

Agreement between
the
School Board of Citrus County
and the
Citrus County Education Association
(Classified Employees)
2013-2016

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CITRUS COUNTY SCHOOL BOARD
PREAMBLE

The School Board of Citrus County, Florida and the Citrus County Education Association, Education Support Personnel, an affiliate of the Florida Education Association, the National Education Association, The American Federation of Teachers, AFL-CIO agree that they hold as a common objective the education and welfare of the students of the Citrus County School system. Further, it is recognized that there should be a formalized process by which the School Board of Citrus County and the Citrus County Education Association can work toward a mutually satisfying agreement.

ARTICLE I
PARTIES TO THE AGREEMENT

This Agreement made and entered into by and between the School Board of Citrus County, Florida (hereinafter referred to as the "Board") and the Citrus County Education Association, an affiliate of the Florida Education Association, the National Education Association, the American Federation of Teachers and the AFL-CIO, hereinafter referred to as the "Association".

ARTICLE II
RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all employees listed below defined in the certification instrument (Case RC-98-047: Certification No. 1261) ordered by the Florida Public Employees Commission on the 7th day of June: Entered the 7th day of June, 1999, in Tallahassee, Florida.

- A. Citrus County School Board employed in the following classifications: Accountant; Accountant Technician, Food Services; Accounting Clerk; Administrative Aide; Administrative Secretary (with Exceptions); Aide/Paraprofessional; Assistant Bookkeeper; Assistant Route Manager; Attendance Assistant; Bookkeeper; Bus Aide; Business Office & Financial Aid Specialist; Business Office Manager; Buyer; Computer Network Specialist; Construction Strategies Facilitator; Data Secretary; Data Technician - Food Services; Database Support Specialist; Dispatcher; District Secretary; Educational Interpreter; Extended Day Care Site Supervisor; Financial Aid Specialist; Guidance Secretary; Health Room Attendant; Job Coach; Network Support Specialist; Occupational Therapy Assistant (Certified); Office Clerk; On-Site Helper (Child Care); Parent Facilitator; Personnel Analyst (with Exceptions); Physical Therapy Assistant; Planning and Growth Management Technician; Program Coordinator, Technical Center; Programmer/Analyst (with Exceptions); Purchasing Agent; Registrar, High School; School Nurse, Licensed Practical Nurse Level; School Office Clerk, Elementary/Middle/High; School Secretary; Senior Accountant (with Exceptions); Student Assistance Facilitator; Switchboard Operator; Systems Specialist; Systems Support Specialist; Technology Support Specialist; Transportation Information Clerk; User Support Specialist; Web-Based Information Specialist.
- B. EXCLUDED: All supervisory managerial or confidential employees, all employees having an investigatory conflict, all professional employees, all instructional employees, and all classifications not specifically included.

The "Support Personnel" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as determined by Paragraph A, above.

- C. The Board agrees not to negotiate with any Support Personnel organization other than the Association for the duration of this Agreement on matters concerning terms and condition of employment.
- D. In being granted recognition as the sole and exclusive negotiating representative, this contract shall cover all personnel in the Defined Unit regardless of membership in the Association, and without discrimination.
- E. The Board agrees not to negotiate individually with any Support Personnel on matters covered by this Agreement. The parties agree that this provision shall not apply to the informal grievance procedure.

ARTICLE III MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Florida, except as otherwise provided by this Agreement.

ARTICLE IV NEGOTIATIONS PROCEDURE

A collaborative process (such as Interest Based Bargaining) will be utilized. This process will be reviewed and mutually agreed upon on an annual basis.

The parties agree that their duly recognized representatives shall negotiate in good faith. Each party shall select its own representatives. Meetings shall be held at times and places mutually agreed to by the parties.

Year round bargaining and multiple ratification will be held as needed (ratifications not to exceed one (1) per semester for a total of three (3) per year).

Committees that have been formed as a result of bargaining and have completed their work will share the results with the bargaining teams and, as needed, resulting changes shall be ratified as separate items.

ARTICLE V UNINTERRUPTED SERVICE

The Association and the members of the bargaining unit hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete contractual service to the said Board.

