



# **UNION CONTRACT**

**~BETWEEN~**

**THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS  
LOCAL UNION No. 79**

**~AND~**

**THE CITRUS COUNTY SCHOOL BOARD**



**JULY 1, 2018 TO JUNE 30, 2021**

**~INCLUDING~**

**THE 2018 – 2019 SALARY SCHEDULES**

## TABLE OF CONTENTS

<b>PREAMBLE .....</b>	<b>4</b>
<b>COPIES OF AGREEMENT .....</b>	<b>4</b>
<b>ARTICLE 1 - RECOGNITION.....</b>	<b>4</b>
Section 1.1 - Recognition of Parties .....	4
Section 1.2 - Membership and Activities .....	4
Section 1.3 - Unit Description.....	4
Section 1.4 - Re-Titled or Additional Classifications .....	6
<b>ARTICLE 2 - NON-DISCRIMINATION .....</b>	<b>6</b>
<b>ARTICLE 3 - MANAGEMENT RIGHTS .....</b>	<b>6</b>
Section 3.1 - General .....	6
Section 3.2 - Illustrative Rights .....	6
Section 3.3 - Emergencies .....	8
<b>ARTICLE 4 - DUES DEDUCTION .....</b>	<b>8</b>
Section 4.1 - Deduction of Union Dues .....	8
Section 4.2 - Remittance .....	8
Section 4.3 - Membership Status .....	8
Section 4.4 - Indemnity .....	8
<b>ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE .....</b>	<b>9</b>
Section 5.1 - Definition of a Grievance .....	9
Section 5.2 - Grievance Procedure .....	9
Step 1 - Informal Discussion .....	9
Step 2 - Grievance Meeting .....	10
Step 3 - Grievance Hearing .....	10
Step 4 - Arbitration .....	10
Section 5.3 - Rules Regarding Procedure .....	11
Section 5.4 - Grievance Form .....	12
Section 5.5 - Grievance Meetings and Pay .....	12
Section 5.6 - Precedent.....	12
Section 5.7 - Grievances by Non-Union Member .....	12
<b>ARTICLE 6 - SENIORITY .....</b>	<b>12</b>
Section 6.1 - Probationary Period .....	12
Section 6.2 - Seniority Definitions .....	13
Section 6.3 - Termination of Seniority .....	13
Section 6.4 - Seniority Rosters .....	14
Section 6.5 - Layoff, Recall and Bumping .....	14
Section 6.6 - Notice and Recall .....	15
Section 6.7 - Transfers Out of the Bargaining Unit.....	15

<b>ARTICLE 7 - HOURS OF WORK</b>	15
Section 7.1 - Work Day	15
Section 7.2 - Standard Work Day	15
Section 7.3 - Standard Work Week	16
Section 7.4 - Revisions	16
Section 7.5 - Overtime and Extra Duty	17
Section 7.6 - Transportation	18
<b>ARTICLE 8 - PENSION PLAN</b>	18
<b>ARTICLE 9 - UNION AFFAIRS</b>	18
Section 9.1 - Union Stewards	18
Section 9.2 - Bulletin Board	19
Section 9.3 - Union Visitation	19
Section 9.4 - Negotiations	19
Section 9.5 - Union Business	20
<b>ARTICLE 10 - HEALTH AND SAFETY</b>	20
Section 10.1 - Safe Working Conditions	20
Section 10.2 - Safety Meetings	20
<b>ARTICLE 11 - SCHOOL BOARD RULES AND POLICIES</b>	21
Section 11.1 - Compliance	21
Section 11.2 - Notice	21
Section 11.3 - Violation of a New or Amended Rule	21
Section 11.4 - Employee Representations	21
Section 11.5 - Copies of Disciplinary Action	21
Section 11.6 - Employee Response	22
Section 11.7 - Other Documents	22
Section 11.8 - Alcohol and Drug Testing	22
<b>ARTICLE 12 - DISCIPLINE</b>	22
Section 12.1 - Union Representation	22
Section 12.2 - Progressive Discipline	22
Section 12.3 - Disciplinary Notices	23
<b>ARTICLE 13 - REPLACEMENT OF PERSONAL PROPERTY</b>	23
<b>ARTICLE 14 - FILLING JOB POSITIONS</b>	24
Section 14.1 - Temporary Transfers	24
Section 14.2 - Postings	24
Section 14.3 - Awarding Open Positions	24
Section 14.4 - Holding Positions During Medical Leave	25
Section 14.5 - Temporary Assignment	25
Section 14.6 - Non-Employees	25
Section 14.7 - Annual Review	25

<b>ARTICLE 15 - GENDER .....</b>	<b>26</b>
<b>ARTICLE 16 - LEAVE.....</b>	<b>26</b>
Section 16.1 - Sick Leave.....	26
Section 16.2 - Personal Leave .....	27
Section 16.3 - Emergency Leave .....	27
Section 16.4 - Terminal Leave Pay .....	27
Section 16.5 - Line of Duty .....	28
Section 16.6 - Military Leave .....	28
Section 16.7 - Jury Duty .....	28
Section 16.8 - Leave of Absence .....	29
Section 16.9 - Other Personal Leave .....	29
Section 16.10 - Annual Leave/Vacations .....	29
Section 16.11 - Holidays .....	29
<b>ARTICLE 17 - SICK LEAVE BANK .....</b>	<b>30</b>
<b>ARTICLE 18 - COMPENSATION AND INSURANCE .....</b>	<b>30</b>
Section 18.1 - Insurance .....	30
Section 18.2 - Salaries and Hourly Rates of Pay .....	30
Section 18.3 - Percentage Pay Employees .....	31
Section 18.4 - Paid For Time.....	31
Section 18.5 - Field Trip Pay Minimum .....	31
Section 18.6 - Retroactivity .....	31
<b>ARTICLE 19 - DURATION OF AGREEMENT .....</b>	<b>31</b>
<b>ARTICLE 20 - RATIFICATION OF AGREEMENT .....</b>	<b>32</b>
<b>LETTER OF AGREEMENT .....</b>	<b>33</b>



## **PREAMBLE**

This Agreement is entered into by Citrus County School Board, 1007 W. Main Street, Inverness, Florida (hereinafter referred to as School Board) and Teamsters Local Union No. 79, 5818 E. Martin Luther King, Jr. Blvd., Tampa, FL (hereinafter referred to as Union) to establish wages, hours and conditions of employment for the Citrus School Board School Employees in the bargaining unit certified by the Public Employee Relations Commission being Certification No. RC-98-047.

## **COPIES OF AGREEMENT**

The Employer shall make this Agreement available to all Bargaining Unit members.

## **ARTICLE 1** **RECOGNITION**

### **Section 1.1 - Recognition of Parties**

The School Board recognizes Union as the exclusive bargaining representative of the employees listed in Section 1.3(a) of this Agreement for the purpose of collective negotiations with School Board pursuant to Section 447.307(3)(b), Florida Statutes. The Union recognizes the Superintendent as the exclusive bargaining agent for Citrus County School Board.

### **Section 1.2 - Membership and Activities**

Employees shall have the right to join in, or refuse to join in Union activities without illegal interference, intimidation or coercion by either the School Board or the Union. Further, all employees shall enjoy all other rights and privileges as outlined in this Agreement except as may be limited by the Florida Public Employee Law.

