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2008-2009 RATIFICATION COPY PLEASE POST IMMEDIATELY

SCHOOL DISTRICT OF CLAY COUNTY

2007-2010

MASTER CONTRACT

WITH

CLAY EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION LOCAL 7409

Including

2008-2009 Tentative Agreements

TA'ed 8:50 A.M. 9/4/08

RATIFICATION INFORMATION 2008-2009 AMENDMENT TO CESPA MASTER CONTRACT

Master Contract
Amendment Location

Language Changes

Article I – Recognition

No Changes

Article II - Negotiation Procedures

No Changes

Article III – Association and Employee

Rights

Changes in authorization and dues deduction notification dates, language revised regarding Association Leave for the President and Members, and Personal Leave without Pay/Temporary Duty Elsewhere (TDE) for Association Members.

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

No Changes

Article X – Evaluation & Disciplinary

Procedures

No Changes

Article XI - Insurance

Board contribution changes on the

Contribution Chart

Article XII – Physical Exams

No Changes

Article XIII - Holidays

New Article designating number of paid Holidays and defining number of contracted days for employees. CESPA shall have representation on the Calendar Committee and calendars shall be

established one year in advance.

Article XIV - Tool Allowance/Uniforms

No Changes

Article XV - Inservice

No Changes

Article XVI - Contract Committees

No Changes

Article XVII - Sick Leave Bank

No Changes

Article XVIII - Compensation

Staff meeting and inservice rates increased.

Transportation positions defined for overtime payments regarding meetings and inservice. Specific

positions allowing for granting of experience

listed in Table I for clarification.

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RATIFICATION INFORMATION 2008-2009 AMENDMENT TO CESPA MASTER CONTRACT

Master Contract
Amendment Location

Language Changes

Article XIX – Term of Agreement

Will be signed after ratification

Appendix A – Payroll Dues Deduction Form

Forms to be provided to membership by

CESPA

Appendix B – Official Grievance Form

No Changes

Appendix C-1 Recall Procedures

No Changes

Appendix C-2 Surplus/Layoff

No Changes

Appendix D – Application to Transfer Form

No Changes

Appendix E - Salaries

Table I Rules for Implementation

Classifications

New language increasing salary schedule steps to step 24. Additional employee positions added to the experience placement list. Language updated to coincide with new evaluation forms for support

employees.

Table IIA Pay Structure

New Schedule Attached - Addition of Step 24

Table IIB Special Compensation

New Schedule Attached – Addition of Step K

and defined number of contract days

Table IIC Special Compensation

New Schedule Attached – Addition of Step 24

and defined number of contract days

Table III Transportation

Increase in guaranteed minimum number of hours per

day. Listing of considerations when staffing Transportation Summer School. Increased

the hourly rate of pay for applicable transportation

work.

Table IV Miscellaneous Salaries

No Changes

Table IVA Incentive Pay Stipulations

For areas of Electrical/ Plumbing & HVAC No Changes

Table IVB- Rules for Maintenance

On Call List

No Changes

Table V - Classifications/Band/Grade

Updated Listing of Positions and included number of

contracted days to same.

Signature Sheet

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TA8/27/08 TM

Board Counter Proposal #7

ARTICLE III ASSOCIATION AND EMPLOYEE RIGHTS

A. The Board hereby agrees that every employee shall have the right to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities. Further, the Board will not discourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, and will not discriminate against any employee with respect to wages, hours, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement.

B. The Board agrees that Association representatives will not be discriminated against, reprimanded or harassed for investigating in a reasonable manner complaints made by

employees.

C. When the Association desires to use a School Board facility, it will request permission in writing to the supervisor of that facility for his/her approval. If any special equipment is needed, it must also be included in this request. The Association shall reimburse the Board for those use costs that exceed routine custodial and operating expenses of such school buildings and equipment.

D. With the approval of the supervisor, the Association and its representatives shall have the right to use School Board equipment at the facility at reasonable times, when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies used

to produce Association materials.

E. Dues Deductions

1. Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Association authorization to deduct membership dues in the Association. Such signed authorization shall be processed by the Association and delivered by the Association with an accompanying list to the payroll office by no later than ten (10) work days prior to the affected pay date. Such list and authorizations shall stipulate the name, social security number, date, and amount to be deducted each pay date for the balance of pay periods in the school year. Pursuant to such submission, the Board shall deduct such monies from individual member pay-checks in equal payments beginning the first pay date after proper submission.

2. Such authorization and dues deductions shall continue in effect unless written request by the employee to revoke such authorization is delivered to the Association and the School Board not less than thirty (30) days prior to the effected pay date. The Association will submit the list and signed authorization to the Payroll Office by not later than fifteen (15) days prior to the effected pay date or end of school year. Such list and authorizations shall stipulate the last date deductions are to be made between the time period of April 1st to April 30th in the affected year. The Association will submit the list and signed authorization to the Payroll Office by not later than fifteen (15) days prior to the end of the school year

3. The Association shall notify the School Board of any changes in the amount of dues to be deducted with a list and authorizations as stipulated in paragraph (1) certified by the

President by no later than September 30.

