

2012-2013
RATIFICATION INFORMATION
PLEASE POST IMMEDIATELY
SCHOOL DISTRICT OF
CLAY COUNTY

2010-2014
MASTER CONTRACT

with

CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
LOCAL 7409

RATIFICATION INFORMATION
2012-2013 Amendment to
CESPA Master Contract 2010-2014

TA
 JM
 9/4/12
 2:50

<u>Article</u>	<u>Language Changes</u>
<u>Preamble</u>	No language change. Ratification date to be inserted.
<u>Article V</u> – Grievance Procedure	New language added about Level III mediation.
<u>Article IX</u> – Leaves	Expanded donation of sick leave beyond family members. Ensured compliance with all revisions to federal laws including FMLA and ADA.
<u>Article XI</u> – Insurance	No additional costs to employees including new federal mandates resulting in increased costs covered by CCSB.
<u>Article XIII</u> – Holidays	Original language. No holiday changes.
<u>Article XIV</u> – Tool Allowance/Uniforms	Revised language about personal protective equipment and safety shoes and/or hard hats.
<u>Article XVIII</u> – Compensation	Original language.
<u>Article XIX</u> – Term of Agreement	Date of ratification for 2012-2013 to be inserted and opens for 2013-2014.
<u>APPENDIX E – SALARIES</u>	
Table I – Rules for Implementation	Language for support personnel on step 25 during the 2011-2012 school year to remain on step 25 for the 2012-2013 school year. A \$500 supplement will be paid in equal installments during the 2012-2013 year to those support personnel on step 25 in 2011-2012.
Table IIA – Support Pay Structure	Step increase effective in the October 31, 2012, paycheck (non-retroactive).
Table IIB – Special Compensation OT/PT	Step increase effective in the October 31, 2012, paycheck (non-retroactive).
Table IIC – Special Compensation LPN/RN	Step increase effective in the October 31, 2012, paycheck (non-retroactive).
Table III – Transportation	Original Language
Table IV – Miscellaneous Salaries	Attendance incentive expired and removed.
<u>Signature Sheet</u>	Bargaining team members’ signatures on 09/04/2012, 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

Pl TA
2:40
9/4/12
TR

Board Proposal 09/04/12

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."

1140 T. A. 9/9/12
J.A. TM

**ARTICLE V
GRIEVANCE PROCEDURE**

A. Definitions

1. Grievant(s) - The term "Grievant" as used in this Article shall mean employee group of employees, or the Association.
2. Work days - The term "days" as used herein shall mean work days as set forth in the county calendar.
3. Grievances - Any claim by an employee group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any section of this Agreement to which aggrieved employee is a party, may be processed as a grievance as hereinafter provided. If such claim would affect a department(s), then such claim shall be filed as a "class" grievance.
4. Superintendent - The "Superintendent" as used in the Agreement shall mean "Superintendent or designee".

B. Class Grievance

1. If the particular grievance is a "class" grievance affecting employees in one school center or building, a committee made up of employees and administration shall be formed to discuss the problem informally. If this does not result in a satisfactory resolution, the formal grievance procedure shall be initiated at Level I with Grievant(s) in the class signing the grievance.
2. If the particular grievance is a "class" grievance affecting employees in more than one building, the grievance shall be processed directly to Level II but shall be subject to the same time limitations and other requirements as set forth for the institution of all grievances. Such grievance must be presented no later than ten (10) work days following the informal hearing.

C. Written grievances as required herein shall contain the following:

1. Shall be signed by the Grievant;
2. Shall be specific and related to the alleged violation;
3. Shall contain a synopsis of the facts giving rise to the alleged violation;
4. Shall cite the section or subsections alleged to have been violated;
5. Shall contain the date of alleged violation;
6. Shall specify the relief requested;

Any written grievance not in accordance with the above requirements may not be acted upon until submitted in proper form.

D. All documents, communications and records dealing with the processing of a grievance will be considered confidential to the extent permitted by law and will be filed separately from the personnel files of the Grievant.

E. General Provisions

1. Any grievance which arose prior to the effective date of this Agreement shall not be processed through these procedures.
2. The affected supervisor shall be warned when a discussion with an employee is being considered by the employee to be the informal step of this process.
3. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.
4. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.
5. The losing party shall pay all fees and expenses of the arbitration step in this procedure.
6. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the administration shall use its best efforts to process such grievance prior to the end of the contract year, or as soon

thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.

7. Any employee involved in any manner in any grievance procedures shall not be subject to any prejudicial treatment because of such participation.
 8. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.
 9. Arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When grievance meetings and arbitration proceedings are held during working hours, all employees whose presence is required shall be excused, with pay, from their normal duties.
 10. a. Any party who has filed for arbitration proceedings but who subsequently withdraws such request shall pay all fees assessed by the arbitration agency and/or arbitrator. However, if the respondent and charging party mutually agree in writing to a modification in a Level II determination subsequent to the filing of and receipt of such filing by the respondent of an arbitration request and such modification results in an immediate request by the charging party for withdrawal of arbitration, then the fees assessed by the arbitration agency and/or the arbitrator shall be shared.
b. The arbitrator shall not have the power or authority to make any decision contrary to law or beyond his/her jurisdiction. The arbitrator shall limit his/her decision to the terms of this Agreement and shall not add to, subtract from, modify, or alter the terms of this Agreement. Rulings by the arbitrator on employee evaluation shall be limited to procedural violations and he/she shall not substitute his/her judgment for that of the administrator who made the evaluation.
 11. Any attempt to file a grievance through the procedure herein may not be repeated on the same occurrence.
 12. Reasonable accommodation will be made for handicapped school board employees involved in the grievance process.
- F. Whenever an employee, class as herein defined, or the Association feels that there is a grievance, the immediate supervisor having authority to correct the alleged violation shall be conferred with on an informal basis no later than ten (10) working days from the occurrence of the event or events giving rise to the grievance, or no later than the expiration of the aggrieved employee's contract year, whichever comes first, in an effort to arrive at a mutually satisfactory solution to the grievance. When a solution is not mutually determined, the more formal procedure may be initiated in order to resolve the grievance. Grievances shall be conducted in private to the extent permitted by law. At any step properly initiated in the process by the aggrieved, the aggrieved may request and he/she shall have the right to be represented by any one of the following:
1. A representative of the Association.
 2. A legal counsel.
 3. To represent his/her own interest in person.
- G. All grievances shall be through channels. All personnel shall proceed through (1) principal and/or immediate supervisor, (2) Level II designee, then (3) arbitrator.