ARTICLE VI ASSOCIATION RIGHTS

MEMBERSHIP

Support Personnel shall have the right to join or refrain from joining the Association. Support Personnel shall not be encouraged to join nor discouraged from joining the Association by the Board. The Association agrees to represent equally and without prejudice all members of the bargaining unit in the manner provided by Florida Statute Chapter 447, as amended.

DUES DEDUCTION

Any Support Personnel who is a member of the Association, or any other Support Personnel who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues and uniform assessments. Such authorization shall continue thereafter unless revoked by the employee upon thirty (30) days written notice, from November 1st to December 1st, to the employer and employee organization.

On or before November 1 of each year, the Association shall certify to the Board the total amount of uniform dues and assessments for that school year which is to be deducted from the salary of an employee. The Board will deduct in twice monthly payments the certified Association dues and uniform assessments from the regular salary checks of an employee and shall transmit the total payroll dues to the Association within five (5) days. The Association's right to payroll dues deduction, shall be in force for so long as the Association remains the certified bargaining agent for the employees in the bargaining unit, however, dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete service to the Board. The Association agrees that it will indemnify and hold the Board harmless from any claim or demand asserted by any employee against the Board by virtue of the Board's performance of the undertaking of this section.

USE OF SCHOOL FACILITIES

1. MEETINGS: Support Personnel may attend up to twelve (12) school-level Association meetings per year at each school, before or after the student contact day or during their breaks. All Association meetings shall be held in a meeting space not being used for school-authorized purposes at that time. The meetings shall not interfere with any school-authorized functions and advance notice shall be given to the respective school principal.

Once a CCEA meeting has been scheduled with the principal, no other regular school meetings shall be scheduled during that time.

In the event of an unplanned emergency, incident or meeting, the CCEA meeting may be rescheduled.

Association members may be excused at the end of the student day at school sites (other sites at the end of the workday) to attend at least one (1) countywide Association meeting per month.

2. PUBLIC ADDRESS SYSTEM: The Association may have announcements of the time and place of meetings made on school public address systems where available, provided announcements of such meetings are not made at school sites during the student day. A verbatim copy of the announcement shall be provided to the principal or his/her designee prior to the announcement being made on the public address system.
3. MAIL BOXES/BULLETIN BOARDS: Duly authorized representatives of the Association shall have the right to reasonable use of Support Personnel mail boxes if assigned and a specifically designated bulletin board at each work site for the following purposes:
 - a. Notices of Association meetings, minutes of Association meetings,
 - b. Association elections and results, appointment of officers and committees.
 - c. Association literature and materials and newspaper or magazine articles of professional concern. A copy of all materials posted or distributed is to be furnished to the building administrator or designee.

ELECTRONIC COMMUNICATION

1. The Board agrees to make available an adequate number of phone lines and telephones for Support Personnel access to phones on a private basis and access to electronic communication services at each work site provided such access does not involve additional expense to the Board and does not interfere with normal operations and functions of school personnel.
 - a. In schools where electronic bulletin boards and electronic mailboxes are available, the Association shall have similar access with respect to these media.
2. The superintendent or designee shall receive a copy of all electronic communication 24 hours prior to the distribution of said materials to the bargaining unit employees.
3. A courtesy copy of material originating from individual cost center will be provided to the principal or designee in advance of information being distributed to the bargaining unit members.

BOARD MEETINGS

The president of the Association shall be given a written notice of all scheduled meetings of the Board and a reasonable attempt will be made by the Board to give oral notice of emergency meetings. The Board agrees to provide meeting agendas, present a copy of the press information folder distributed to the news media and provide the Association with copies of any additional information that may be from time to time issued to the news media.

The President or his/her designee shall upon request be given time off to attend Board meetings without loss of pay. The Association agrees to pay for substitutes if required.

SCHOOL BOARD CALENDAR

1. The Association shall have the right to present to the Superintendent suggestions in reference to the school board calendar. In no way shall this procedure delay the usual

date the calendar is set. The Board agrees to notify the Association, at least thirty (30) days in advance of the date upon which the calendar is to be set. A list of calendar committee members made up of a representative group agreed upon by the parties shall be posted at each school. Notification of a calendar committee meeting shall be made to the employees two (2) weeks prior to the meeting.