### **Section 1.3 - Unit Description**

A. Included Classifications. The terms "employee" and "employees" shall mean all employees of the Citrus County School Board occupying the classifications of:

Area Food Service Assistant (4 Hours)  
Assistant Food Service Manager  
Bus Aide  
Bus Operator  
Bus Operator Trainer/Instructor  
Courier  
Custodian  
Custodian Aide  
Head Custodian  
Electronics Technician-Audio Visual/Computer Equipment  
Facilities Specialist

Facilities Tech I, II, III, IV  
Food Services Assistant (4 Hours)  
Food Services Assistant (5 Hours)  
Food Services Assistant (6 Hours)  
Food Services Assistant (7 Hours)  
Groundskeeper (Seasonal)  
Health and Safety Specialist  
Journeyman Electronics Technician-Audio Visual Computer Equipment  
Journeyman Kitchen Equipment Mechanic  
Journeyman Tradesworker-Carpenter  
Journeyman Tradesworker-Electrician  
Journeyman Tradesworker-Electronics  
Journeyman Tradesworker-HVAC  
Journeyman Tradesworker-Locksmith  
Journeyman Tradesworker-Pest Control  
Journeyman Tradesworker-Plumber  
Journeyman Tradesworker-Roofer  
Journeyman Tradesworker-Skilled Craftsman  
Journeyman Tradesworker-Voice & Data Cabling Tech  
Line Mechanic  
Maintenance Helper  
Maintenance Helper-Sports Field Specialist  
Maintenance Project Foreman  
Maintenance Tradesworker  
Maintenance Tradesworker-Food Services  
Maintenance Tradesworker B Groundskeeper  
Maintenance Worker  
Maintenance Worker-Grounds  
Master Electronics Tech-Audio Visual/Computer Equip  
Master Tradesworker-Building Construction  
Master Tradesworker-Electrical  
Master Tradesworker-General Construction  
Master Tradesworker-HVAC  
Master Tradesworker-Locksmith  
Master Tradesworker-Plumbing  
Master Tradesworker-Wastewater  
Mechanic Helper  
Parts Room Manager  
Project Manager I  
Shop Foreman  
Stage Audio and Lighting Technician  
Stock Clerk I, II, III  
Training Program Leader  
Uniform Building Code Inspector  
Vehicle Maintenance Technician  
Warehouse/Delivery Worker  
Warehouse/Delivery Worker-TRC  
Warehouse Worker I  
Warehouse Worker II

B. Excluded from the Unit: All employees with a supervisory conflict of interest (including Food Service Manager II and structure and mechanical foreman), secretaries, clericals, Teacher aides, and all other employees of the Citrus County School Board.

#### **Section 1.4 - Re-Titled or Additional Classifications**

In the event(s) that the classification(s) referenced in Section 1.3(a) are re-titled or that the School Board's scope of Service is increased by the addition of any new classifications) said re-titled or added classifications would be eligible for inclusion in the unit description in Section 1.3(a), such classification(s) shall be included in this Article upon the mutual agreement of School Board and Union. Should School Board and Union be unable to agree as to the inclusion or exclusion of any such re-titled or additional classifications), the determination of such inclusion or exclusion shall be submitted to the State of Florida, Public Employees Relations Commission for resolution.

### **ARTICLE 2 NON-DISCRIMINATION**

The School Board and Union agree that they will not illegally discriminate against bargaining unit employees because of race, color, sex, national origin, religion, marital status, disability, age, Union activity or any other factor which is determined to be illegal by applicable State or Federal law.

### **ARTICLE 3 MANAGEMENT RIGHTS**

#### **Section 3.1 - General**

The School Board reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement, including but not limited to, those rights set forth in Section 3.2 below.

#### **Section 3.2 - Illustrative Rights**

Accordingly, the School Board specifically, but not by way of limitation reserves the sole and exclusive right to:

A. Direct, supervise and maintain the efficiency of all employees and operations of the School Board.

B. Take whatever action may be necessary to carry out the mission and responsibility of the School Board in unusual and/or emergency situations.

- C. To schedule and assign work to the employees and determine the size and composition of the work force.
- D. Assign work and overtime to the employees.
- E. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities and equipment to be used and to introduce new or improved services, maintenance procedures, facilities and equipment.
- F. Hire, and rehire and to determine the criteria and standard of selection for employment (including minimum qualifications).
- G. To set procedures and standard to evaluate School Board employees, job performance and to formulate and/or amend job descriptions.
- H. To determine the number, location and operation of all offices and divisions thereof.
- I. Promote and/or otherwise establish the criteria and/or procedure for promotions, and to determine the number, grade, and types of positions, in any pay plan which is or may be developed by the School Board.
- J. Terminate, demote, suspend or otherwise discipline.
- K. Determine the allocation and content of job classifications and determine all training parameters for all School Board positions, including persons to be trained and extent and frequency of training.
- L. Institute any bonus or work incentive plan and pay any wage or compensation over and above those set forth in this Agreement.
- M. Control the use of equipment and property of the School Board.
- N. To change materials, processes, products, service, equipment, production, shifts and work schedules, and methods of operation.
- O. To determine and change standards of fitness of employees to perform work.
- P. To transfer employees from job to job, either on a permanent or temporary basis.
- Q. To determine the qualifications of employees.
- R. To establish, modify or eliminate rules, regulations, policies and procedures both on a Departmental and a District-wide basis so long as they do not violate the express terms of this Agreement.
- S. To subcontract out all or any part of the functions, missions or operations.

The Superintendent and School Board shall have complete authority to exercise those rights and powers incidental thereto as they may determine to be necessary for the orderly and efficient operations of the School District; provided, the exercise is not contrary to the specific provisions of this Agreement.

### **Section 3.3 - Emergencies**

If in the discretion of the Superintendent or his designee, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane, tornado or flood conditions or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the Superintendent or his designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

## **ARTICLE 4** **DUES DEDUCTION**

### **Section 4.1 - Deduction of Union Dues**

The School Board agrees to deduct Union dues in an amount as directed by the union Secretary-Treasurer, from bargaining unit employee's wages, who execute membership dues deduction authorization cards and wish to be members of the Union, on a monthly basis, for the term of this Agreement.

### **Section 4.2 - Remittance**

The School Board shall remit monies so collected to the Union within fourteen (14) days of receipt of the billing from the Union.

### **Section 4.3 - Membership Status**

Union membership status shall be pursuant to a properly executed dues authorization card. (See F.S. 447.303). Any member can stop payroll deduction by giving written notice to the Public Employer and the Union. The Employer shall stop the deductions thirty (30) days after receipt of written notice from the employee.

### **Section 4.4 - Indemnity**

The Union agrees to indemnify and hold harmless the School Board, its agents, employees and officials from and against any claims, demands or causes of action (including but not limited to claims, etc., based on clerical or accounting errors (caused by accident or unintentional mistakes), of any nature whatsoever, including reasonable attorneys' fees, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article.

**ARTICLE 5**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 5.1 - Definition of a Grievance**

- A. Grievance shall be defined as an alleged violation or dispute over the interpretation or application of any specific provision(s) of this Agreement.
- B. Grievances may be filed by a member of the bargaining unit. Class action grievances may be filed on behalf of the membership but only by the Union Business Agent or Union Steward. Nothing in this Agreement shall be deemed to deny any individual employee the right to present grievances to the School Board without representation and to have the grievance resolved, provided that such resolution is not inconsistent with the provisions of this Agreement. A copy of any such resolution made without the Union being present will be forwarded to the Union.
- C. Alleged violations, misinterpretations or misapplication of School Board or Departmental policies, practices, procedures and regulations not specifically incorporated in the express language of this Agreement shall be subject to review under applicable School Board policy and not under this Agreement.
- D. Time limits can be extended by mutual agreement due to a conflict in scheduling.

**Section 5.2 - Grievance Procedure**

**Step 1**  
**INFORMAL DISCUSSION**

Recognizing that grievances should be dealt with as expeditiously as possible, grievances shall be processed as follows:

Within ten (10) working days of the occurrence of an alleged action, an employee who feels that he/she has a grievance shall first contact their immediate supervisor and verbally discuss the alleged grievance. The employee may request that a Union Steward be present during this discussion with the immediate supervisor.

If the matter can be resolved at this meeting, no further action will be needed.

**Step 2**  
**GRIEVANCE MEETING**

If the alleged grievance is not resolved with the immediate supervisor in Step 1, a grievance shall be filed in writing with the Director of Human Resources within seven (7) working days following the first step meeting.

Within seven (7) working days after receipt of the written grievance, the Director of Human Resources shall hold a Step 2 meeting with the grievant, and the Union Steward. In the event that no resolution of the grievance is reached during such meeting, the Director of



Human Resources shall issue a written response to the grievance within seven (7) workdays of the Step 2 meeting.