Level I (immediate supervisor/principal/county-wide supervisor)

The Grievant shall submit in writing to the principal or immediate supervisor a copy of the grievance presented on the form set forth in Appendix B. Such grievance must be presented within a reasonable time, but in no event longer than ten (10) work days following the informal hearing. The principal or immediate supervisor shall have five (5) work days upon receipt of the grievance to meet with the Grievant in an effort to resolve the grievance. The principal or immediate supervisor shall indicate his/her disposition of the grievance in writing, within three (3) work days after said meeting, and shall furnish copies thereof to the Grievant, to the Association and Level II designee.

Level II (Superintendent or designee)

If the grievance is not resolved at Level I, the Grievant may file an appeal to the Superintendent or his designee within ten (10) work days after the employee has received the disposition of Level I. The written appeal shall be attached to the grievance form. The Superintendent or his designee, after receipt of the appeal, shall meet and confer with the Grievant with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the employee, his/her representative and the representative of the Association, if different from the employee's representative, must be present. Absence of the Association representative will not prevent the conference(s) from being held upon consent of the aggrieved person or if the Association has been given forty-eight (48) hours prior notice. Notice of the conference shall be given also to the principal or immediate supervisor who rendered the decision at Level I. The principal or immediate supervisor may be present at the conference(s) to state his/her views. The Superintendent or his designee shall conduct such conference and communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and the Association within fifteen (15) work days after receipt of the appeal. The principal or immediate supervisor who rendered the decision at Level I shall also receive a copy of the decision at the same time. Nothing herein shall prevent the grievant from petitioning the School Board for a hearing at a special session or for the Board to initiate a hearing on the grievance.

Level III (mediation)

Upon mutual written agreement of the parties, the grievance may be submitted to grievance mediation prior to submitting the grievance to arbitration according to the procedures outlined in Article V. When the parties agree to submit the grievance to mediation, the timelines are waived until the mediation process is concluded.

Level IV (arbitration)

If the Grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made by the Superintendent within the period provided at Level II, or if no disposition is reached through Level III mediation, the Grievant may file within ten (10) work days, a written notice with the Superintendent or his designee that arbitration before an impartial arbitrator is being requested. A request by the Association shall be filed with the American Arbitration Association or Federal Mediation and Conciliation Service within five (5) work days after this notice has been filed with the Superintendent. The rules of the AAA or FMCS will govern the arbitration proceedings. The Board and the Association shall not be permitted to assert, in such arbitration proceedings, any ground or any evidence not previously disclosed to the other party unless mutually agreed upon. Both parties agree that the award of the arbitrator shall be final and binding. The Association shall have the option not to file for arbitration for any employee.

ARTICLE IX LEAVES

A. Terms

1. Leave granted by the School Board, the Superintendent or his/her designee shall be taken by the individual for the purpose for which it was requested and granted. An employee who is granted sick, extended sick, child care, maternity FMLA, illness-in-line-of-duty, or personal leave shall not accept full-time employment while on such leaves of absence. This condition may be waived by action of the Board. An employee who has been absent for 10 consecutive days or for 15 days in a 20 work day period for the same or related cause shall request the appropriate extended leave of absence in accordance with the rules set forth in this Article. For any employee eligible for FMLA, such leave must be exhausted before any other extended leave may be granted. Should such employee fail to provide sufficient documentation to be eligible for the appropriate extended leave, the School Board shall place such employee on extended personal leave for the balance of the school year. Employees may be granted up to two (2) consecutive years of extended leave if such request is filed and approved in the manner set forth in Section C of this Article. ~~The Board reserves the right to request the opinion of another physician of its choice for the purpose of verifying the purpose of a leave request.~~
2. Employees who want to return from extended leave which terminates at the close of the school year shall notify the Human Resources Division in writing by March 1 of the school year for which leave was granted. If leave was granted after March 1, this written notification of the desire to return shall be submitted with the leave request. Upon return from leave which terminates at any time during or at the end of the school year, reassignment will be based on seniority to an open position in which he or she is qualified. The School Board shall not be responsible to any employee who fails to submit such request in writing as specified above. The Board shall not be responsible for reinstatement of an employee to any position except as otherwise provided herein.
3. A request for an extension of an approved extended leave or for a second extended leave in the same school year shall be considered by the Board on a case-by-case basis. Where, in its discretion, the Board determines such repeated leave requests by the employee are detrimental to the best interests of the students and/or district, such leave may be granted only for the remainder of the school year. It will be considered a single leave request when child care leave is requested subsequent to and consecutively taken after maternity leave, if notice is given with the maternity leave request that child care leave will be requested. The Board shall not be responsible for reinstatement of an employee to any vacant position except as otherwise provided herein.
4. "Day of leave" shall be defined in the same manner as a regular "day of work" for that job category.
5. Employees who are denied leave of any type shall be given the reason(s) and rationale for such denial when action is taken.
6. "Full-time" as used in this article shall mean a person contracted for a six-tenths (.6) or greater allocated position or for (.6) or more of each consecutive normal day during the contract period.