2. The chairperson will seek input from the Superintendent and School Board.
3. The calendar committee shall submit 2 or 3 calendar options to the Board and Superintendent for their review and approval.
4. The calendar committee will utilize the input to finalize no more than 3 calendar options to submit to all staff (Administrators, Instructional and Classified) and the School Enhancement Councils for review.
5. Within 30 calendar days after the calendars have been submitted for review, a vote will be taken. Each employee shall have 1 vote and the School Enhancement Council at each school shall have 1 vote.
 - a. At the school site/cost center, the votes shall be tabulated by a representative committee of not less than 1 CCEA member and 1 school representative.
 - b. A sub-committee of the calendar committee, including a representative of CCEA, shall tally the countywide vote.
6. The calendar that has the majority support, as determined by the vote, shall be submitted to the Superintendent for recommendation to the School Board for approval.
7. If the calendar is rejected by the School Board, the calendar committee shall reconvene to act upon specific recommendations of the School Board, and the process shall begin again at Step 4.

PAID HOLIDAYS

1. Employees who are contracted for 251 days shall receive a total of six (6) paid holidays during the school year.
2. Employees who are contracted for less than 251 days shall receive a total of one (1) paid holiday during the school year.
3. The dates of the holidays specified above shall be determined by the Board.

COMMUNICATION

- A. No Association or Support Personnel's views on matters relating to the Administrator-Support Personnel or Board-Support Personnel relationships will be discussed in the presence of students. Support Personnel of the Association shall not use students to convey Association or Support Personnel views on matters relating to Administrator-Support Personnel or Board-Support Personnel relationships to either parents or the public.

- B. The District shall make available to all newly hired educational support personnel, Association information.

EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

Representatives of the employee's and employers bargaining committee shall meet as necessary for the purpose of reviewing the administration of the contract.

LOBBYING

The Board shall provide six (6) days for the purpose of lobbying the Legislature on educational issues without loss of pay. The cost of the substitute, if any, will be paid by the Association.

SUB CONTRACTING

The Board will notify the CCEA in regard to any subcontracting of bargaining unit work.

ARTICLE VII SUPPORT PERSONNEL RIGHTS

EVALUATION

Not later than (10) working days after employment, and prior to evaluation, all new Support Personnel shall receive a copy of the evaluation criteria and evaluation form to be used prior to the evaluation.

All evaluations and observations included in the personnel file(s) shall be shown to the Support Person and acknowledged by the Support Person. All evaluations shall be in writing and a copy given to the Support Person within ten (10) days of the evaluation. Any written Support Personnel response to such evaluation shall be placed in the Support Person's file and attached to the evaluation. Observations made for purposes of evaluation shall be made with the full knowledge and awareness of the Support Person.

All evaluation procedures shall be completed not less than 15 working days prior to the termination of the student year. Support Personnel shall receive their copy of the observation/evaluation at the time the instrument is signed. Support Personnel shall not be required to perform written evaluations of other school board employees.

Only administrative personnel shall evaluate Support Personnel.

New employees or those with changes in duties, sites and/or responsibilities shall have, in writing, their duties explained to them by the building administrator at the time of assignment.

REPRESENTATION

The Administrator has the right to meet with an employee. Employees have the right to representation of their choice at meetings with management, which may result in disciplinary action to the employee.

PROBATION

- 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 1 - 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 3rd year annual contract may be offered in extenuating circumstances.

PERSONNEL FILE(S)

- 1. Public school system employee personnel files shall be maintained according to the following provisions:
 - a. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
 - b. The employee will indicate awareness of information by signed documents or through certified mail.
 - c. No anonymous letter or materials shall be placed in the personnel file.
- 2. Each employee shall have the right to review the contents of all his/her personnel files(s) no later than twenty-four hours or one (1) working day from the time of the written request.
- 3. Any employee has the right to answer, in writing, any such materials in the file, and the answer shall be attached to the file copy.
- 4. The personnel file custodian shall maintain a record in the file each time it is reviewed.
- 5. Personnel information shall be saved as described under federal or state law, whichever is longest.

CONCERN/COMPLAINT PROCEDURE

The parties are encouraged to have concerns resolved at the informal level.

When a concern is lodged against a bargaining unit member, an informal conference will be scheduled which may include, but not be limited to, the complainant. The administrator shall state the nature of the concern at the beginning of this meeting. If the concern is resolved at this step, no further meetings or written notifications will occur. If the concern cannot be resolved at the informal level, a formal written complaint may be filed.