The Step 2 response shall contain the reason(s) for the decision and shall be delivered to the grievant, by hand delivery, or by U.S. certified mail with a copy forwarded to the Union Steward and the Local Union.

### **Step 3** **GRIEVANCE HEARING**

If the grievance is not resolved at Step 2, the Local Union or the employee may file the grievance with the Superintendent (or his/her designated representative) within seven (7) working days after receipt of the Step 2 written answer or the last day for the Step 2 answer, whichever occurs first.

Within seven (7) working days after receipt of the grievance appeal, the Superintendent (or his/her designated representative) shall contact the Union Representatives to set up a meeting with the Grievant, the Union Steward and the Union Representative.

In the event that no resolution of the grievance is reached during such meeting, the Superintendent (or his/her designated representative) shall issue a response within seven (7) working days of the Step 3 meeting.

Grievances protesting an unpaid suspension or discharge may be submitted at Step 3 of the Grievance Procedure.

The Step 3 response shall contain the reason(s) for the decision and shall be delivered to the grievant by hand delivery, or by U.S. certified mail, with a copy forwarded to the Union Steward and the Local Union.

### **Step 4** **ARBITRATION**

The Parties are encouraged to utilize FMCS mediation (per FMCS guidelines), if mutually agreeable to both parties. If the grievance is not resolved at Step 3, the Union has the right to proceed to Binding Arbitration as follows:

A. Within seven (7) working days of the Step 3 response, the Union shall provide to the Superintendent, a written request for Binding Arbitration, and a copy of the request filed with the Federal Mediation and Conciliation Service.

B. A copy of the written grievance shall be attached to the request for Binding Arbitration.

C. The request for Binding Arbitration shall include a request for a list of seven (7) arbitrators who are members of the FMCS.

D. Once the list of seven (7) arbitrators is received, the School Board and Union, beginning with the party requesting arbitration will alternately strike panel members until only one member remains. The sole remaining member shall arbitrate the grievance.

E. The arbitrator in his decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to the issue(s) presented to him by the parties and his decision must be based solely upon his interpretation of the meaning of the express relevant language of the Agreement.

F. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator shall be shared equally by the parties.

G. Arbitration hearings shall be conducted in Inverness, Florida unless otherwise agreed to in writing by the School Board and Union.

H. The Arbitrator shall issue his/her decision in writing to the School Board and Union within thirty (30) days of the close of the hearing or as may be mutually agreed by the School Board and Union.

I. Witnesses who are subpoenaed to testify before the Arbitrator, for either side shall be released from work assignments to testify in the proceeding without loss of pay or benefits; otherwise, each party shall be responsible to pay its own witnesses.

### **Section 5.3 - Rules Regarding Procedure**

A. No grievance shall be entertained or processed under this Article unless it is submitted within the time limits set forth in Section 5.2.

B. Grievances not presented within the time limits set forth in Section 5.2 or within mutually agreed extension shall be deemed to have been abandoned by the grievant and the Union. The School Board fails to answer a grievance within the time limits provided in Section 5.2 or within the mutually agreed upon extension, the grievance may be moved by the grievant (Union) to the next step.

C. The term workdays shall refer to days Monday through Friday.

D. Time limits can be extended by mutual agreement, due to a conflict in scheduling

### **Section 5.4 - Grievance Form**

Any grievance presented under this Article shall be on a uniform grievance form and shall contain the name and address of the grievant, the nature of the grievance, the acts giving rise to the grievance and specific provisions of this Agreement or of applicable law allegedly violated and the remedy requested.

### **Section 5.5 - Grievance Meetings and Pay**

Grievance meetings conducted under this Article shall be held at times mutually agreeable to the School Board and the Union and as much as practicable shall be held during scheduled work hours. The grievant and any other employee(s) whom the School Board and the Union mutually agree are necessary to the resolution of the grievance shall suffer no loss of pay for scheduled work hours lost while attending grievance meetings; otherwise, the parties shall be responsible for the compensation of those attending the meeting.

### **Section 5.6 - Precedent**

In order to encourage prompt resolution of grievances, agreements and compromises of grievances made under Section 5.2 shall not be cited by either party as precedent in any subsequent arbitration or other proceeding, whether judicial or administrative, without the consent of the other party.

### **Section 5.7 - Grievances by Non-Union Member**

When the Union refuses to process a grievance for an employee because of the employee's non-membership in the Union, the employee shall have the right to process a grievance under this Agreement, but cannot require arbitration of the grievance unless the law requires otherwise, in which event, the employee shall have all the rights and assume all the burdens, limitations and obligations, including financial obligations, of the Union under this Article and any other Article that may apply to his/her grievance.

## **ARTICLE 6** **SENIORITY**

### **Section 6.1 - Probationary Period**

A. Newly hired employees shall be considered probationary employees until they have been employed for ninety (90) workdays. At the end of his/her probationary period, each new employee shall be placed on the School Board Seniority List as of the date of his/her original employment. During the probationary period, the Employer may suspend, transfer or terminate the new employee without cause, except for lawful Union activities. Upon completion of the probationary period, the employee will be considered a "just cause" employee for the remainder of the contract year.

B. The first two (2) years of employment the employee will be recommended on an annual basis. Annual reappointment will occur prior to 30 calendar days of the last workday in each fiscal year. To be counted as a fiscal year of work, the employee must have worked one day more than  $\frac{1}{2}$  of the total workdays in that fiscal year. The fiscal year runs from July - June 30 each year. If the employee does not work one (1) day more than  $\frac{1}{2}$  of his/her workdays in that fiscal year, that year will not count as one of the two annual years of service. The employee may be non-reappointed without cause for those first two (2) years. If reappointed after the two (2) year period, the employee will be considered a continuing contract employee unless there is cause for a recommendation for termination.

If the Union and management agree, a 3<sup>rd</sup> year annual contract may be offered in extenuating circumstances.

### **Section 6.2 - Seniority Definitions**

A. School Board Seniority. As used in this Agreement, the term "School Board seniority" or "seniority" shall mean an employee's length of continuous service with Citrus County Schools as a full time employee in a bargaining unit position.

B. Classification Seniority referred to as "Classification" or "Job Classification" seniority shall be the time that an employee has worked in a specific classification in the Bargaining Unit since his/her last date of hire or date of transfer into such classification.

### **Section 6.3 - Termination of Seniority**

An employee's seniority shall be terminated for the following reasons:

- A. Termination during the initial probationary period.
- B. Discharge for just cause or voluntary resignation or retirement.
- C. Failure to return to work within fourteen (14) calendar days after receipt of notification of recall from layoff by the School Board; and
- D. Layoff in excess of twenty-four (24) consecutive months since the employee's last day worked for School Board or a period exceeding the length of the employee's seniority, whichever is less.

### **Section 6.4 - Seniority Rosters**

The School Board shall maintain, keep current and furnish the Local Union with a School Board Seniority and a Classification Seniority List on or about December 1 of each year.

### **Section 6.5 - Layoff, Recall and Bumping**

A. Layoff.

1. Layoff shall be determined by the Superintendent according to Classification Seniority as defined in Article 6.2 (B) of this Agreement, provided all skills, qualifications and evaluations are reasonably equal, then School Board Seniority as defined in Article 6.2 (A) of this Agreement shall be the deciding factor in determining who is selected for layoff.

2. Employees who are slated for layoff, and the Union, shall be notified at least fourteen (14) calendar days prior to the effective date of any layoff.

B. Recall.

1. Recall from layoffs shall be in reverse order of the layoff with the most senior employee being recalled first.

2. Employees who are recalled to work shall have the recall notice sent to their last known address by certified mail and shall have seven (7) calendar days from the receipt of said notification of mailing to their last address in School Board records, whichever first occurs, in which to notify the District of their intention to return to work. They shall return to work within fourteen (14) calendar days of said receipt of notification or they will forfeit their seniority as terminated.

