentence.~~
 - c. Each time a member wishes to draw benefits from the Bank, an application must be made to the Bank, submitting medical certification and justification for the protracted leave, including the probable date the member will be able to return to work. The committee reserves the right to request a second medical opinion at the cost of the applicant. Modifications to initial Sick Leave Bank agreement to use partial days will require that a letter of request and physician's statement be submitted to the Sick Leave Bank Committee. The Committee will review the addendum and respond in writing to the employee and district office to approve or deny the requested modification.
 - d. The member's application must be approved by the Sick Leave Bank committee before benefits may be paid.
 - e. A maximum of sixty (60) paid work days may be drawn from the Bank by a member during a contractual school year. A member drawing leave from the bank, who is released by the member's physician to return on a partial day schedule prior to use of all the member's allowable sick leave bank days, may draw partial days from the bank until all allowable days are used or released to work full time by the member's physician.
 - f. Any member wishing to use the Bank must have been a member of the

Bank for at least thirty (30) working days before contraction of the illness, unless waived by the committee in the case of an extreme emergency.

- g. Written notification from the Sick Leave Bank committee to the applicant will be made within three working days of the decision for approval or disapproval.

F. Abuse

1. If member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the Bank and be subject to such other disciplinary action as determined by the School Board.
2. The Sick Leave Bank committee may review medical reports filed with the Superintendent's office concerning an applicant's condition requiring Sick Leave Bank days.

G. Withdrawal

A member wishing to withdraw membership from the Bank must make request known in writing to the committee, and shall forfeit their contributed sick leave days to the Bank.

H. Discontinuation

Within two (2) months after the expiration of the Sick Leave Bank, unused sick leave in the bank will be distributed as equally as possible to the current participating members **using 7.5 hours as the basis for the re-distribution.**

I. Hold Harmless

The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for support personnel to use this Sick Leave Bank.



APPENDIX A



Clay Educational Staff Professional Association
Local # 7409

SCHOOL/WORKSITE _____ SSN: XXX-XX-_____

NAME _____

ADDRESS _____

CITY _____ ZIP _____ - _____

CONTACT # _____

E-MAIL _____ @ _____

NATIONAL DUES	\$88.20
STATE DUES	\$101.09
FLORIDA AFL-CIO	\$6.00
NF CLC	\$2.40
SERVICE UNIT (NEFSU)	\$38.50
PAC	\$2.50
LOCAL	\$101.00
\$338.49 ÷ 20 PAYS	\$16.92

16.99

Payroll Deduction I hereby agree to pay, and authorize my employer to deduct, the dues and assessments described above and as are certified by the Association to the School Board for each year thereafter from my salary and direct and authorize my employer to pay such amounts to the Association in accordance with payroll deduction procedures in effect; provided, however, I may cancel my membership and this authorization by providing 30 days written notice during the time frame of April 1 through April 30 to the Association notifying them of such revocation as provided by law.

MEMBER'S SIGNATURE

DATE

BUILDING REP/RECRUITER

DATE MEMBERSHIP RECORDED

Please return completed application to your Building Rep or Stephanie Sallie through county mail at Middleburg Bus Compound.

APPENDIX C - 1
CLAY COUNTY SCHOOL BOARD RECALL PROCEDURES

The following Phases represent the order of consideration for filling vacancies in accordance with the Master Contract with the Clay Educational Support Personnel Association.

PHASE I

In-County Transfers: Positions posted for **seven days** ~~two weeks~~. Applies only to any in county employee including unassigned employees identified on the “Unassigned Listings” who wish to apply to transfer to vacant positions in any job classification with the same contract length in which he/she is currently qualified at their current school or any school or cost center.