No written complaint or report of complaint will be placed in a Support Person's personnel file(s) unless:

1. The administrator/designee, within five (5) working days, notifies the employee in writing that a complaint form has been received.
2. The employee has had an opportunity to review the complaint in a conference with the administrator.
3. The employee may request a meeting with the complainant in the presence of appropriate administrative staff.
4. After reviewing the written complaint and any conferences as described herein, the administrator will place the valid written complaint in the employee's personnel file. All other complaints will be forwarded to the Director of Human Resources.
5. The employee shall sign the file copy of the written complaint form. Such signature shall be understood to indicate awareness of the material, but shall not be interpreted to mean agreement with the content of the material.
6. The employee may respond in writing to the complaint placed in the personnel file(s) and such response shall be attached to the report of complaint in the personnel file(s).

REAPPOINTMENTS/ASSIGNMENTS

Members of the unit who are reappointed by the Board shall be notified by July 1 of the Board's reappointment action. This notification will include assigned duty station. A change in assignment within the job site will be made after a conference with the affected employee.

TRANSFERS

This section shall apply to all transfers, including the staffing of new schools. The following criteria, in the order listed, shall be utilized to select the personnel to be transferred.

For Voluntary Transfers:

- a. Highest seniority
- b. Appropriate qualifications
- c. Specific skills, training and experience
- d. Decision by approval of the receiving cost center administrator.

For Involuntary Transfers:

- a. Lowest seniority (number of years in the district)
- b. Appropriate qualifications
- c. Specific skills training and experience
- d. Decision by approval of both cost center administrators.

VACANCIES AND PROMOTIONS

Vacancies are defined as positions in the bargaining unit, either unfilled or newly created.

1. A notice will be posted on a Personnel Office bulletin board and at each work site and on the county's website. Notices shall be sent to the Association President, Chief Bargaining Spokesperson and the Association Executive Director. The posting on the website shall include:
 - a. Job title
 - b. Location of work
 - c. Anticipated effective date if different from posting date
 - d. Length of hours worked if less than 8 hours a day
 - e. Salary chart

Pay grade charts listing all positions and their job classifications are listed under salary information.

2. Notices will be posted for at least five (5) working days following the first posting. Notices will be faxed or e-mailed to each work site. Each work site will post the notices on Monday and Thursday. The hot line number will be included on each posting. These positions may not be filled on a permanent basis before five (5) working days from the date of the written advertisement or before all qualified candidates who apply within the five (5) days have been considered.
3. Emergency Postings - two (2) weeks prior to and two (2) weeks after the first day for students, postings will be made as soon as an opening becomes available. Postings will last for no less than three (3) working days and will be updated daily as needed on the hot line as well as being physically posted at all cost centers.
4. Employees of the district who are qualified and apply for a vacancy or promotion within the deadline shall be interviewed. If all other things are equal, vacancies shall be filled with the most senior applicant from within the affected classification.
5. Persons not granted an interview shall receive an explanation (written or verbal) from the site administrator or designee as to why they were not interviewed prior to filling the vacancy.
6. All employees interviewed shall be notified, in writing, by the site administrator or designee within ten (10) working days after the decision has been made.
7. Each year, Support Personnel who wish to be considered for summer school positions may request to have their name placed on a list of availability in the district office. Requests must be made in writing before the end of the District announced deadline.

Copies of the list will be furnished to each principal.

8. The Board will acknowledge receipt of applications and requests under this section. The person designated will mail acknowledgement within ten (10) working days of receipt.
9. A term contract is issued when a position is advertised as a "TERM". The position is for a specific period of time and does not provided an expectation of continued employment beyond the term and may not provide the basis for a continuing service contract. Decision to post a term position will be mutually agreed upon between the parties on an individual basis. Reasons for a term position are:
 - a. Grant funding/limited time state funding programs
 - b. Leaves of absence.
10. If an employee holds a grant funded position for two (2) consecutive years, has received an overall satisfactory evaluation for each year in that position and the grant for that position is funded for the following year, as long as the requirements for the position remain the same, the employee shall be offered the opportunity to continue in the position. This does not constitute a continuing service contract status.