C. Bumping.

Should the least senior employee in a Teamster classification be a person who has been transferred or promoted into the classification where the lay-off is taking place, and be selected for layoff, the employee will have the option of accepting the layoff or returning to their previous Teamster classification and seniority provided he/she has more Teamster classification seniority than the least senior employee by job classification in the job into which he/she seeks to bump. Should one or more employees who might be affected by a layoff have the same classification seniority date then total seniority with Citrus County School District (as defined in Article 6.1 (A)) shall be used.

**Section 6.6 - Notice and Recall**

A. Employees who are slated for layoff, and the Union shall be notified at least fourteen (14) calendar days prior to the effective date of any layoff.

B. Employees who are recalled to work shall have the recall notice sent to their last known address by certified mail and shall have seven (7) calendar days from the receipt of said notification or mailing to their last address in School Board records, whichever first occurs, in which to notify the District of their intention to return to work. They shall return to work within fourteen (14) calendar days of said receipt of notification or they will forfeit their seniority as terminated.

**Section 6.7 - Transfers Out of the Bargaining Unit**

Teamster bargaining unit members who accept a transfer or promotion to a Citrus County School Board position that is outside of the Teamsters bargaining unit will have their seniority frozen at the time they leave the classification. In the event an employee returns to their former classification in the Teamsters bargaining unit, their seniority in that classification shall resume from the point they left and had their seniority frozen.

**ARTICLE 7**  
**HOURS OF WORK**

### **Section 7.1 - Work Day**

A "work day" is a period of twenty-four (24) hours beginning at 12:00 midnight and ending at 12:00 midnight on the following day.

### **Section 7.2 - Standard Work Day**

A. A "standard work day" for traditional 40-hour per week employees covered by this Agreement shall consist of eight (8) consecutive hours.

B. A "standard work day" for Bus Operations in the Transportation Department shall consist of four (4), five (5), six (6), and seven (7) hour minimum length routes, which may be split between morning and afternoon shifts. The District will agree to maintain a minimum of 55% of all routes as five (5) hour or more routes, the remaining routes (45% or less) may be maintained as four (4) hour or more routes. An Operator's "Daily Contract Hours" (DCH) shall be determined by the length of the route that was awarded to him/her. The DCH are rounded to the quarter hour based on the standard eight (8) minute rule. The guaranteed minimum hours shall be determined as follows:

<u>DCH</u>	<u>Minimum Daily Guarantee</u>
Less than 5.0	Four (4) Hours
5.0 – 5.75	Five (5) Hours
6.0 – 6.75	Six (6) Hours
7.0 or more	Seven (7) Hours

Operators must work the Minimum Daily Guarantee hours in order to be paid the Minimum Daily Guarantee.

At the start of a new school year, Operators will be paid based upon the DCH of the previous year until the DCH are adjusted for the new school year, which will occur within eight (8) weeks following the first day of school. The exact date shall be determined by the Director of Transportation. At that time, the Minimum Daily Guarantee will also be determined for the new school year. Operators shall have the option to have their DCH adjusted to their new route times and/or to their minimum guarantee prior to the start of school, if desired, by completing the appropriate form.

After the DCH are adjusted for the new school year, they will be adjusted throughout the remainder of the year any time an Operator's route times change by thirty (30) minutes or more, without changing the Minimum Daily Guarantee. The DCH will not be changed/adjusted during the last five (5) weeks of the school year.

C. An Operator who is removed from their route by management will be guaranteed his/her minimum guaranteed hours per day for the remainder of the current school year in which he/she was removed, provided he/she works the hours. Should the Operator apply for and be awarded another route prior to the end of the school year, the minimum guarantee for that route will then apply.



D. If an Operator's route is eliminated or significantly reduced due to a route consolidation, restructuring, or a loss in student population, the Operator will have the option to stay on the route and will be guaranteed his/her minimum hours per day for the remainder of the current year in which the change took place, provided he/she works the hours, or he/she will have the option to move to a lower route minimum, and be guaranteed that route's minimum, provided he/she works the hours. The Operator also has the right to become a Displaced/Relief Operator. Should the Operator apply for and be awarded another route prior to the end of the school year, the minimum guarantee for that route will then apply.

E. Bus Operators with excess route time will be expected to be productively working while remaining on the clock to meet their minimum hour guarantee, which will include performing extra duty responsibilities to include but not be limited to: completing route paperwork; making parent calls; assisting with fueling buses; cleaning the inside of the employee's assigned bus; attending trainings; attending meetings; performing miscellaneous clerical tasks or other related duties. Should a bus operator want to clock out and reject extra work duty, they will be able to do so with permission from their supervisor.

F. A "standard work day" for all other employees is a "scheduled" day of work within a workweek.

G. Out of zone bus stops (i.e. McKinney-Vento, McKay, ESSA, etc.) added to a bus route that add thirty (30) or more minutes to the route will be added the Operator's DCH after remaining on the route for a minimum of ten (10) school days. Subsequent adjustments will be made to the DCH if those stops are removed from the route and route times are reduced thirty (30) minutes or more. Out of zone bus stops are added to the closest geographical bus routes whenever possible. In the event the mileage is within three (3) miles, seniority will prevail.

H. When a shuttle that occurs every day school is in session is awarded/assigned to an Operator, the shuttle time shall be added to the Operator's DCH provided the time exceeds thirty (30) minutes. Subsequent adjustments will be made to the DCH if the shuttle changes and the time are reduced by thirty (30) minutes or more

### **Section 7.3 - Standard Work Week**

A standard "work week" shall consist of five (5) "standard work days" Monday through Friday. A non-standard workweek may be established as deemed necessary, however a minimum of two (2) weeks advance notice of any work week changes shall be given to employees and the Union shall be notified of the same, except in emergency situations in which case as much notice as possible shall be provided.

### **Section 7.4 - Revisions**

A. The parties recognize that the work hours and schedules of employees in the bargaining units are not uniform by the nature of the duties that each of the classifications are required to perform. It is not the intent of this Agreement, Article or Section to reduce

the work hours, schedules or wages of the bargaining unit employees below those in effect prior to signing of this Agreement.

B. Significant change(s) to a job position such as: (a) number of work hours or (b) job description responsibility (c) major shift changes (4 hours or greater may shall result in the creation of a "new" position that requires that it be posted, unless such posting creates an operational burden on the Employer). These changes will be discussed with the Union. Management retains its rights to have flexibility to make reasonable changes to start and end times of shift, routes/runs within each job position, however a minimum of two (2) weeks advance notice shall be given to employees for changes made to start times, excluding bus route start and end times.

#### **Section 7.5 - Overtime and Extra Duty**

A. Employees are to report all hours worked. Employees should not begin work before the beginning of their schedule or after the end of their schedule without permission; however, if they do perform work before or beyond their schedule, they are to report it as hours worked on their time sheet or record. Overtime will be authorized or directed only when it is in the interest of the School Board and is the most practical and economical way of meeting workloads or deadlines.

B. All bargaining unit employees shall be paid time and one-half their regular hourly rate of pay for all hours worked in excess of forty (40) in a workweek or given comp time in accordance with School Board policy and procedure.

C. Employees shall be required to work overtime when assigned unless excused by the Supervisor. An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit a request to the immediate supervisor.

D. Seniority shall prevail when assigning extra duty assignments and shuttles (not including field trips) within the Transportation Department, except when:

1. Assigning to an Operator who has a route that is less than the minimum, provided the assignment does not exceed one (1) hour past the minimum.

2. The Operator will incur overtime.

3. The need for the assignment occurs without enough time to follow the bidding procedure. Repeat assignments that originally occur without enough time to follow the bidding procedure may be temporarily assigned, but for not more than five (5) days to allow time for the completion of the bidding process. Extra duty assignments and shuttles shall be posted for bidding as soon as possible.

#### **E. Field Trips**

1. Field trips that occur outside of regular route times (those that do not interfere with an Operator's regular assignments) will be assigned on a rotating basis starting with the most senior Operator. When an Operator is next in line on

rotation and cannot perform the field due to an hour's restriction, he/she will remain as next in line for subsequent field trip work assignments. The following exceptions may apply:

- a. If the Operator will incur over time by being assigned the trip.
- b. If the need for a field trip occurs without enough time to follow the prescribed process, management reserves the right to assign the field trip to any available Operator.