4. The deductions shall be remitted not less frequently than monthly to the Association. Any list or authorization not submitted in the manner specified in this provision shall be returned to the Association for recalculation, new authorizations, and resubmission.

5. The Association shall indemnify and save and hold harmless the Board against any and all claims, demands, suits, and any other forms of liability that shall arise out of or by

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reason of action taken or not taken by the Board for the purpose of reliance on any lists, notice or assignment furnished by the Association as it applies to this section.

6. The Board and the Union agree that the Union will be provided with one (1) payroll slot in addition to the dues deduction slot. This slot will be used for Union-designated programs to include but not be limited to, purchasing additional insurance, annuity, or other related benefits; voluntary Political Action Committee (PAC) donation; or other Union-sponsored voluntary deduction programs for bargaining unit members. The Union agrees to reimburse the Board for any actual startup or programming cost incurred which are normally charged to other groups who benefit from payroll deduction services. A single payment will be remitted after each pay period to a depository designated by the Union for up to three (3) additional payroll deduction slots.

F. Fees for Dues Deduction

The parties agree that the Association shall reimburse the Board for the cost of bookkeeping, retention, and transmittal of funds for the Association dues deducted by the Board. In lieu of such reimbursement for dues deductions, the Board shall retain the first \$85 deducted by the School Board for said dues provided no changes in dues occur after August 15 of the affected school year. If any change in the dues deduction rate is requested by the Association, the Board shall retain an additional \$.40 per affected employee. The Association shall indemnify and save and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board on the account of deducting dues.

G. Mail and Bulletin Boards

- 1. The Association shall have the right to use employee mail receptacles for the purpose of disseminating information to its members in accordance with the restrictions below.
- 2. The Board agrees to provide space on accessible bulletin boards in all schools/departments for the purpose of posting material in accordance with the restrictions below.
- 3. Material distributed through the mail receptacles and/or posted on bulletin boards as indicated above shall be restricted to:
 - a. Notices of union recreational and social activities.
 - b. Notices of union elections, PERC petitions, union appointments, union meetings, and other official union business.
 - c. Rules or policies affecting the employees.
 - d. Collective bargaining activities.
- 4. No material shall be posted on bulletin boards or distributed through the mail receptacles which reflects adversely on the School Board or its employees, attacks any other employee organization or is of a political nature. A copy of any material posted or distributed through the mail receptacles shall be provided to the principal/supervisor of the location and to the Assistant Superintendent for Personnel and Labor Relations.
- 5. A violation of any part of this section shall cause the privilege of the use of the bulletin board or mail receptacles to be suspended for 3 months.
- H. With advance approval from the principal/supervisor, duly authorized representatives of the Association may be permitted to transact official association business with employees before and after the employees' working hours, and during the employees' lunch. Such visitation shall not interfere with or disrupt normal work or school/department operations. Distribution of literature shall be prohibited during working hours in areas where the actual work of public employees is performed.
- I. The Board agrees to give the Association reasonable access to all public records within its jurisdiction as provided by the Public Records Act. The Association shall provide to the Superintendent's office a copy of each communication delivered to employees.

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- J. The Association representative may be given an opportunity after employee meetings called by the supervisor to make announcements of time and place of future meetings. However, arrangements must be made in advance of each meeting with the supervisor.
- K. 1. When it is necessary for the Association President and/or his/her designee(s) to engage in Association activities directly relating to duties of the Association which cannot be performed other than during school hours, or are the result of an emergency situation, the said representative(s) may apply for Personal Leave without pay as is necessary to perform any such activities. Such leave must be applied for in advance, approved by the principal/supervisor, and approved by the Human Resources Division at least one (1) working day prior to the leave date. Approved leave of this type taken by the Association shall not exceed a total of twelve (12) days per school year, shall be deducted in accordance with School Board policies, and, unless an exception is approved by the Superintendent, shall be limited to four (4) representatives during any school calendar day. In addition to the above leave, the Association will be granted up to six (6) additional days of Personal Leave (without pay) for the purpose of sending delegates to the Florida Education Association's Delegate Assembly, with no more than two (2) from any one worksite. The Superintendent may grant TDE with pay to Association Representatives to participate with the administration in activities which are deemed to be in the best interest of the school system. As used in this subsection, one day of leave shall mean to be the equivalent in hours.
 - 2. Extended Association Leave without pay may be granted to the President of the Association for a period of not less than one school year. Such leave shall be requested at least sixty (60) days in advance of the affected school year and shall be approved by the supervisor and Superintendent in the same manner as other Extended Personal Leave.
 - 3. At the beginning of the next school year, such employee may return from such leave in the same manner as other employees returning from Extended Personal Leave.

As used herein, one day of leave shall mean to be defined as the equivalent in hours equal to 7.50 hours. Summer hours (four (4) day workweek) shall be the equivalent of 9.38 hours, or one and one-quarter day of leave.

Association Leave for President: When it is necessary for the Association President 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 President may apply for Leave with-pay as is necessary to perform any such activities. Such pay to be reimbursed by CESPA including all benefits of said President. Such leave must be applied for in advance and approved by the supervisor. Approved leave of this type taken by the President shall not exceed a total of twelve (12) days per school year, and shall be deducted in accordance with School Board policies.

