

**2022-2025**

**MASTER CONTRACT**

BETWEEN THE

**GULF COUNTY SCHOOL BOARD**

AND

**GULF COUNTY EDUCATION ASSOCIATION  
(FEA, NEA, AFT, AFL-CIO)**

<https://bit.ly/JoinGCEANow>

**Non-Instructional Employees**

July 1, 2022 – June 30, 2025

Ratified April 28, 2022  
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## **PREAMBLE**

This agreement, entered into this day,                     , by and between the School Board of Gulf County, Florida hereinafter called the "Board" and the Gulf County Education Association, hereinafter called the "Association." The Gulf County Education Association is an affiliate of the Florida Education Association, National Education Association, American Federation of Teachers, and the AFL-CIO.

## **WITNESSETH**

WHEREAS, the Board and the Association, recognize and declare that providing a quality education for the children of the Gulf County Public School System is their mutual aim, and

WHEREAS, the Association, as the certified and exclusive representative of non-instructional personnel, and the Board have agreed to negotiate in good faith with respect to salaries, hours, and terms and conditions of employment, and

WHEREAS, the Board and the Association, following extended and deliberate negotiations, it is hereby agreed to as follows:

## ARTICLE 1 RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive bargaining representative for all non-instructional personnel under annual or continuing contract. Such representation includes full-time and part-time personnel in the following job categories:

All full-time or regular part-time non-instructional employees of the Gulf County School Board.

Such representation excludes managerial, supervisory, confidential, or instructional personnel.

- 1.2 The Board agrees not to negotiate with any other organization for the duration of this Agreement.

- 1.3 Definitions:

- A. Temporary employee means any employee hired for an approved position to which he/she is temporarily assigned for a period not to exceed 4 (four) calendar months or to replace a regular employee on a leave of absence for a period not to exceed 4 (four) calendar months.
- B. Substitute employee means any employee hired on a day-to-day basis. A person shall not remain a substitute employee after having been assigned to work for more than 6 (six) continuous weeks within a prescribed position.
- C. Employee or bargaining unit member means any individual or group of individuals occupying a regularly established position.
- D. Full-time employee means any employee who is assigned 4 (four) or more hours per day or at least 20 (twenty) hours a week.
- E. Part-time employee means any employee who is assigned less than 4 (four) hours per day.
- F. Day(s) means workday(s) unless specifically amended in context.
- G. Superintendent means the Superintendent of Schools or his/her designee.
- H. Seniority means the total length of continuous employment by the Board in any position(s) held by an employee for which a year of service is granted.

## ARTICLE 2 ASSOCIATION RIGHTS

- 2.1 Upon prior arrangement with the worksite supervisor, Association members may hold meetings before and after regular duty hours on school property.
- 2.2 After receiving permission from the worksite supervisor, the Association shall be permitted to use computers and copiers after school hours on workdays before the building is closed and the work area is still open. The Board may charge reasonable costs for the use of such equipment.
- 2.3 The Association shall be permitted to post notices of activities and the matters of Association concern on an appropriate and specifically assigned bulletin board in each school. In schools or worksites where bulletin boards do not exist, the Association will be responsible for purchasing such a board for posting Association notices and this should be in a place readily accessible to employees. The Association may use employee mailboxes for communications to employees. The principal or worksite supervisor shall receive copies of all materials at least 24 hours before being posted or placed in mailboxes. Any material that disrupts the normal functioning of school activities or is libelous shall not be posted or placed in mailboxes.
- 2.4 The Association shall be permitted to use the email system subject to the following restrictions.
- The assistant superintendent shall receive a copy of the email at least 24 hours prior to the send function being executed in each school.
  - The email distribution may be used to provide notice of activities of the Association. Examples include: notices of meetings, ratification dates and the like.
  - Any and all use of email system will be in compliance with 447.509, Florida Statutes.
  - The email shall be clearly identifiable to the employee as union business and may only be opened during breaks, lunch, or before and after school.
  - All emails must comply with School Board Rule 8.61, Telecommunication Plan and Electronic Communication Use.
  - Email which disrupt the normal functioning of school activities or are libelous shall not be posted.
- 2.5 The Board agrees to furnish to the Association in response to reasonable requests, as available through the Superintendent's office at the expense of the Association, information concerning financial resources and conditions of the school district, as found in the official Board minutes and in accordance with Board policies.
- 2.6 The Association shall be placed on the agenda of any regular Board meeting in accordance with the provisions of the Administrative Procedures Act. The Association shall receive notification at least two (2) days before regular or special Board meetings.

2.7 The Association President, or his/her designee, shall be granted temporary duty leave to attend all regular and special Board meetings. The School Board shall provide the Association President or his/her designee with a packet containing all material related to the Board agenda at the same time material is made available to Board members. The Association President or designee may pick up the packet at the School Board District Office. At the meeting, the Board shall provide the Association President or designee with a copy of all handouts distributed after printing.

2.8 Any employee may request that Association membership dues be deducted from his/her pay. Such deduction may be initiated only after proper receipt of a Continuing Membership Authorization (see Appendix F). Authorization for dues deduction shall continue thereafter unless revoked at the employee's discretion upon thirty (30) days written notice to the employer and the Association. The revocation will be effective on the first payroll after the conclusion of the thirty (30) day period. All dues deducted by the Board shall be remitted monthly to the Association as deducted. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred from any action taken or omitted by the Board for the purpose of complying with the provisions of this section. The Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessment on behalf of the Association.

The Association will notify the payroll clerk in writing on or before August 15 each school year stating the annual amount of dues to be deducted. If such notification is not received, the amount to be deducted will be the same as the previous school year.

2.9 The Association may make written recommendations concerning payroll deduction programs to the Superintendent and/or his designee for study and recommendation(s) to the Board.

2.10 Duly authorized representatives of the Association may be permitted to transact official Association business on school property, provided they make themselves known to the worksite supervisor or designee before their conference with any employee. It is understood that no Association views on matters relating to administration-employee or Board-Association relationship will be discussed in the presence of students. The principal/site supervisor may discontinue the Association activities if it is interfering with classroom activities or employee assigned duties.

2.11 The Association building representative shall be given an opportunity at the conclusion of each staff meeting to present brief reports and announcements.

2.12 The Association shall be permitted to make brief announcements over the intercom before or after student contact hours with the permission of the principal.

## 2.13

**A.** The Association President, or his/her designee, shall be granted temporary duty leave to attend all regular and special Board meetings including workshops. The School Board packet shall be provided to the Association president prior to the meeting. All handouts distributed after printing will be provided to the Association president or designee at the Board meeting

**B.** Employees who are elected delegates to the state affiliate convention shall be provided leave in the line of duty to attend. The Association will pay the actual cost of any substitutes needed. Leave forms must be submitted to each affected building principal at least five (5) work days prior to the absence. In the event an elected delegate cannot attend due to unforeseen conditions, the Superintendent may make exceptions to the time limit stated herein.

**C.** The Association shall be granted temporary duty leave for one representative to attend four (4) meetings of the Florida Education Association Governance Board. Leave forms must be submitted to each affected building principal at least five (5) work days prior to the absence.

**D.** Leave time for Association business shall be granted for a total of twenty (20) days each school year without the loss of compensation.

- 2.14 The right to arbitrate grievances, shall be granted to the Association exclusively as the sole and exclusive bargaining agent and shall not be granted to any other employee or professional organization except as provided for in F.S. 447.307.
- 2.15 The district shall provide the Association with a payroll deduction slot for the purposes of offering benefits to its members.
- 2.16 It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the school district and of the Board which are not specifically limited by the language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any other specific provisions of this agreement.
- 2.17 The Board agrees that it will not discriminate against any employee with respect to wages, hours, or conditions of employment by reason of the employee's Union membership or his/her participation in lawful Union activities.
- 2.18 It is recognized that this agreement is not all-inclusive and the fact that certain working conditions have not been specifically covered does not lessen the responsibility of the parties to negotiate a change in conditions of employment. Those privileges of employees, which by past practice have become an integral part of their working conditions, shall not be abridged because of not being enumerated in this agreement.