3. Field trips that occur during regular route times or those that cross over route times and would prevent an operator from completing his/her assigned routes and/or extra driving assignments will be assigned to substitute bus operators.

F. Extra driving assignments and field trips are considered regular work assignments. Operators accepting those assignments are subject to disciplinary action for failure to successfully perform them.

G. Copies of completed documentation for shuttle assignments, extra duty assignments and field trips offered/awarded, including trip tickets for last minute trip assignments to Operators, shall be provided to the Union Steward at the location of the assignment on a weekly basis.

#### **Section 7.6 - Transportation**

##### **A. Inspections**

In addition to their daily route time, Bus Operators shall perform and be compensated for pre-trip and post-trip inspections and related paperwork by adding a minimum 35 minutes daily at the driver's applicable rate of pay for the job being performed. Bus Operators who are required to leave their bus unattended for a period of thirty (30) minutes or more shall be required to perform and be compensated for an additional pre-trip inspection at the applicable rate of pay for the job being performed. While on field trips Bus Operators are required to perform a pre-trip inspection prior to the scheduled departure time from the field trip destination if their bus was left unattended for any period of time.

##### **B. Dexterity Tests**

Bus Operators required to perform a dexterity test for the District shall be compensated for fifteen (15) minutes at the extra duty/non-driving rate of pay.

### **ARTICLE 8** **PENSION PLAN**

The School Board will continue to provide all employees the Florida State Pension Plan,

provided they meet the eligibility requirements for participation, with no cost to the employee.

## **ARTICLE 9** **UNION AFFAIRS**

### **Section 9.1 - Union Stewards**

The term "Union Steward" as used in this Agreement shall mean Union employees covered under this Agreement who have been designated by the Union to investigate grievances and represent bargaining unit members at grievance hearings and other employee representation as outlined in this Agreement, when they have been selected as the employee's representative. The Union shall be allowed a reasonable number of employee Union Stewards. The School Board shall make reasonable accommodations for designated Stewards to take part in the following activities

1. Grievance Proceedings and Hearings
2. Disciplinary Procedures
3. Representation of Bargaining Unit Members at grievance or disciplinary proceedings
4. PERC Hearings
5. Arbitration Proceedings
6. Contract related Court Proceedings

### **Section 9.2 - Bulletin Board**

The Union shall be permitted use of a bulletin board designated by the principal or immediate supervisor for posting matters relating to union business in each school or cost center. Copies of all posting materials shall be provided to the principal or immediate supervisor prior to posting. All bulletin board postings shall be signed by an officer of the Union.

Materials which are derogatory, abusive, or critical about any person, or School Board policy, practice, employees or officials, are intemperate in language and/or are not related to legitimate Union business, or which are factually inaccurate, will not be approved and if posted without advance approval will be removed. The bulletin board may not be used for any political purpose or to support or oppose any political candidate or issue; provided however, it may be used for internal elections held by the Union among its membership.

### **Section 9.3 - Union Visitation**

The Union shall have reasonable access to the work site for the purpose of conferring with the Human Resources Director and the Union Steward. Prior notice shall be given to the site Administrator.

While permission shall not be unreasonably withheld, it shall not be granted at times when it would interfere with the safe and efficient operation of the School Board.

### **Section 9.4 - Negotiations**

Up to six (6) employees designated by Union shall be granted leave with pay for meetings at times mutually agreed to by the School Board and Union for the purpose of collective bargaining negotiations.

Should the Union determine that additional bargaining unit persons are needed, the Union will reimburse said employees (above 6) for lost wages. A request for leave without pay must be submitted to the immediate supervisor at least five (5) days prior to the date of absence.

### **Section 9.5 - Union Business**

The School Board shall grant a total of twelve (12) days per year of leave with pay for the Union Stewards for Union Business. The cost of a substitute employee, if any, will be paid by the Union.

The School Board may grant additional days of leave without pay for Union Stewards for official Union Business, upon request of the Local Union.

Permission to use leave with pay under this Section shall be considered by the Immediate Supervisor upon receipt of a written request from the Local Union. The request shall specify the person requiring leave, the amount of leave required and the purpose of such leave.

Permission to use leave under this Section shall not be unreasonably withheld by the School Board, but it shall be granted at times when it would least interfere with the safe and efficient operation of the School Board.

## **ARTICLE 10** **HEALTH AND SAFETY**

### **Section 10.1 - Safe Working Conditions**

School Board and Union agree to cooperate to the fullest extent in the promotion of safety in the Citrus County Schools. If an employee becomes aware of a job-related safety hazard, he/she will immediately report it to their immediate supervisor. No employee shall be required to work in a manner that jeopardizes his/her personal safety. In the event

there is a dispute between the affected employee and his/her immediate supervisor, the employee shall have the right to request a review from the next level up in the chain of command.

#### **Section 10.2 - Safety Meetings**

The representatives designated by the School Board will meet with the Local Union semi-annually (schedule permitting) to discuss topics of concern. One representative from each classification will be scheduled to address the concerns of their particular classification, i.e., bus drivers, mechanics, maintenance, custodial, and food service. In the event an issue of major concern arises, another meeting can be scheduled by mutual agreement.

### **ARTICLE 11** **SCHOOL BOARD RULES AND POLICIES**

#### **Section 11.1 - Compliance**

Bargaining unit employees shall comply with all rules, regulations, policies, procedures and operating bulletins of the School Board, and any amendments thereto.

#### **Section 11.2 - Notice**

The Local Union shall be forwarded a copy of all current and amended written rules, regulations and policies and procedures pertaining to bargaining unit employees and copies of all changes shall be forwarded to the Local Union and provided to all bargaining unit employees.

Nothing herein shall restrict the School Board from implementing any new or amended rule, regulation, policy or procedure prior to the Union receiving a copy if operational necessity or emergency requires earlier implementation.

#### **Section 11.3 - Violation of a New or Amended Rule**

No disciplinary action will be taken for a violation of a new or amended rule, regulation, policy, procedure, or operating bulletin until forty-eight (48) hours after communicating the new or amended rule, regulation, policy, procedure, or operating bulletin to the employees and the Local Union.

For the purpose of this Article, communication of such new or amended rule, regulation, policy, procedure, or operating bulletin shall be via email, telephone, briefing, bulletin board posting, personal distribution, fax or any other effective means.

#### **Section 11.4 - Employee Representations**

Employees have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. In cases where the circumstances and nature of an employee's misconduct does not require suspension



and/or immediate recommendation for dismissal, a progressive discipline procedure may be utilized.

#### **Section 11.5 - Copies of Disciplinary Action**

There shall be no disciplinary actions entered into the employee's personnel file without the employee being made aware of such action. Upon request employees shall be given a copy of any notice or report of disciplinary action that are placed in the employee's personnel file.

#### **Section 11.6 - Employee Response**

Employees shall be allowed to review their own Personnel files upon written advance notice to the Director of Human Resources and a copy of said Personnel file shall be made available to the employee upon request. Employees shall be given the opportunity to answer any derogatory document or memo placed in his/her personnel file by filing an answer in writing and submitting it to the Director of Human Resources within ten (10) days of knowledge of said document or memo who shall place the answer along with the referenced document or memo in the file.

#### **Section 11.7 - Other Documents**

Except for official court documents or arrest records which would effect employment, documents which are not part of the employees Personnel File may not be used as a basis for disciplinary action (progressive discipline) nor shall any document that is not part of the employees personnel file be used in any hearing or administrative procedure in which the employees personnel file is used or relied on by management unless the Union or the grievant refers to it or proceeding.

#### **Section 11.8 - Alcohol and Drug Testing**

While abuse of alcohol and drugs among employees is the exception rather than the rule, the School Board and Union share a common concern that alcohol may have, and illegal controlled substances do have an adverse effect on an employees' ability to perform his/her duties and to provide protection for the students, the public, and fellow employees.

