

RATIFICATION COPY

**SCHOOL DISTRICT OF
CLAY COUNTY**

2004-2007

MASTER CONTRACT

With

**CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
LOCAL 7409**

Including

2005-2006 AMENDMENT

2006-2007 AMENDMENT

RATIFICATION INFORMATION
CESPA MASTER CONTRACT 2006-2007 AMENDMENTS

<u>Master Contract</u> <u>Amendment Location</u>	<u>Language Changes</u>
Article I - Recognition	No Changes
Article II - Negotiation Procedures	No Changes
Article III - Association and Employee Rights	Date changes for Association Dues Deduction Additional Association Personal Leave days granted.
Article IV - Management's Rights and Responsibilities	No Changes
Article V - Grievance Procedure	No Changes
Article VI - Employment Practices	No Changes
Article VII - Reduction and Recall	No Changes
Article VIII - Working Conditions	No Changes
Article IX - Leaves	Shared Sick Leave Language added from School Board Policy.
Article X - Evaluation & Disciplinary Procedures	No Changes
Article XI - Insurance	Board Contribution increased to \$4,082.00
Article XII - Physical Exams	No Changes
Article XIII - Holidays	Dates Updated to match Calendar for 2006-2007
Article XIV - Tool Allowance/Uniforms	No Changes
Article XV - Inservice	No Changes
Article XVI - Contract Committees	Language Added to include Safety Committee
Article XVII - Sick Leave Bank	No Changes
Article XVIII - Compensation	No Changes

Article XIX - Term of Agreement		Will be signed after ratification
Appendix A	Payroll Dues Deduction Form	No Changes
Appendix B	Official Grievance Form	No Changes
Appendix C-1	Recall Procedures	No Changes
Appendix C-2	Surplus/Layoff Classifications	No Changes
Appendix D	Application to Transfer Form	New Form Attached
Appendix E	Salaries	
Table I	Rules for Implementation	New Years of Experience Language
Table II A	Pay Structure	New Schedule Attached
Table II B	Special Compensation	New Schedule Attached
Table II C	Special Compensation LPN/RN	New Schedule Attached
Table III	Transportation	No Changes
Table IV	Miscellaneous Salaries	No Changes
Table IV A	Incentive Stipulations for Ares of Electrical, Plumbing, and HVAC	No Changes
Table IV B	Rules for Maintenance Dept. On-Call List	No Changes
Table V	Classifications/Band/Grade	No Changes
Signature Sheet		

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ARTICLE III
ASSOCIATION AND EMPLOYEE RIGHTS

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

6.	The Board and the Union agree that the Union will be provided with one (1) payroll slot in addition to the dues deduction slot. This slot will be used for Union-designated programs to include but not be limited to, purchasing additional insurance, annuity, or other related benefits; voluntary Political Action Committee (PAC) donation; or other Union-sponsored voluntary deduction programs for bargaining unit members. The Union agrees to reimburse the Board for any actual startup or programming cost incurred which are normally charged to other groups who benefit from payroll deduction services. A single payment will be remitted after each pay period to a depository designated by the Union for the one (1) additional payroll deduction slot.	1 2 3 4 5 6 7 8 9
F.	Fees for Dues Deduction	10
	The parties agree that the Association shall reimburse the Board for the cost of bookkeeping, retention, and transmittal of funds for the Association dues deducted by the Board. In lieu of such reimbursement for dues deductions, the Board shall retain the first \$85 deducted by the School Board for said dues provided no changes in dues occur after August 15 of the affected school year. If any change in the dues deduction rate is requested by the Association, the Board shall retain an additional \$.40 per affected employee. The Association shall indemnify and save and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board on the account of deducting dues.	11 12 13 14 15 16 17 18 19
G.	Mail and Bulletin Boards	20
1.	The Association shall have the right to use employee mail receptacles for the purpose of disseminating information to its members in accordance with the restrictions below.	21 22
2.	The Board agrees to provide space on accessible bulletin boards in all schools/departments for the purpose of posting material in accordance with the restrictions below.	23 24 25
3.	Material distributed through the mail receptacles and/or posted on bulletin boards as indicated above shall be restricted to:	26 27
a.	Notices of union recreational and social activities.	28
b.	Notices of union elections, PERC petitions, union appointments, union meetings, and other official union business.	29 30
c.	Rules or policies affecting the employees.	31
d.	Collective bargaining activities.	32
4.	No material shall be posted on bulletin boards or distributed through the mail receptacles which reflects adversely on the School Board or its employees, attacks any other employee organization or is of a political nature. A copy of any material posted or distributed through the mail receptacles shall be provided to the principal/supervisor of the location and to the Assistant Superintendent for Personnel and Labor Relations.	33 34 35 36 37
5.	A violation of any part of this section shall cause the privilege of the use of the bulletin board or mail receptacles to be suspended for 3 months.	38 39
H.	With advance approval from the principal/supervisor, duly authorized representatives of the Association may be permitted to transact official association business with employees before and after the employees' working hours, and during the employees' lunch. Such visitation shall not interfere with or disrupt normal work or school/department operations. Distribution of literature shall be prohibited during working hours in areas where the actual work of public employees is performed.	40 41 42 43 44 45
I.	The Board agrees to give the Association reasonable access to all public records within its jurisdiction as provided by the Public Records Act. The Association shall provide to the Superintendent's office a copy of each communication delivered to employees.	46 47 48
J.	The Association representative may be given an opportunity after employee meetings called by the supervisor to make announcements of time and place of future meetings. However, arrangements must be made in advance of each meeting with the supervisor.	49 50 51

