

**2011-2012
RATIFICATION INFORMATION**

PLEASE POST IMMEDIATELY

**SCHOOL DISTRICT OF
CLAY COUNTY**

2010-2014

MASTER CONTRACT

with

**CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
LOCAL 7409**

RATIFICATION INFORMATION
2011-2012 Amendment to
CESPA Master Contract 2010-2014

TA TA
 JSP 12/7/11
 12:00
 noon

<u>Article</u>	<u>Language Changes</u>	<u>Page 1</u>
<u>Preamble</u>	No language change. Ratification date to be inserted.	
<u>Article XI – Insurance</u>	No changes - Original language.	
<u>Article XIII – Holidays</u>	No holiday changes. Specific calendar dates omitted. Language added to clarify when paid holidays fall on a non-working day the holiday shall be observed in accordance with federal guidelines.	
<u>Article XVIII – Compensation</u>	Rate of reimbursement for staff meetings and inservice increased from \$8.40 to \$9.00 per hour effective upon date of ratification. Language added for all nine-month employees to be paid on the nine-month pay schedule.	
<u>Article XIX – Term of Agreement</u>	Date of ratification for 2011-2012 to be inserted and opens for 2012-2013.	
<u>APPENDIX E – SALARIES</u>		
<u>Table IIA – Support Pay Structure</u>	See 2010-2011 Table – Status quo. That is, no step increase or reduction in pay for 2011-2012.	
<u>Table IIB – Special Compensation OT/PT</u>	See 2010-2011 Table – Status quo. That is, no step increase or reduction in pay for 2011-2012.	
<u>Table IIC – Special Compensation LPN/RN</u>	See 2010-2011 Table – Status quo. That is, no step increase or reduction in pay for 2011-2012.	
<u>Table III – Transportation</u>	Rate of reimbursement for field trips, staff meetings and inservice increased from \$8.40 to \$9.00 per hour effective upon date of ratification.	
<u>Table IV – Miscellaneous Salaries</u>	Attendance Incentive. See contract language and corresponding examples.	
<u>Signature Sheet</u>	Bargaining team members' signatures on <u>12/7/11</u> , indicating final, tentative agreement and recommendation for ratification by CESPA and the School Board.	

Please review language posted at your work site.

Denise Adam, Deputy Superintendent
 Toni McCabe, Assistant Superintendent for Human Resources
 Lonnie Roberts, CESPA Chief Negotiator

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Jed 11:25 A.M.
12/17/11
TM

Board Proposal 11/30/11

PREAMBLE

This Agreement is entered into this _____ day of _____, by and between the School District of Clay County, Florida, hereinafter called the "Board," and the Clay Educational Staff Professional Association, Local 7409, hereinafter called the "Association."

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**ARTICLE XI
INSURANCE**

- A. The Board agrees to pay \$258.49 per pay period, during each pay period when premiums are deducted from employees' pay, toward the premiums for coverage for comprehensive hospital-surgical-major medical insurance, and 100% of the group life insurance policy, up to a maximum of \$32.20 per year, 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. Any increase in the School Board's contribution to the insurance premium shall be effective only upon ratification of the contract. If a contract, with new premium contribution amounts, is not ratified by September 15th of each year, the previous year's School Board contribution rate will be considered the status quo.
- B. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.
- C.
 - 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
 - 3. 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.
 - 4. 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.
- D. 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.
- E. 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.

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**ARTICLE XIII
HOLIDAYS**

- A. The annual contract year for all support personnel shall consist of no more than the number of contracted days indicated in Tables IIB, IIC, and V.
- B. The Board agrees to provide six (6) paid holidays to employees who are contracted to work nine (9) and ten (10) month contracts which range from 183, 185, 186, 188 and 196 days respectively. The Board agrees to provide seven (7) paid holidays to employees who are contracted to work eleven (11) month contracts (216 days). The Board agrees to provide nine (9) paid holidays to employees who are contracted to work twelve (12) month contracts (260 days).