B. Short Term Leaves

1. As used in this section, one day of short term leave for the purpose of accrual and use shall mean to be the equivalent in hours.
2. Sick Leave
Each employee employed on a full-time basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent, shall be granted leave of absence for sickness. He/She shall be entitled to four days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited to him/her at the end of that month and which shall not be used prior to the time it is earned and credited to him/her. Each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the School Board may withhold the average daily amount for the sick

days utilized but unearned by the employee. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue except that at least one-half of this cumulative leave must be established within the district. Employees are responsible for requesting that accumulated sick leave earned in another Florida public school district be transferred to the district. Transferred sick leave from another Florida public school district will be posted on the record of the employee at the rate of one day for each day earned in the district. Effective 7-01-97, employees may begin requesting that accumulated sick leave earned while employed by another educational entity governed by the Florida Retirement System (FRS) be transferred to the district. Beginning on 7-01-97, the transferred sick leave from another FRS-governed educational entity will be posted on the record of the employee at the rate of one day for each day earned in the district. Before receiving compensation for the time absent on sick leave, employees shall file a ~~written statement~~ an **official leave form** stating the day or day absent. Employees shall not be required to state reasons or nature of illness for sick leave. Sick leave must be substantiated by a physician's statement if it is requested either by the supervisor or the Superintendent.

- a. ~~Sharing of Sick Leave: Effective 7/01/01, a~~ An employee of the District (“authorizing employee”) may authorize his/her spouse, child, step child, parent, step parent, sibling, step sibling or half sibling ~~who is also any other~~ employee of the District (“recipient”) to use sick leave that has accrued to the authorizing employee, subject to the following guidelines and stipulations:
1. ~~Sick leave transfer between employees is provided for the purpose of extending paid sick leave time in the event of a personal illness or the illness of an immediate family member. A completed “Certificate of Physician or Practitioner”~~ **“Certification of Health Care Provider”** form shall accompany any sick leave transfer request to document that such a qualifying illness has occurred.
 2. Transferred sick leave will be available for use upon approval of a properly completed request for transfer of leave **(along with a properly completed Certification of Health Care Provider form)** and depletion of all the receiving employee’s **recipient’s** leave, including annual leave, if applicable.
 3. If the receiving employee **recipient** is a member of a sick leave bank, he/she must use donated sick leave days before drawing days from the bank.
 4. Requests for transfer of leave may be submitted only for the current payroll cycle applicable to the receiving employee **recipient**. Credit of transferred sick leave will be processed upon receipt in the Payroll Office of all required forms in complete and proper form. Requests shall not be processed retroactively.
 5. Sick leave will be transferred in blocks of five (5) days.
 6. The number of sick leave days donated to an employee within a single fiscal year shall be limited to the number of days remaining in that employee’s standard working calendar. The same employee may receive additional donated days in subsequent fiscal years by filing additional leave transfer requests.
 7. **If there is more than one authorizing employee for a recipient, the donated sick leave days shall be used by the recipient in the order that the documentation authorizing the donation is received from the authorizing employee. If received on the same day, the documentation shall be considered received from the employee with the most years of service with the School Board first, and any other authorizing documentation received in the order of seniority of the authorizing employee.**
 - ~~78.~~ Leave donated but not used will revert to the donating **authorizing** employee. However, the Board shall not be responsible to make retroactive adjustments to retired employees who, prior to retirement, donated sick leave days that could have been used for terminal pay purposes.
 - ~~89.~~ “Upfront” days are defined as sick leave days credited to employees before they are earned, as required in F.S. 1012.61. Such days may not be eligible for transfer until the employee has worked the required duration to earn the days.
 - ~~910.~~ Sick leave days transferred from one family member **employee** to another under this policy may not be used for personal leave.
 - ~~1011.~~ Transferred sick leave days may not be held or used for terminal leave purposes. **Donated sick leave under this Article shall have no terminal value.**

~~11~~12. Sick leave transferred from one family member **employee** to another will result in payment of wages/salary applicable to the recipient of the leave, and the District will not be responsible for differences in the value of sick leave transferred under this policy.

13. The authorizing employee must retain ten (10) sick leave days after donation pursuant to this Article.

14. To be eligible to donate sick leave pursuant to this Article, both the authorizing employee and the recipient must have been employed a minimum of one full school year before both the date of the authorizing employee's donation and the first day of the recipient's absence for which sick leave days are donated.

15. One sick leave day referenced in this Article shall mean the number of hours the employee is contracted to work for one day.

16. Participation in this Sharing of Sick Leave policy shall be voluntary for the recipient and the authorizing employee.

3. **Personal Leave With Pay**

Five (5) days leave per year may be used for the employee's personal business. Leave of this type is non-cumulative and is chargeable against accrued sick leave. An employee planning to use a personal leave day is responsible for submitting the written request on the proper form and gaining approval of his/her supervisor at least twenty-four (24) hours in advance. The employee shall suffer no loss of pay for such leave and shall not be required to give reasons except that the leave is for "Personal Reasons." If notice is not given by the employee in this manner, but the employee is absent on the requested dates, and leave is subsequently not approved, the employee shall be subject to disciplinary action. An employee is responsible for being aware of the number of leave days for which he or she is eligible. Leave of this type must be filed with the principal/county-wide supervisor and approved prior to commencement.