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- K. 1. When it is necessary for the Association President and/or his/her designee(s) to engage in Association activities directly relating to duties of the Association which cannot be performed other than during school hours, or are the result of an emergency situation, the said representative(s) may apply for Personal Leave without pay as is necessary to perform any such activities. Such leave must be applied for in advance, approved by the principal/supervisor, and approved by the Human Resources Division at least one (1) working day prior to the leave date. Approved leave of this type taken by the Association shall not exceed a total of twelve (12) days per school year, shall be deducted in accordance with School Board policies, and, unless an exception is approved by the Superintendent, shall be limited to four (4) representatives during any school calendar day. **In addition to the above leave, the Association will be granted up to six (6) additional days of Personal Leave (without pay) for the purpose of sending delegates to the Florida Education Association's Delegate Assembly, with no more than two (2) from any one worksite.** The Superintendent may grant TDE with pay to Association Representatives to participate with the administration in activities which are deemed to be in the best interest of the school system. As used in this subsection, one day of leave shall mean to be the equivalent in hours. 1
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- 2. Extended Association Leave without pay may be granted to the President of the Association for a period of not less than one school year. Such leave shall be requested at least sixty (60) days in advance of the affected school year and shall be approved by the supervisor and Superintendent in the same manner as other Extended Personal Leave. 18
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- 3. At the beginning of the next school year, such employee may return from such leave in the same manner as other employees returning from Extended Personal Leave. 22
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- L. Upon appropriate authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for payroll deduction programs currently in effect. Additional programs may be approved according to the following guidelines: 24
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- 1. Insurance companies desiring payroll deduction must present at least twenty-five (25) completed applications. 27
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- 2. The insurance company must be rated A minus or better in A.M. Best Guide to Life Insurance Companies. 29
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- 3. Payroll deductions should be allowed employees who transfer into the Clay County School System who have tax sheltered annuities on a payroll deduction plan. 31
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- 4. Companies who have fewer than eleven (11) participants will be notified that they must increase participation to the twenty-five (25) participant level. Should any such company fail to bring their participation back to the twenty-five (25) participant level, the company shall be dropped from payroll deduction effective the beginning of the next school year. 33
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ARTICLE IX
LEAVES

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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, 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 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, an employee of the District may authorize his/her spouse, child, step child, parent, step parent, sibling, step-sibling or half-sibling who is also an employee of the District 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" 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 and depletion of all the receiving employee's leave, including annual leave, if applicable.
3. If the receiving employee 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 transferral of leave may be submitted only for the current payroll cycle applicable to the receiving employee. 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. Leave donated but not used will revert back to the donating 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. 1-4
- 8. “Upfront” days are defined as sick leave days credited to employees before they are earned, as required in F.S. 231.40(3)(a)1. Such days may not be eligible for transfer until the employee has worked the required duration to earn the days. 5-7
- 9. Sick leave days transferred from one family member to another under this policy may not be used for personal leave. 8-9
- 10. Transferred sick leave days may not be held or used for terminal leave purposes. 10
- 11. Sick leave transferred from one family member 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. 11-14
- 3. **Personal Leave With Pay** 15

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. 16-26
- 4. **Personal Leave Without Pay** 27

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. 28-36
- 5. **Emergency Leave** 37
 - a. Definition 38

Emergency leave shall be defined as leave taken for a sudden unexpected happening; an unforeseen occurrence or condition; 39-40
 - b. Emergency Leave With Pay 41

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. 42-44
 - c. Emergency Leave Without Pay 45

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. 46-48
 - 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 49-51

- 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 may 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 the Personnel Division 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 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 the Personnel Division.