## ARTICLE 3 NEGOTIATIONS PROCEDURES

- 3.1 In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party.
- 3.2 It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 3.3 Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) copies by the Association.
- 3.4 If any provisions of this Agreement or any application of this Agreement to any employee is declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, then such provision or application shall not be deemed valid, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect during the term of the Agreement.
- 3.5 Negotiations shall begin no later than sixty (60) calendar days prior to the expiration date of the current agreement.
- 3.6 Representatives of the Board and Association may meet during the regular year at a time convenient to both parties for the purpose of reviewing the administration of this agreement and to resolve problems that arise. These meetings are not intended for the purpose of negotiations or to bypass the grievance procedure.

## ARTICLE 4 GRIEVANCE PROCEDURE

- 4.1 A "grievance" is an alleged violation, misinterpretation, or misapplication of a specific article of this Agreement.
- 4.2 All employees and the Union shall have the right to file grievances. Grievances shall be processed according to the procedures contained in this article.
- 4.3 The aggrieved and the employer shall have the right to appoint representatives to be present for all meetings, hearings, appeals, or other proceedings relative to the grievance. No grievant(s) may be required to discuss the grievance if their representative is not present. When grievance meetings, hearings, or conferences must be conducted during school hours, the grievant(s), witnesses and representatives shall be released from regular assignments, with pay, to attend. Nothing herein contained will be construed as limiting the right of any employee to discuss a grievance informally with the principal-supervisor and having the grievance resolved without intervention of the Association.
- 4.4 Failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to act within the time limits shall result in the grievance advancing to the next step. The time limits may be extended by mutual agreement, which the parties shall confirm in writing.
- 4.5 The following steps shall be followed in the handling of all grievances.

Informal Procedure: Within sixteen (16) workdays of the alleged violation, the aggrieved will informally discuss the alleged grievance with his/her principal/supervisor. Within five (5) workdays, the principal/supervisor shall give an answer orally to the teacher. If the aggrieved is not satisfied with the disposition at the informal level, he/she may initiate a formal grievance within ten (10) workdays of the answer.

Appeals from one of the following steps to the next highest step shall be filed within ten (10) working days following the expiration of time limits established for disposition of grievances at each step or the date of receipt of an official response to the grievance or whichever comes first.

Formal Procedure:

Step I: A formal written grievance must be filed on the proper form (see Appendix D). Within seven (7) workdays of the receipt of the grievance, the principal/supervisor shall indicate the disposition on the grievance in writing on said form. If the grievance involves teachers from more than one school, it may be filed originally at Step II.

Step II: If the aggrieved is not satisfied with the disposition at Step I, or Step I time limits expire without a disposition, the grievance may be submitted to the Superintendent. Within seven (7) workdays from receipt of the grievance, the Superintendent or designee shall meet with the aggrieved. Within seven (7)

workdays after the meeting, the Superintendent shall indicate the disposition of the grievance in writing to the aggrieved.

Step III: If the aggrieved is not satisfied with the disposition at Step II, or Step II time limits expire without a written disposition, the grievance may be submitted to a School Board hearing. The Board shall hold a hearing within thirty (30) calendar days after the receipt of the grievance. The aggrieved and the Board shall have the right to include in its representation such witnesses and counselors as they deem necessary to develop facts and proofs pertinent to the grievance. All expenses of counselors and witnesses for each party will be handled by the party requesting their attendance. Upon conclusion of the hearing, the Board shall have seven (7) workdays in which to provide its written decision to the aggrieved.

Step IV: If the grievance remains unresolved at the conclusion of Step III, or if Step III time limits expire without a School Board hearing, or within ten (10) workdays after the written decision, the grievance may be submitted to final and binding arbitration. Employees who choose a School Board hearing may not submit the grievance to arbitration. The aggrieved must notify the Board within twenty (20) workdays in writing if the grievance is submitted to arbitration. If the parties are unable to agree on an arbitrator, the Federal Mediation Conciliation Service (FMCS) shall be requested to furnish a panel of five (5) names. The Board and the aggrieved respectively shall alternate by striking a name until one is left. The parties may request an entire new panel if they so desire and provided the parties mutually agree. The rules of the American Arbitration Association shall govern the proceedings. The arbitrator shall have no power to alter the terms of the Agreement. The cost of the arbitrator will be shared equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

4.6 The Association will be notified of all hearings conducted relative to the grievances involving bargaining unit members. The Association may be present for any grievance hearing. Nothing in this Article shall be construed to prevent any employee from presenting his/her own grievance, provided the association has been given the first right of refusal to process the grievance. The Association will be given the opportunity to be present at any meeting calling for the resolution of a grievance. Employees who desire to utilize the grievance procedure, but who do not want Association representation, shall adhere to the following conditions:

1. The employee must represent him/herself.
2. The adjustment of the grievance must not be inconsistent with the terms of this agreement.
3. The Association president or his/her designated representative are given the opportunity at no loss of pay, to be present during the adjustment of the

grievance, including all discussions held between employees and the Board or its representatives in connection with the grievance.

4. The Association is provided with a copy of all written decisions concerning the grievance. The grievance procedure shall not obligate the Association to represent non-members.
- 4.7 Notwithstanding the expiration of this Agreement, any grievance filed before the expiration of the Agreement having begun thereunder may be processed through the grievance procedure until resolution.
- 4.8 Failure on the part of the Board or the employee/Association to meet any of the time frames specified in this grievance procedure shall result in the sustainment of the position of the party having met all time frames.
- 4.9 No reprisals of any kind shall be taken against any participant in the grievance procedure because of such participation. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.

## ARTICLE 5 SAFETY AND HEALTH

- 5.1 The Board will continue to make every reasonable effort to provide and maintain safe working conditions. The Association will cooperate in these efforts and encourage employees to work in a safe manner.
- 5.2 The Board agrees to provide the Association with a copy of the PAEC Accident Report Card regarding workman's compensation lost time accidents. Confidential material will be deleted prior to distribution.
- 5.3 No employee engaged in work which the worksite supervisor has determined to be hazardous, and warrants other than normal precautions to be taken, shall be permitted to work alone or beyond the call or observation of another employee.
- 5.4 It shall be the responsibility of the employee to report, in writing, potentially unsafe or hazardous conditions to the immediate supervisor who shall have the condition investigated. If an unsafe or hazardous condition exists, the supervisor will take steps to correct the condition.
- 5.5 The Board agrees that all district vehicles that transport employees shall be properly maintained.
- 5.6 The parties agree to establish School Safety Committees consisting of one (1) District representative and the Association President or designee. The committee will meet periodically as needed. Any employee may report a safety concern to their supervisor/principal.
- 5.7 A copy of all annual safety and facility inspection reports will be made available to the Association, upon request.
- 5.8 The Board shall provide approved first aid kits and materials in all work areas and on all vehicles.
- 5.9 Each school shall develop an emergency procedure to be utilized in any natural disaster or in the event a trespasser enters the building.
- 5.10 Educational Support Personnel shall not be required to administer medication or perform any medical procedures until properly trained.

When Educational Support Personnel occupy positions that require the performance of such procedures or voluntarily accept employment for or transfer to positions that have such requirements, they will receive proper training as specified in Florida Statutes. The School Board will fund costs of such training.

- 5.11 The Board will maintain heating and air conditioning equipment in each school.
- 5.12 The Board shall provide required safety clothing and equipment.

5.13 The use of cellphone apps or any other form of a software program that can be installed on a teacher's personal device shall be used on a voluntary basis only.