President of the Association for a period of up to one year, subject to annual renewal. The President shall continue receiving full pay and fringe benefits (including FRS retirement) and will advance on the salary schedule annually, if so negotiated, during such leave from the School Loard provided the Association reimburses the Board for such full pay and fringe benefits. Such leave shall be requested at least sixty (60) days in advance of the affected school year. The procedures for salary and fringe benefit reimbursement shall be agreed to by the Board prior to leave approval. At the beginning of the next school year, the President shall return from such leave in the same manner as other employees returning from Extended Personal Leave. The President shall be reassigned to a similar position in the District and, whenever possible, to the previously held position.

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Association Leave for Members: From time to time the Association may need to release other members to perform duties of the Association. The denembers are limited to twelve (12) days per school year, and truess an exception is approved by the Superintendent, shall be limited to six (6) representatives during any school calendar day.

- Personal Leave without Pay: In addition to the above leave, the Association will be granted up to eight (8) 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.
- 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.
- L. Upon appropriate authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for payroll deduction programs currently in effect. Additional programs may be approved according to the following guidelines:

1. Insurance companies desiring payroll deduction must present at least twenty-five (25) completed applications.

2. The insurance company must be rated A minus or better in A.M. Best Guide to Life Insurance Companies.

3. Payroll deductions should be allowed employees who transfer into the Clay County School System who have tax sheltered annuities on a payroll deduction plan.

4. Companies who have fewer than eleven (11) participants will be notified that they must increase participation to the twenty-five (25) participant level. Should any such company fail to bring their participation back to the twenty-five (25) participant level, the company shall be dropped from payroll deduction effective the beginning of the next school year. Employees signed up for payroll deduction with such companies shall be notified in writing by the payroll department prior to losing the payroll deduction with that company.

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ADDENDUM TO ARTICLE III, ASSOCIATION AND EMPLOYEE RIGHTS Board Counter Proposal #7, TA'd on 8/27/08

CLARIFICATION OF LANGUAGE:

K. 3. Association Leave for Members: From time to time the Association may need to release other members to perform duties of the Association. These members are limited to twelve (12) days per school year, (twelve (12) days total, not twelve (12) days per employee) and, unless an exception is approved by the Superintendent, shall be limited to six (6) representatives during any school calendar day. Such leave shall be with pay, and such pay to be reimbursed by CESPA including all benefits of said employee.

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Board Proposal #5 7/14/08

ARTICLE XI INSURANCE CONTRIBUTION CHART 2007-2008-2008-2009

Basic HMO	Employer	Employee
Employee	\$ 223.68 239.99	\$9.32
Employee & Spouse	\$ 238.61 270.12	\$211.60
Employee & Children	\$ 231.92 261.99	\$197.56
Family	\$ 253.68 <u>294.28</u>	\$336.27
Premium HMO	·	
Employee	\$ 232.01 <u>247.65</u>	\$46.83
Employee & Spouse	\$ 252.42 <u>282.64</u>	\$286.29
Employee & Children	\$ 241.25 <u>270.07</u>	\$272.64
Family	\$ 267.10 <u>306.71</u>	\$438.91
Healthfund HRA		
Employee	\$ 238.96 <u>249.01</u>	\$61.62
Employee & Spouse	\$ 272.93 <u>292.37</u>	\$307.77
Employee & Children	\$ 265.90 284.44	\$288.05
Family	\$ 290.73 316.18	\$470.34

Board Proposal #12 ARTICLE XIII

- HOLIDAYS to Les J. J.C., 9/03/08

 The annual contract year for all support personnel shall consist of no more than the number of contracted days indicated in Table Vo Classification/Band/Grade/Contract Days.
- The Board agrees to provide six (6) paid holidays to employees who are contracted to B. 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. The established holidays for 2008-2009 are listed below.

9-10-11 and 12 Month Employees

1.	Labor Day	September 1, 2008
2.	Veteran's Day	November 11, 2008
3.	Thanksgiving Day	November 27, 2008
4.	Christmas Day	December 25, 2008
5.	New Year's Day	January 1, 2009
6.	Martin Luther King Day	January 19, 2009 (Observed)

11 and 12 Month Employees Only

April 10, 2009 Good Friday

12 Month Employees Only

8.	Memorial Day	May 25, 2009 (Observed)
9.	Independence Day	July 3, 2008 (Observed)

- CESPA shall have representation on the Calendar Committee to recommend paid C. 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.

A'ed 8/28/08:45PM

Board Counter Proposal #6-B 7/14/08 8/26/08 8/28/08

ARTICLE XVIII COMPENSATION

A. Compensation shall be provided to all employees covered by this Agreement as set forth in Appendix E of this Agreement.

B. For the purpose of providing benefits in this Agreement, full time shall mean a person contracted for a six-tenths (.6) or greater allocated position or for (.6) or more of each consecutive normal work day during the contract period unless otherwise indicated.