4. **Personal Leave Without Pay**

An employee may be granted leave days without pay for personal business when extenuating circumstances dictate. This leave may be granted to an employee only when he/she cannot otherwise schedule his/her business outside of normal working hours. A reason must be stated with the request. Personal leave without pay shall be submitted to the supervisor/principal at least three (3) days prior to the requested date of leave. The supervisor/principal shall review the leave request for approval on a case by case consideration. Any employee who is absent without authorization shall be disciplined after consideration of the facts and in accordance with disciplinary procedures adopted by the Board.

5. **Emergency Leave**

a. **Definition**

Emergency leave shall be defined as leave taken for a sudden unexpected happening; an unforeseen occurrence or condition;

b. **Emergency Leave With Pay**

One leave day counted against sick leave may be granted for emergency purposes. Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or designee.

c. **Emergency Leave Without Pay**

Leave days for emergency purposes may be granted without pay. Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or designee.

d. **Volunteer EMT personnel who are reimbursed for their services shall be permitted emergency leave without pay when arriving late to work due to being called to make emergency runs for life-threatening circumstances under the conditions set forth in this paragraph. When such late arrival is apparent it shall be the responsibility of this employee to call his/her supervisor in advance of the starting time of his/her School Board job. This EMT volunteer shall provide documentation to his/her supervisor substantiating that he/she is an EMT volunteer. If the conditions set forth above are not met, such EMT volunteer shall be subject to disciplinary measures by the School Board.**

6. **Court Leaves**

Leave with pay shall be granted to any employee when called for jury duty or subpoenaed as a witness, or when a written notice to appear in court is received. A copy of the court order or subpoena shall be attached to this request and the request must be filed with Human Resources **approved** prior to the leave.

7. **Illness-in-the-Line-of-Duty Leave**

- a. An employee shall be entitled to Illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of personal injury received from the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such illness or injury must be certified by both his/her supervisor and a physician, then forwarded to the Superintendent for his recommendation and submission to the Board for approval or disapproval. Except for worker's compensation claims, any employee who has any claim for compensation under this section while absent because of illness contracted or injury incurred as prescribed herein shall file a claim within five (5) working days following his/her return from such absence. The Board shall approve such claims and authorize the payment thereof; provided that the Board shall satisfy itself that the claim correctly states the facts and that such claimant is entitled to payment in accordance with the provisions of this section. The use of illness-in-the-line-of-duty leave shall result in no reduction of the employee's accumulated sick leave. Such leave shall be authorized for a total not to exceed ten (10) work days during a fiscal year for illness contracted or injury incurred from such cause as prescribed above.
- b. The Board shall not be liable for any compensation in this section beyond the difference between any worker's compensation award and the employee's normal daily rate of pay.
- c. Should the illness be compensable under the Worker's Compensation Law and should such convalescent period exceed the authorized illness-in-the-line-of-duty leave, the employee shall continue the approved Workers' Compensation benefit.

8. **Temporary Duty Elsewhere**

When an employee is rendering service outside of Clay County in the performance of his/her contractual duties while away from his/her usually assigned location, he/she must apply for temporary duty elsewhere. Employees on TDE shall receive their regular pay and may be allowed expenses when authorized.

9. **Military Leave**

When their obligation to the United States Armed Services makes unavoidable their failing to meet contractual duties, all members of the bargaining unit will be granted military leave in accordance with the law. Requests for such leave must be submitted in writing with a copy of the orders attached to such request.

10. **Professional Leave**

Professional Leave days with pay may be granted employees when properly requested and approved by the Superintendent or his designee for the purpose of attending and/or participating in professional meetings or conferences that are job related.

11. **Filing Leave**

Leave as outlined in this Section (B) must be applied for on the authorized forms with attachments if required and submitted to the immediate supervisor. The completed forms must be submitted to the supervisor by the end of the first day the employee returns to duty in the case of sick, emergency, or illness-in-the-line-of-duty leave. The administration shall provide this form upon the employee's return. Otherwise the forms must be submitted in advance in accordance with the provisions of this Section (B).
~~Leave requests must be filed with Human Resources.~~

C. **FMLA Leave**

1. Leave pursuant to the Family and Medical Leave Act (FMLA Leave) must be authorized and approved by the Superintendent or his/her designee. The request, with required documentation, must be submitted at least thirty days before the date on which the leave is to begin, or, if the need for leave is not sufficiently foreseeable, as soon as possible. The employee shall schedule any planned leave so as to not unduly disrupt the operations and educational mission of the School Board. FMLA leave will begin on the first work day on which the employee is absent as a result of the emergency or other situation

requiring the leave. Upon expiration of FMLA leave, a returning employee will be returned to the same or an equivalent position as defined in the Family and Medical Leave Act. For leave due to the employee's illness, a statement from the physician verifying the employee's fitness for duty must be on file with Human Resources the Personnel Director prior to reemployment.