## ARTICLE 6 GENERAL EMPLOYMENT

- 6.1 It is the policy of the School Board of Gulf County to employ and retain as employees those best qualified to fulfill the needs of the public without regard to race, color, religion, national origin, sex and/or age.
- 6.2 The personal life of an employee is not an appropriate concern of the Board except as it may directly affect the employee's performance of properly assigned functions.
- 6.3 Substitutes will not be used to fill vacancies for more than six (6) weeks. If at that time a vacancy exists, it will be filled according to Article 11.
- 6.4 All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Thereafter, the Board shall not require any employee to take a physical or psychological examination unless, based upon the employee's performance, there is reason to believe a medical problem exists. The employee shall be notified in writing of the reason that warrants such examination. In all such cases, the employee shall select the physician and the Board shall pay for the examination and all other expenses.
- 6.5 All post job offer pre-employment costs such as fingerprinting, medical examinations and others will be at the expense of the new employee. The Board will make reasonable attempts to arrange for employees to have pre-employment physicals conducted by the County Health Department, or negotiate with a health care provider to obtain physicals at a reduced cost.
- 6.6 Employees who are assigned to be present at the worksite for continuous time as shown below shall be scheduled to the daily break(s) indicated. "Continuous" time is time spent at the worksite not including unpaid breaks.

<b>ASSIGNED TO BE PRESENT</b>	<b>BREAKS</b>
Less than 4 hours .....	None
4 hours.....	One 10 minute paid rest
More than 4 but less than 6 hours .....	One 10 minute paid rest
6 hours.....	One 10 minute paid rest
.....	One 30 minute unpaid meal
More than 6 hours.....	Two 10 minute paid rests
.....	One 30 minute unpaid meal

This rest and lunch provision shall not be applicable to bus drivers nor bus attendants who work less than seven (7) continuous hours.

- 6.7 Employees shall not be permitted or required to work before or after the workday without compensation.

- 6.8 In case of emergency employees may leave their work location, provided they receive prior approval of the facility manager or his/her designee.
- 6.9 Employees may leave school property during their lunch periods with their supervisor's approval.
- 6.10 Employees may be permitted to leave school property during work hours with their supervisor's approval or with appropriate leave.
- 6.11 A one year leave of absence, without pay, shall be granted to any employee upon application for the purpose of serving as a full-time, paid officer of the local, state, or national affiliate of the Union. Said employee may reapply each year and shall be granted a year's extension of the original leave.
- 6.12 All employees will be paid according to Board approved payroll dates.
- 6.13 All employees, upon reaching step 22, will receive a one-time longevity increment of \$500.
- 6.14 Job descriptions shall be written by job classification. Any new employee will receive their job description within one (1) week of hire. As job descriptions are updated, copies will be provided to the employee and Association.



## ARTICLE 7 EMPLOYEES' AUTHORITY AND PROTECTION

- 7.1 School employees have the authority and responsibility to establish and maintain a safe environment both in the school and on the school bus.
- 7.2 The worksite supervisor may delegate to any bus driver transporting students of the school such responsibility for control and direction of students as he/she may consider desirable.
- 7.3 Corporal punishment shall not be administered by any non-instructional employee.
- 7.4 Employees shall refer discipline problems to the teacher or the principal/site supervisor.
- 7.5 If the employee determines that the conduct of a student presents an imminent danger to the student, the employee or others, the employee shall report the situation to the teacher or the principal/site supervisor immediately. The student discipline referral form shall provide space for the referring party to comment about the facts of the case.
- 7.6 A written student disciplinary procedure, which shall be consistent with the terms of this Agreement and Board Policy, shall be posted in each school center and bus barn. A copy of the above disciplinary program will be included in the student handbook/information packet distributed at the start of each school year.
- 7.7 In the event an employee is verbally and/or physically assaulted, the employee will file a written report with the worksite supervisor. The worksite supervisor shall investigate and report assaults to the Superintendent and the appropriate law enforcement agency within twenty-four (24) hours, of his/her knowledge of the incident. The worksite supervisor shall investigate and report to the Superintendent.
- 7.8 The employee may file charges against the student should he/she desire to do so.
- 7.9 The worksite supervisor or designee may delegate any appropriate disciplinary authority to school bus drivers. The school bus driver shall have the authority and responsibility to control students during the time students are on the school bus. If an emergency should develop due to the conduct of students on the bus, the bus driver may take such prudent steps as are immediately necessary to protect the students on the bus which includes contacting the principal(s), SRD, or coordinator of transportation.
- 7.10 Bus drivers shall not be required to operate a bus under conditions in which one or more students pose a clear and present danger to the safety of the driver or other students, or the safety of the bus while in operation. The school district shall have measures in place designed to protect the bus driver from threats or

physical injury from students. In the case of a student having engaged in violent or blatantly unsafe actions while riding the school bus, the district shall take reasonable measures to ensure that such actions are not repeated.

- 7.11 The Board shall make every effort that all video recording devices are maintained in good working order.
- 7.12 An employee may use such force as is necessary to protect himself/herself from attack or to prevent injury to other employees and students.

## ARTICLE 8 EMPLOYEE RIGHTS

- 8.1 Tentative work schedules shall be available the last day of June before the next school year and no later than the last workday in December for the second (2<sup>nd</sup>) semester. It is understood the schedules are tentative and subject to change before the first (1<sup>st</sup>) day for students.
- 8.2 Pursuant to the implementation of the content of this agreement, employees shall be accorded all rights as guaranteed by the laws and the Constitution of the State of Florida and the United States of America.
- 8.3 All employees have the right upon written request to authorize payroll deductions for programs other than dues deductions that have been approved by the School Board.
- 8.4 All reports and forms required by the Board to be completed shall be completed on paid time.
- 8.5 Each employee shall have the right to inspect his/her permanent file(s). Such examination shall be done during normal business hours pursuant to an appointment made for such purposes, provided that the appropriate administrator may waive the need for an appointment. The employee may be accompanied by a representative of his/her choice, and a representative of the Board may also be present during such review. The employee shall not permanently remove any item from his/her file, but shall be allowed copies of such at cost.
  - A. When any signed complaint, reprimand, or other such evaluative material is added, deleted, or changed in an employee's permanent file(s), a copy of the same shall be made available to the employee, who shall acknowledge receipt of the same. If any employee is required to sign any such material within his/her file, such signature shall designate receipt only and not agreement.
    1. If the Board chooses not to investigate a complaint, no copy or record shall be placed in the employee's personnel or department file. Uninvestigated complaints shall not be used as a basis for any reprimand, other disciplinary action or evaluation.
  - B. All employees shall have the right to comment, responsively, without censorship, on all such evaluative material and said comments shall be included in their official records. Any such response should be submitted within fifteen (15) workdays after such material is provided to the employee. Such response shall be attached to file copies of such evaluative material to which the response is directed. Material shall be released outside of the Board as required by law and as the interests of the Board and/or the employee clearly require. If released, the employee shall be advised of the same to the extent permitted by law.

- C. No reprimand or discipline shall be discussed by the administrator(s) or representative involved in the presence of students, parents, or employees not involved in the events giving rise to such reprimand or discipline. Provided this shall not preclude such discussion as is necessary to establish the facts and/or the process such reprimand or discipline to the School Board.
- D. Prior to conducting any meeting with bargaining unit employees in which the employee may be subjected to reprimand, warning, or disciplined for any infraction of rules or delinquency in professional status: Principals, Administrators, or other supervisory/management personnel conducting such meeting shall inform the employee of his/her right to Association representation. Employees will be provided with a copy of Appendix E prior to the start of the meeting.
- E. The employee shall have 24 hours notice of any such meeting.
- F. No formal action (anything affecting future employment status) against an employee shall be taken on a basis of a complaint by a parent or student or other individual, nor any notice thereof, shall be included in the employee's personnel file unless the matter is first reported to the employee in writing. Such material can only be placed in the file through authorization of the Superintendent or designee. No anonymous complaints shall be placed in an employee's personnel file.