To this end the School Board and Union have agreed to maintain a policy which is consistent with applicable law and insures employees\* legal rights are protected, and the welfare of the employee, the School Board, the Citizen and Students of Citrus County are maintained at the highest standards possible.

### **ARTICLE 12** **DISCIPLINE**

#### **Section 12.1 - Union Representation**

Employees have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result.

### **Section 12.2 - Progressive Discipline**

In cases where the circumstances and nature of an employee's misconduct does not require suspension and/or immediate recommendation for dismissal, a progressive discipline procedure may be utilized as outlined herein:

A. In the event an employee's behavior should require corrective action by the supervisor, the first step for the supervisor is to explain the inappropriate or ineffective behavior, either verbally and/or in writing, and prescribe a remedy for the correction. If the deficiency continues, the supervisor may provide a reprimand that clearly specifies the expectation of the supervisor for that employee.

B. If a written reprimand is used, a plan for improvement may be created clearly outlining the behaviors to be corrected, the correction to be made, what training, if any, should be offered and a time for completion of the plan. Periodically during the time of the plan's implementation and at the plan's completion, the performance of the employee will be assessed and documented and, if appropriate, modifications will be made.

C. If the employee fails to meet the expectations of the plan, written notification will be provided. In such cases, a recommendation for dismissal, reassignment, or demotion may be forwarded to the Superintendent and the School Board.

D. Use of electronic devices for personal use, which include but are not limited to, cell phones tablets, blue tooth, etc., while performing safety sensitive functions, such as performing pre and post trip inspections; while driving the bus with or without students; when students are loading, unloading, or crossing the street; and/or when students are on board will result in disciplinary action, up to and including a recommendation for termination.

This does not include use of such devices during an Operator's down time, when he/she is not responsible for student safety.

### **Section 12.3 - Disciplinary Notices**

A. Notification of possible disciplinary action will be given to the employee within ten (10) days, after such offense is made known to the employer.

B. Copies of disciplinary notices will be provided to the employee and the Union Steward at the time of issuance, upon request.

C. In reference to an employee discipline file, all notices of discipline & commendation shall have no bearing after a period of five (5) years has elapsed from the date of the issuance with the exception of disciplinary suspensions

**ARTICLE 13**  
**REPLACEMENT OF PERSONAL PROPERTY**

The School Board will follow the procedure for filing with workers compensation, for employees who have damage to eyeglasses, contact lenses, and dental equipment, etc. In the event personal effects are damaged in the performance of the employees assigned duties, an incident report will be submitted to the immediate supervisor, and or designated representatives of the School board. Personal effects will be described in the incident report.

**ARTICLE 14**  
**FILLING JOB POSITIONS**

**Section 14.1 - Temporary Transfers**

When necessary, for operational purposes, to transfer employees on a temporary basis between work locations, such transfers shall be considered work assignments, and are within the discretion and prerogatives of the Superintendent.

**Section 14.2 - Postings**

**A. Job Postings**

Should there be a need to permanently fill a vacancy in a classification within the bargaining, the position shall be posted on the employer's website for no less than (5) five business days to give interested employees an opportunity to apply for the position. Postings made within two (2) weeks prior to and within two (2) weeks after the first day of school for students, shall be posted on the Employer's website for no less than three (3) business days and will be updated daily as needed.

**B. Bus Route Postings**

Vacant or newly created bus routes shall be posted at each transportation location for no less than five (5) business days. Bus route postings made within two (2) weeks prior to and within two (2) weeks after the first day of school shall be posted at each transportation location for no less than three (3) business days and will be updated daily as needed.

Employees interested in posted routes may apply for the route posting by signing up for the posting in person or by contacting the transportation office via telephone.

Route postings made prior to the annual Bus Operator Safety Training and Orientation will be posted for no less than five (5) business days prior to the first day of the annual Bus Operator Safety Training and Orientation. Bus Operators will be permitted to apply for the postings through the lunch break of the first day of the annual Bus Operator Safety Training and Orientation, and those routes will be awarded following said lunch break.

### **Section 14.3 - Awarding Open Positions**

A. Provided that all skills, qualifications, and evaluations of the applicants are reasonably equal as recommended by the Cost Center Director, the employee's School Board Seniority shall be the determining factor when awarding the position.

B. If the Cost Center Director has determined there are no applicants qualified for the position, external applicants will be considered.

#### **C. Bus Routes**

Upon being awarded a posted route, a regular Bus Operator will have a trial period of five (5) working days for the purpose of choosing to stay on the awarded route or to return to their former route. The operator's former route will be held open for up to five (5) days pending this decision.

If the Bus Operator rejects the newly awarded route, the next most senior Bus Operator who signed the posting will be awarded the route.

Bus Operators will not be permitted to change bus routes (following the application and selection procedure) more than one (1) time per semester.

D. When an Operator's assigned bus route is changed in length by more than one (1) hour, and/or by more than fifty percent (50%), the Operator has the option to remove him/herself from the route and become displaced. The route will then be treated as an open/vacant or new route. A displaced Operator will act as a relief Operator and will be guaranteed his/her minimum guarantee of hours provided he/she works the minimum guaranteed hours for the remainder of the school year in which his/her route was changed or until such time as he/she applies for and is awarded a different route.

### **Section 14.4 - Holding Positions During Medical Leave**

Bargaining unit employees shall retain their bid position, route or shift in the event of absence caused by a medical leave or FMLA event for a period of no less than sixty (60) working days from the date the excused leave was activated.

### **Section 14.5 - Temporary Assignment**

While the procedure covered by 14.2 above is being completed, the Superintendent may fill the position as he sees fit.

### **Section 14.6 - Non-Employees**

The Union and the Superintendent wholly support the concept of promotion from the within, however, in some instances that cannot be done because of the absence of qualified bidders for an opening. Therefore, should the process set forth in Section 14.2 not produce one or more bidders whom the Superintendent considers sufficiently well

qualified to perform all the duties of the job, the Superintendent may fill the vacancy as he sees fit.

**Section 14.7 - Annual Review**

Any annual review will be issued and discussed in the presence of a third person (a bargaining unit member) when requested.

**ARTICLE 15**  
**GENDER**

If the pronoun "he" is utilized in this Agreement, such pronoun shall refer to persons of either sex.

**ARTICLE 16**  
**LEAVE**

**Section 16.1 - Sick Leave**

A. Defined - Any Support Personnel employed by the Board who is unable to perform his/her duties because of personal illness, or because of illness or death of father, mother, brother, sister, spouse, child or other close relative, or member of his/her own household shall be entitled to leave with pay during the period of this absence provided that the days claimed for compensation do not exceed the number of days accumulated leave. The Support Personnel may elect to use sick leave in quarter-hour increments when necessary.

B. Accumulation - There is no limit to the number of sick leave days a Support Person may accrue. At least one-half of the cumulative leave must be established within Citrus County.

C. Allocation - Each Support Person shall be entitled to four (4) days sick leave as of the end of the first month each contract year. Thereafter, he/she shall earn one day of sick leave for each month of employment, which shall be credited to that Support Person at the end of each month. Provided that no Teamster support employee shall be entitled to earn more than one (1) day of sick leave time multiplied by the number of months of employment during the year. This sick leave shall not be used prior to the time it is earned and credited.

D. Transfer of Leave

1. Citrus County will accept cumulative sick leave from other Florida county school systems as provided by law. Support Personnel must request the county in which the leave was accumulated to certify to the Citrus County Superintendent the number of days of sick leave the Support Person has accumulated.

2. A district employee may authorize his or her spouse, child, parent or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave shall have no terminal value. Specific procedures for transfer and utilization of sick leave days by family members shall be established by the Personnel and Finance Departments.

E. Excess Day's Illness - Absence because of illness beyond accumulated sick leave is considered personal leave without pay, unless covered by the sick leave bank.