2. ~~For~~ Employees with at least twelve (12) months of service, who have worked 1,250 hours or more prior to the start of FMLA leave ("qualified employees"), will be granted leave without pay who are eligible for incapacity due to pregnancy, prenatal medical care, benefits, leave for childbirth, care of the employee's child after birth, adoption of a child (including foster care placement), or a serious health condition of the employee or to provide necessary care for a member of his/her immediate family (spouse, child, parent), due to a serious health condition. Such leave will be granted for up to a maximum of twelve (12) weeks in a twelve (12) month period. The amount of leave available for an eligible employee is calculated by using a "rolling" twelve month period measured backward from the date an employee uses any such leave. However, for counting the 26 weeks of military caregiver leave, the District will measure the single 12-month period by looking forward from the date an employee's leave to care for the covered service member begins. Leave for birth or adoption of a child must be taken within twelve (12) months of the birth, adoption, or placement for foster care. If both parents are district employees, such employees are permitted to take only a combined total of twelve (12) weeks of leave in a twelve month period for such birth, adoption, or placement for foster care.
- ~~3.~~4. At the employee's option, earned sick leave days or earned annual leave days may be used during FMLA leave to care for a sick family member or because of the employee's own illness, including any period of disability due to pregnancy. In addition, earned annual leave may be used during any other FMLA leave. Pay shall not be rendered for any period of time beyond the number of sick leave and annual leave days on record.
- ~~4.~~3. Intermittent FMLA leave or a reduced leave schedule may be granted ~~for medical treatment for~~ because of the serious health condition of the employee or the employee's immediate family (spouse, child, parent), within the maximum twelve (12) week leave period; . In addition, intermittent leave or a reduced leave schedule may be granted to a qualified employee to care for a covered service member with a serious injury or illness with the maximum 26 week leave period. ~~with~~ The appropriate documentation providing the medical necessity for and dates and duration of such ~~treatment~~ the leave must be provided. Employees needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt operations of the School Board. In addition, the School Board may assign an employee to an alternative position with equivalent pay and benefits that the Board determines will better accommodate the employee's intermittent or reduced leave schedule.
5. The Board will maintain coverage under its group health plan for any employee granted FMLA leave. The employee's portion of the health insurance premium shall be deducted from any pay received by the employee during FMLA leave. During unpaid leave, the employee may continue group health plan coverage by arranging payment of the employee's share of the premium. If the employee does not return from FMLA leave as scheduled, the Board may recover premiums for maintaining group health coverage paid during the leave, unless the employee's failure to return to work was due to medical or other circumstances beyond the control of the employee. Any premiums due the District will be deducted from any payment of terminal leave.
6. Qualified employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. An employee may not take exigency leave if the service member is a member of the Regular Armed Forces. Qualifying exigency leave is available for short-notice deployment (up to 7 days leave available when the service member receives 7 days or less notice of a call to active duty), military events and activities, arranging for alternative childcare and school activities (but not normal ongoing childcare), addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation (up to 5 days leave permitted when the service member is on temporary rest and recuperation leave), attending post-deployment activities, and additional activities which may arise out of active duty (provided that the District and the employee agree on

the timing and duration of leave for these additional activities). The District will require each employee to provide a copy of the service member's active duty orders the first time the employee requests exigency leave.

7. Military Caregiver Leave. A spouse, son, daughter, parent, or next of kin who is a qualified employee can take up to 26 work weeks of FMLA leave during a single twelve (12) month period without pay to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness.

D. Extended Leaves

1. When FMLA leave expires, and extended leave beyond twelve (12) weeks (or twenty-six (26) weeks for Military Caregiver Leave) is needed, or if the employee is not eligible for FMLA leave, leave of this type may be requested and must be authorized and approved as stipulated below. The request with required documentation must be on file with Human Resources and approved prior to the effective date of the leave and must be in accordance with the provisions sections A and B of this Article. Upon return from extended leave, reassignment will be based on seniority and only to an available position in which he/she is qualified. No person shall be granted extended leave for a period longer than two (2) consecutive years.
2. **Extended Sick Leave**
An extended leave of absence for reasons of personal illness or illness of father, mother, husband, wife, or child may be granted to an employee for up to one (1) year of disability if verified by a physician or in accordance with ~~Section D7~~ this Article. Earned sick leave days or earned annual leave days may be used for this purpose but pay shall not be rendered for any period of time beyond the number of earned sick leave and annual leave days on record. Sick leave days which have been granted in accordance with the rules of the Sick Leave Bank may be used for this purpose if such leave is granted solely for personal illness; however, pay shall not be rendered for any period of time beyond the number of sick leave days granted by the Sick Leave Bank. Extended sick leave shall be granted only for the period of time of physical disability verified by the physician, must be approved by the Superintendent or his/her designee, and a statement from the physician verifying the employee's ability to return to work must be on file with Human Resources prior to re-employment. Additional leave may be approved on a case by case basis as a reasonable accommodation for employees with disabilities.
3. **Maternity Leave**
Leave may be granted to an employee for pregnancy during a period of time from nine (9) months prior to the due date and two (2) months after delivery, or for a period of time verified by a physician as a period of disability as a result of such pregnancy. A physician's statement shall accompany such request and must verify the dates requested. The request must be approved by the Superintendent or his/her designee. Earned sick leave or earned annual leave may be used during any portion of this leave during which the physician verifies in writing that the employee is disabled, otherwise maternity leave shall be without pay.
43. **Child Care Leave**
Leave without pay may be granted to any employee for the purpose of the care of a dependent child under the age of two living in the same household. If the dependent child in the same household is over the age of two, an accompanying statement from a physician verifying the need for the employee to care for the child must accompany the request. This leave shall be granted only for the period of time verified by the physician and must be approved by the Superintendent or his/her designee.
54. **Military Leave**
 - a. Any employee serving in the uniformed service as defined under the Uniformed Services Employment and Reemployment Rights Act required as a result of the draft, enlistment or recall to serve in the armed forces of the United States shall be granted extended leave without pay, by the Superintendent or his/her designee, for such service up to a cumulative maximum of four (4) five (5) years. This may be extended at the request or for the convenience of the federal government, or upon authorization of the President of the United States. An employee returning from such leave shall be returned to employment, without prejudice, provided ~~discharge or release~~

~~is under honorable conditions~~ the employee was not released from military service under dishonorable or other punitive conditions and application for re-employment is filed in accordance with the requirements of federal law. The school district shall employ the employee returning from such leave within the timeframe prescribed by federal law, by not later than thirty (30) days from the date of the employee's written application for re-employment. Such employee shall be returned to his/her former position or to a similar position satisfactory to the employee and for which he/she is fully qualified.