COPIES OF AGREEMENT

The CCEA classified and instructional contracts will be available for employees on the District website. In addition, up to three (3) hard copies of the contract(s) will be available at each site to be maintained by CCEA and will be kept in a mutually agreed upon location.

PAY SCHEDULE

Support Personnel shall receive their pay in two installments per month. Pay stubs are available online.

SCHOOL ENHANCEMENT COUNCIL

All Support Personnel representatives on the School Enhancement Council shall be elected by their peers as legislated by law. An election committee made up of a principal, a teacher, an education support person, a student and a parent shall tabulate the results of the balloting.

SCHOOL HANDBOOKS

The Association will be provided with a copy of all updated school personnel Handbooks at Association expense, upon request.

ARTICLE VIII WORKING CONDITIONS

SAFETY

Support Personnel shall not be required to work under unsafe conditions or in a hazardous environment. Support Personnel may make recommendations toward establishing priorities for this purpose.

No Support Personnel shall be disciplined for refusal to work in an unsafe or hazardous situation.

REDUCTION IN FORCE

In the event the Superintendent determines that the district-wide Support Personnel staff must be reduced, the Association will be notified by the Superintendent, in writing, with an explanation of the reasons for such Reduction in Force at least seven (7) days prior to the Superintendent's submission of his/her recommendation to the Board for final Board determination.

The Board shall determine the number of positions and job classifications, which will be eliminated. After the number of positions has been determined, the Superintendent will notify the Association of such determination.

Lay-offs shall be made by the Superintendent according to the following criteria: needs of the district as determined by the Strategic Plan, and specialized skills related to essential operational functions.

If all above sections are equal, seniority in the district shall be the determining factor.

BUMPING

Should the least senior employee in a ESP classification be a person who has been transferred or promoted into the classification where the layoff is taking place, and be selected for layoff, the employee will have the option of accepting the layoff or returning to their previous ESP classification and seniority provided he/she has more ESP 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 ESP classification seniority date, then total seniority with Citrus County School District shall be used.

The employee who has successfully bumped into their previous ESP classification to avoid layoff shall be placed at the bottom of that classification seniority list. When the position of the employee selected for layoff is reinstated, the employee shall return to their former position held prior to bumping, and all subsequently bumped employees shall return to their former positions.

The ESP bargaining unit members who accept a transfer or promotion to a Citrus County School Board position that is outside of the ESP 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 ESP bargaining unit, their seniority in that classification shall resume from the point they left and had their seniority frozen.

If seniority in the district is equal then performance shall be the determining factor.

- Performance will consist of the last five (5) years evaluations and discipline record being compared by a committee of two (2) from management and two (2) union representatives.

If the criteria is comparable the Superintendent/designee will make the determining selection.

Where a Support Person is in the final year needed to make a person eligible for participation in Florida Retirement System (FRS), the Support Person will be permitted to finish the year.

Any employee, who is laid-off as part of a Reduction-in-Force, will be notified as per federal law of their right to participate in group insurance programs.

RECALL

The Board shall determine the number of positions and classifications in which recall will be made the recall will be in inverse order of lay-off.

1. Probationary Support Personnel shall not have recall rights.
2. As long as vacancies exist for which there are Support Personnel who have experience in the classification being filled, no new Support Personnel shall be hired during the recall period. The recall period shall expire after 12 months following Board action authorizing the RIF.
3. It shall be the responsibility of the laid-off Support Personnel to be certain that the Personnel Office has a correct, current address during lay-off and to be available for mail notification. Failure to do so may result in the forfeiture of recall rights.
4. A laid-off Support Personnel who is notified by registered mail of recall must respond within three (3) workdays from receipt of notification, whether or not they accept the recall. Failure of the Support Personnel to respond within that time shall terminate the Support Personnel's right to recall. If the laid-off Support Personnel declines a position, any further recall rights are forfeited. Any notification returned as undeliverable will result in forfeiture of recall rights.
5. No credit on the salary schedule shall accrue during the laid-off period.

SUPPORT PERSONNEL TRAVEL

Support Personnel whose duties require travel between work sites are authorized reimbursement for automobile use. They will be paid per Florida Statute and current school board policy.