8.6 Classified employees shall be afforded the following:

- A. An employee required by the Board to provide his/her personal transportation shall be reimbursed by the Board at no less than the rate allowed by law. Such requirement shall not include routine travel to and from the employee's home and the worksite to which assigned.
- B. Employees shall be admitted without charge to school functions subject to the following conditions:
  - 1. The employee presents proper identification for admittance.
  - 2. Activities that are not controlled by the district are not subject to this provision.
- C. If an employee is sued in a tort action as a result of any action taken by the employee in the proper exercise of his/her responsibilities, the Board will provide for the defense thereof.

## ARTICLE 9 TRANSFERS AND REASSIGNMENTS

### 9.1 Voluntary Transfers

- A. Any employee who has been working at a work location for at least twelve (12) consecutive months or for his/her entire prescribed work year, whichever shall be lesser, shall have the right to apply for a transfer to another work location within the same job classification.
- B. The application shall be in writing and on a standard form furnished by the Board.
- C. In all other circumstances an employee may apply for transfer to another work location with the approval of his/her immediate supervisor.
- D. In the selection of employees requesting a voluntary transfer, when qualifications and documented experience among the applicants are substantially equal, seniority will prevail.

### 9.2 Involuntary Transfer

- A. Except in emergency situations, an involuntary transfer shall be made only after a meeting between the employee involved and the worksite supervisor, at which time the employee shall be informed in writing of the reason thereof. In the event that the employee objects to the transfer at this meeting, upon request of the employee, the Superintendent shall meet with him or her. The employee may have a representative of their choice present at such meeting.
- B. An employee being involuntarily transferred shall not be reduced in rank.
- C. An emergency is defined as: Circumstance(s) that develop beyond control of the school district necessitated by the needs of a student to be served.
- D. Employees who are transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.

### 9.3 Definitions:

- A. Reassignments: A reassignment is movement of an employee from one position to another at the same work site.
- B. Transfers: A transfer is movement of an employee from one work site to another.
- C. Seniority: Seniority is defined as the total number of years the employee has been continuously employed by the Gulf County School Board.

## ARTICLE 10 FAIR DISCIPLINE AND DISMISSAL

- 10.1 An employee who has completed an initial ninety (90) calendar days of continuous service during the first year shall not thereafter be discharged except for just cause. Extensions to this period for no more than sixty (60) calendar days may be granted by mutual written consent of the Board and the employee. An employee on a paid leave of absence shall be deemed to be in continuous service. Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to Article 12 herein nor otherwise challengeable under any other provisions of this Agreement.
- 10.2 Employees not employed on continuous employment contract will be employed on an annual contract for a period not to exceed three (3) years by the School Board. At the expiration of each annual contract, there will be no guarantee of a position for the coming year. If the position will be available the next year, the employee will be considered for another year. If the employee is non-renewed, then he/she will be notified by April 15. If the employee is re-employed for the fourth (4<sup>th</sup>) year, such service will be on continuing status.
- 10.3 The term "just cause" as used herein shall include but not be limited to the following reasons. It is agreed that an employee whom the Board determines to have committed any of the acts listed below shall be cause for immediate termination. This paragraph shall not be construed so as to require the Board to terminate an employee when it is determined by the Board that other disciplinary action may be more appropriate.
- A. Selling, using, being under the influence of or in possession of narcotics, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work in such conditions.
  - B. Intentionally defacing, destroying, or otherwise doing harm to Board property. Provided that the terms defacing, destroying, and/or harming as used herein shall not be construed to mean actions of an employee which are considered part of his/her normal work responsibilities nor any damages resulting therefrom.
  - C. Stealing, dishonesty, willful misconduct, willful neglect of duty, or gross insubordination.

## **CORRECTIVE MEASURES**

- 10.4 Except as identified above discipline shall be corrective and progressive in nature, and shall be given as soon as possible in relationship to the event giving rise to such action, but in no case more than seven (7) workdays after the investigation is complete. Employees who are terminated for reasons other than the types of reasons described above shall be provided with the sequence of corrective measures as provided below:
- A. First offense – oral warning – no less than one (1) oral warning shall be required provided that additional oral warnings may be used at the Board discretion.
  - B. Second offense – written warning and/or written reprimand if within ten (10) calendar months of first offense.
  - C. Third offense – suspension by the Superintendent without pay for no more than three (3) days.
  - D. Fourth offense – termination. The Board may, at its option, as a measure alternative to termination, return the employee to probation for a specified period of time in writing. It is the intent of the parties that such return to probation is for the purpose of stimulating the employee to improve his/her actions. An employee so returned shall suffer no loss of pay by reason of being returned to probationary status.

Corrective measures taken under (A) above shall be taken for just cause and such actions shall not be subject to the arbitration step of the grievance procedure of this Agreement. The reckoning period is twelve (12) months.

The term “offense” as used herein shall not be construed so as to necessarily mean the same offense and may be applied to any act of the employee whether or not of the same type.

In actions of either (A), (B), (C) or (D) above, the immediate supervisor of the affected employee shall schedule a meeting with the employee in order to discuss the actions(s) above. The employee is entitled to Union representation and will be notified of same by the supervisor.

- 10.5 The written actions in 10.4 above shall have as part of their content the reasons for the discipline, detailing the exact nature of the charges.

## ARTICLE 11 VACANCIES AND PROMOTIONS

- 11.1 Vacancies shall be defined as any bargaining unit position to be filled. The term “promotion” as used in this Article means the advancement of an employee to a higher rated job classification or the same classification and/or pay grade with additional hours of work in such classification and/or pay grade within the bargaining unit.
- 11.2 A current list of non-instructional vacancies in the Gulf County School system shall be posted in all schools for at least five (5) calendar days before the application deadline. If the District is on a four (4) day week during the summer, the position will be advertised for four (4) calendar days before the application deadline, so interested employees may have an opportunity to apply. Preference will be given to current employees for vacancies. Outside applicants shall not be considered until the five (5) most qualified employees, if available, as determined by the facility manager, have been interviewed. Seniority of employees interviewed will be considered before a final selection is made.
- 11.3 During the period of posting, employees, except probationary employees, who wish to apply for the open position, including employees on layoff may do so. The application shall be in writing and on a standard form furnished by the Board and such shall be submitted to the location(s) as may be specified in the notice.
- 11.4 Nothing contained herein shall be construed to prohibit the Board from filling a vacant position within the same pay grade by administrative transfer with agreement of the employee who is selected for transfer. In the event the Board elects to so fill a vacant position, the posting and selection procedures as described herein shall be applied to the vacancy created by such administrative transfer.
- A. An employee who is on layoff and applies for a posted vacancy shall be offered the position prior to a non-employee, provided the employee is the most qualified applicant.
- 11.5 In selecting employees for summer jobs, employment shall be offered to employees who:
- A. Have submitted the appropriate application, on or before the established deadline.
- B. Are qualified to perform the duties of the position.
- 11.6 A notice of the employees recommended for positions shall be included in the Board minutes.
- 11.7 An employee promoted pursuant to the preceding paragraphs who fails to achieve a satisfactory level of performance within thirty (30) calendar days shall have the right to return to the job from which he/she was promoted.