- b. Employees who are members of the National Guard or Reserves who are called to active military service shall be granted extended leave by the Superintendent or his/her designee. Such leave shall be with full pay and benefits for the first thirty (30) calendar days. An employee returning from such leave who reapplies to be re-employed in accordance with law, shall be returned to employment without prejudice according to the provisions set forth in law.

65. Extended Personal Leave

There are conditions which make it reasonable for an employee to be temporarily excused from his/her contractual obligations for personal reasons. Extended personal leave may be granted for a maximum of one year and must be only for health and welfare of the employee or members of his/her immediate family. Extended personal leave shall not be granted for more than two (2) consecutive years. Leave for this purpose must be supported by appropriate documentation and the request must be on file with Human Resources and approved, by the Superintendent or his/her designee, prior to the effective date of leave.

76. Extended Professional Leave

A leave of absence for professional improvement, without salary, may be granted for any employee, upon application, for up to one (1) year and upon reapplication, for up to a second year, for the purpose of the following:

- a. Engaging in study at an accredited university in an area deemed beneficial to the school system by the Superintendent.
- b. Full-time participation in the federally sponsored Peace Corps or Job Corps.
- c. Engaging in study or an activity deemed beneficial to the school system. Applications shall be forwarded to the Superintendent for final approval.

Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the date when the leave is to commence. Application for reemployment should be filed at least six (6) months prior to the end of leave. Upon return from such leave the employee shall be returned to a position which is vacant at the time of return and for which he/she is qualified.

87. Fitness for Duty/Medical Examination

- a. If the Superintendent has ~~a~~ reasonable suspicion belief based upon objective factors evidence to indicate that an employee's ability to perform the essential job functions will be impaired by a medical condition or that an employee will pose a direct threat due to a medical condition, an impairment of performance or productivity rendering the employee unable to safely and satisfactorily perform his/her complete duties and responsibilities, the Superintendent may require the employee to submit to a physical, medical or psychiatric examination or other laboratory tests to determine the employee's fitness to perform the complete duties and responsibilities essential functions of the employee's position.
- b. Any examination performed under this Article will be performed by a medical physician, psychologist, or psychiatrist or laboratory testing facility (where testing for substance abuse) selected by the employee from a list of at least three (3) physicians, psychologists, or psychiatrists, or two to five laboratory testing facilities (where applicable) recommended by the district. A copy of the list of laboratory facilities will be provided by the Superintendent to the Clay Educational Support Personnel Association annually and updated accordingly. A Fitness for Duty Certification form shall be submitted by the examining physician, psychologist, or psychiatrist or laboratory facility to the Superintendent and to the employee. Otherwise, the Fitness for Duty Certification form ~~report~~ will remain confidential. Where the Superintendent receives a medical report that the employee is infected with or is a carrier of a contagious disease, a medical examination by a public health physician may be required.
- c. If the employee disagrees with medical examination results other than substance abuse tests, the

employee may, within five (5) working days of receiving the results of the examination, provide the Superintendent with medical or psychiatric verification from the employee's own physician, psychologist or psychiatrist. In the case of substance abuse tests, the employee may, on the same day of the required test, submit to the same substance abuse test at an approved laboratory testing facility of the employee's own choosing. This second report must be received by the Division of Human Resources within three (3) days of the test and must be accompanied by sufficient information, including chain of custody documentation, for interpretation by the administration. The Superintendent will reserve the right to interpret the results of the test. An employee may not be reimbursed for the expense of any medical, psychological or psychiatric examination, or testing conducted by the employee's own physician, psychologist, or psychiatrist, or laboratory testing facility.

- d. If the employee's own doctor offers an opinion inconsistent with the report of the district's medical professional, a third opinion shall be obtained by a medical physician, psychologist, or psychiatrist selected by the employee from a list of three (3) physicians, psychologists or psychiatrists. The decision of the third physician, psychologist or psychiatrist as reflected in the written Fitness for Duty Certification shall be considered the controlling decision.
- e. The district will be responsible for all expenses incurred from any district-required medical, psychologist, or psychiatric examination performed by a physician or psychiatrist from the district's recommended list.
- f. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the ~~complete duties and responsibilities~~ **essential functions** of the employee's position, **with or without a reasonable accommodation**, the Superintendent shall:
 - (1) Determine whether another position is available for which the employee would be qualified and in which the employee can safely and satisfactorily perform the ~~complete duties and responsibilities~~ **essential functions** of the position. If so, the Superintendent shall offer the employee an opportunity to accept a transfer to such position.
 - (2) If no such transfer is available or if the employee declines an offered transfer, and if no reasonable means of accommodation is available, the Superintendent shall file a recommendation with the School Board recommending that the employee be placed on compulsory Extended Sick Leave.
 - (3) ~~When a~~**An** Employee Assistance Program becomes available, the Superintendent shall ~~consider placement in such program~~ **shall be considered** prior to e f.(2).
 - (4) Nothing in this Article shall prevent the district from taking disciplinary action in accordance with Article X of this Agreement.
- g. Should the employee's physical or mental ~~impairment~~ **condition** be ~~corrected~~ **improve** during the term of the employee's compulsory Extended Sick Leave and **to the extent that the employee can safely perform the essential functions of the position**, so certified by the employee's own attending physician, psychologist or psychiatrist, the employee may petition the Superintendent for reinstatement. At this time, the employee will submit to additional examinations under the procedures described in ~~Section C.7.b.~~ of this Article. Based upon the results of the medical examinations, the Superintendent shall file a written recommendation on the petition for reinstatement with the School Board with regard to reinstatement or denial of reinstatement. Should an employee's petition for reinstatement be approved, the reinstatement and reassignment shall be determined in accordance with ~~Section C.1.~~ of this Article.

