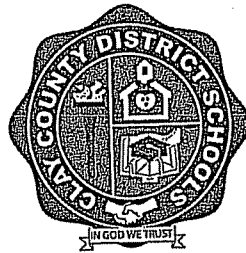


2013-2014
RATIFICATION INFORMATION

PLEASE POST IMMEDIATELY

SCHOOL DISTRICT OF
CLAY COUNTY

2010-2014



MASTER CONTRACT

with

CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
LOCAL 7409

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

<u>Article</u>	<u>Language Changes</u>
<u>Article IX</u> - Leaves	Allows donation of one sick leave day rather than requiring five days to be donated for shared sick leave
<u>Article XI</u> - Insurance	Removes outdated language regarding expired Federal Legislative language
<u>Article XIII</u> - Holidays	Original language. No holiday changes.
<u>Article XVII</u>	Sick Leave Bank language added to define serious health condition.
<u>Article XVIII</u> - Compensation	<u>Article XVIII - Appendix E</u> Compensation agreement reflected in Table I. CESPA Bargaining Unit members will advance one (1) step on the current salary schedule. A retroactive paycheck will be issued which reflects the pay period for the November 15, 2013, pay date through the date of check issuance. A \$500.00 permanent longevity supplement will be given annually for all employees who have completed twenty-five (25) years of service and beyond.
<u>APPENDIX E - SALARIES</u>	
<u>Table I</u> - Rules for Implementation	
<u>Table IIA</u> - Support Pay Structure	
<u>Table IIB</u> - Special Compensation OT/PT	Original Language in Article XVIII and Tables IIA-IV.
<u>Table IIC</u> - Special Compensation LPN/RN	
<u>Table III</u> - Transportation	
<u>Table IV</u> - Miscellaneous Salaries	
<u>Signature Sheet</u>	Bargaining team members' signatures on February 25, 2014, 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
Mike Dale, CESPA Chief Negotiator

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LEAVESA. 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 this Article.
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

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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 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: An employee of the District ("authorizing employee") may authorize 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. A completed "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 recipient's leave, including annual leave, if applicable.
 3. If the 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 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.~~ The authorizing employee may authorize a minimum of one (1) day up to any number of days as long as the authorizing employee retains ten (10) sick leave days after donation pursuant to this article.
 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.
 8. Leave donated but not used will revert to the authorizing employee. However, the

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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.

9. "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.
10. Sick leave days transferred from one employee to another under this policy may not be used for personal leave.
11. 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.
12. Sick leave transferred from one 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.

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- 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 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

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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).

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 prior to reemployment.
2. 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 for incapacity due to pregnancy, prenatal medical care, 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. 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. Intermittent FMLA leave or a reduced leave schedule may be granted 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. The appropriate documentation providing the medical necessity for and dates and duration of 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

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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 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 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

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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.

4. 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.

5. Military Leave

- a. Any employee serving in the uniformed service as defined under the Uniformed Services Employment and Reemployment Rights Act shall be granted extended leave without pay, by the Superintendent or his/her designee, for such service up to a cumulative maximum of 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 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. 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.

6. 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.

7. 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

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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.

8. Fitness for Duty/Medical Examination

- a. If the Superintendent has a reasonable belief based upon objective 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, 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 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, psychologists, or psychiatrist or laboratory facility to the Superintendent and to the employee. Otherwise, the Fitness for Duty Certification form 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 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 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) An Employee Assistance Program shall be considered prior to 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 condition improve during the term of the employee's compulsory Extended Sick Leave 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 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 this Article.

9. 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.

10. 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

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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 (1¼) 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 (1½) 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 (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.

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- 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.

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- 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.

2012-2013 Amendment

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ARTICLE XIII
HOLIDAYS

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

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

- 7. Good Friday

12-Month Employees Only

- 8. 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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**ARTICLE XVII
SICK LEAVE BANK**

- A. **Committee**
A Sick Leave Bank shall be established for participating support personnel. Such Bank shall be administered by a committee composed of three (3) persons selected by the Association which shall adhere to all rules, laws and regulations in effect and with the terms of this contract as ratified or amended.
- B. **Terms**
As used in this article, one day of leave shall mean the equivalent in hours.
- C. **Membership**
Any member having been employed by the Clay County School Board for one (1) year and having at least eight (8) days accrued sick leave may enroll in the Bank by voluntarily contributing one (1) earned sick leave day to the Bank. The four (4) advanced days of sick leave added to the employee's balance at the end of the 30 days cannot be used to satisfy the eight (8) day requirement since they have not been earned.
 1. Members shall contribute one (1) sick leave day at the time of enrollment and additional days to replenish the Bank as set forth under the established guidelines. The enrollment form shall be available from the Association or the Payroll Department.
 2. Any sick leave days contributed to the Bank shall be deducted from the accrued sick leave balance of that member. Such days shall not be returned unless the Bank fails to come into existence.
 3. Membership in the Bank shall at all times be voluntary. Voluntary withdrawal will be effective immediately upon written notification of the member's intent to withdraw. The member shall not be eligible to withdraw sick leave already contributed to the Bank.
 4. Members may use the sick leave bank only during the term of their annual contract period.
 5. The annual enrollment period shall only be during the first thirty (30) calendar days of the new school year, commencing with the first student day.
 6. In an effort to get the Sick Leave Bank operational, the parties may mutually agree to extend the timelines in this article. Employees who terminate employment prior to the end of this first year enrollment period shall not be permitted to participate in the Sick Leave Bank. In the first year of activation, April 1 shall be the first date of eligibility for all members of the Sick Leave Bank who otherwise qualify under the requirements of this article. The Clay County School Board shall be held harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of the failure to receive the data required to activate the Sick Leave Bank in a timely manner.
- D. **Procedures and Audit**
The Sick Leave Bank committee shall consult with and comply with procedures developed by Human Resources and Business Affairs Division regarding the identifying and recording of contributions. Such record keeping and procedures shall be audited by these Divisions to insure compliance with regulations.
- E. **Bank Rules/Use and Application**
 1. The Sick Leave Bank shall have a minimum of one hundred fifty (150) days or the equivalent of 1068 hours on deposit before being activated. At no time shall the balance of days on deposit fall below zero.
 2. In the event the balance of days on deposit is below one hundred (100) days or the equivalent of 712 hours at the start of the school year, all participating members shall contribute one (1) additional day during the first thirty (30) working days of the new school year in order to replenish the Bank to the level established for reactivation. Exception: Sick Leave Bank members who have drawn from the bank during the current school year and who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave.
 3. Only in the event a member of the Bank suffers a catastrophic illness, a serious health condition, accident, or injury, which causes the member to be unable to work for a prolonged period of time for which they are not receiving Worker's Compensation or Illness-In-Line-Of-Duty benefits, may the