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 the Personnel Director prior to re-employment.
2. For employees with at least twelve (12) months of service, who are eligible for benefits, leave for childbirth, adoption of a child, 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, 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. 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. Intermittent FMLA leave may be granted for medical treatment for the employee or the employee's immediate family (spouse, child, parent), within the maximum twelve (12) week leave period, with the appropriate documentation providing the medical necessity for and dates and duration of such treatment. 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.
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.
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.

D. Extended Leaves

1. When FMLA leave expires, and extended leave beyond twelve (12) weeks 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 the Personnel Division and approved prior to the effective date of the leave and must be in accordance with 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. 1
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2. **Extended Sick Leave** 9
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. 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 the Personnel Division prior to re-employment. 10
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3. **Maternity Leave** 23
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. 24
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4. **Child Care Leave** 32
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.. 33
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5. **Military Leave** 39
 - a. Any employee 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 to a maximum of four (4) years. This may be extended at the request or for the convenience of the federal government, or upon authorization of the President. An employee returning from such leave shall be returned to employment, without prejudice, provided discharge or release is under honorable 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 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. 40
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- 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. 1
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6. **Extended Personal Leave** 7
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 the Personnel Division and approved, by the Superintendent or his/her designee, prior to the effective date of leave. 8
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7. **Extended Professional Leave** 16
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: 17
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- a. Engaging in study at an accredited university in an area deemed beneficial to the school system by the Superintendent. 20
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 - b. Full-time participation in the federally sponsored Peace Corps or Job Corps. 22
 - c. Engaging in study or an activity deemed beneficial to the school system. 23
Applications shall be forwarded to the Superintendent for final approval. 24
- 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. 25
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8. **Fitness for Duty/Medical Examination** 30
- a. If the Superintendent has reasonable suspicion based upon objective factors to indicate 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 of the employee's position. 31
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 - b. Any examination performed under this Article will be performed by a medical physician, psychologist, psychiatrist or laboratory testing facility (where testing for substance abuse) selected by the employee from a list of at least three (3) physicians, psychologists, 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. The written results of the evaluation shall be submitted by the examining physician, psychologists, psychiatrist or laboratory facility to the Superintendent and to the employee. Otherwise, the 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. 37
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 - 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 49
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- 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, psychiatrist, or laboratory testing facility.
- d. 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. The district will be responsible for the cost of a confirmation test where initial tests are positive for substance abuse.
- e. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the complete duties and responsibilities of the employee's position, 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 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 an Employee Assistance Program becomes available, the Superintendent shall consider placement in such program prior to e.2.
 - (4) Nothing in this Article shall prevent the district from taking disciplinary action in accordance with Article X of this Agreement.
- f. Should the employee's physical or mental impairment be corrected during the term of the employee's compulsory Extended Sick Leave and 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.
9. Bereavement Leave
- a. 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.