SENIORITY

Seniority shall be defined as the length of service in the Citrus County School District. Seniority shall be calculated from the first duty day of the most recent period of continuous employment within the district, exclusive of long-term leaves of absence without pay. Seniority shall accrue annually. One year of service shall be awarded for working one day more than half of the employee's contracted year.

DRESS CODE

Staff shall maintain a neat, clean professional appearance. Dress may not be as unusual or inappropriate as to disrupt classroom or learning activities.

INAPPROPRIATE APPEARANCE/DRESS IS DEFINED AS BUT NOT LIMITED TO THE FOLLOWING:

- Sweat pants/wind suits/shorts are prohibited unless the employee is teaching a physical education class or when on duty for special school events such as field trips and outdoor activities where such clothing would be appropriate.
- Jeans and T-shirts shall not be worn at the same time during student contact time; however, school staff shirts may be worn with jeans during "spirit days" or other such school sponsored events as determined by the site administrator.
- Tops that have straps that are not at least 2 inches in width unless covered by another article of clothing, such as a sweater, shirt or jacket.
- Clothing that is provocative, revealing, indecent, vulgar, or obscene.
 - Low necklines, bare midriffs and excessively tight clothing, undergarments visible or worn as an outer garment.
- Flip flops, bedroom shoes
- Un-hemmed clothing
- Hats, sweatbands, bandanas, or sunglasses inside school buildings.
- Any item of clothing, jewelry or tattoo that creates a disruption of the school environment/learning activities or that poses a threat to the safety and well-being of students or staff.
- More casual dress will be acceptable on teacher workdays. However, attire must still be appropriate dress, particularly on parent conference days.
- For all instances not specifically prohibited the site administrator shall have discretion on matters of appropriate professional dress.

Reasonable accommodations shall be made by the site administrator for those employees, who, because of religious belief, cultural heritage, or medical reason request a waiver of a particular part of this staff dress code.

ARTICLE IX WORK YEAR, WORK WEEK, WORKDAY

WORK DAY

Support Personnel shall report to their assignment stations at the appropriate time. Within the workday, Support Personnel will be available at all reasonable and appropriate times to attend meetings and programs.

Up to six Support Personnel, who are regular members of the collective bargaining team, will be released from assigned duties to participate in collective bargaining talks without loss of pay.

The Association President or designee will be released from assigned duties one (1) day per month to conduct Association business. The cost of a substitute, if any, will be paid by the Association. Application for leave will be made at least five (5) days in advance, except in cases of emergency. The Association President will check in with the administrator of the work site, which he/she visits.

The normal workday for support personnel is an eight (8) hour day. This does not preclude the establishment of a four (4) day, ten (10) hour per day workweek.

LUNCH AND BREAKS

All Support Personnel working 8 hours a day will have a total break time of 60 minutes. School based Support Personnel will have a duty free lunch of 30 minutes and two (2) 15 minute breaks. Non-school based Support Personnel will have either a 60-minute lunch break or a lunch break of 30 minutes and two (2) breaks of 15 minutes. This shall be implemented through an administratively developed and implemented equitable rotation system utilizing all personnel as necessary.

Support Personnel working at least 6 hours, but less than 8 hours will be entitled to a total break time of 30 minutes.

Support Personnel working at least four (4) hours but less than 6 hours a day will have one (1) 15-minute break.

Should Support Personnel be required to work during their duty free lunch, every effort will be made to provide release time equal to the time that they are scheduled to work. If it is impossible to provide that release time, then they will be compensated monetarily for the loss of this time.

LEAVING THE WORK SITE

Support Personnel may leave the work site during their break time and will sign in and out giving their destination.

By prior arrangement with the administrators a Support Person who has a supplemental obligation at another school shall be allowed to leave school during non-student contact time and prior to the close of the regular day at no loss of pay, accumulated leave nor be required to make up time missed. If a substitute is needed, the cost will be paid by the school sponsoring the activity.

However, this shall not exempt Support Personnel from participating in the activities, which normally occur, such as: faculty, department, team or grade level meetings, participating in conferences or assigned duties at their work site.

ARTICLE X GRIEVANCE PROCEDURE

DEFINITION: A grievance is defined to be a complaint by any bargaining unit member in the bargaining unit and or the association based on an event or condition, which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement.