The Board agrees to designate the following paid holidays for employees, with the understanding that no employee shall exceed the number of contracted days. When a paid holiday falls on a non-working day, the holiday shall be observed in accordance with federal guidelines and the district approved student/employee work calendar. The established holidays for 2010-2011 and 2011-2012 are as follows:

9-10-11 and 12 Month Employees

1. Labor Day	September 6, 2010	September 5, 2011
2. Veteran's Day	November 11, 2010	November 11, 2011
3. Thanksgiving Day	November 25, 2010	November 24, 2011
4. Christmas Day	December 24, 2010 (Observed)	December 26, 2011 (Observed)
5. New Year's Day	December 31, 2010 (Observed)	January 2, 2012 (Observed)
6. Martin Luther King Day	January 17, 2011	January 16, 2012

11 and 12 Month Employees Only

7. Good Friday	April 22, 2011	April 6, 2012
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12 Month Employees Only

89. Memorial Day	May 30, 2011	May 28, 2012
98. Independence Day	July 5, 2010 (Observed)	July 4, 2011

- C. CESPAs shall have representation on the Calendar Committee to recommend paid holiday dates. Such calendars shall continually be established one year in advance.
- D. The Board has the statutory authority to establish the school calendar and shall consider the final recommendations from the Superintendent.

T/A 11/1/11
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Board Proposal 11/01/2011

**ARTICLE XVIII
COMPENSATION**

- A. Compensation shall be provided to all employees covered by this Agreement as set forth in Appendix E of this Agreement.
- B. For the purpose of providing benefits in this Agreement, full time shall mean a person contracted for a six-tenths (.6) or greater allocated position or for (.6) or more of each consecutive normal work day during the contract period unless otherwise indicated.
- C. Terminal Sick Leave: At the employee's option and upon written request by the employee at the time of separation, the Board shall provide terminal pay of up to one hundred twenty (120) days to any support employee upon the employee's non-disciplinary separation from school district employment or enrollment in DROP, or to the employee's beneficiary if service is terminated by death.
 - 1. Employees hired after November 19, 2002, shall be eligible for terminal pay as defined under this policy upon completion of three (3) consecutive years of service in Clay County. For employees hired prior to November 19, 2002, Clay County service requirements shown in paragraph C.2 (a) through C.2 (e) need not be consecutive.
 - 2. For the purposes of determining eligibility for terminal pay, a year of service shall be defined as: paid service rendered in a .6 or greater allocation for a minimum of one day more than half the normal working contract in the fiscal year, provided that eligibility during the first three Clay years shall be based on the anniversary of the initial date of hire.
Terminal pay shall be based on the years of service in Clay County. The employee must have been:
 - a. Employed for at least three (3) years in Clay County, in which case the terminal pay shall be at the rate of thirty-five percent (35%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - b. Employed for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of forty percent (40%) times the number of days accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - c. Employed for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of forty-five percent (45%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - d. Employed for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of fifty percent (50%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days;
 - e. Employed during and after the thirteenth (13th) year in Clay County in which case the terminal pay shall be at the rate of one hundred percent (100%) times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.
 - 3. As used in this section, one day of leave shall mean the equivalent in hours.
 - 4. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit one hundred percent (100%) of his/her terminal sick and annual leave payments into the Board-approved Qualified Retirement Plan, up to the limits established by the Internal Revenue Service.

5. All employees participating in the Plan since its implementation in Clay County, who are under fifty-five (55) years of age at the time of termination of employment and choose, at the time of termination, to take a cash distribution in the amount of one hundred percent (100%) of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and are assessed a withdrawal penalty, shall be reimbursed a percentage of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the current withdrawal penalty and the current Social Security and Medicare combined tax contribution rate. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the amount of reimbursement from the Board shall change accordingly.
6. Effective March 17, 2000, an employee who is already enrolled in DROP, or, who elects thereafter to participate in DROP, shall deposit his/her accumulated terminal sick leave pay, for which he/she is eligible, into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits and according to the following:

<u>Payment</u>	<u>Maximum Percentage of Accumulated Terminal Sick Leave Days</u>
Year 1	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 2	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 3	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 4	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 5	100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days

- (a) The initial payment shall be made on the last payday in April following the employee's DROP effective date, or, the last payday in April, 2000, for those already enrolled in DROP as of March 17, 2000. Subsequent payments shall be made on the last payday in April of each year following the employee's DROP effective date anniversary.
- (b) The rate of pay used to calculate the amount to be placed in the 401(a) Plan shall be the employee's daily rate of pay on each payment date.
- (c) If an employee elects to participate in DROP for fewer than the sixty-month maximum, or, has fewer than the sixty-month maximum remaining in DROP as of March 17, 2000, the percentage of terminal sick leave to be deposited each year will change so that, at the end of his/her DROP participation, a total of one hundred percent (100%) of the maximum allowed contribution of terminal sick leave pay will have been made to the 401(a) Plan.
- (d) DROP participants may access these terminal sick leave funds prior to termination of employment only through loan procedures outlined in the Plan.