E.	Reimbursement for Travel	1
	Travel reimbursement including in-county, out-of-county, per diem, and expenses shall be	2
	reimbursed at the normal rate established by the Board and must be authorized and	3
	approved by the Superintendent prior to the incurrence. Reimbursement procedures and	4
	rules as established in current School Board Rules shall be followed.	5
F.	Annual Leave	6
1.	Earning Annual Leave	7
	Regular employees who are employed for twelve (12) months shall earn and	8
	accumulate vacation leave days from the first day of such employment with pay at the	9
	rate of:	10
a.	One (1) day per month of employment for employees with less than five (5)	11
	continuous years of employment with Clay County or other Florida county school	12
	system.	13
b.	One and one-fourth (1 1/4) days per month of employment for employees with	14
	more than five (5) continuous years but less than ten (10) continuous years of	15
	employment with Clay County or other Florida county school system.	16
c.	One and one-half (1 1/2) days per month of employment for employees with more	17
	than ten (10) continuous years of employment with Clay County or other Florida	18
	county school system. In determining continuous years of service, full-time	19
	continuous service rendered in a nine-month, ten-month, and twelve-month	20
	contractual position shall be considered as continuous service.	21
2.	Up to four (4) days of annual leave may be granted in addition to the days earned in	22
	subparagraph 1 above for use only during the Christmas holidays or the first four (4)	23
	work days in January as directed by the Superintendent.	24
3.	All vacation leave days on record in excess of thirty four (34) shall be voided on each	25
	employee's record at the end of each fiscal year.	26
4.	Procedure for Granting Vacation Leaves	27
	Normally one-half (1/2) year of successful continuous service shall be required before	28
	any vacation leave may be granted by the Superintendent or his county office designee	29
	and taken by the employee. Accrued vacation leave must be applied for and taken at	30
	the time of separation from active employment, except as provided under	31
	subparagraph a, below. Employees may be required to take vacation leave during the	32
	Christmas holidays or as directed by the Superintendent.	33
a.	Deferred Retirement Option Program (DROP) enrollees may elect to apply for and	34
	receive either full or partial vacation leave lump sum payoffs at the time of DROP	35
	enrollment. Those electing this option will continue to accrue vacation leave	36
	during DROP participation at the accrual rate they had attained prior to DROP	37
	enrollment, and may apply for and receive a second lump sum payoff at the time	38
	of DROP termination, provided that the total vacation leave paid off with both	39
	lump sums does not exceed the maximum of accrued vacation leave permissible	40
	by the provisions of this Article.	41
b.	Effective March 17, 2000, an employee who elects to enter DROP and who elects	42
	to receive a lump-sum payment for accrued annual leave upon beginning DROP	43
	participation shall have said lump-sum payment deposited into the Board-	44
	approved 401(a) Qualified Retirement Plan, subject to annual contribution limits.	45
	An employee who receives a lump-sum payment of accrued annual leave upon	46
	termination of DROP and termination of employment shall deposit said lump-sum	47
	payment into a Board-approved 401(a) Qualified Retirement Plan subject to	48
	annual contribution limits.	49
c.	Effective March 17, 2000, an employee who terminates employment through	50
	regular FRS retirement shall deposit 100% of his/her terminal sick and annual	51

- 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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2006-2007 Amendment 10

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CESPA Board Proposal 1

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ARTICLE XI 3
INSURANCE 4

- A. The Board agrees to pay 100% or up to ~~\$3,805.60~~ **\$4,082.00**, whichever is less, of the premium for single coverage for the comprehensive hospital-surgical-major medical and group life insurance policy for each full time employee contracted in at least a six-tenths (.6) allocated position or for (.6) or more of each consecutive normal day for 60 days or more or for the balance of the school year. 5-9
- B. Other health related employee programs may be studied by this committee. Such health related employee benefits may include such health related coverage as may be necessary for portions of the employee assistance program, if established, which may require such coverage. Additional health related employee benefits recommended by this committee shall be at no cost to the Board unless otherwise negotiated. Only this committee shall be utilized in making recommendations to the School Board on matters pertaining to insurance as covered in this article. 10-16
- C. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board. 17-18
- D. 1. An insurance committee shall be formed which will include equal representation from each certified employee association. The Superintendent shall select the chairperson of the Insurance Committee. Decisions of the committee shall be made by consensus. If consensus cannot be reached a majority vote of the membership will make the decision. The chairperson will be empowered to vote only upon a tie vote. 19-23
2. The Insurance Committee shall review and recommend actions with regard but not limited to:
 Bids 25
 Specifications 26
 Recommendation on invitation to bid 27
 Bid tabulations 28
 Monthly Insurance Experience Rating Reports 29
 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. 30-32
- E. The Board shall take steps to offer to each employee the opportunity to participate voluntarily in a 125K federally approved policy of deducting Federal taxes from paycheck after money for insurance and other deductions have been removed. 33-35
- F. An Employee Assistance Program, when funded by the Board, will be provided for all support employees with the following provisions: 36-37
 - 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. 38-39
 - 2. Costs of fitness for duty evaluations will be paid by the employer. 40
 - 3. Other costs incurred by voluntary participation will be the responsibility of the individual and may be covered by existing insurance policies. 41-42