~~NOTE: The first two week posting of a vacancy is not open for transfer to persons who are in their first year of continuous service in Clay County.~~

PHASE II

Involuntary Transfers: Applies only to persons listed on the involuntary transfer list (unassigned personnel). Consideration is given in the following priority order:

1. Qualified multi contract personnel in the same job classification **most like the one previously held.**
2. Qualified annual contract and bumped annual contract personnel in the same job classification **most like the one previously held.**
3. Qualified multi contract personnel in any job classification for which they are qualified.
4. Qualified annual contract and bumped annual contract personnel in any job classification for which they are qualified.

NOTE: Unassigned personnel have priority for placement back in the school in which they were identified, in the event a vacancy becomes available in that school in the specific job in which they are qualified.

PHASE III

Return From Leave: Applies only to persons identified on the Request to Return From Leave List in the following priority, as indicated on the list itself:

1. Qualified multi contract personnel in any job classification ~~for which they are qualified~~
2. Qualified annual contract personnel in any job classification ~~for which they are qualified~~

PHASE III IV

Regular In County Transfers and Qualified New Candidates: Positions posted for **seven days** ~~two weeks~~. Applies to any qualified in county transfers and qualified new candidates.

APPENDIX C-2

SURPLUS/LAYOFF CLASSIFICATIONS

Teacher Assistants

The following jobs are defined within the protected classifications as indicated for the purpose of surplus/layoff identification and subsequent placement. Procedures for surplus/layoff described in Article VII (Reduction and Recall) shall be followed:

Protected Job Classifications

1. **Child Care Aide PK**, Classroom Assistant: Pre-K, **Child Care Assistant**
2. ISS **Assistant**, ~~Basic~~, **Classroom Assistant**, **Classroom Assistant**/ESOL, Drop-Out Prevention **Assistant**, **ESE Assistant**
Basic ESE Assistants (SLD, EH, VE, EMH, LI, Pre-K, Inclusion Pre-K, HI
3. **Title I Assistant** Profoundly/Severely Handicapped (Autistic, EHSC, PMH, SED, PI, TMH)/Individual Assistants
4. **Computer Lab Assistant** Title I Assistant
5. ~~Child Care Aide PK~~
6. ~~Computer Lab Assistant~~
7. ~~Child Care Assistant~~

TABLE I

RULES FOR IMPLEMENTATION OF SUPPORT PERSONNEL SALARY SCHEDULE

1.0.0 Salary Schedule Structure

1.1.0 The salary schedule will include ~~twenty two (22)~~ **twenty three (23)** steps for each Band/Grade. There shall be a constant percentage between each step within the Band/Grade.

1.2.0 The range spread between step 1 and step ~~22~~ **23** shall be greater for the higher Bands/Grades

1.3.0 After initial implementation of the schedule, new employees shall be placed at the step (1-5) associated with approved years of verified, directly-related experience in their same job category. Step 1 through Step 5 shall correspond to 0 to 4 years of experience. Step 5 shall be the maximum step for initial placement of new employees. This limitation shall not apply to support personnel who elect to transfer from their support position to an administrative or **Table I** managerial position, and then back to a support position. Step placement for such personnel shall be in accordance with section 3.6.0 of this Table. The Waste/Water Operator, Wastewater Operator and/or Lead Waste/Water Operator who will be able to bring all approved years of verified, directly-related experience to the job entry level. Positions which require subsequent acquisition of State School Bus Mechanic Certification will be able to bring up to ten (10) years of verified, directly related experience to the job entry level upon successful completion of the certification. The positions of Programmer/Analyst, Lead HVAC Technician, HVAC Technician, Lead Electrical Technician, Electrical Technician, Lead Electronics Technician, Electronics Technician, Lead Plumber, Plumber, and Boiler Tender, **Lead Painter, Painter, Lead Carpenter, Carpenter, Lead Roofer, Roofer, and Locksmith** will be able to bring up to ten (10) years of verified, directly-related experience to the job entry level upon successful demonstration of the directly-related experience.

1.4.0 Former Clay County teachers who take a support position immediately upon leaving their teaching position in Clay County shall be credited with all their teaching experience, up to the maximum experience on the current salary schedule.