SECTION A. CONFLICT RESOLUTION

Upon notification of a concern, the Support Personnel and the building administrator will meet within five (5) working days to discuss and resolve the concern.

The Support Personnel and the administrator have the option of requesting additional participation of other individuals.

If there is no resolution of a contractual concern through this process, the grievance procedure will be followed.

SECTION B. INFORMAL STEP

Nothing contained herein shall be construed as limiting the right of any Support Personnel to pursue a grievance at step 1 or the informal level provided the adjustment is not inconsistent with the terms of this Agreement.

It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement.

A grievance may be resolved at any level without establishing precedent.

The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.

All grievances must be signed by the aggrieved party with a statement as to the alleged violation of the Agreement and the remedy requested.

Time limits set forth in this Section B and C may be extended by mutual agreement.

Time line extensions shall only occur in case of an emergency.

If a grievance is unresolved at the end of the school term, the time limits will be applied as if school were in session.

Re-employment or discharge of tenured Support Personnel is not a proper subject for grievance under the Grievance Procedure (non-retention).

Matters involving discharge of tenured employees are subject to the Grievance Procedure but only through formal Step Four of the Grievance Procedure.

Either side may present evidence or call witnesses to testify during formal grievance conferences. Any new evidence presented during the formal grievance steps may be the basis for an extension of not more than five (5) working days to investigate and review new evidence.

SECTION C.

Step 1: Prior to filing the grievance, the Support Personnel or Association shall informally meet with the immediate supervisor and discuss the alleged grievance.

Step 2: The Association shall present a signed written statement on an official grievance form of the alleged violation to the Principal or other appropriate administrator within ten (10) school days after a reasonable person should have been aware of the alleged violation. The Principal shall, within ten (10) school days of the receipt of the grievance, confer with the Association to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the Principal shall give his/her written decision. A copy of this decision shall be given to the Association.

Step 3. Mediation

The parties may mutually agree to submit the grievance to Arbitration Mediation. The mediator shall be chosen from the list provided by the AAA, FMCS or Court Mediation. Both parties must mutually agree to the mediator. All mediation sessions are closed and what happens in mediation cannot be presented in the arbitration step. The mediator who is used in this step must not participate in the arbitration step.

Step 4. In the event the grievance has not been resolved through mediation, the Association may file an appeal to the Superintendent or designee. The appeal shall be made within five (5) school days after the receipt of the decision. Within five (5) school days following the receipt of the appeal, the Superintendent or designee shall confer with the Association in an effort to resolve the grievance. The Superintendent within five (5) school days following the conference should file a written decision with the Association.

Step 5: Within five (5) days after receiving the decision of the Superintendent, the Association shall submit the grievance to binding arbitration.

ARBITRATION

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

SELECTION PROCESS

The Board and the Association shall mutually select a third party from the AAA in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Each party shall bear the full costs for its representation in the arbitration proceedings. The parties shall share the cost of the arbitrator equally.

ARTICLE XI LEAVE

SICK LEAVE

1. 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.
2. 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.
3. 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 ESP shall be entitled to earn more than one day of sick leave times the number of months employment during the year of employment. This sick leave shall not be used prior to the time it is earned and credited.
4. TRANSFER OF LEAVE
 - a. 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.
 - b. 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. The Human Resources and Finance Departments shall establish specific procedures for transfer and utilization of sick leave days by family members.

5. 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.
6. FAMILY MEDICAL LEAVE – Employees will be granted medical leave under the FMLA as per Federal Guidelines

PERSONAL LEAVE

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

1. Application for such leave is approved not less than three (3) days prior to the time requested.
2. The application clearly indicates the leave request is for personal leave with pay.
3. The personal leave is not cumulative.

EMERGENCY LEAVE

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

1. 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.
2. The application clearly indicates the leave is to be emergency leave charged to accrued sick leave.
3. The emergency leave is not cumulative.

TERMINAL LEAVE PAY

1. 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 at the end of the Deferred Retirement Option Program (DROP), 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.

2. 401 (a) QUALIFIED RETIREMENT PLAN As determined by the district.
 - a. Employees who are terminating, retiring or entering into DROP and have accumulated sick leave pay and/or annual leave pay will participate in the Qualified Retirement Plan.
 - b. Provisions of the Qualified Retirement Plan are available through the school district payroll department.
3. Information about terminal pay options will be in the contract, will be presented with other retirement information by Human Resources and Payroll, and will be posted on the bulletin board at each school site and workplace.