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2006-2007 Proposal 1
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ARTICLE XIII
HOLIDAYS

A. The annual contract year for 12 month personnel shall consist of 260 days, nine (9) paid holidays. When necessary to reduce the number of workdays to 260, unpaid holidays shall be observed on the Federal observance of Martin Luther King's birthday, and, if necessary, the Wednesday prior to Thanksgiving. 5
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B. The Board agrees to designate the following as paid holidays: 9

<u>9-10-11-12 Month</u>	<u>Date</u>		10
1. Labor Day	September 05, 2005	<u>September 4, 2006</u>	11
2. Veteran's Day	November 11, 2005	<u>November 10, 2006</u>	12
3. Thanksgiving Day	November 24, 2005	<u>November 23, 2006</u>	13
4. Christmas Day	December 26, 2005	<u>December 25, 2006</u>	14
5. New Year's Day	January 2, 2006	<u>January 1, 2007</u>	15
6. Good Friday	April 14, 2006	<u>April 6, 2007</u>	16

<u>For 11-12 Month</u>	<u>Date</u>		17
7. Memorial Day	May 29, 2006	<u>May 28, 2007</u>	18

<u>For 12 Month</u>	<u>Date</u>		19
8. Independence Day	July 4, 2005	<u>July 4, 2006</u>	20
9. Friday after Thanksgiving	November 25, 2005	<u>November 24, 2006</u>	21

C. The Association may present, in a timely manner to the Superintendent, its recommendations relative to the beginning and ending dates for employees, and holidays for employees along with supporting reasons. The Superintendent will consider these recommendations and supporting reasons, if provided in the manner indicated. The Board will notify the Association at least twenty (20) working days before the deadline for submission of such recommendations. 22
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D. The Board has the statutory authority to establish the school calendar and shall consider the final recommendations from the Superintendent. 28
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6-28-06 JAC

ARTICLE XVI 2
CONTRACT COMMITTEES 3

A. Accountability 4

The School Advisory Council in each school will include representation from the noninstructional personnel employed in the school. The employees representing the noninstructional personnel will be elected by secret ballot. The election will be conducted by the principal and an Association representative. The duties of the Council shall be determined by school board policy and Florida statutes. 5
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B. Incentive Pay Committee 10

- 1. The Incentive Pay Committee will be convened as needed to review formal certificates, licenses, and/or registrations identified as possible bases for incentive pay for employees who earn those credentials. 11
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- 2. The committee will include the Association President, a Human Resources Division administrator, two additional administrators appointed by the Assistant Superintendent for Human Resources, and two additional support (classified) employees appointed by the Association. The appointees comprising the committee will represent work areas impacted by the credentials to be reviewed. 14
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- 3. An employee or administrator may request a meeting of the Incentive Pay Committee provided s/he submits the following data for committee review: 19
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 - a. A description of the curriculum and other requirements that make up the training certified by the credential. 21
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 - b. A description of all tests and examinations required to receive the credential, including areas tested, cost, location of test administration, and other pertinent information. 23
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 - c. Endorsement by administrators and employees from more than one work site regarding the benefits to be derived by the school system from its employees earning the credential. 25
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- 4. The Incentive Pay Committee will review the recommended credential and may request additional information from the credential sponsor and/or assistance from other individuals with relevant knowledge and expertise. 27
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- 5. The Incentive Pay Committee will recommend credentials it approves as beneficial to the school system to the collective bargaining teams for negotiations for the next school year. The committee shall also provide to the bargaining teams data which includes rates paid for similar credentials in other school districts and in the local labor market and relative values compared to other incentive rates paid by the Clay County School Board. The amount to be paid to qualified individuals and restrictions for receiving such incentive pay shall be determined through collective bargaining. 30
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Safety Committee: The Safety Committee shall consist of ten (10) members, five (5) of whom shall be appointed by the Superintendent and five (5) appointed by the Association. The Chairperson shall be selected by the Superintendent of Schools. The Safety Committee shall review federal and state laws, district safety policies, safety contract language from other districts and safety issues in Clay County. Recommendations for safety procedures to insure the safety for all employees in Clay County will be developed. The committee shall meet on a schedule established by the Safety Committee members. 37
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6-28-06 *JA* TA *W/S* 6/28/06