D. Employees who, by virtue of enrollment in DROP, have deposited terminal leave payment(s) into the Board-approved 401(a) Qualified Retirement Plan, shall continue to deposit such payments as stipulated in paragraph C.6. of this policy, notwithstanding the limitations of paragraph C. This clarification is intended to facilitate the continuation of terminal leave payments to which the Board had committed prior to the November 19, 2002 approval of amendments to this policy.

E. Staff Meetings

1. Meetings with staff may be conducted by supervisors on a monthly basis or as determined by the Superintendent. Such meetings will be conducted during the workday, whenever possible.
2. Bus drivers and bus monitors may be required to attend meetings called by the Director of Transportation or as deemed necessary by the Superintendent.
3. Staff meetings conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of \$9.00 ~~\$8.40~~ per hour. Mandatory inservice conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of \$9.00 ~~\$8.40~~ per hour.

F. Overtime payments (time and one-half) for meetings and inservice as outlined in this Article and in the Salary Schedule Table regarding Transportation Bus Drivers and Bus Monitors shall apply only when the work week extends beyond forty (40) hours and applies only to the portion extending beyond forty (40) hours.

G. Inservice:

When approved by the Superintendent or his designee, support personnel will be paid a stipend of \$9.00 ~~\$8.40~~, per hour for completed workshops after the normal work day.

H. Summer School:

Nine (9) and ten (10) month employees of the School Board who are employed during the summer shall be paid at either a rate equivalent to their normal rate of pay in effect at the close of the school year, or the rate of pay for the position employed in during the summer, or a rate of pay selected from the rates determined for Temporary Adult Labor.

I. Placement of support personnel in summer school positions when allocated shall be made in the best interest of the student in accordance with the IEP, current job title, consideration of the mix of the exceptionalities in the summer school setting, employee's familiarity with the specific group of students, ESE experience and training, and all else being equal, seniority. The primary consideration shall be the goal of providing optimal staffing for students within the summer school center.

J. Contract Day:

The number of contract days in a year shall be listed in Table V and may vary based on the needs of the district.

K. Experience - Clay County School Board and External Experience:

For the purpose of awarding experience on the salary schedule, a year of service shall be paid and contracted actual service of more than one-half of the normal number of contracted days for the .4 or greater allocated position employed in the year service was rendered. 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. Service external to the Clay County School Board must be verified and approved by the Division of Human Resources. Verified experience gained in other U.S. public school systems may be approved on the same basis as experience gained in the Clay County School System. All other experience must be verified by the agency or company on the school board-approved form, on letterhead stationery, or other documentation approved by the Division of Human Resources and must be full time paid actual service of more than one-half of the fiscal year indicated by the former employer. In instances where the employer is unable to verify its fiscal year, the school fiscal year shall be used. No experience may be counted more than one time for the purpose of accumulating experience.

L. Experience on the salary schedule shall be permitted in accordance with the Rules For Implementation of Support Personnel Salary Schedule, 1.3.0 and section 2.0.0 for work done in a closely related field.

M. The Superintendent is authorized to offer an alternate salary schedule when he/she deems it necessary for the purpose of recruiting for Certified Occupational Therapy Assistants and Physical Therapy Assistants. Personnel contracted under such schedule shall be exempted from the provisions of Table I, Rules for Implementation of the Support Personnel Salary Schedule, except those provisions of section 2.3.0. (See Table IID for salary schedule)

- N. Compensation for an employee when he/she is required to work on a paid holiday, or on a "NON-PAID, NON-WORKING DAY", shall be at one and one-half times the employee's regular hourly rate of pay.
- O. All nine-month employees will be paid on the nine-month pay schedule.