- C. Terminal Sick Leave: At the employee's option and upon written request by the employee at the time of separation, the Board shall provide terminal pay of up to one hundred twenty (120) days to any support employee upon the employee's non-disciplinary separation from school district employment or enrollment in DROP, or to the employee's beneficiary if service is terminated by death.
 - 1. Employees hired after November 19, 2002, shall be eligible for terminal pay as defined under this policy upon completion of three (3) consecutive years of service in Clay County. For employees hired prior to November 19, 2002, Clay County service requirements shown in paragraph C.2 (a) through C.2 (e) need not be consecutive.
 - 2. For the purposes of determining eligibility for terminal pay, a year of service shall be defined as: paid service rendered in a .6 or greater allocation for a minimum of one day more than half the normal working contract in the fiscal year, provided that eligibility during the first three Clay years shall be based on the anniversary of the initial date of hire.

Terminal pay shall be based on the years of service in Clay County. The employee must have been:

- a. Employed for at least three (3) years in Clay County, in which case the terminal pay shall be at the rate of 35% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
- b. Employed for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of 40% times the number of days accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
- c. Employed for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of 45% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
- d. Employed for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of 50% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days;
- e. Employed during and after the thirteenth (13th) year in Clay County in which case the terminal pay shall be at the rate of 100% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.
- 3. As used in this section, one day of leave shall mean the equivalent in hours.
- 4. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit 100% of his/her terminal sick and annual leave payments into the

o to the limits established by the Internal

Board-approved Qualified Retirement Plan, up to the limits established by the Internal

Revenue Service.

(b)

5. All employees participating in the Plan since its implementation in Clay County, who are under fifty-five (55) years of age at the time of termination of employment and choose, at the time of termination, to take a cash distribution in the amount of 100% of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and are assessed a withdrawal penalty, shall be reimbursed a percentage of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the current withdrawal penalty and the current Social Security and Medicare combined tax contribution rate. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the amount of reimbursement from the Board shall change accordingly.

6. Effective March 17, 2000, an employee who is already enrolled in DROP, or, who elects thereafter to participate in DROP, shall deposit his/her accumulated terminal sick leave pay, for which he/she is eligible, into the Board-approved 401(a) Qualified Retirement

Plan, subject to annual contribution limits and according to the following:

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

(a) The initial payment shall be made on the last payday in April following the employee's DROP effective date, or, the last payday in April, 2000, for those already enrolled in DROP as of March 17, 2000. Subsequent payments shall be made on the last payday in April of each year following the employee's DROP effective date anniversary.

The rate of pay used to calculate the amount to be placed in the 401(a) Plan shall be

the employee's daily rate of pay on each payment date.

(c) If an employee elects to participate in DROP for fewer than the sixty-month maximum, or, has fewer than the sixty-month maximum remaining in DROP as of March 17, 2000, the percentage of terminal sick leave to be deposited each year will change so that, at the end of his/her DROP participation, a total of 100% of the maximum allowed contribution of terminal sick leave pay will have been made to the 401(a) Plan.

(d) DROP participants may access these terminal sick leave funds prior to termination of

employment only through loan procedures outlined in the Plan.

D. Employees who, by virtue of enrollment in DROP, have deposited terminal leave payment(s) into the Board-approved 401(a) Qualified Retirement Plan, shall continue to deposit such payments as stipulated in paragraph C.6. of this policy, notwithstanding the limitations of

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paragraph C. This clarification is intended to facilitate the continuation of terminal leave payments to which the Board had committed prior to the November 19, 2002 approval of amendments to this policy.

E. Staff Meetings

1. Meetings with staff may be conducted by supervisors on a monthly basis or as determined by the Superintendent. Such meetings will be conducted during the workday, whenever possible.

2. Bus drivers and bus monitors may be required to attend meetings called by the Director of

Transportation or as deemed necessary by the Superintendent.

Staff meetings conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of \$5.25 \$8.00 per hour. Mandatory inservice conducted outside the regularly scheduled workday or route day shall be reimbursed at the rate of \$5.25

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

When approved by the Superintendent or his designee, support personnel will be paid a stipend of \$5.25 \$8.00; per hour for completed workshops after the normal work day.

I. Summer School:

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

I. Contract Day:

The number of contract days in a year shall be indicated on the individual employment contract and may vary based on the needs of the district.

J. 1. Experience - Clay County School Board

For the purpose of awarding experience on the salary schedule, a year of service shall be paid and contracted actual service of more than one-half of the normal number of contracted days for the .4 or greater allocated position employed in the year service was rendered.

2. Experience - External [For persons employed after the date of ratification of the 1995-96

contract agreement.]

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

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

Mechanics and special trades such as painter, carpenter, plumber, electrical electronic HVAC and waste/water operator and shall be permitted e <u>E</u>xperience on the salary schedule <u>shall be permitted</u> in accordance with the Rules For Implementation of Support Personnel Salary

Schedule, 1.3.0 and section 2.0.0 for work done in a closely related field.

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

M. Compensation for an employee when he/she is required to work on a paid holiday, or on a "NON-PAID, NON-WORKING DAY", shall be at one and one-half times the employee's

regular hourly rate of pay.