2.0.0 Advancement on Salary Schedule

2.1.0 Step increases shall be subject to collective bargaining and there shall be no presumption of advancement beyond the current step after 2003-2004.

2.2.0 A step increase between steps 1 through 5 shall be determined by years of experience. A year of experience shall be earned if the employee has earned one day over one-half of the contract year for the allocated position of .4 or greater.

2.3.0 Effective with the 1998-99 school year, any employee who receives an overall rating of **Below Expectation** in the final performance evaluation conference of the school year will receive the same salary in the next school year as he/she received during the Below Expectation year of service. Such employee will be ineligible for negotiated advancement on the applicable salary schedule (i.e. receipt of a step), regardless of stipulations in Section 2.2. above. In addition, the employee who receives such a rating will be ineligible for receipt of any negotiated increase in the actual value of a step on the applicable salary schedule. This salary freeze shall not apply to incentive pay added to the normal contracted salary. This salary freeze will apply for, at least, the school year following the employee's receipt of the Below Expectation evaluation.

If, during the frozen salary year, the employee earns at least an "At Expectation" rating on the year's evaluation, he/she will be placed back on the salary schedule for the following year, and, if eligible and bargained, granted a step.

If the employee referenced in 1. above receives at least "At Expectation" ratings in the final performance evaluation conferences of the two school years following the receipt of a "Below Expectation" rating, the employee will be eligible, the third year, for the salary step and/or step amount that would have applied had the employee never earned the "Below Expectation" rating.

- 2.4.0 All experience granted prior to January 1, 1993, under existing rules and regulations shall remain credited to the employee.
- 2.5.0 Employees assigned to step the highest step shall receive the adjustment made to the salary schedule through collective bargaining.
- 3.0.0 Reclassification Due To Transfer/Surplus/Discipline/Promotions
- 3.1.0 Employees transferring to another job classification shall be placed on the schedule for the new band/grade based on placement in accordance with the provisions of this section.
- 3.2.0 Employees who voluntarily transfer to a job with a higher band/grade will be immediately reclassified and the pay rate adjusted in accordance with the new step placement. Step placement will be based on verified approved experience in the new job, up to step 10, or on the current step placement, whichever is higher.
- 3.3.0 Employees who voluntarily transfer to a job with a lower or same band/grade will be immediately reclassified and the pay rate adjusted. Step placement will be based on the current step placement, or the step appropriate for experience credited in the new position, up to step five (5).
- 3.4.0 Employees who are involuntarily transferred to a job with a lower band/grade will be reclassified and the pay rate adjusted in the school year following the school year in which the new assignment begins. The placement will be at the step that would have been the normal step placement in the previous job held.
- 3.5.0 Employees who are transferred as the result of disciplinary action will be immediately reclassified to the new band/grade at the same step and the pay rate adjusted.
- 3.6.0 Support employees who elect to transfer to a managerial or administrative position in Clay County, and who later transfer back to a support position, will be placed on the band/grade applicable for the support position at the step they held prior to leaving the support position. Support employees affected by such transfers in the 2001-2002 contract year shall be made whole, with regard to step placement, effective the 2002-2003 contract year.
- 4.0.0 Initial Classification and Reclassification Procedures
- 4.1.0 An established classification or an initial classification for a new position may be reviewed for reclassification or initial classification in accordance with the procedures in this section.
- 4.1.1 When a new position is proposed for approval, the new job description shall be submitted to a review committee comprised of the Assistant Superintendent for Human Resources, Director of Support Personnel and a CESPAs Representative (when position under review is a CESPAs position and when the position of the CESPAs representative is not under review or is not assigned to a department or school which is under review). This committee will review the documentation and relevant analysis data supporting the new proposed position. The Assistant Superintendent for Human Resources will notify the responsible supervisor and CESPAs of his/her decision.
- 4.1.2 After initial classification of a position, the responsible immediate supervisor or employee may request a position reevaluation. Such reevaluation may be requested if relevant documentation is provided which supports that there has been a change in responsibilities.
- 4.1.3 The Assistant Superintendent for Human Resources, Director of Support Personnel and a CESPAs Representative (when position under review is a CESPAs position and when the position of the CESPAs representative is not under review or is not assigned to a department or school which is under review) will review the documentation and relevant analysis data supporting the review request. The Assistant Superintendent for Human Resources will notify the responsible supervisor of his/her decision.
- 4.1.4 The documentation to be considered in reevaluating a position should include evidence of a major permanent change in a job responsibility, data from a sample of the job class, position description questionnaire and employee/supervisor interviews. If the changed job responsibilities match an existing job description, the employee will be moved to the new classification and his/her salary will be adjusted in accordance with approved procedures. If the job responsibilities do not match an existing job description, the job may be reanalyzed and reclassified or the supervisor may be instructed to reassign the new responsibilities to a more appropriate job classification.