2010-2014 Master Contract

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12/7/11

Board Proposal 11/30/11

**ARTICLE XIX
TERM OF AGREEMENT**

This Agreement is signed and ratified on _____, 2011. This Agreement shall be effective from the date of ratification and shall continue in effect through April 1, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

For the 2012-2013 school year, reopeners will be limited to Article XI (Insurance), Article XIII (Holidays), Article XVIII (Compensation), and Appendix E (Salaries) Tables I, IIA, IIB, IIC, III, IV, IVA, IVB and V. In addition, the School Board and the Union may reopen up to two additional Articles each by giving the other party written notification of its intent to reopen the Articles by no later than May 1, 2012.

CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
LOCAL 7409

SCHOOL DISTRICT OF CLAY COUNTY

President

School Board Chairman

Status Quo. No step increase or reduction in pay for 2011-2012.

Board Proposal 11/01/11

TABLE IIA

The School District of Clay County

2010-2011 2011-2012 SUPPORT PERSONNEL PAY STRUCTURE

B/G	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
A11	8.58	8.84	9.09	9.35	9.63	9.90	10.19	10.48	10.78	11.10	11.43	11.77
A12	9.30	9.57	9.84	10.13	10.43	10.74	11.03	11.37	11.70	12.03	12.38	12.75
A13	10.08	10.38	10.68	10.99	11.32	11.64	11.97	12.32	12.68	13.05	13.43	13.83
B21	10.68	11.02	11.37	11.73	12.10	12.49	12.87	13.29	13.71	14.13	14.58	15.04
B22	11.36	11.71	12.09	12.48	12.86	13.27	13.69	14.12	14.57	15.03	15.52	16.01
B23	12.06	12.42	12.82	13.23	13.68	14.09	14.53	15.01	15.47	15.97	16.46	17.00
B24	12.80	13.22	13.64	14.07	14.52	14.99	15.46	15.96	16.44	16.98	17.51	18.07
B31	13.87	14.34	14.83	15.35	15.86	16.40	16.98	17.55	18.14	18.77	19.45	20.13
B32	15.65	16.20	16.75	17.33	17.92	18.53	19.17	19.83	20.51	21.22	21.96	22.71
C41	17.13	17.77	18.41	19.09	19.80	20.52	21.28	22.07	22.87	23.72	24.59	25.52
C42	18.59	19.26	19.96	20.72	21.47	22.26	23.10	23.95	24.83	25.73	26.69	27.69
C43	20.16	20.91	21.68	22.48	23.30	24.16	25.04	25.99	27.03	27.93	28.96	30.03

2010-2014 Master Contract

12/2/11
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Status Quo. No step increase or reduction in pay for 2011-2012.

Board Proposal 11/01/11

TABLE IIA
The School District of Clay County
2010-2011 2011-2012 SUPPORT PERSONNEL PAY STRUCTURE

B/G	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	STEP 25
A11	12.13	12.50	12.87	13.27	13.66	14.07	14.47	14.89	15.79	16.27	16.85	17.47	18.14
A12	13.13	13.51	13.91	14.32	14.75	15.19	15.62	16.07	17.03	17.55	18.18	18.85	19.57
A13	14.25	14.66	15.10	15.55	16.01	16.49	16.96	17.45	18.50	19.06	19.75	20.47	21.26
B21	15.52	16.00	16.51	17.03	17.56	18.12	18.63	19.20	20.38	21.05	21.84	22.67	23.58
B22	16.56	17.08	17.63	18.21	18.81	19.42	19.97	20.60	21.89	22.62	23.47	24.38	25.38
B23	17.53	18.09	18.67	19.27	19.88	20.51	21.10	21.75	23.09	23.86	24.75	25.70	26.73
B24	18.65	19.24	19.85	20.48	21.13	21.81	22.43	23.13	24.56	25.37	26.32	27.32	28.42
B31	20.84	21.58	22.34	23.12	23.94	24.78	25.49	26.36	28.08	29.09	30.25	31.48	32.84
B32	23.51	24.31	25.15	26.02	26.91	27.84	28.63	29.58	31.49	32.61	33.89	35.25	36.75
C41	26.46	27.43	28.44	29.49	30.57	31.70	32.60	33.77	36.02	37.39	38.92	40.56	42.37
C42	28.72	29.78	30.89	32.03	33.22	34.45	35.43	36.70	39.16	40.65	42.33	44.12	46.10
C43	31.14	32.27	33.45	34.69	35.96	37.28	38.34	39.71	42.37	43.97	45.77	47.70	49.83

2010-2014 Master Contract

OT/PT 11:25
OT/PT 12/7/10

Status Quo. No step increase or reduction in pay for 2011-2012.