## ARTICLE 12 REDUCTION IN PERSONNEL

12.1 Except as otherwise provided herein, if it is necessary to reduce the number of employees or the number of hours to be worked, the most junior employee within the affected classification at the affected location shall be the first laid off or reduced, provided the remaining employees are able and qualified to perform available work. When employees are to be recalled, the first to be recalled shall be those last laid off within the preceding twelve (12) month period. For the purposes of this Article, layoffs and/or bumping shall utilize the following procedures:

- A. Bumping shall take place within the job classification at the affected work location, then by the geographic area. Countywide bumping shall be limited to those employees who are regularly assigned to work in the countywide department of maintenance and who, because of the nature of their jobs, may normally be expected to be assigned to work at any location in the county on any given workday. Maintenance employees who shall not be allowed to exercise this countywide bumping right include, but are not limited to, clerical and custodial employees.
- B. An employee who is within twelve (12) calendar months of fulfilling the legal length of service requirement necessary for vesting retirement rights in the Florida Retirement System and who is not otherwise entitled to countywide bumping rights, may at his/her option be provided the opportunity for such countywide bumping rights. An employee holding more than one (1) position shall establish seniority in each position independently provided his/her bumping rights shall be limited to the primary position.
- C. An employee who is promoted or transferred to another job classification within the bargaining unit and thereafter is affected by layoff or reduction in hours of work may exercise his/her seniority for bumping purposes in the job classification held immediately prior to such transfer or promotion as a regular employee.
- D. A list of employees on layoff shall be made available to all worksites. Such employees shall be offered the opportunity to substitute in their laid-off classification before other or non-employees are utilized. If utilized such employees shall receive the substitute rate of pay.

12.2 Subject to the preceding paragraphs, a bumping procedure shall be utilized to layoff in succession the most junior employees provided the remaining employees are able and qualified to perform the work remaining. In the event other Board effectuates the bumping procedure as described herein and as a result of such procedure an employee bumps into a position which he/she had bumping rights and the employee refuses to accept the assignment, the Board may dismiss the employee for refusal to accept the assignment. The right to waive bumping rights and accept layoff shall be limited to those layoff situations

where a reduction of hours is effectuated and shall not apply to an employee who suffers layoff as a result of the Board reducing the number of employees.

- 12.3 The Board shall provide the Union with a copy of the seniority register at the beginning of each school year and an update at the time of the notice of layoff. The seniority registry shall include the following information: employee name, classification, work site, and years of experience.

## ARTICLE 13 LEAVES

13.1 The following general provisions shall apply to all leaves:

- A. Leave may be granted on the request of an employee and shall be for a particular purpose or cause which shall be set forth on a form provided by the Board. If at any time the reasons given for requesting leave have changed, the employee shall promptly notify the Board and the employee shall be directed either to return to duty or continue on leave.
- B. Employees whose regular workday is more or less than eight hours per day shall earn and be granted appropriate leave on a pro rata basis.
- C. Employees shall be entitled to take sick leave in fifteen (15) minute or greater blocks of time.
- D. Employees shall not be permitted or required to arrange for completion of their duties during any leave of absence.
- E. If an employee on leave fails to return to work at the termination of the leave, he/she may be subject to disciplinary action.

13.2 The following leaves shall be provided the employee with full pay for any time absent:

- A. Each employee shall be credited with four (4) days of sick leave at the end of first month of employment of each contract year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of employment. However, no employee may earn, during any fiscal year, more than the total of one (1) day of sick leave for each month of employment. Sick leave is accumulative from year to year. Sick leave may be used for personal or immediate family illness or injury.
- B. The Board shall furnish each employee with a written statement setting forth the total accumulated sick leave credited for said employee.
- C. An employee shall be entitled to illness/injury in-line-of-duty leave with pay when he/she has to be absent from duty because of a personnel injury in the discharge of his/her duty or an illness contracted as a direct result of his/her employment, if it can be proven that the illness was not contracted from another source.
- D. Said leave for each illness or injury shall be for a period not to exceed ten (10) workdays during the school year. Said leave shall not be chargeable to sick leave, except as provided in Section E below. An employee may request additional leave as provided in Florida Statutes.

- E. If additional leave is needed and not granted under the provisions of Florida Statutes, the employee may elect to take accrued sick leave or to be paid under Worker's Compensation by using his/her accumulated sick leave. In that case, his/her remaining sick leave balance shall be prorated downward according to the percentage of his/her daily rate not paid through Worker's Compensation.
- F. Each employee shall have up to six (6) days personal leave per year with pay. Employees shall not be required to give reasons for personal leave other than it is personal. Requests for personal leave shall be submitted to the appropriate supervisor one day in advance of beginning such leave, except in cases of emergency. The approval of personal leave is contingent upon the need to ensure adequate staffing exists at each worksite.
- G. Upon written application, leave with pay may be granted for employees to be assigned to be temporarily away from their regular duties for the performance of other work related services, participation in surveys, meetings, study courses and workshops, chaperoning student groups, or participating in other activities at the discretion of the Superintendent. The Board shall grant such leave only for activities that serve to benefit the school system.
- H. Any employee subpoenaed to serve on jury duty or other court matter during working hours shall be granted leave with pay. The employee shall retain all mileage reimbursement received for serving on such duty.
- I. Any employee who is subpoenaed or summoned to testify in matters concerning his/her employment during working hours shall be granted leave with pay for such time, provided a copy of the subpoena or summons is attached to the leave request prior to taking leave. In such instances, the Board shall provide for the employee's expenses in such matters.
- J. Leaves with pay shall be granted for one (1) day, for the purpose of a physical examination required by induction into the military service. Copies of orders requiring the examination shall be provided the Personnel Department upon application for such leave of absence.
- K. An employee shall attach copies of all orders to his/her request for leave.
- L. The employee shall endeavor to have his/her periods of military training scheduled during his/her summer non-working period. In cases where the employee requests military leave during the school term, the employee shall furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.

13.3 Annual leave shall be subject to the following provisions:

- A. Twelve (12) month employees with up to five (5) years of service shall earn twelve (12) days annual leave per year; those employees with five (5) to ten (10) years of service shall earn fifteen (15) days annual leave per year; those employees who have ten (10) or more years of service shall earn eighteen (18) days annual leave per year. Employees assigned less than twelve (12) months shall not earn annual leave. Employees who previously held less than twelve (12)-month positions shall receive credit for the accumulation of annual leave for each year of full-time service in a 9, 10, or 11-month position.
  - D. Annual leave may be used any time during the year subject to the approval of the employee's supervisor.
  - E. Annual leave may not be used by an employee before completion of probation. If such employee leaves the school system, he/she shall receive no annual leave pay.
  - F. An employee who terminates for any reason shall receive payment for all the annual leave accrued through his/her last day of employment.
  - G. The length of such leave shall be for no less than one-half (1/2) of the employee's assigned workday unless otherwise allowed by the supervisor.
- 13.4 Long term leave without pay may be granted for reasons of illness, personal (including child rearing), political (including for and/or serving in public office), and military under the following provisions:
- A. Employees who are on Board approved long-term leave of absence shall not accept employment elsewhere, except as provided hereinafter for military or political or written approval is granted by the Superintendent. Acceptance of other employment shall cancel the leave and may subject the employee to disciplinary action.
  - B. All leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year the leave was granted.
  - C. Upon request of the employee, extension of leave shall be granted, said extension shall not exceed one (1) additional year.
  - D. A less than twelve (12) month employee who desires an extension of leave for a part or all the following school year must submit a request to the Superintendent in writing by May 1 of the school year for which leave was granted. In the event leave was granted after May 1, written request for an extension of leave should be made as soon as practicable. The Board shall notify all employees on leave of this provision, by mail, by March 15 of the year the leave is to end.

- E. A twelve (12) month employee who desires an extension of leave must submit a request to the Superintendent in writing at least two (2) months prior to the termination of the leave.
- F. Extended military leave shall be granted without pay to an employee who is required, or who volunteers to serve, required military obligations, in the Armed Forces of the United States.
- G. An employee granted long term military leave shall be reemployed provided that:
  - 1. The tour of duty is completed.
  - 2. An application for reemployment is filed within six (6) months following the date of discharge or release from active military duty.
  - 3. Reassignment within a reasonable time, not to exceed six (6) months is afforded the Board, except as provided by P.L. 94-286.