SCHOOL DISTRICT OF CLAY COUNTY APPLICATION TO TRANSFER

SECTION I - APPLICANT

NAME: SOCIAL SECURITY NO.: PRESENT SCHOOL: DATE OF APPLICATION: PRESENT ASSIGNMENT: SCHOOL/DEPT. SOUGHT: ASSIGNMENT SOUGHT: CHECK ONLY ONE: REASON FOR TRANSFER REQUEST: DATE OF LAST TRANSFER: SIGNATURE OF APPLICANT:

SECTION II - RECEIVING SUPERVISOR

APPROVED DENIED DATE: RECEIVING SUPERVISOR SIGNATURE EFFECTIVE DATE (START DATE) DOE JOB CODE JOB LOCATOR NUMBER IF APPROVED GIVE BUDGET CODES FOR POSITION BEING FILLED SUBJECT/JOB TITLE: COST CTR FUND FUNCT OBJ PROJ PROG NAME OF PERSON BEING REPLACED: NEW POSITION My signature certifies that no conflict of interest, as defined by Board Policy 2.02, is created by this recommended actions. Principal/Director/Asst. Supt.: Date:

SECTION III - LOSING SUPERVISOR

APPROVED DENIED DATE: LOSING SUPERVISOR SIGNATURE LAST WORK DATE DOE JOB CODE JOB LOCATOR NUMBER Does the applicant receive a supplement? Yes No If yes, will the applicant keep present supplement in your school? Yes No If no, attach the resignation letter with Transfer Form. If yes, List the supplements the applicant will keep in your school: IF APPROVED, GIVE BUDGET CODES FOR VACANCY CREATED: SUBJECT/JOB TITLE: COST CTR FUND FUNCT. OBJ. PROJ. PROG.

SECTION IV - DISTRICT APPROVAL DENIAL

As the Superintendent's designee, I hereby authorize the employment of and salary payment to the above named individual pending board action. His/her name will be submitted to the Superintendent for recommendation to the School Board for approval at the Board meeting. F.S. 230.33(7) and F.S. 230.23(5). APPROVED DENIED SIGNATURE DATE COPIES TO: ASSOCIATION LOSING SUPERVISOR RECEIVING SUPERVISOR APPLICANT DATE RECEIVED

INSTRUCTIONS: EMPLOYEE (See applicable contract provisions.)

A. Application to Transfer to Posted Position. (Other than summer pool.)

1. Complete each item in Section I.
2. Forward copy 3 to the Human Resources Division and copy 4 to the Association.
3. Contact the Receiving Principal/Supervisor
4. Take the original and 2nd copy to the Receiving Principal/Supervisor.
Option: You may attach resume' or job qualifications to the form.
5. The Receiving Principal/Supervisor will retain the original and 2nd copy regardless of whether the transfer is approved or disapproved.
6. The Principal's/Supervisor's action is final. The transfer request terminates if a negative determination is made.

B. Application to Transfer for Listing in Summer Pool

1. Complete Section I. You may list a School/Department sought or leave blank.
 2. Forward the original, copy 2 and copy 3 to the Human Resources Division, and copy 4 to the Association.
 3. After the Human Resources Division returns the original and copy 2 with instructions, pursue the transfer in this manner:
 - a. Contact the Receiving Principal/Supervisor.
 - b. Take the original and the 2nd copy to the Receiving Principal/Supervisor.
 - c. The Receiving Principal/Supervisor will retain the original and 2nd copy regardless of whether the transfer is approved or disapproved.
 4. The Principal's/Supervisor's action is final. The transfer request terminates at this point if a negative determination is made.
- NOTE: A new form must be initiated if a request has been denied and further consideration is requested.

INSTRUCTION: PRINCIPAL/SUPERVISOR (See applicable contract provisions.)

A. Receiving Principal/Supervisor

1. When contacted by an employee for a transfer, give the employee due consideration (see contract).
2. Retain the original and 2nd copy as presented by the employee. Complete Section II if approved by you, and if denied, mark only denied and sign.
3. If approved by you, forward both copies to the losing Principal/Supervisor. If denied by you, forward both copies to the Human Resources Division.
4. Notify all applicants in writing of action taken.