TABLE 11A
8/22/07
JR

TABLE 11A
 THE SCHOOL DISTRICT OF CLAY COUNTY
 2007-2008
 SUPPORT PERSONNEL PAY STRUCTURE
 STEPS 1-11

BIG	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
A11	\$8.58	\$8.84	\$9.09	\$9.35	\$9.63	\$9.90	\$10.19	\$10.48	\$10.78	\$11.10	\$11.43
A12	9.30	9.57	9.84	10.13	10.43	10.74	11.03	11.37	11.70	12.03	12.38
A13	10.08	10.38	10.68	10.99	11.32	11.64	11.97	12.32	12.68	13.05	13.43
B21	10.68	11.02	11.37	11.73	12.10	12.49	12.87	13.29	13.71	14.13	14.58
B22	11.36	11.71	12.09	12.48	12.86	13.27	13.69	14.12	14.57	15.03	15.52
B23	12.06	12.42	12.82	13.23	13.68	14.09	14.53	15.01	15.47	15.97	16.46
B24	12.80	13.22	13.64	14.07	14.52	14.99	15.46	15.96	16.44	16.98	17.51
B31	13.87	14.34	14.83	15.35	15.86	16.40	16.98	17.55	18.14	18.77	19.45
B32	15.65	16.20	16.75	17.33	17.92	18.53	19.17	19.83	20.51	21.22	21.96
C41	17.13	17.77	18.41	19.09	19.80	20.52	21.28	22.07	22.87	23.72	24.59
C42	18.59	19.26	19.96	20.72	21.47	22.26	23.10	23.95	24.83	25.73	26.69
C43	20.16	20.91	21.68	22.48	23.30	24.16	25.04	25.99	27.03	27.93	28.96

*1/14/08
8/22/09
T.M.*

TABLE IIA
THE SCHOOL DISTRICT OF CLAY COUNTY
2007-2008
SUPPORT PERSONNEL PAY STRUCTURE
STEPS 12-23

B/G	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23
A11	\$11.77	\$12.13	\$12.50	\$12.87	\$13.27	\$13.66	\$14.07	\$14.47	\$14.89	\$15.79	\$16.27	16.85
A12	12.75	13.13	13.51	13.91	14.32	14.75	15.19	15.62	16.07	17.03	17.55	18.18
A13	13.83	14.25	14.66	15.10	15.55	16.01	16.49	16.96	17.45	18.50	19.06	19.75
B21	15.04	15.52	16.00	16.51	17.03	17.56	18.12	18.63	19.20	20.38	21.05	21.84
B22	16.01	16.56	17.08	17.63	18.21	18.81	19.42	19.97	20.60	21.89	22.62	23.47
B23	17.00	17.53	18.09	18.67	19.27	19.88	20.51	21.10	21.75	23.09	23.86	24.75
B24	18.07	18.65	19.24	19.85	20.48	21.13	21.81	22.43	23.13	24.56	25.37	26.32
B31	20.13	20.84	21.58	22.34	23.12	23.94	24.78	25.49	26.36	28.08	29.09	30.25
B32	22.71	23.51	24.31	25.15	26.02	26.91	27.84	28.63	29.58	31.49	32.61	33.89
C41	25.52	26.46	27.43	28.44	29.49	30.57	31.70	32.60	33.77	36.02	37.39	38.92
C42	27.69	28.72	29.78	30.89	32.03	33.22	34.45	35.43	36.70	39.16	40.65	42.33
C43	30.03	31.14	32.27	33.45	34.69	35.96	37.28	38.34	39.71	42.37	43.97	45.77