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ARTICLE XIX TERM OF AGREEMENT

Board Proposal #11 9/03/08

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This Tentative Agreement is shall be signed and ratified on, or before September 2008 August 30, 2007. This Agreement shall be effective from the date of ratification and shall continue in effect through June 30, 2009 2008. All economic issues shall be retroactive to the beginning of the 2007 2008 2008-2009 school year. The parties agree that the articles pertaining to compensation, insurance, term of agreement, any two (2) issues of the Association's choosing and any two (2) articles of the Board's choosing may be reopened for negotiations for the 2008-2009 2009-2010 school year by May 1, 2009. 2008. Issues for the purpose of this article must be specific, narrowly defined and clearly stated so that the problem giving rise to the issue is precisely understood by both parties. Failure to identify the two (2) issues to be reopened each school year as stipulated above will result in effective closure of negotiations for that school year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

CLAY EDUCATION STAFF PROFESSIONAL ASSOCIATION LOCAL 7409	SCHOOL DISTRICT OF CLAY COUNTY
President	School Board Chairman

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TABLE I

Proposal #9 8/28/08-9/03/08

RULES FOR IMPLEMENTATION OF SUPPORT PERSONNEL SALARY SCHEDULE

1.0.0 Salary Schedule Structure

- 1.1.0 The salary schedule will include twenty <u>four three</u> (23- 24) 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 24 23 shall be greater for the higher Bands/Grades.
- After initial implementation of the schedule, new employees shall be placed at the step (1-5) 1.3.0 associated with approved years of verified, directly-related experience in their same job category. Step 1 through Step 5 shall correspond to 0 to 4 years of experience. Step 5 shall be the maximum step for initial placement of new employees. This limitation shall not apply to support personnel who elect to transfer from their support position to an administrative or Table I managerial position, and then back to a support position. Step placement for such personnel shall be in accordance with section 3.6.0 of this Table. The Waste/Water Operator, Wastewater Operator and/or Lead Waste/Water Operator who will be able to bring all approved years of verified, directly-related experience to the job entry level. Positions which require subsequent acquisition of State School Bus Mechanic Certification will be able to bring up to ten (10) years of verified, directly related experience to the job entry level upon successful completion of the certification. The positions of Programmer/Analyst, Lead HVAC Technician, HVAC Technician, Lead Electrical Technician, Electrical Technician, Lead Electronics Technician, Electronics Technician, Lead Plumber, Plumber, 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 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.
- Expectation 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 Expectation 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 Expectation Standards evaluation. If, during the frozen salary year, the employee earns at least an "Achieves Standards At Expectation" rating on the year's evaluation, he/she will be placed back on the salary schedule for the following year, and, if eligible and bargained, granted a step. If the employee referenced in 1. above receives at least "At Expectation Achieves Standards" ratings in the final performance evaluation conferences of the two school years following the receipt of a "Below Expectation Standards" rating, the employee will be

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performance evaluation conferences of the two school years following the receipt of a "Below Expectation" rating, the employee will be eligible, the third year, for the salary step and/or step amount that would have applied had the employee never earned the "Below Expectation" rating.

- 2.4.0 All experience granted prior to January 1, 1993, under existing rules and regulations shall remain credited to the employee.
- 2.5.0 Employees assigned to step the highest step shall receive the adjustment made to the salary schedule through collective bargaining.
- 3.0.0 Reclassification Due To Transfer/Surplus/Discipline/Promotions
- 3.1.0 Employees transferring to another job classification shall be placed on the schedule for the new band/grade based on placement in accordance with the provisions of this section.
- 3.2.0 Employees who voluntarily transfer to a job with a higher band/grade will be immediately reclassified and the pay rate adjusted in accordance with the new step placement. Step placement will be based on verified approved experience in the new job, up to step 10, or on the current step placement, whichever is higher.
- 3.3.0 Employees who voluntarily transfer to a job with a lower or same band/grade will be immediately reclassified and the pay rate adjusted. Step placement will be based on the current step placement, or the step appropriate for experience credited in the new position, up to step five (5).
- 3.4.0 Employees who are involuntarily transferred to a job with a lower band/grade will be reclassified and the pay rate adjusted in the school year following the school year in which the new assignment begins. The placement will be at the step that would have been the normal step placement in the previous job held.
- 3.5.0 Employees who are transferred as the result of disciplinary action will be immediately reclassified to the new band/grade at the same step and the pay rate adjusted.
- 3.6.0 Support employees who elect to transfer to a managerial or administrative position in Clay County, and who later transfer back to a support position, will be placed on the band/grade applicable for the support position at the step they held prior to leaving the support position. Support employees affected by such transfers in the 2001-2002 contract year shall be made whole, with regard to step placement, effective the 2002-2003 contract year.
- 4.0.0 <u>Initial Classification and Reclassification Procedures</u>
- 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 CESPA Representative (when position under review is a CESPA position and when the position of the CESPA 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 CESPA 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 CESPA Representative (when position under review is a CESPA position and when the position of the CESPA 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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not match 8/28/08

will be adjusted in accordance with approved procedures. If the job responsibilities do not match an existing job description, the job may be reanalyzed and reclassified or the supervisor may be instructed to reassign the new responsibilities to a more appropriate job classification.