F. Family Medical Leave - Employees will be granted medical leave under the FMLA as per Federal Guidelines.

### **Section 16.2 - Personal Leave**

Support Personnel may use up to six (6) days of accrued sick leave for personal reasons each year provided:

A. Application for such leave is approved not less than three (3) days prior to the time requested

B. The application clearly indicates the leave request is for personal leave with pay.

C. The personal leave is not cumulative.

### **Section 16.3 - Emergency Leave**

Support Personnel may use up to two (2) days of the six (6) personal leave days cited in Section 16.2 for emergencies such as unavoidable personal business provided that:

A. Application for such leave is approved by the principal of the school and the Superintendent in advance of the requested leave. When prior approval is not practical, notice shall be given to the principal and approval sought upon return. Except in the case of fraud and/or continued abuse of this Section, should the leave request be denied, the employee may only be denied pay for such absence.

B. The application clearly indicates the leave is to be emergency leave charged to accrued sick leave.

C. The emergency leave is not cumulative.

### **Section 16.4 - Terminal Leave Pay**

Terminal leave pay is granted to Support Personnel in the Citrus County School System according to Florida Statute as follows: Terminal pay to Support Personnel at normal retirement, or to his/her beneficiary if service is terminated by death, such terminal pay



not to exceed an amount determined as follows: During the first three (3) years of service the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave; during the next three (3) years of service the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave; during the next three (3) years of service the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave; and during and after the tenth (10th) year of service the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave. For Support Personnel who have 20 or more years of service the amount of terminal pay will be 90 percent of the daily rate of pay times the number of days of accumulated sick leave.

#### **Section 16.5 - Line of Duty**

Leave is granted according to law when Support Personnel are absent from duty because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school/site work and shall not count as sick leave. Such leave is granted up to a maximum often (10) days for each instance.

#### **Section 16.6 - Military Leave**

Military leave, for Support Personnel in the Reserves or National Guard, will be granted with pay, according to law.

#### **Section 16.7 - Jury Duty**

An employee of the school board who is summoned for jury/witness duty shall be granted temporary duty leave according to School Board Policy 6.554.

A. An employee of the School Board who is summoned as a member of a jury panel may be granted temporary duty leave. Any jury fees may be retained by the employee. The School Board shall not reimburse the employee for meals, lodging and travel expenses incurred while serving as a juror.

B. An employee who is subpoenaed as a witness, not involving personal litigation, may be granted temporary leave. Any witness fees may be retained by the employee. The School Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a witness.

When an employee is subpoenaed in line of duty to represent the School Board as a witness or defendant, he/she may be granted temporary duty leave, since his/her appearance in such case shall be considered a part of his/her job assignment. The employee may retain any fees received from the Court. In the event no fees are received from the court, he/she may be paid *per diem* and travel expenses.

C. In no case shall temporary duty be granted for court attendance when an employee is engaged in personal litigation. In such cases, an employee may request personal leave.

D. In cases where temporary leave is granted, the employee must report to work if jury duty is canceled or ends prior to the end of the workday.

#### **Section 16.8 - Leave Of Absence**

A. Personal leave on annual contract - Leave of absence is granted to Support Personnel on annual contract with or without promise of re-employment at the discretion of the Board.

B. Personal leave on continuing contract - Support Personnel may be granted a leave of absence for up to one year for Military, Educational, Illness or Maternity reasons. Up to a year's Personal Leave of Absence may be granted on the recommendation of the Superintendent at the discretion of the School Board.

#### **Section 16.9 - Other Personal Leave**

Except as otherwise provided herein, all personal leave shall be without pay.

A. Non-Educational Meetings - Absence from duty for the purpose of attending a non-educational meeting is personal leave.

B. Approval - Prior approval of the Principal and Superintendent are required for the authorization of personal leave.

#### **Section 16.10 - Annual Leave/Vacations**

Support Personnel who are employed on twelve (12) month contracts shall accrue annual leave, exclusive of holidays, with compensation as follows:

A. One day per month for less than five (5) years of full time service in the District

B. One and one-fourth (1 1/4) days per month for five (5) years or more of full time service in the District

C. One and one-half (1 2) days per month for ten (10) years or more of full-time service in the District.

Annual leave shall accrue at the close of each month and shall not be accrued to exceed sixty (60) days as of June 30 of each year. Employees shall be encouraged to use accrued annual leave on an annual basis.

Accrued annual leave may be used in lieu of other types of leave.

#### **Section 16.11 - Holidays**

Employees who do not qualify for holiday pay under the District policy for holidays in effect at the time of ratification (i.e. those employees working less than 251 days per

year) shall be granted holiday pay for Thanksgiving Day equal to their contract hours, effective July 1, 2016.

## **ARTICLE 17**

### **SICK LEAVE BANK**

Support Personnel may participate, on a voluntary basis, in any sick leave bank which is established by the Board. The Sick Leave bank Committee shall meet semi-annually to review the operations of the Sick Leave Bank. Citrus County School Board will develop a memorandum to all employees indicating whether they are in the Sick leave Bank or not. The procedures for the Sick Leave Bank will be attached to the memorandum.

## **ARTICLE 18**

### **COMPENSATION AND INSURANCE**

#### **Section 18.1 - Insurance**

The Board's contribution shall be \$540.00 per month (\$270.00 per check) toward the insurance program for those employees in the bargaining unit who elect to participate in the health insurance program which becomes effective in the school system on January 1, 2019, with payroll deductions beginning December 14, 2018. In the instance when an employee and the employee's spouse are both employees covered by this agreement, the Board agrees to contribute the same amount per month on behalf of each employee, without regard to whether one of the two is covered as a dependent, provided such payment does not exceed the amount of the health insurance premium.

Employees on approved leave may continue the insurance benefits they enjoyed at the commencement of said leave for a period of one (1) calendar year from the commencement provided the employee pays all premiums due with no contribution or participation by the employer.

The Employer shall only be required to provide one (1) physical examination per school year for employees who elect not to participate in the Citrus County School Board health insurance plan. Any subsequent/follow-up visits required of such employees (non-plan participants), to pass the Department of Transportation examination requirements shall be at the expense of the employee.

#### **Section 18.2 - Salaries and Hourly Rates of Pay**

On July 1, 2018, all Classified Hourly bargaining unit employees in Steps 1 through 18 shall receive a one (1) level step increase in pay as outlined in the attached Classified Hourly/PT Salary 2018-2019 Wage Schedule which has been adjusted for a 1.25% increase from the previous school year. Employees who advance to, or who remain in the Top Scale - Step 19 rate of pay, shall receive the Step 19 rate of pay which has been adjusted for a 2.75% increase from the previous school year.

On July 1, 2018, all Professional Technical bargaining unit employees in Steps 1 through 16 shall receive a one (1) level step increase in salary as outlined in the attached Classified Hourly/PT Salary 2018-2019 Wage Schedule which has been adjusted for a 1.25% increase from the previous school year. Employees who advance to, or who remain in the Top Scale - Step 17 rate of pay, shall receive the Step 17 rate of pay which has been adjusted for a 2.75% increase from the previous school year.

### **Section 18.3 - Extra Duty/Non-Driving Pay**

Bus operators shall be paid \$12.00 per hour for all extra duty and non-driving work performed outside his/her minimum hour guarantee. It is understood that all work previously paid at the driver's applicable level rate of pay shall continue to be paid at the applicable level rate of pay.

### **Section 18.4 - Field Trip Pay Minimum**

Bus Operators shall be paid \$12.00 per hour for all field trips and paid for a minimum of two (2) hours for field trip assignments that are cancelled thirty (30) minutes or less prior to the driver's required clock in time, with no required work to receive the minimum.

### **Section 18.5 - Retroactivity**

The School Board agrees to compensate bargaining unit employees with all monetary increases contained herein retroactive to the date of commencement, excluding the increase in Extra Duty/Non-Driving Pay, as outlined above in Section 18.3, which shall become effective November 19, 2018.

## **ARTICLE 19** **DURATION OF AGREEMENT**

A. This Agreement shall commence on July 1, 2018. This agreement shall thereafter continue in full force and effect until midnight on the 30th day of June, 2021.