98. Bereavement Leave

Any employee who has utilized all of their regular leave (zero leave balance) will be granted one (1) day of bereavement leave due to a death in the immediate family. Immediate family shall be defined as father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household. Bereavement leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee. The employee will not be paid for days not scheduled to work. In order to honor a request for bereavement leave, details about the relationship may be requested by the Superintendent, as well as appropriate documentation, such as published obituary or copy of death certificate.

409. **Domestic Violence Leave**

Effective July 1, 2007, any employee who has been employed for at least three (3) months, and who has used all of his/her regular leave (zero balance) shall be granted up to three (3) days of leave per contract year due to domestic violence, which may be used to address matters including seeking an injunction for protection; obtaining medical care or mental health counseling for themselves or for a family household member to address physical or psychological injuries arising from domestic violence; obtaining services from a victim-services organization such as a domestic violence shelter or rape crisis center as a result of an act of domestic violence; making an employee's home secure from a perpetrator of domestic violence or seeking alternate housing; or seeking legal assistance or attending or preparing for court related proceedings regarding acts of domestic violence. Domestic violence leave is of special nature and may not be deferred or converted to any other purpose. It shall not be charged against any other leave account. Application for domestic violence leave shall be made to the Superintendent and shall be granted by the Superintendent or his/her designee. Except in cases of imminent danger to the health and safety of the employee or a family or household member, employees seeking such leave under this provision shall, at the time of making a request, provide advance notice of the need for sick leave and provide documentation about the domestic violence circumstances. Details about the situation may be requested by the Superintendent and may include a request for appropriate documentation, including, but not limited to, police reports, court injunctions/documents and proof of legal counsel in relation to such documents. Leave may be with or without pay at the discretion of the Board.

E. **Reimbursement for Travel**

Travel reimbursement including in-county, out-of-county, per diem, and expenses shall be reimbursed at the normal rate established by the Board and must be authorized and approved by the Superintendent prior to the incurrence. Reimbursement procedures and rules as established in current School Board Rules shall be followed.

F. **Annual Leave**

1. **Earning Annual Leave**

Regular employees who are employed for twelve (12) months shall earn and accumulate vacation leave days from the first day of such employment with pay at the rate of:

- a. One (1) day per month of employment for employees with less than five (5) continuous years of employment with Clay County or other Florida county school system.
- b. One and one-fourth ($1\frac{1}{4}$) days per month of employment for employees with more than five (5) continuous years but less than ten (10) continuous years of employment with Clay County or other Florida county school system.
- c. One and one-half ($1\frac{1}{2}$) days per month of employment for employees with more than ten (10) continuous years of employment with Clay County or other Florida county school system. In determining continuous years of service, full-time continuous service rendered in a nine-month, ten-month, and twelve-month contractual position shall be considered as continuous service.

2. Up to four (4) days of annual leave may be granted in addition to the days earned in subparagraph 1 above for use only during the Christmas holidays or the first four (4) work days in January as directed by the Superintendent.

3. All vacation leave days on record in excess of thirty four (34) shall be voided on each employee's record at the end of each fiscal year.

4. **Procedure for Granting Vacation Leaves**

Normally one-half ($\frac{1}{2}$) year of successful continuous service shall be required before any vacation leave may be granted by the Superintendent or his county office designee and taken by the employee. Accrued vacation leave must be applied for and taken at the time of separation from active employment, except as provided under subparagraph a, below. Employees may be required to take vacation leave during the Christmas holidays or as directed by the Superintendent.

- a. Deferred Retirement Option Program (DROP) enrollees may elect to apply for and receive either full or partial vacation leave lump sum payoffs at the time of DROP enrollment. Those electing this option will continue to accrue vacation leave during DROP participation at the

accrual rate they had attained prior to DROP enrollment, and may apply for and receive a second lump sum payoff at the time of DROP termination, provided that the total vacation leave paid off with both lump sums does not exceed the maximum of accrued vacation leave permissible by the provisions of this Article.

- b. Effective March 17, 2000, an employee who elects to enter DROP and who elects to receive a lump-sum payment for accrued annual leave upon beginning DROP participation shall have said lump-sum payment deposited into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits. An employee who receives a lump-sum payment of accrued annual leave upon termination of DROP and termination of employment shall deposit said lump-sum payment into a Board-approved 401(a) Qualified Retirement Plan subject to annual contribution limits.
 - c. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit 100% of his/her terminal sick and annual leave payments into a Board-approved 401(a) Qualified Retirement Plan subject to the limits established by the Internal Revenue Service. Such deposit shall be made at the time of retirement in keeping with procedures and timelines established by Business Affairs.
5. No more than ten (10) continuous days or thirty-four (34) total days of earned annual leave may be taken by an employee except when approved at the discretion of the Superintendent.

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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 six-tenths (.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.
1. Certain additional benefits to the hospital – surgical major medical insurance plan design may be required for the 2012-2013 school year (commencing on October 1, 2012) as a result of federal legislation. If these additional benefits are required for the 2012-2013 school year (commencing on October 1, 2012), the Board will pay the additional cost of these federally mandated insurance benefits (commencing September 15, 2012) for the 2012-2013 school year only. This amount shall be paid by the School Board and shall not exceed an amount up to \$16.36 per employee per pay period. In the event that these additional benefits are not mandated by federal law, the Board shall not pay any amount toward the cost of premiums for coverage for hospital – surgical major medical insurance coverage in excess of the amount set forth in paragraph A above. In addition, this paragraph applies only to benefits which would be required by the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148), to the extent that such legislation is not declared unconstitutional by the United States Supreme Court.
- 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. This committee will meet at least monthly during the school year unless voted upon by the committee as unwarranted. 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. Members are allowed to vote by signed proxy for another member of the committee. 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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Board Proposal (Original Language) 08/29/12

**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 are as follows:

9-10-11 and 12 Month Employees

- 1. Labor Day
- 2. Veteran's Day (Observed)
- 3. Thanksgiving Day
- 4. Christmas Day (Observed)
- 5. New Year's Day (Observed)
- 6. Martin Luther King Day

11 and 12 Month Employees Only

- 2. Good Friday

12 Month Employees Only

- 3. Memorial Day
- 9. Independence Day (Observed)

- 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.