TABLE IIA
THE SCHOOL DISTRICT OF CLAY COUNTY
2008-2009
SUPPORT PERSONNEL PAY STRUCTURE
STEPS 1-12

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STED 3 STEP 4 ST
9.84 10.13
10.68 10.99
11.37 11.73
12.09 12.48
12.82 13.23
13.64 14.07
14.83 15.35
16.75 17.33
18.41 19.09
19.96 20.72
21.68 22.48

2009 Support Personnel Pay Structure

TABLE IIA
THE SCHOOL DISTRICT OF CLAY COUNTY
2008-2009
SUPPORT PERSONNEL PAY STRUCTURE
STEPS 13-24

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B/G	STEP 13	STEP 14	STEP 15	STEPH6	STEP 47	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24
A11	\$12.13		\$12.87	\$13.27	\$13.66	\$14.07	\$14.47	\$14.89	\$15.79	\$16.27	16.85	17.47
A12	13.13	13.51	13.91	14.32	14.75	15.19	15.62	16.07	17.03	17.55	18.18	18.85
A13	14.25	14.66	15.10	15.55	16.01	16.49	16.96	17.45	18.50	19.06	19.75	20.47
B21	15,52	16.00	16.51	17.03	17.56	18.12	18.63	19.20	20.38	21.05	21.84	22.67
B22	16.56	17.08	17.63	18.21	18.81	19.42	19.97	20.60	21.89	22.62	23.47	24.38
B23	17.53	18.09	18.67	19.27	19.88	20.51	21.10	21.75	23.09	23.86	24.75	25.70
B24	18.65	19.24	19.85	20.48	21.13	21.81	22.43	23.13	24.56	25.37	26.32	27.32
B31	20.84	21.58	22.34	23.12	23.94	24.78	25.49	26.36	28.08	29.09	30.25	31.48
B32	23.51	24.31	25.15	26.02	26.91	27.84	28.63	29.58	31.49	32.61	33.89	35.25
C41	26.46	27.43	28.44	29.49	30.57	31.70	32.60	33.77	36.02	37.39	38.92	40.56
C42	28.72	29.78	30.89	32.03	33.22	34.45	35.43	36.70	39.16	40.65	42.33	44.12
C43	31.14	32.27	33.45	34.69	35.96	37.28	38.34	39.71	42.37	43.97	45.77	47.70

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TABLE IIB SPECIAL COMPENSATION

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

STEP	YEARS EXPERIENCE	HOURLY RATE
A	0	17.52
В	1-2	19.85
C	3-4	22.16
D	5-6	24.45
E	7-8	26.76
F	9-10	29.07
G	11-12	31.36
Н	13-14	33.67
I	15-16	35.98
J	17-18	38.27
<u>K</u>	19-20	41.11

CONTRACTED DAYS = 196

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2008-2009 TABLE IIC SPECIAL COMPENSATION

HOURLY RATES

		HOULET	
STEP	EXP.	LPN	RN
1	0	12.43	14.55
2	1	12.81	14.99
3	2	13.18	15.44
4	3	13.58	15.90
5	4	14.01	16.39
6	5	14.44	16.90
7	6	14.88	17.43
8	7	15.35	17.97
9	8	15.82	18.53
10	9	16.31	19.10
11	10	16.84	19.71
12	11	17.37	20.34
13	12	17.93	20.99
14	13	18.50	21.76
15	14	19.10	22.45
16	15	19.72	23.19
17	16	20.32	23.96
18	. 17	20.92	24.76
19	18	21.52	25.46
20	19	22.17	26.27
21	20	23.52	27.92
22	21	24.32	28.89
23	22	25.22	29.99
<u>24</u>	<u>23</u>	<u>26.18</u>	31.17

Rules for implementation of this salary schedule, for 2008-2009, are identical to those in Table I, "Rules for Implementation of Support Salary Schedule. CONTRACTED DAYS = 188, 196, 260.

TABLE III
Transportation

TABLE III

TRANSPORTATION

TABLE III

Board Counter Proposal #8

8/26/08

- 1. Contract drivers shall be compensated for a minimum of 5.5 six (6) hours of work per day during the regular school year and for a minimum of 4.5 five (5) hours of work while working under a summer work contract. The Director of Transportation will consider qualifications, seniority, and attendance, when staffing summer school based on student needs. The assigned hours shall include thirty (30) minutes of non-driving time which shall be used for the purpose of maintenance, safety checks and paperwork. Drivers will be compensated for other non-driving work after a time review by the Department of Transportation in accordance with applicable rules of the Fair Labor Standards Act.
- 2. Bus drivers assigned routes affecting schools in other counties having school calendars which differ from the Clay County calendar shall be eligible for the same contract and benefits and for the same length of work year and work day as bus drivers assigned routes affecting only schools operating under the traditional calendar in Clay County. When such drivers must drive routes during the intersession periods in such other counties, pay will be determined in accordance with current practice for summer school pay.
- 3. Contract bus monitors (ESE Aides assigned to buses) shall be compensated for a minimum of four (4) hours of work per day, including days under summer work contracts, and for assigned field trips beyond the working day, \$8.00 8.40 per hour. (1.5)

Any work, except field trips, assigned beyond a maximum of 7.5 hours shall be compensated at the rate of \$\frac{3}{5}\$ (one and one-half) times the driver's hourly rate of pay.