B. Not less than one hundred twenty (120) days before July 1, 2019, July 1, 2020, and July 1, 2021, either party may notify the other in writing of its intention to open the contract. Notice by one party shall entitle the other party to notify in writing that it intends to reopen the contract but said notice must be delivered or mailed within ten (10) calendar days of the receipt of the initial notice.

C. Absent of mutual agreement only the following shall be subject to reopening during the term of this agreement:

1. Compensation and Insurance (Article 18), and all other economic provisions,
2. One contract Article selected by each party,
3. Any legislative enactments that have an impact on the Agreement,
4. One discussion topic.

D. The notices referred to in Subsection B above shall identify all of the topics listed in Subsection C that are being reopened.


**ARTICLE 20**  
**RATIFICATION OF AGREEMENT**

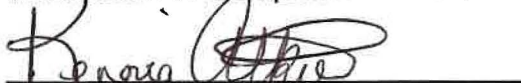
This agreement is signed and adopted this 11<sup>th</sup> day of December 2018. In witness thereof:

For the Teamsters Local Union 79

  
John Sholtes, Trustee/Business Agent  
Teamsters Local Union No. 79

  
Buddy Baumann  
Custodian Steward

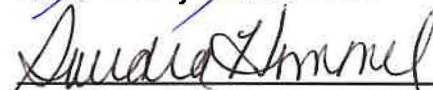
  
Carolyn Baker  
Inverness Bus Compound Steward

  
Renovia Atkins  
Crystal River Bus Compound Steward

  
Leilani Davis  
Lecanto Bus Compound Steward

For the Citrus County School Board

  
Chairperson  
Citrus County School Board


  
Superintendent  
Citrus County School Board

### LETTER OF AGREEMENT

School busses will allowed to idle up to five (5) minutes prior to scheduled departure time, primarily for the purposes of climate control, provided buses are parked side by side and excluding buses that are parked end to end, out of concern for engine exhaust fumes. The proceeding is subject to applicable laws.

AGREED:

For the Teamsters Local Union 79

  
John Sholtes, Trustee/Business Agent

For the Citrus County School Board

  
Steve Baumer, Coordinator of Risk  
Management & Employee Relations



**Citrus County School Board  
Teamsters Union  
Classified Hourly/PT Salary  
2018-2019 Wage Schedule  
(Page 1 of 2)**

<b>CS (&amp; PT5) Pay Grades for Teamsters Classifications:</b>	<b>Step 0 (Start)</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
3 - Facilities Specialist Master Electronics Technician Master Tradesworker Maintenance Project Foreman	\$16.18	\$16.51	\$16.87	\$17.22	\$17.57	\$17.93	\$18.28	\$18.64	\$18.98	\$19.35
5 - Journeyman Electronics Tech. Journeyman Tradesworker Journeyman Kitch. Equip Mech. Vehicle Maintenance Tech. Training Program Leader	\$14.74	\$15.09	\$15.46	\$15.80	\$16.16	\$16.51	\$16.87	\$17.22	\$17.57	\$17.93
6 - School Bus Operator	\$14.05	\$14.40	\$14.73	\$15.09	\$15.46	\$15.80	\$16.16	\$16.51	\$16.87	\$17.22
7 - Parts Room Manager Warehouse Manager	\$13.39	\$13.68	\$13.97	\$14.26	\$14.56	\$14.87	\$15.16	\$15.46	\$15.74	\$16.06
8 - Electronics Technician Head Custodian Line Mechanic Maintenance Tradesworker	\$12.70	\$12.98	\$13.27	\$13.57	\$13.86	\$14.14	\$14.45	\$14.73	\$15.04	\$15.33
9 - Warehouse/Delivery Worker Asst. Food Services Manager	\$12.45	\$12.75	\$13.03	\$13.32	\$13.63	\$13.92	\$14.20	\$14.50	\$14.79	\$15.09
10 - Maintenance Helper Audio & Lighting Technician	\$12.22	\$12.50	\$12.80	\$13.08	\$13.38	\$13.68	\$13.97	\$14.26	\$14.56	\$14.87
14 - School Bus Aide	\$11.29	\$11.56	\$11.86	\$12.16	\$12.44	\$12.75	\$13.03	\$13.32	\$13.63	\$13.92
15 - Food Services Asst. (7 hours) Mechanic Helper Courier	\$11.04	\$11.33	\$11.62	\$11.92	\$12.21	\$12.50	\$12.80	\$13.08	\$13.38	\$13.68
16 - Custodian Maintenance Worker	\$10.80	\$11.10	\$11.38	\$11.67	\$11.97	\$12.26	\$12.56	\$12.86	\$13.13	\$13.43
17 - Food Services Asst. (up to 6 hrs)	\$10.57	\$10.84	\$11.15	\$11.43	\$11.72	\$12.02	\$12.31	\$12.62	\$12.93	\$13.22
PT5 - Health & Safety Specialist Project Manager	35,089.51	36,221.26	37,401.11	38,580.95	39,760.80	40,940.64	42,120.49	43,300.33	44,480.18	45,660.02



**Citrus County School Board  
Teamsters Union  
Classified Hourly/PT Salary  
2018-2019 Wage Schedule  
(Page 2 of 2)**

<b>CS (&amp; PT5) Pay Grades for Teamsters Classifications:</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>	<b>Step 15</b>	<b>Step 16</b>	<b>Step 17</b>	<b>Step 18</b>	<b>Top Scale 19</b>
3 - Facilities Specialist Master Electronics Technician Master Tradesworker Maintenance Project Foreman	\$19.70	\$20.05	\$20.40	\$20.77	\$21.11	\$21.45	\$21.83	\$22.17	\$22.51	\$22.89
5 - Journeyman Electronics Tech. Journeyman Tradesworker Journeyman Kitch. Equip Mech. Vehicle Maintenance Tech. Training Program Leader	\$18.28	\$18.64	\$18.98	\$19.35	\$19.70	\$20.05	\$20.40	\$20.77	\$21.10	\$21.46
6 - School Bus Operator	\$17.57	\$17.93	\$18.28	\$18.64	\$18.98	\$19.35	\$19.70	\$20.05	\$20.38	\$20.72
7 - Parts Room Manager Warehouse Manager	\$16.33	\$16.63	\$16.92	\$17.22	\$17.52	\$17.81	\$18.09	\$18.40	\$18.73	\$19.05
8 - Electronics Technician Head Custodian Line Mechanic Maintenance Tradesworker	\$15.61	\$15.91	\$16.22	\$16.51	\$16.82	\$17.11	\$17.39	\$17.70	\$18.02	\$18.33
9 - Warehouse/Delivery Worker Asst. Food Services Manager	\$15.39	\$15.69	\$16.00	\$16.28	\$16.57	\$16.87	\$17.17	\$17.46	\$17.80	\$18.10
10 - Maintenance Helper Audio & Lighting Technician	\$15.16	\$15.46	\$15.74	\$16.06	\$16.33	\$16.63	\$16.92	\$17.22	\$17.56	\$17.86
14 - School Bus Aide	\$14.20	\$14.50	\$14.79	\$15.09	\$15.39	\$15.69	\$16.00	\$16.28	\$16.62	\$16.90
15 - Food Services Asst. (7 hours) Mechanic Helper Courier	\$13.97	\$14.26	\$14.56	\$14.87	\$15.16	\$15.46	\$15.74	\$16.06	\$16.38	\$16.67
16 - Custodian Maintenance Worker	\$13.76	\$14.04	\$14.34	\$14.63	\$14.92	\$15.22	\$15.51	\$15.80	\$16.15	\$16.42
17 - Food Services Asst. (up to 6 hrs)	\$13.50	\$13.81	\$14.09	\$14.40	\$14.68	\$14.99	\$15.27	\$15.56	\$15.90	\$16.16
PT5 - Health & Safety Specialist Project Manager	46,839.87	48,019.71	49,199.57	50,379.41	51,559.26	52,739.10	53,191.80	Top Scale 54,097.43	N/A	N/A