member receive paid leave from the Bank. An illness shall be considered prolonged (1) where there is no reasonable expectation that the employee will be physically able to return to employment within three (3) months of the date of application to draw Sick Leave Bank days, or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for three (3) or more months after the requirements of 3.a. and 3.b. (below) are met.

A serious health condition is defined as an illness, injury impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

- a. All accumulated sick leave of the member must first be expended.
- b. Before the first benefit for a member can be drawn from the Bank, the member must undergo an unpaid leave of fifteen (15) continuous work days. However, the member may choose to use accrued annual leave days as part of the fifteen (15) day period. If a member wishes to use Shared Sick Leave, he or she must use those days before using the Sick Leave Bank. Shared Sick Leave days can be counted toward the fifteen (15) day period described in the previous sentence.
- c. Each time a member wishes to draw benefits from the Bank, an application must be made to the Bank. Modifications to initial Sick Leave Bank agreement to use partial days will require a letter of request. The Committee will review the request and respond in writing to the employee and district office to approve or deny the requested modification.
- d. The member's application must be approved by the Sick Leave Bank committee before benefits may be paid.
- e. A maximum of sixty (60) paid work days may be drawn from the Bank by a member during a contractual school year. A member drawing leave from the bank, who is released by the member's physician to return on a partial day schedule prior to use of all the member's allowable sick leave bank days, may draw partial days from the bank until all allowable days are used or released to work full time by the member's physician.
- f. Any member wishing to use the Bank must have been a member of the Bank for at least thirty (30) working days prior to application, unless waived by the committee in the case of an extreme emergency.
- g. Written notification from the Sick Leave Bank committee to the applicant will be made within three working days of the decision for approval or disapproval.

F. Abuse

If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the Bank and be subject to such other disciplinary action as determined by the School Board.

G. Withdrawal

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

H. Discontinuation

Within two (2) months after the expiration of the Sick Leave Bank, unused sick leave in the bank will be distributed as equally as possible to the current participating members using 7.50 hours as the basis for the re-distribution.

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I. Hold Harmless

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

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2010-2014 Master Contract
2013-2014 Amendment

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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.
- 1.1.1 A \$500.00 permanent longevity supplement will be given annually to all employees who complete twenty-five (25) years of service and beyond.
- 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, Network Specialist, 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,

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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 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.
- 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 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 Superintendent for Human Resources will notify the responsible supervisor of his/her decision.
- 4.1.4 The documentation to be considered in reevaluating a position should include evidence of a major permanent change in a job responsibility, data from a sample of the job class, position description questionnaire and employee/supervisor interviews. If the changed job responsibilities match an existing job description, the employee will be moved to the new classification and his/her salary

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Board Proposal 9/25/2014

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.

4.1.5

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.

2012-2013 Master Contract
2013-2014 Amendment

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Clay Educational Staff
Professional Association

Florida Education Association - NEA - AFT - AFL-CIO
2301 Park Avenue, Suite 305
Orange Park, FL 32073

Kelly Griffis, President
904.838.8758

Mike Dale, Service Unit Director
Phone: (800) 940-6338
(904) 264-8810
Fax: (904) 264-0533

CESPA's Counter Salary Proposal 2/25/14

① All CESPA Bargaining Unit employees will advance one step on the current salary schedule. ~~A retroactivity pay ch~~ ^{will reflect} ~~for the~~ ~~the~~ ~~Nov 15th 2013~~ pay date. ~~the pay period for~~

② A \$500 permanent longevity ^{supplement} ~~component~~ for all employees who have completed 25 years of service and beyond.

A retroactive paycheck will be issued which reflects the pay period for the Nov. 15 2013 pay date through the date of check issuance.

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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: 2/25/14

THE SCHOOL DISTRICT OF CLAY COUNTY NEGOTIATING TEAM

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

Joni A. McCole
Dequie Adams
Nelora Ziegler
Judi Dornak
Katena Allen

Joni Ball
Annette Brazell
Randi Durner
Teresa J. Nixon
Michelle Dele
Sandra Higgins

ARTICLE XIX
TERM OF AGREEMENT

This Agreement is signed and ratified on March 20, 2014. 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.

CLAY EDUCATIONAL STAFF
PROFESSIONAL ASSOCIATION
LOCAL 7409

SCHOOL DISTRICT OF CLAY COUNTY

President

School Board Chairman

2013-2014 Amendment