13.5 Employees shall be entitled to transfer sick leave credit from other Florida school districts or a state educational agency to the District. Transferred sick leave shall be in addition to sick leave that an employee is entitled to earn from the District. An employee's transferred sick leave shall not exceed the amount or rate earned during employment with the District.

13.6 TRANSFER LEAVE TIME

Any employee who is a recipient of such donated leave shall not use leave until all of his or her sick leave has been depleted. Employees may transfer sick leave to any Gulf School District employee pursuant and subject to the provisions identified in Florida Statute 1012.61.

13.7 PROFESSIONAL LEAVE

Professional leave of absence not to exceed thirty (30) calendar days may be granted to employees, provided regular employees with at least one (1) full year of employment may be granted professional leave up to one (1) calendar year.

Professional leave with pay may be granted when the experience shall be deemed to be of a substantial benefit to the Board and shall have direct and immediate application to the current role of the employee. Such leave may include meetings of professional organizations and such paid leave shall not be charged against accumulated earned leave.

Employees who are required by the Board to receive specialized training as a condition of continued employment shall not suffer a loss of pay or accumulated leave as a result of time spent receiving such specialized training. Specialized training as used herein shall be requirements which are applied by the Board subsequent to employment of the employee and are necessary for the employee to continue to meet the job requirements of the position.



## 13.8 MILITARY LEAVE

Military leave shall be granted without pay to employees who are required to serve in the armed forces of the United States or in this state in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the armed forces or National Guard, and may be granted at the discretion of the Board without pay to any employee volunteering for military duty. Employees granted such leave for military service shall, upon completion of the tour of duty, be returned to employment without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty; and provided further that the Board shall have a reasonable time, not to exceed six (6) months, to reassign the employee to duty in the school system.

Military leave for employees with fewer than twelve (12) months of employment shall not be granted unless the military certifies that special training is needed to maintain status and is not available during summer vacations.

Employees with twelve (12) month employment status may be granted military leave during the employment period.

Military leave shall be granted up to a maximum of seventeen (17) days in any fiscal year without loss of time, pay, or efficiency rating.

Leave request and copy of the military order, if possible, shall be received by the Board sixty (60) days in advance of the beginning of the date of leave.

## 13.9 EXTENDED ILLNESS

An employee who shall exhaust all accumulated sick leave, but who shall continue to be sick or disabled and unable to return to employment, shall be granted, upon application in writing to the Superintendent or designee, a leave of absence without pay for a portion of or the balance of the school year. Provided that when the employee's physician does not release the employee without restriction on the indicated return date, the employee shall be entitled to one (1) additional leave for a portion of or the balance of the school year. In instances where the employee's illness is prolonged and continuous, such application shall be transmitted not later than ten (10) workdays following the exhausting of sick leave, provided that the Board may waive the ten (10) day requirement when conditions surrounding the illness does not permit the application for said leave. In all other instances where sick leave is exhausted, the application for said leave shall be transmitted within two (2) workdays after the affected employee returns to work. The Board shall continue to grant full insurance benefits to such employees for a period of sixty (60) calendar days, provided that an additional twenty five (25) calendar days be granted to such employees who are disabled



because of injuries received while in the performance of work assigned by the Board.

If such employee shall continue to be sick or disabled, he/she may apply for one (1) additional year of leave without pay by filing a request for the same in writing to the Superintendent or designee no later than April 1.

#### 13.10 CONTINUATION OF BENEFITS

An employee who shall be granted unpaid leave of absence shall, during the period of such leave accrue no other benefits (except seniority where applicable), and with the approval of the plan administrators such employee may continue benefits by paying all of the required premiums on a timely basis and prescribed by the Board. An employee on unpaid leave due to illness or injury shall receive holiday pay for any holiday prescribed under Article 16 of this Agreement if such holiday occurs during the first thirty (30) calendar days of the unpaid leave provided that in no instance shall such holiday pay be granted for more than two (2) such holidays.

#### 13.11 REEMPLOYMENT RIGHTS

At the expiration of approved unpaid leave or an approved paid leave, the employee shall have the right to return to employment with the Board in the same job classification or a job of equal compensation provided that the employee has fulfilled the conditions of the leave. An employee granted unpaid leave for an injury received while in the performance of his/her duties as assigned by the Board shall have the right to return to employment with the Board in the same job classification at the same work location or if the position has been eliminated, a job of equal compensation provided that the employee is physically able to perform the work. Upon request of the Union Representative, the Director of Labor Relations will consider a request to return to work on light duty status and issue a decision on the request.

#### 13.12 BEREAVEMENT LEAVE

Each employee shall be entitled to two (2) days of paid leave for bereavement, which may include making arrangements for or attending the funeral of a spouse, child, sibling, parent, parent-in-law, or grandparent.

## ARTICLE 14 EMPLOYEE EVALUATION

- 14.1 The purpose of employee evaluation is to support decisions concerning employee discipline, promotion and improvement. Evaluation shall be the responsibility of the immediate supervisor who shall not be a member of the bargaining unit.
- 14.2 Within two (2) weeks of the beginning of each school year or after initial employment, whichever is applicable, the immediate supervisor shall fully inform each employee under his/her supervision of the evaluation procedures, criteria, standards, and instruments to be used as well as who will observe and evaluate his/her performance.
- 14.3 Probationary employees shall be evaluated not less than twice during the probationary period. All evaluations shall be conducted openly with full knowledge of the employee and without the use or aid of electronic equipment. The initial evaluation shall be preceded by a period of not less than thirty (30) workdays and there shall be a fifteen (15) workday period between each evaluation unless otherwise requested by the employee. Non-probationary employees shall be evaluated not less than once each year.
- 14.4 Employees shall receive all evaluations in writing within ten (10) workdays after observation for the purpose of evaluation. Such written evaluation shall note strengths, weakness (if any), and specific areas needing improvement (if any).
- 14.5 In the event specific areas needing improvement are noted, the employee shall be informed as part of the written evaluation what improvement needs to be made, what assistance management will provide in making the required improvements, the specific time frame within which the improvements must be made, and the consequences the employee will face if the improvements are not made within the required time frame.
- 14.6 Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation, but merely indicates receipt. No employee shall be required to sign an incomplete or blank evaluation.
- 14.7 If the employee does not agree with any portion of the evaluation report given to him/her, he/she shall have the right to a conference with the evaluator and to attach a written response to the evaluation report.

## ARTICLE 15 HOURS AND CALENDAR

- 15.1 The Calendar Committee appointed by the Superintendent shall develop a district school calendar to be recommended to the Superintendent. The composition of the Calendar Committee shall include a representative of the district administrative staff, a representative from the secondary school administrators, a representative from the elementary school administrators, the Association President, Instructional and Non-instructional Vice Presidents, and faculty/staff representatives from each school/worksites elected by the teachers/employees in that school. The committee shall elect a chairperson.
- 15.2 The following hours shall apply to the bus drivers:
- A. Bus driver/bus aides shall be paid for actual time worked. All bus drivers/bus aides will be hired for a minimum of four (4) hours.
  - B. The following hours shall be typical for the following employee work groups:
    - 1. Food service personnel shall be hired for a minimum of six (6) hours.
    - 2. Clerical/secretarial personnel shall work a seven (7) hour day.
    - 3. Teacher Aides/Paraprofessionals shall work a seven (7) hour day.
    - 4. Bus mechanics shall work an eight (8) hour day. During summer months, all bus mechanics will work a ten (10) hour day.
    - 5. Maintenance personnel shall work an eight (8) hour day.

No current employee will have his or her work hours reduced except through a RIF.

- 15.3 Employees shall be entitled to paid holidays according to the schedule in Appendix D. Employees shall receive pay equal to their regular hourly rate in effect at the time of the holiday. Should a holiday occur while an employee is on annual leave, the day shall not be deducted from the employee's accumulated annual leave. In instances that the holiday falls on a weekend, it shall be scheduled on the following Monday.