Board Proposal
11/01/11

~~2010-2011~~ 2011-2012

TABLE IIB
SPECIAL COMPENSATION – OT/PT

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

<u>STEP</u>	<u>YEARS 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
K	19-20	41.11

CONTRACTED DAYS = 196

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Status Quo. No step increase or reduction in pay for 2011-2012.

Board Proposal 11/01/11

2010-2011 2011-2012

TABLE IIC
SPECIAL COMPENSATION – LPN AND RN

<u>STEP</u>	<u>EXP</u>	<u>HOURLY RATES</u>	
		<u>LPN</u>	<u>RN</u>
1	0	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
24	23	26.18	31.17
25	24	27.23	32.46

Rules for implementation of this salary schedule, for 2009-2010 are identical to those in Table I,
 "Rules for Implementation of Support Salary Schedule. CONTRACT DAYS = 188, 196, 260.

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Board Proposal 11-01-2011

**TABLE III
Transportation**

1. Contract drivers shall be compensated for a minimum of six (6) hours of work per day during the regular school year and for a minimum of five (5) hours of work while working under a summer work contract. The Director of Transportation will consider attendance, experience, and seniority when staffing summer school based on student needs. The assigned hours shall include thirty (30) minutes of non-driving time which shall be used for the purpose of maintenance, safety checks and paperwork. Drivers will be compensated for other non-driving work after a time review by the Department of Transportation in accordance with applicable rules of the Fair Labor Standards Act.
2. Bus drivers assigned routes affecting schools in other counties having school calendars which differ from the Clay County calendar shall be eligible for the same contract and benefits and for the same length of work year and work day as bus drivers assigned routes affecting only schools operating under the traditional calendar in Clay County. When such drivers must drive routes during the intersession periods in such other counties, pay will be determined in accordance with current practice for summer school pay.
3. Contract bus monitors (ESE Aides assigned to buses) shall be compensated for a minimum of four (4) hours of work per day, including days under summer work contracts, and for assigned field trips beyond the working day, \$9.00 \$8.40 per hour.
4. Experience credit shall not be earned by part-time bus drivers who are employed only for morning, afternoon or extra trip routes employment.
5. Field Trips: Compensation to contract drivers shall be under the following conditions:
 - a. A "field trip" is defined as any additional driving assignment that is not part of the driver's regular morning (pick up) and afternoon (drop off) routes, which are considered part of the driver's "normal day." This includes, but is not limited to, sporting events, extracurricular activities, shuttles, FCAT shuttles, trips generally considered to be "field trips," or the like.
 - b. One voluntary master list consisting of short, long (per diem) and overnight trips of contract bus drivers by geographic area and by seniority, and an all inclusive master list by seniority of contract bus drivers shall be maintained by the Director of Transportation for the purpose of field trip selection. If all contract drivers on the voluntary geographic list refuse a field trip assignment, the Director of Transportation shall utilize the all inclusive list for field trip assignment. The voluntary geographic list will be a rotating list. Persons selected from the all inclusive list shall be permitted one refusal. After the initial all inclusive list has been exhausted, the Director of Transportation may assign a field trip to a contract driver on a mandatory basis. Each contract driver assigned a trip, either voluntary or mandatory, shall be placed on the bottom of the all inclusive list once an assignment is completed. The Director of Transportation may maintain separate lists for FCAT shuttles. FCAT shuttles will be assigned in accordance with the procedures above for field trip assignments. Once assigned, the driver shall drive the full multi-week schedule of the shuttle. A field trip committee shall meet annually with the Director of Transportation, upon request, to make recommendations on additional procedures that relate to field trip assignments. The committee may meet more than once if needed.
 - c. On non-working days, field trips shall be compensated at \$9.00 \$8.40 per hour.
 - d. On each working day of the assigned field trip, if a driver's normal assignment is a minimum working day of six (6) hours, he/she shall be paid at the rate of \$9.00 \$8.40 per hour for assigned field trips for each hour beyond the minimum assigned six (6) hours.
 - e. On each working day of the assigned field trip, if the driver's normal assignment is a regular working day greater than six (6) hours, he/she shall be paid at his/her regular rate up to 7.5 hours and \$9.00 \$8.40 per hour for assigned field trips for each hour beyond 7.5 hours.