- 5. —Paragraph 1 shall not apply to part-time bus drivers who are employed only for morning, afternoon or extra trip routes, but shall be paid on an hourly basis. Experience credit shall not be earned for such part-time employment.
- 6. Extra (Field) Trips: Compensation to contract drivers shall be under the following conditions:
 - a. One voluntary master lists consisting of short, long (per diem) and overnight trips of contract bus drivers by geographic area and by seniority, and an all inclusive master list by seniority of contract bus drivers shall be maintained by the Director of Transportation for the purpose of field trip selection. If all contract drivers on the voluntary geographic list refuse a field trip assignment, the Director of Transportation shall utilize the all inclusive list for field trip assignment. The voluntary geographic list will be a rotating list. Persons selected from the all inclusive list shall be permitted one refusal. After the initial all inclusive list has been exhausted, the Director of Transportation may assign a field trip to a contract driver on a mandatory basis. Each contract driver assigned a trip, either voluntary or mandatory, shall be placed on the bottom of the all inclusive list once an assignment is completed.
 - b. On non-working days, extra (field) trips shall be compensated at \$8.00 8.40 per hour.
 - c. On each working day of the assigned field trip, if a driver's normal assignment is a minimum working day of 5.5 six (6) hours, he/she shall be paid at the rate of \$8.00 8.40 per hour for assigned field trips for each hour beyond the minimum assigned 5.5 six (6) hours.
 - d. On each working day of the assigned field trip, if the driver's normal assignment is a regular working day greater than 5.5 six (6) hours, he/she shall be paid at his/her regular rate up to 7.5 hours and \$8.00 8.40 per hour for each hour beyond 7.5 hours.
 - e. Bus drivers shall apply for TDE for any portion of the day during which an extra trip infringes on their regular run.
 - f. Overnight trips shall be defined as any trip requiring the driver to sleep over prior to return.
 - g. Overnight trips shall be compensated at extra (field) trip rates with no compensation for "sleeping" time. Per diem shall be paid as applicable.
 - h. If extra (field) trips are canceled after the bus and driver arrives at school, the driver shall be compensated as stated above for two (2) hours at the extra (field) trip rates.
- 7. The hourly rate of pay for staff meetings, shall be \$6.67 per hour, for inservice shall be \$6.67 per hour, and for parent conferences shall be \$6.67 8.40 per hour, or the current minimum wage, whichever is greater. Such pay shall be in accordance with the Compensation Article.
- 8. Overtime payments at time and one-half for meetings and inservice as outlined in the Compensation Article and for extra (field) trips as outlined herein shall apply only when the work week extends beyond 37.50 hours and only to the portion extending beyond 37.50 hours.

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TABLE V Board Proposal #10 CLASSIFICATIONS/BAND/GRADE/CONTRACTED DAYS 9/03/08

CLASSIFICATION	BAND/GRADE	CONTRACTED DAYS
CLERICAL/AIDES/TEACHER ASSIS	ΓANTS:	
Accounting Support Assistant Accounting Assistant Accounts Payable Assistant Administrative Secretary, Sr. Administrative Secretary Administrative Support Assistant	B23 B24 B23 B24 B23 B22 B23	260 260 260 260 260 260 196, 216, 260 196, 260
Bookkeeper Career Specialist	B32	196 196
Child Care Assistant Child Care Aide (Prekindergarten) Classroom Assistant	A13 A11 A12	196 188, 196 <u>188</u>
Clerical Assistant Clerical Support Assistant	A11 A12	188, 196, 216, 260 188, 196, 216, 260
Computer Lab Assistant	A13	188
Data Entry Operator District Media/Technology Secretary	A13 B21	<u>196, 216, 260</u> <u>260</u>
Dropout Prevention Assistant	A13	$\frac{188}{106}$
ESE Secretary ESE Interpreter IV	B21 B32	<u>196</u> <u>188</u>
ESE Interpreter II	B22	<u>188</u>
ESE Interpreter III	B31 B21	$\frac{188}{188}$
ESE Interpreter I ESE Assistant	· A13	188 188
Health Assistant	B21	188, 196
Inclusion Prekindergarten Assistant	A13	188
Instructional Assistant Instructional Support Assistant	B23 B22	188 196, 216, 260
Insurance Assistant	B23	260
ISS Assistant	A13	183, 188
Media Technical Assistant	B21	<u>196</u>
Nursery Instructor	B32 B32	<u>196</u> 188, 196
Paraprofessional/ESE Reading Paraprofessional / Speech and Languag		188, 196
Parent Educator	A13	188
Payroll Assistant	B23	<u>260</u>
Payroll Clerical Assistant	A12	<u>260</u>
Payroll Support Assistant	B22	<u>260</u>
Payroll Aide Pre Kindergarten Instructor	B22 B32	<u>260</u> <u>196</u>