## **ARTICLE 16 EMERGENCY SCHOOL CLOSING**

- 16.1 When a school is officially closed by the Superintendent, and it prevents an employee from reporting for duty, such absence will not be charged as leave.
- 16.2 When a school is officially closed by the Superintendent, and if the state requires the district to make-up the day, the Superintendent or designee will meet with the association President or their designee as soon as practical to formulate a calendar adjustment for School Board approval. If a mutual agreement is not reached by the next five (5) working days, the Superintendent shall recommend a calendar adjustment to the Board.

## ARTICLE 17 COMPENSATION

- 17.1 The basic salaries of employees covered by this Agreement shall be set forth in Appendix A of this Agreement. In addition, for the 2015-2016 school year only all employees shall receive a one-time supplement of five hundred sixty dollars (\$560.00).
- 17.2 Employees shall receive credit on the salary schedule for all verified related experience including a maximum of two (2) years military service. A year of service is defined as full-time actual service rendered under contract for more than one-half of the number of days or more than one-half the number of total hours required for the normal contractual period of service for the position held. Sick leave and holidays for which an employee receives compensation shall count towards a year of service. All other types of leave and holidays are excluded. After initial hire and salary placement, employees transferring between positions within the non-instructional bargaining unit will receive full credit for all years of Gulf District experience.
- 17.3 Extra pay for extra duty positions are listed in Appendix B.
- 17.4 Employees shall have these options for receiving pay:
- A. Twelve (12) equal monthly installments.
  - B. Twenty-four (24) equal semi-monthly installments.
  - C. The amount in A for employees selecting twelve (12) checks will be the gross salary and payable the last workday of each month, August through June, with two (2) checks in June. The amount in B for employees selecting twenty-four (24) checks will be the gross salary and payable with one (1) check in August, two (2) checks each month September through April, four (4) checks in May, and three (3) checks in June.
- 17.5 Employees who may be required to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel in accordance with Board approved reimbursement rates.
- 17.6 The Board shall provide terminal pay upon retirement or death. Such terminal pay shall not exceed an amount determined as follows:
- A. During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
  - B. During the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.

- C. During the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
- D. During service years ten (10) through nineteen (19), the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
- E. During and after the 20th year of service, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.

If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled shall be made to his/her beneficiary. Employees who request terminal pay must provide reasonable notice of their intent to retire.

- 17.7 Upon resignation, retirement, or death, employees may take and shall be paid a lump-sum payment for any accrued annual leave. In the event of an employee's death, the beneficiaries shall be paid.
- 17.8 A person who would be eligible for the first time to retire under either State Retirement System shall have ten percent (10%) of his/her annual salary, excluding supplements, added to his/her annual salary provided that he/she, by December of the school year in which he/she first becomes eligible to retire:
  - 1. Completes the necessary procedures through the personnel director and,
  - 2. Retires effective by the end of the school year in which he/she first becomes eligible.

This sum will be paid in the last check.

- 17.9 All employees shall advance on the salary schedule on July 1 of each year unless the parties mutually agree otherwise.

## **ARTICLE 18 INSURANCE**

- 18.1 The Gulf County School Board shall contribute up to \$675.00 per month to the successful bidder for each full-time employee toward the cost of the approved health care single coverage plan.
- 18.2 The Association President or Non-Instructional Vice President or their designee(s) and one (1) employee representative who has been elected annually by the employees of each school/worksites shall serve on the County Insurance Committee.
- 18.3 The County Insurance Committee shall be informed of any proposed rate increases at least two (2) weeks in advance upon receipt of information from the carrier. The Committee shall meet and shall be responsible for making recommendations to the Superintendent and the Association for negotiations on the implementation of an insurance program for the employees of the School District.
- 18.4 It is understood that the County Insurance Committee is advisory only and is not a substitute for the collective bargaining process.

## **ARTICLE 19 TRAINING**

- 19.1 Board training programs shall be planned by a training committee comprised of one (1) Union selected employee from each work group and a number of Board selected committee members not to exceed the number of employees. The Board selected members shall not be part of the bargaining unit.
- 19.2 Planning of training programs shall be on the expressed needs of the employees. In developing training programs, priority attention shall be given to the following areas in addition to those otherwise planned:
  - A. Board policies, rules and regulations
  - B. Safety
  - C. Inter-group relations
  - D. Changes in specific jobs



## **ARTICLE 20 MISCELLANEOUS**

- 20.1 A copy of up-to-date Board policies and this agreement shall be placed in each media center, bus barn, and maintenance shop. The Association shall be provided with a copy of current Board policies.
- 20.2 Board policies shall be made consistent with this agreement relative to any item herein contained. The Board agrees that it will not, during the period of Agreement, officially adopt nor implement any term or condition of employment which conflicts with the provisions of the Agreement.
- 20.3 After this agreement has been ratified by both parties, The District shall post a copy of this agreement, on the District website and post a copy at all worksites.
- 20.4 Any employment contract between the Board and an employee shall be subject to the terms of this agreement.
- 20.5 This agreement may be changed, added to, deleted from, or modified only through procedures as provided in Article III.
- 20.6 Employees shall not be required to attend meetings for which the purpose of said meeting is solicitation.
- 20.7 The district may choose to install video cameras at various work sites. These cameras are installed primarily for security reasons.

## **ARTICLE 21 SUB-CONTRACTING**

- 21.1 The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be transferred to persons not covered by this Agreement without prior written agreement of the Union.
- 21.2 Maintenance and/or capital outlay work shall be subcontracted only when it is more economical and/or practical to do so.
- 21.3 The Board agrees not to enter into any agreement with any employee or group of employees which conflicts with any provision of this Agreement.
- 21.4 The Board shall not assign non-unit employees, including supervisors and/or managers, to perform the work of employees except as the needs of the school district clearly require.
- 21.5 The Board agrees not to privatize any bargaining unit positions during the life of this contract except as required by an emergency.

## **ARTICLE 22 GENERAL SAVINGS**

- 22.1 If any provisions of this Agreement be declared illegal by a court of competent jurisdiction, then that provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions of this Agreement shall remain in full force and effect to the extent they may be implemented without the deleted items. By mutual agreement the subject matter affected by such declaration of illegality may be renegotiated at any time; however, if this Agreement shall be in effect for at least twelve (12) calendar months following such declaration of illegality, the parties shall renegotiate the affected provisions, such negotiations to commence within thirty (30) workdays and to continue for sixty (60) calendar days or until agreement can be reached thereon, whichever shall be the sooner. Any such renegotiation shall not be subject to any of the impasse provisions of Chapter 447, Sections 447.403, and 447.409 of the Florida Statutes.
- 22.2 The Superintendent shall fulfill his/her obligations as provided for in Chapter 447, Section 447.309 of the Florida Statutes.

## ARTICLE 23 OVERTIME

- 23.1 One and one-half (1 1/2) times the employee's regular rate shall be paid for overtime work under either of the following conditions:

All work performed in excess of forty (40) hours in one (1) week.

All work performed in excess of ten (10) hours in any twenty-four (24) hour period beginning with the employee's regularly scheduled starting time except employees regularly scheduled to work then (10) hours for four (4) days per week shall receive overtime pay for hours in excess of the ten (10) hours in any twenty-four (24) hour period beginning with the employee's regularly scheduled starting time.

- 23.2 Accruing compensatory time requires the specific written approval of the appropriate supervisor or administrator.