2007 - 2008
TABLE IIB
SPECIAL COMPENSATION
OT/PT

TALed
8/22/07
TM

Certified or licensed Occupational and Physical Therapist Assistants shall be assigned an hourly rate from the following schedule:

<u>STEP</u>	<u>YEARS</u> <u>EXPERIENCE</u>	<u>HOURLY RATE</u>
A	0	17.52
B	1-2	19.85
C	3-4	22.16
D	5-6	24.45
E	7-8	26.76
F	9-10	29.07
G	11-12	31.36
H	13-14	33.67
I	15-16	35.98
J	17-18	38.27

TA'ed
8/2/07
TM
ja

TABLE IIC
SPECIAL COMPENSATION
LPN AND RN

STEP	EXP	HOURLY RATES	
		LPN	RN
1		12.43	14.55
2	1	12.81	14.99
3	2	13.18	15.44
4	3	13.58	15.90
5	4	14.01	16.39
6	5	14.44	16.90
7	6	14.88	17.43
8	7	15.35	17.97
9	8	15.82	18.53
10	9	16.31	19.10
11	10	16.84	19.71
12	11	17.37	20.34
13	12	17.93	20.99
14	13	18.50	21.76
15	14	19.10	22.45
16	15	19.72	23.19
17	16	20.32	23.96
18	17	20.92	24.76
19	18	21.52	25.46
20	19	22.17	26.27
21	20	23.52	27.92
22	21	24.32	28.89
23	22	25.22	29.99

Rules for implementarion of this salary schedule, for 2007-2008 are identical to those in Table I, "Rules for Implementation of Support Salary Schedule.

**SALARY SCHEDULE
TABLE IV
Miscellaneous Salaries**

Incentive/Differential Pay

When more than one incentive/differential has been earned in the appropriate area, the higher incentive/differential shall be awarded.

1. Associate Degree or higher for Support employees when the degree held is higher than the minimum degree required by the Board-approved job description, and when the degree is from a college, university or other institution accredited by an accrediting agency as defined below:
 - a. For Nurses (LPN/RN) a degree from a college or university accredited by one of the regional accrediting agencies or a degree accepted by the Florida Board of Nursing for certification as a Nurse in the State of Florida.
 - b. For employees assigned as “Technological Specialists” within Table V (Classification/Band/Grade), a degree from a college or university accredited by one of the regional accrediting agencies or a job-related degree from an institution accredited by the Accrediting Council for Independent Colleges and Schools, or ACICS.
 - c. For all other employees, a degree from a college or university accredited by one of the regional accrediting agencies.

[Note: Employees are responsible for presenting official transcripts substantiating earned degrees from the college, university or institution granting the degree.]

Add \$1.00/hour.

2. Child Development Associate credential for teacher assistants:

Add \$.70/hour

3. A.S.E. Certification in the appropriate area for bus mechanics, parts managers and assistant managers payable beginning with the first month of certification and continuing during the period of such certification:

Add \$.15/hour for each test, only during the validity period for such test.