B. Losing Principal/Supervisor

1. If the Receiving Principal forwards approved transfer forms (original and 2nd copy) to you, complete Section III completely if you approve, or if denied, only mark denied and sign.
2. Approve you approve or deny the transfer, forward both copies to the Human Resources Division.
3. Notify your employee of action taken.


6-28-06 JR.


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 one (21) 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 21 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 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.** ~~with the exception of The Waste/Water Operator, and/or Wastewater Operator and/or Lead Waste/Water Operator who will be able to bring all approved years of verified, directly-related experience to the job entry level. Positions which require subsequent acquisition of State School Bus Mechanic Certification will be able to bring up to ten (10) years of verified, directly-related experience to the job entry level upon successful completion of the certification. This limitation shall not apply to support personnel who elect to transfer from their support position to an administrative or 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 positions of Programmer/Analyst, Lead HVAC Technician, HVAC Technician, Lead Electrical Technician, Electrical Technician, Lead Electronics Technician, Electronics Technician, Lead Plumber, Plumber, and Boiler Tender will be able to bring up to ten (10) years of verified, directly-related experience to the job entry level upon successful demonstration of the directly-related experience.**

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

2.0.0 Advancement on Salary Schedule

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

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

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

if eligible and bargained, granted a step.	1
If the employee referenced in 1. above receives at least “At Expectation” ratings in the final performance evaluation conferences of the two school years following the receipt of a “Below Expectation” rating, the employee will be eligible, the third year, for the salary step and/or step amount that would have applied had the employee never earned the “Below Expectation” rating.	2 3 4 5
2.4.0 All experience granted prior to January 1, 1993, under existing rules and regulations shall remain credited to the employee.	6 7
2.5.0 Employees assigned to step the highest step shall receive the adjustment made to the salary schedule through collective bargaining.	8 9
3.0.0 <u>Reclassification Due To Transfer/Surplus/Discipline/Promotions</u>	10
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.	11 12
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.	13 14 15 16
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).	17 18 19
3.4.0 Employees who are involuntarily transferred to a job with a lower band/grade will be reclassified and the pay rate adjusted in the school year following the school year in which the new assignment begins. The placement will be at the step that would have been the normal step placement in the previous job held.	20 21 22 23
3.5.0 Employees who are transferred as the result of disciplinary action will be immediately reclassified to the new band/grade at the same step and the pay rate adjusted.	24 25
3.6.0 Support employees who elect to transfer to a managerial or administrative position in Clay County, and who later transfer back to a support position, will be placed on the band/grade applicable for the support position at the step they held prior to leaving the support position. Support employees affected by such transfers in the 2001-2002 contract year shall be made whole, with regard to step placement, effective the 2002-2003 contract year.	26 27 28 29 30
4.0.0 <u>Initial Classification and Reclassification Procedures</u>	31
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.	32 33
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 CESP Representative (when position under review is a CESP position and when the position of the CESP 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 CESP of his/her decision.	34 35 36 37 38 39 40
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.	41 42 43
4.1.3 The Assistant Superintendent for Human Resources, Director of Support Personnel and a CESP Representative (when position under review is a CESP position and when the position of the CESP 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	44 45 46 47

	Superintendent for Human Resources will notify the responsible supervisor of his/her decision.	1
4.1.4	The documentation to be considered in reevaluating a position should include evidence of a major permanent change in a job responsibility, data from a sample of the job class, position description questionnaire and employee/supervisor interviews. If the changed job responsibilities match an existing job description, the employee will be moved to the new classification and his/her salary will be adjusted in accordance with approved procedures. If the job responsibilities do not match an existing job description, the job may be reanalyzed and reclassified or the supervisor may be instructed to reassign the new responsibilities to a more appropriate job classification.	2 3 4 5 6 7 8

6-28-06 for TA
 JA [Signature]