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CLASSIFICATION	BAND/GRADE	CONTRACTED DAYS
CLERICAL/AIDES/TEACHER ASSIS	ΓANTS:	
Professional Development Assistant School Secretary	B32 B21 B24	260 188, 196, 216, 260
Service Desk Operator	B24 B21	260 188, 196, 216, 260
Student Records Secretary Student Services Clerk	A13	196, 216, 260
Student Services Cierk Student Services Assistant	A13	196
Switchboard Operator	A12	2 <u>60</u>
TERMS Support Assistant	B23	2 <u>60</u>
Testing & Administrative Support Assis		260
Title I Assistant	A12	188
Title I I Issuedit		«Apropullationille»
CUSTODIAL		
Custodian	A12	<u>260</u>
Custodian/Groundskeeper	A12	260
Head Custodian	B22	260
Head Custodian I	B31	· <u>260</u>
Head Custodian II	B22	<u>260</u>
Lead Custodian	B21	$\frac{260}{2}$
TRANSPORTATION		
Assistant Parts Manager	B23	<u>260</u>
Bus Driver	B21	186
ESE Assistant/Bus Monitor	A13	186
Fuel Attendant	A11	186, 196, 216, 260
Lead Mechanic	B32	260
Mechanic Assistant	B22	260
Mechanic	B23	<u>260</u>
Parts Manager	B31	260
Routing Dispatcher	B21	<u>260</u>
Routing Specialist	B23	260
Shop Manager	C41	<u>260</u>
<u>MAINTENANCE</u>		
Boiler Tender	B23	<u>260</u>
Carpenter Assistant	B22	<u>260</u>
Carpenter	B23	<u>260</u>
District Wide School Maintenance Med		<u>260</u>
Electrical Technician Assistant	B22	<u>260</u>
Electrical Technician	B23	<u>260</u>
Electronics Technician Assistant	B22	<u>260</u>
Electronics Technician	B23	<u>260</u>

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CLASSIFICATION	BAND/GRADE	CONTRACTED DAYS
MAINTENANCE		
General Maintenance Worker	A13	<u> 260</u>
Heavy Equipment Operator	B22	260
HVAC Technician Assistant	B22	260
HVAC Technician	B23	260
Irrigation Mechanic/Plumber	B23	260
Lead Carpenter	B32	260
Lead Electrical Technician	B32	260
Lead Electronics Technician	B32	260
Lead Heavy Equipment Operator	B32	<u>260</u>
Lead HVAC Technician	B32	<u>260</u>
Lead Painter	B32	<u>260</u>
Lead Pest Control Operator	B32	<u>260</u>
Lead Plumber	B32	<u>260</u>
Lead Roofer	B32	260
Lead Waste/Water Operator	B32	260
Locksmith	B23	<u>260</u>
Maintenance Mechanic	B22	260
Painter	B22	<u>260</u>
Pest Control Operator	B22	260
Plumber Assistant	B22	260
Plumber	B23	260
Roofer	B23	<u>260</u>
Warehouse Assistant	B22	260
Waste/Water Operator	B24	<u>260</u>
Wastewater Operator	B23	260
•	•	
<u>MISCELLANEOUS</u>		
Bindery Worker	A12	<u>260</u>
Courier	A12	260
District Office Maintenance Mechanic	B21	<u>260</u>
Press Operator	B22	<u>260</u>
Press Operator, Sr.	B23	<u>260</u>
Print Center/Textbook Courier	A12	<u>260</u>
Small Engine Mechanic	B22	<u>260</u>
Warehouse Foreman	B31	<u>260</u>
Warehouse Manager	B32	<u>260</u>
Warehouser	A13	<u>260</u>
Warehouser, Sr.	B21	<u>260</u>

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CLASSIFICATION	BAND/GRADE	CONTRACTED DAYS
<u>CAFETERIA</u>		
Assistant Cafeteria Manager	———B21	
Cafeteria Assistant	A12	185
Cafeteria Van Driver	A13	<u>185</u>
School Food Services Support Assistant	B22	<u>260</u>
TECHNOLOGICAL SPECIALISTS		
Computer Operator	B21	<u>260</u>
Computer Services Assistant	B32	260
Computer Services Technician	B24	<u>260</u>
Data Base Specialist	C42	<u>260</u>
FIRN Technical Education Coordinator	C42	<u>260</u>
Instructional Application Specialist	C43	<u>260</u>
Network Security Specialist	C43	<u>260</u>
Network Specialist	C43	<u>260</u>
Programmer/Analyst	C43	<u>260</u>
Technical Specialist	B32	<u>260</u>
Technology Support Assistant	B22	<u>260</u>
Telecommunications Specialist	B32	<u>260</u>
Telecommunications Technician	B24	<u>260</u>
Transportation / Boundary Planning Assis	stant B22	<u>260</u>
Transportation Technology Specialist	B32	<u>260</u>

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:	September	3, 2008
THE SCHOOL DI COUNTY NEGOT		THE CLAY EDUCATIONAL STAFF PROFESSIONAL ASSOCIATION, LOCAL 7409, NEGOTIATING TEAM
Denni David S.	Adam Bresti	Helle Sight.
Robert 3	Peren	Belly D. Hatley Bell Harpen