- f. Overnight trips shall be defined as any trip requiring the driver to sleep over prior to return.
 - g. Overnight trips shall be compensated at field trip rates with no compensation for "sleeping" time. Per diem shall be paid as applicable.
 - h. If field trips are cancelled after the driver arrives at school, the driver shall be compensated as stated above for two (2) hours at the field trip rates.
6. The hourly rate of pay for staff meetings, inservice and for parent conferences shall be \$9.00 \$8.40 per hour, or the current minimum wage, whichever is greater.
 7. Overtime payments at time and one-half for meetings and inservice as outlined in the Compensation Article and for extra (field) trips as outlined herein shall apply only when the work week extends beyond 37.5 hours and only to the portion extending beyond 37.5 hours.
 8. Placement of drivers and monitors in summer school positions when allocated shall be based on the following criteria: work attendance/absenteeism nine days or less during the regular school year, ESE experience and training, compatibility to the needs of the ESE students on the route, conduct and performance during the school year as measured by the approved district evaluation system and procedures, and all else being equal, seniority. Applicants must be able to work the entire summer contract period. Drivers employed for summer routes shall be given special consideration for attendance purposes when participating in association business.

TA
11:50 A.M.
12/7/11
TA

Board Proposal 11/30/11 12/07/11

**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. 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. Master Custodian certification:
Add \$.15/hour
6. 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. 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. 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. 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. 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. 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. Employees holding 9, 10, 11-month contracts for the entire ~~2010-2011~~ **2011-2012** 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 ~~13, 2010~~ **2011**, 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 ~~14, 2010~~ **2011**, 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. **Attendance Incentive for the 2011-2012 School Year**
On June 15, 2012, an attendance incentive payment in the gross amount of \$500.00, less legal deductions, will be paid to any educational support professional in the bargaining unit who has not used any partial or full sick/personal leave day during the period between December 16, 2011, and June 7, 2012, so long as the employee has, on June 7, 2012, at least ten (10) accrued and unused sick/personal leave days. For each full or partial sick/personal leave day taken between December 16, 2011, and June 7, 2012, the attendance incentive will be reduced by \$50.00. As an additional limitation to this payment, no employee shall be entitled to an attendance incentive payment that is more than the amount obtained by multiplying the number of the employee's accrued but unused sick/personal leave days as of June 7, 2012 times \$50.00. In any event, no employee shall be entitled to an attendance incentive payment in excess of the gross amount of \$500.00, less legal deductions.

Examples of payments under this provision:

EMPLOYEE A takes 0 sick/personal leave days between December 16, 2011, and June 7, 2012. Employee A has 200 accrued and unused sick/personal leave days as of June 7, 2012. Employee A will receive an attendance incentive payment in the gross amount of \$500.00 less legal deductions.

EMPLOYEE B takes 4 sick/personal leave days between December 16, 2011, and June 7, 2012. Employee B has 150 accrued and unused sick/personal leave days as of June 7, 2012. Employee B will receive an attendance incentive payment in the gross amount of \$300.00 less legal deductions.

EMPLOYEE C takes 0 sick/personal leave days between December 16, 2011, and June 7, 2012. Employee C has 4 accrued and unused sick/personal leave days as of June 7, 2012. Employee C will receive an attendance incentive payment in the gross amount of \$200.00 less legal deductions.

- +314. 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

We, the undersigned, agree that the attached document is the final and tentative agreement between the CLAY EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION, LOCAL 7409, negotiating team and the SCHOOL DISTRICT OF CLAY COUNTY negotiating team. We further agree we will recommend the attached document for ratification.

Date Signed: 12/7/11

THE SCHOOL DISTRICT OF CLAY COUNTY NEGOTIATING TEAM

Joni A. McColl
Alexis Ader
Jane Johnson
Stall

THE CLAY EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION, LOCAL 7409, NEGOTIATING TEAM

Rick Brady
Bill Harper
Fannie Webb
Willy D. Hatcher
Telicia Hampshire
Sandra Higgs-recorder