TABLE IIA
 THE SCHOOL DISTRICT OF CLAY COUNTY
 2006-2007 SUPPORT PERSONNEL PAY STRUCTURE
 STEPS 1-11

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
B/G	\$8.33	\$8.58	\$8.82	\$9.07	\$9.35	\$9.61	\$9.90	\$10.17	\$10.47	\$10.78	\$11.09
A11											
A12	9.03	9.29	9.56	9.83	10.13	10.42	10.71	11.04	11.36	11.67	12.01
A13	9.79	10.07	10.37	10.67	10.99	11.30	11.62	11.96	12.31	12.67	13.04
B21	10.37	10.70	11.04	11.39	11.75	12.12	12.50	12.90	13.31	13.72	14.15
B22	11.03	11.37	11.74	12.11	12.49	12.88	13.29	13.70	14.14	14.59	15.07
B23	11.71	12.06	12.44	12.85	13.28	13.68	14.11	14.57	15.02	15.50	15.98
B24	12.43	12.84	13.24	13.66	14.10	14.55	15.01	15.49	15.97	16.48	17.00
B31	13.46	13.92	14.40	14.90	15.39	15.92	16.48	17.04	17.61	18.23	18.88
B32	15.20	15.72	16.26	16.82	17.40	18.00	18.61	19.26	19.92	20.61	21.32
C41	16.63	17.25	17.87	18.53	19.22	19.93	20.66	21.43	22.21	23.03	23.88
C42	18.05	18.70	19.38	20.11	20.85	21.62	22.43	23.25	24.11	24.98	25.92
C43	19.58	20.30	21.05	21.82	22.63	23.46	24.32	25.24	26.25	27.11	28.11

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TABLE IIA
 THE SCHOOL DISTRICT OF CLAY COUNTY
 2006-2007 SUPPORT PERSONNEL PAY STRUCTURE
 STEPS 12-22

B/G	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22
A11	\$11.42	\$11.77	\$12.14	\$12.50	\$12.88	\$13.27	\$13.66	\$14.05	\$14.46	\$15.33	\$15.80
A12	12.38	12.75	13.11	13.51	13.90	14.32	14.75	15.16	15.60	16.54	17.04
A13	13.43	13.84	14.23	14.66	15.10	15.55	16.01	16.46	16.94	17.96	18.51
B21	14.60	15.07	15.54	16.03	16.54	17.05	17.59	18.09	18.64	19.79	20.44
B22	15.55	16.07	16.58	17.12	17.68	18.26	18.85	19.39	20.00	21.25	21.96
B23	16.50	17.02	17.57	18.13	18.71	19.30	19.92	20.48	21.12	22.42	23.16
B24	17.55	18.10	18.68	19.27	19.88	20.52	21.18	21.78	22.45	23.84	24.63
B31	19.54	20.23	20.95	21.69	22.45	23.24	24.06	24.75	25.59	27.27	28.24
B32	22.04	22.82	23.60	24.41	25.26	26.13	27.03	27.79	28.72	30.57	31.66
C41	24.78	25.69	26.63	27.61	28.63	29.68	30.78	31.65	32.78	34.97	36.30
C42	26.88	27.88	28.91	29.99	31.10	32.25	33.44	34.39	35.63	38.02	39.47
C43	29.15	30.23	31.33	32.48	33.67	34.91	36.20	37.23	38.56	41.13	42.69

2006 - 2007
TABLE IIB
SPECIAL COMPENSATION
OT/PT

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6/29/06

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	17.01
B	1-2	19.27
C	3-4	21.51
D	5-6	23.74
E	7-8	25.98
F	9-10	28.22
G	11-12	30.45
H	13-14	32.69
I	15-16	34.93
J	17	37.16

6-28-06 ja
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TABLE IIC
SPECIAL COMPENSATION
LPN AND RN

STEP	EXP	HOURLY RATES	
		LPN	RN
1		\$12.07	\$14.13
2	1	12.43	14.55
3	2	12.80	14.99
4	3	13.19	15.44
5	4	13.60	15.91
6	5	14.02	16.41
7	6	14.45	16.92
8	7	14.90	17.44
9	8	15.36	17.99
10	9	15.84	18.54
11	10	16.35	19.14
12	11	16.87	19.75
13	12	17.41	20.38
14	13	17.96	21.12
15	14	18.54	21.80
16	15	19.15	22.52
17	16	19.73	23.26
18	17	20.31	24.04
19	18	20.89	24.72
20	19	21.52	25.51
21	20	22.84	27.11
22	21	23.62	28.05

Rules for implementarion of this salary schedule, for 2006-2007 are identical to those in Table I, "Rules for Implementation of Support Salary Schedule.

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

Date Signed: 6/28/06

THE SCHOOL DISTRICT OF CLAY
COUNTY NEGOTIATING TEAM

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THE CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
NEGOTIATING TEAM

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