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 of ten (10) days for each instance.

MILITARY LEAVE

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

JURY DUTY

An employee of the school board who is summoned for jury/witness duty shall be granted temporary duty leave as outlined in School Board Policy.

LEAVE OF ABSENCE

1. PERSONNEL 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.
2. PERSONNEL 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.

OTHER PERSONAL LEAVE

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

1. NON-EDUCATIONAL MEETINGS - Absence from duty for the purpose of attending a non-educational meeting is personal leave.
2. APPROVAL - Prior approval of the site Supervisor and Superintendent are required for the authorization of personal leave.

ANNUAL LEAVE/VACATIONS

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

1. One day per month for less than five (5) years of full time service in the District
2. One and one-fourth (1-1/4) days per month for five (5) years or more of full time service in the District
3. One and one-half (1-1/2) 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.

All leave must be approved by the site Supervisor.

ARTICLE XII SICK LEAVE BANK

The 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. The 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.

After all Sick Leave Bank policy guidelines & Procedures have been met including medical verifications the Sick Leave Bank will commence to pay the individual.

Payment will be made for the days drawn from the Sick Leave Bank in the next pay period.

Re-application to the Sick Leave Bank including medical verification shall be required for each 20-day increment.

In no instance may individuals draw more than 60 days from the Sick Leave Bank for a single illness.

ARTICLE XIII RETRAINING

The parties mutually agree to continue the support staff professional development in-service program and to cooperatively develop recommendations to refine or improve the program.

Professional development credit shall be granted according to established guidelines. Established guidelines may be found in the office of professional development.

ARTICLE XIV COMPENSATION AND INSURANCE

INSURANCE

	2014	2015	\$365.00
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The Boards contribution shall be ~~\$340.00~~ ~~\$355.00~~ per month effective ~~December 15, 2012~~ December 15, 2013 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, 2013~~ January 1, 2014. In the instance when an employee and employee 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.

Support Personnel 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.

SALARY AND OVERTIME

SALARY

The parties agree to the salary schedule attached as Appendix A.

Effective July 1, 2013 all Professional Technical employees shall be paid according to the 2013-2014 Professional Technical salary schedule included in Appendix A

If at any time during the duration of the contract, employees are granted only step increases due to fiscal constraints, those employees at longevity as of July 1 of that year shall be granted compensation as follows:

Contract days 180 to 210 = \$400
Contract days 211 to 236 = \$500
Contract days 237 to 251 (or more) = \$600

WORK EXPERIENCE

The parties agree to form a committee made up of an equal number of Administrative and affected bargaining unit members for the purpose of developing criteria for application of "out of county" work experience. The committee shall commence at such time all agreed upon "in county" experience is accomplished.

At the present time, four years of "in county" experience has been given to affected employees. Any recommendations for salary enhancement for "out of county" experience shall not be considered until all agreed upon "in county" experience is accomplished. When it is established, recommendations from the "out of county" experience committee shall be presented to the respective bargaining teams for consideration.

OVERTIME

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.

All non-exempt 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) hours in a workweek or given comp time in accordance with School Board policy and procedure.

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.

SUMMER SCHOOL/EXTENDED SCHOOL YEAR

Individuals working during Summer School shall receive their normal hourly rate unless modified by a state or federal project.

ARTICLE XV EFFECT OF AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto.

Should any Article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, sections and clauses shall remain in full force and effect for the duration of the agreement, if not affected by the deleted Article, section or clause.

ARTICLE XVI
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2013 and shall remain in effect until June 30, 2016.

In the event that this agreement expires prior to ratification of a new agreement, the current contract will remain in effect until a new agreement is ratified by the bargaining unit and school board.

ARTICLE XVII
RATIFICATION OF AGREEMENT

This agreement is signed and adopted this 14th day of May, 2013.

In witness thereof:

For the School Board of Citrus County
Citrus County, Florida

Virginia Bryant
Chairman

Sandra Himmell
Superintendent

For the Citrus County Education Association

Patricia Joseph
President

Sandra Armstrong
Executive Director