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Board Proposal 09/04/2012

**ARTICLE XIV
TOOL ALLOWANCE/UNIFORMS**

- A. The Board shall furnish all tools and tool boxes (where applicable) and replace all lost tools, with the condition that loss is valid as determined by the supervisors.
- B. ~~If required,~~ the The Board shall furnish, and the employee shall wear, any personal protective equipment, such as safety shoes and/or hard hats as required.
- C. All materials furnished under this article shall remain the property of the School Board and shall be turned in when personnel are no longer employed by the School Board. If, at the time of separation from employment, an employee fails to turn in any materials furnished under this Article, the Superintendent may authorize the deduction of reimbursement to the Board for replacement of such materials from paycheck(s) due to the employee.

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**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 per hour. Mandatory inservice conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of \$9.00 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, 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.

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Board Proposal 09/04/12

**ARTICLE XIX
TERM OF AGREEMENT**

This Agreement is signed and ratified on _____, ~~2011~~ **2012**. 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~~ **2013-2014** 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~~ **2013**.

CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
LOCAL 7409

SCHOOL DISTRICT OF CLAY COUNTY

President

School Board Chairman

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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-five (25) 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 25 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 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, Boiler Tender, Lead Painter, Painter, Lead Carpenter, Carpenter, Lead Roofer, Roofer, Lead Heavy Equipment Operator, Heavy Equipment Operator, Maintenance Mechanic, District-Wide School Maintenance Mechanic, Lead Pest Control Operator, Pest Control Operator 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 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 Standards 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 Standards 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 Standards evaluation. If, during the frozen salary year, the employee earns at least an "Achieves Standards" 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 "Achieves Standards" ratings in the final performance evaluation conferences of the two school years following the receipt of a "Below Standards" 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 Standards" rating.

2.4.0 All experience granted prior to January 1, 1993, under existing rules and regulations shall remain credited to the employee.

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 If an employee is involuntarily transferred to a job with a lower band/grade with an effective start date at the beginning of the next contract year, adjustment of pay to the lower band/grade will start at the beginning of the next contract year.

3.5.0 If an employee is involuntarily transferred to a job with a lower band/grade with an effective start date before the beginning of the next contract year, adjustment of pay to the lower band/grade will start at the beginning of the next contract year.

3.6.0 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.

3.7.0 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 Support personnel on step 25 during the 2011-2012 school year shall remain on step 25 for 2012-2013. A \$500 supplement will be paid in equal installments during the 2012-2013 year to those support personnel on step 25 in 2011-2012.

TABLE IIA

The School District of Clay County
2011-2012 2012-2013 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	STEP 13
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	12.13
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	13.13
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	14.25
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	15.52
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	16.56
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	17.53
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	18.65
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	20.84
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	23.51
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	26.46
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	28.72
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	31.14

The negotiated step increase for the 2012-2013 school year will become effective, upon ratification, in the October 31, 2012, paycheck. There is no retroactivity for any member of the bargaining unit for the 2012-2013 school year.

TA 9/4/12
2:40 pm JAD

TA 9/4/12
2:40 pm

TABLE IIA
The School District of Clay County
2011-2012 2012-2013 SUPPORT PERSONNEL PAY STRUCTURE

B/G	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	12.50	12.87	13.27	13.66	14.07	14.47	14.89	15.79	16.27	16.85	17.47	18.14
A12	13.51	13.91	14.32	14.75	15.19	15.62	16.07	17.03	17.55	18.18	18.85	19.57
A13	14.66	15.10	15.55	16.01	16.49	16.96	17.45	18.50	19.06	19.75	20.47	21.26
B21	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	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	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	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	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	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	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	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	32.27	33.45	34.69	35.96	37.28	38.34	39.71	42.37	43.97	45.77	47.70	49.83

The negotiated step increase for the 2012-2013 school year will become effective, upon ratification, in the October 31, 2012, paycheck. There is no retroactivity for any member of the bargaining unit for the 2012-2013 school year.

2011-2012 2012-2013
2400 TA

Board Proposal 09/04/2012

2011-2012 2012-2013

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

The negotiated step increase for the 2012-2013 school year will become effective, upon ratification, in the October 31, 2012, paycheck. There is no retroactivity for any member of the bargaining unit for the 2012-2013 school year.

240 pm
TIA
2/21/12
AC

Board Proposal 09/04/2012

~~2011-2012~~ 2012-2013

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.

The negotiated step increase for the 2012-2013 school year will become effective, upon ratification, in the October 31, 2012, paycheck. There is no retroactivity for any member of the bargaining unit for the 2012-2013 school year.

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 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 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 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 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 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.

2:45
TAM
9/4/12
AP

Board Proposal 09/04/2012

**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 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, 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, 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.~~

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~~

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: 9-4-12

**THE SCHOOL DISTRICT OF CLAY
COUNTY NEGOTIATING TEAM**

Joni A. McCab
Dennis Adams
Robert W. Wamburg
David J. Nease
Bill Miller

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

James [Signature]
Michael J. Dede
Teresa J. Dixon
Debra Cherry
Mrs. Felicia Hampshire
Sandra Triggers
Kelly D. Heltz
Linda Turner
Annette Brazell