- ~~4. AHERA certification for minor asbestos abatement for response team members beginning with the month of appointment to the team:~~

~~Add \$.17/hour during period of appointment to team.~~

- ~~4.5. Professional Driver pay to drivers with more than three (3) years experience and who qualify under the rules of the Transportation Department for such pay:~~

~~Add \$.10/hour during specified period.~~

- ~~5.6. Master Custodian certification:~~

~~Add \$.15/hour~~

- ~~6.7. Current, valid Clay County-issued Journeyman’s certification in the areas of Electrical, Plumbing or HVAC. (See Table IVA for jobs eligible to receive this incentive)~~

~~Add \$.50/hour~~

7. ~~8.~~ Current, valid Clay County-issued Master's certification in the areas of Electrical, Plumbing or HVAC. (See Table IVA for jobs eligible to receive this incentive)
Add \$1.00/hour
8. ~~9.~~ Current, valid Florida Contractor's license in the areas of Electrical, Plumbing or HVAC. (See Table IVA for jobs eligible to receive this incentive)
Add \$1.00/hour
9. ~~10.~~ Current, valid certification from the American School Food Service Association for school food service employees:
One time annual payment of \$100, contingent upon Human Resources Division's receipt of proof of current, valid certification no later than December 1 of each year.
10. ~~11.~~ An employee who is officially assigned, in writing, by the Supervisor, to fulfill the duties of an absent employee who works in a higher band/grade shall, after seven (7) consecutive days, be paid at his own step but at the higher band/grade for all of the time during which he was assigned to the higher band/grade. Such assignment shall be at the sole discretion of the Supervisor.
- 11.~~12.~~ During the 2006-2007 school year, participation as a member of the response team selected to be "called out" for the provision of unforeseen overtime in the Maintenance Department when required and authorized. Pay to begin with appointment to the team and to end when the employee's name is removed from the team list:
Additional \$.20/hour during period of appointment to team
- 12.~~13.~~ Employees holding 9, 10, 11-month contracts for the entire ~~2006-2007~~ **2007-2008** contract year shall be eligible to receive a share of \$36,000 for perfect attendance. Perfect attendance shall be defined as: no absences and no incidents of tardiness during the duration of the employee contract. Allowable exceptions will be limited to absences of not more than nine days duration related to approved Worker's Compensation and/or In-Line-Of-Duty (ILOD) claims, and incidents of court or military leave not in excess of nine days. An employee's use of flexible scheduling, initiated by the employee as permitted in Article VIII, paragraph C.6. (Working Conditions), shall disqualify the employee from receipt of this attendance incentive bonus. In order to be eligible for payment of attendance incentive bonus as defined in a or b below, the employee must be employed for the entire period specified.
- Payment of the total of \$36,000 in bonus money shall be as follows:
- a) An equal share of \$18,000 shall be payable to employees whose attendance is perfect through **December 12, 2007**, ~~November 30, 2006~~, subject to a \$500 maximum bonus per employee;
 - b) The balance of the \$36,000 sum shall be payable to employees whose attendance is perfect from **December 13, 2007**, ~~December 1, 2006~~, through the balance of the employee's contract year, subject to a \$500 maximum bonus per employee, made payable at the conclusion of the District's fiscal year.
- 13.~~14.~~ A+ Certification for applicants or current employees in the Computer Services Technician job position for whom the cost of the test was not paid by the District:
Add \$.10/hour

TALed
8/22/07
TM ja.

**TABLE V
 CLASSIFICATIONS/BAND/GRADE**

CLASSIFICATION
BAND/GRADE

CLERICAL/AIDES/TEACHER ASSISTANTS:

Accounting Support Assistant.....	B23
Accounting Assistant	B23
Accounts Payable Assistant	B24
Administrative Secretary, Sr.....	B23
Administrative Secretary	B24
Administrative Support Assistant	B23
Bookkeeper	B22
Career Specialist	B23
Child Care Assistant	B32
Child Care Aide (Prekindergarten)	A13
Classroom Assistant.....	A11
Clerical Assistant	A12
Clerical Support Assistant.....	A11
Computer Lab Assistant.....	A12
Data Entry Operator	A13
District Media/Technology Secretary	A13
Dropout Prevention Assistant	B21
ESE Secretary	A13
ESE Interpreter IV	B21
ESE Interpreter II.....	B32
ESE Interpreter III.....	B22
ESE Interpreter I	B31
ESE Assistant.....	B21
Executive Secretary/Deputy Superintendent	A13
Health Assistant	B24
Inclusion Prekindergarten Assistant	B21
Instructional Assistant.....	A13
Instructional Support Assistant.....	B23
Insurance Assistant	B22
ISS Assistant	B23
Media Technical Assistant	A13
Nursery Instructor	B21
Paraprofessional/ESE Reading	B32
Paraprofessional / Speech and Language.....	B32
Parent Educator.....	B32
Payroll Assistant	A13
Payroll Clerical Assistant.....	B23
Payroll Support Assistant.....	A12
Payroll Aide	B22
Pre Kindergarten Instructor.....	B22
	B32

Professional Development Assistant	B32
School Secretary	B21
Service Desk Operator	B24
Student Records Secretary	B21
Student Services Clerk	A13
Student Services Assistant.....	A13
Switchboard Operator.....	A12
Testing & Administrative Support Assistant	B23
Title I Assistant.....	A12
Transportation Technology Specialist	B32

CUSTODIAL

Lead Custodian	B21
Head Custodian I	B31
Head Custodian II.....	B22
Head Custodian	B22
Custodian	A12
Custodian/Groundskeeper	A12

TRANSPORTATION

Shop Manager.....	C41
Lead Mechanic.....	B32
Mechanic	B23
Mechanic Assistant.....	B22
Parts Manager	B31
Assistant Parts Manager	B23
Routing Specialist.....	B23
Routing Dispatcher	B21
Bus Driver.....	B21
Fuel Attendant	A11
ESE Assistant/Bus Monitor	A13

MAINTENANCE

Lead HVAC Technician	B32
HVAC Technician	B23
HVAC Technician Assistant	B22
Lead Electrical Technician	B32
Electrical Technician	B23
Electrical Technician Assistant	B22
Lead Electronics Technician.....	B32
Electronics Technician	B23
Electronics Technician Assistant.....	B22
General Maintenance Worker.....	A13
Lead Waste/Water Operator	B32
Wastewater Operator	B23
Waste/Water Operator	B24

Lead Plumber	B32
Plumber	B23
Plumber Assistant	B22
<u>Irrigation Mechanic/Plumber.....</u>	B23
Boiler Tender	B23
Lead Painter	B32
Painter	B22
Lead Carpenter.....	B32
Carpenter.....	B23
Carpenter Assistant	B22
Lead Heavy Equipment Operator	B32
Heavy Equipment Operator	B22
Lead Roofer	B32
Roofer	B23
Maintenance Mechanic.....	B22
District Wide School Maintenance Mechanic	B23
Warehouse Assistant.....	B22
Lead Pest Control Operator	B32
Pest Control Operator	B22
Locksmith	B23

MISCELLANEOUS

Warehouse Manager	B32
Warehouse Foreman	B31
Warehouser, Sr.....	B21
Warehouser	A13
Courier	A12
Small Engine Mechanic	B22
Press Operator, Sr.	B23
Press Operator	B22
Bindery Worker	A12
Print Center/Textbook Courier	A12
District Office Maintenance Mechanic.....	B21

CAFETERIA

Assistant Cafeteria Manager	B21
Cafeteria Assistant	A12
Cafeteria Van Driver.....	A13
School Food Services Support Assistant	B22

TECHNOLOGICAL SPECIALISTS

Computer Operator	B21
Transportation / Boundary Planning Assistant	B22
Computer Services Technician	B24
Technical Specialist	B32
<u>Technology Support Assistant</u>	B22

Data Base Specialist.....	C42
Computer Services Assistant	B32
Programmer/Analyst	C43
FIRN Technical Education Coordinator	C42
Network Specialist	C43
Network Security Specialist	C43
Telecommunications Specialist	B32
Telecommunications Technician	B24