- 23.3 The employer agrees that scheduled overtime work will be distributed equitably among qualified employees within a worksite. Employees assigned to overtime work must be qualified to perform the overtime work. It is recognized that certain factors; i.e., TDE, leave, continuity on jobs of short duration, peculiar environmental or skill requirements, etc., may cause temporary imbalance in the equitable distribution of overtime. The employer agrees, when scheduling overtime work, to notify the employees of the specific times for the overtime (i.e., when to begin the overtime and the days for which the overtime is authorized). Employees will normally begin their overtime work immediately following or preceding their normal work hours during the basic workweek. Weekend hours will be set according to the schedule needed to complete the necessary work.

It is agreed that overtime may be required of employees by the employer. If an employee is relieved of an overtime assignment at the employee's request, the hours of overtime declined will be considered as overtime hours worked for determining the equity of overtime distribution. Employees who have been relieved from an overtime assignment at their own request will not be denied further overtime on a particular project or task because of the request. It is recognized that employees have legitimate reasons for requesting relief from overtime assignments.

The Board agrees to maintain accurate records of all overtime work and to provide a report of all overtime worked to the worksite Association Representative when requested. Records will include hours scheduled, hours refused, and hours accepted on a weekly basis.

- 23.4 An employee shall receive a minimum of two (2) hours pay for being called in to work after his/her normal working hours. This section shall not apply to an extension of work hours immediately prior to or following the regular workday.

- 23.5 The total number of hours worked and the overtime hours along with the premium pay received for such overtime hours shall appear on the employee's pay stub for such pay period.
- 23.6 Any work assigned and performed on a designated paid holiday or on a Sunday will be paid at one and one half (1 1/2) times the employee's regular rate of pay.
- 23.7 The Board agrees that any changes in an employee's normal workweek hours shall not be for the purpose of circumventing the overtime provisions of this Agreement.

## ARTICLE 24 BUS DRIVERS

24.1 Bus drivers shall be in two (2) classifications: Regular and standby.

- A. Regular bus drivers and regular bus attendants shall be assigned to be established routes as their primary assignment. They may be assigned other departmental work as the needs of the district clearly require. They shall not be assigned other departmental work as their primary assignment.
- B. Regular bus drivers are regular employees and shall receive no less than twenty (20) hours of pay for each full five (5) day week of work. Regular bus attendants shall receive no less than twenty (20) hours of pay for each full five (5) day week of work.

Regular bus drivers and regular bus attendants shall accumulate these twenty (20) hours in each full five (5) workweek but not including Saturday and Sunday or after 5:50 p.m.

- C. The bumping procedure as provided in Article 12 of this Agreement shall only be applied to bus drivers and/or bus attendants when all of the conditions below are met:
  - 1. Reduction of hours for regular bus drivers when such reduction affects hours above twenty (20) hours in one (1) week and such reduction is for more than sixty (60) minutes per normal workday.
  - 2. Reduction of hours for regular bus attendants when such reduction affects hours above twenty (20) in one (1) week and such reduction is more than sixty (60) minutes per normal workday.

This article shall not be construed so as to obligate the Board to make such payment in the event a bus driver or bus attendant is unwilling to perform the twenty (20) hours of work if such hours are assigned by the Board.

- D. Standby drivers are substitute employees who may be called to assist in driving routes or other departmental work on an as-needed basis. Standby drivers shall be given a copy of this Agreement at the start of their training.
- E. A standby field trip assignment log will be posted on the bulletin board. At the end of each month the log will be updated. Standby drivers only will be listed on this log. A copy of the field trip assignment log as provided herein shall be made available to the Union representative concurrent with such posting.

24.2 Reasonable effort shall be made to spread work opportunities for field trips equitably among all regular bus drivers. The Board shall post a monthly current

field trip assignment log in the area assigned to bus drivers in each bus compound. The log shall list regular drivers' field trip assignments and shall be, upon request, reviewed quarterly by the Union representative and Area Supervisor. The following procedure shall be utilized for field trip assignments:

- A. A regular bus driver is normally expected to be available for field trip assignments. A driver who does not wish to drive field trips may submit such request on the proper form and he/she will not be required, except in an emergency, to accept a field trip assignment. Drivers who become regular drivers after the beginning of the school year shall be required to drive field trips and shall not have the option described above.
- B. A driver shall not have the right to place any restrictions or conditions on his/her acceptance of field trip assignments.
- C. Substitute bus drivers will be paid on a per day basis of \$42.60 and will be paid \$10.65 per hour for extra-curricular trips. Regular bus drivers will be paid \$16.15 per hour for extra-curricular trips.
- D. Exceptions to the procedure as outlined above will be made at the discretion of the Transportation Coordinator when the needs of the school district can be best met by making these exceptions.
- E. The spreading of opportunities for field trips will be accomplished over a substantial period of time, but within each normal work year.
- F. A listing of field trips shall be posted weekly in each compound showing starting point, destination, time and assigned driver. Provided that such posting reflects field trip status at the time of posting and does not require daily update.
- G. At the beginning of the school year, the names of all drivers will be placed in alphabetical order. The alphabetical order of the names shall determine field trip assignment order.

24.3 Prior to assignments of routes each normal school year, routes by administrative area of the district shall be posted in each bus compound. Wherever such information is known at the time of posting, the following shall be included: out-in time, bus number, and school(s) served. Such information is subject to change as the needs of the district require. A driver may, at his/her option, apply for any such posted routes. Seniority will be among the factors considered during the assignment of routes. Drivers on leave or who are otherwise not physically present during the period of route posting and selection shall not be allowed to participate in the selection process. The route selection process shall only apply to route assignments at the beginning of the normal school year. Drivers who are assigned routes using the process described in this paragraph shall not be reassigned to a different bus route except with the affected driver's agreement or for no arbitrary reasons. In the event a driver is reassigned as provided herein,

he/she shall be reassigned to the route driven by the least senior driver in the administrative area.

To meet the unique needs of students, one (1) route per transportation shall be exempt from the normal process of assigning routes by seniority. The Transportation Coordinator shall determine which routes are exempt from assignment by seniority. Only routes where the special needs of students require selection assignment shall be eligible to be exempt.

- 24.4 Video cameras and other recording devices used in buses shall not be used for personnel evaluations, unless employee misconduct is revealed. It is understood that the use of such devices is primarily for the purpose of student discipline and driving training.
- 24.5 The Board will pay for any costs associated with the renewal of each bus driver's CDL license including both the renewal fee and the cost of the medical exam to a physician selected by the Board.



## ARTICLE 25 DRUG FREE WORKPLACE

The Board's policy is to provide a drug free workplace in which employees are free from use of illegal drugs and abuse of alcohol. Any employee determined to be in violation of this policy is subject to disciplinary action as outlined below.

- A. In the event the supervisor believes a violation exists, he/she:
1. Shall counsel privately with the employee regarding the situation.
  2. Shall obtain the opinion of a second supervisor.
  3. If supervisor(s) concur, the employee may be removed from work that day and
    - a. be sent home,
    - b. be counseled to a medical facility,
    - c. be counseled to a rehabilitation facility, or
    - d. be counseled to an Employee Assistance Program, if available.

In such events, the employer will provide safe transportation.

4. In the event that such behavior reoccurs, progressive discipline will be used, unless a severe circumstance is involved.
- B. The Board will maintain federal and state constitutional rights of all employees. Supervisors with reasonable suspicion to believe that an employee is using an illegal drug and/or using alcohol, may require a drug and/or an alcohol screening test.
- C. The Board shall provide a drug free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's (School Board) workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  2. Establishing a drug free awareness program to inform employees about:
    - a. The dangers of drug abuse in the workplace.
    - b. The (School Board) policy of maintaining a drug free workplace.
    - c. Any available drug counseling, rehabilitation, and employee assistance programs.

- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

**ARTICLE 26 TERM OF AGREEMENT**

This Agreement shall be effective as of **July 1, 2022** and shall continue into effect until **June 30, 2025**. Re-openers shall be on salary and insurance. Should any changes in this contract be necessitated by Florida legislative action, they shall be reopened. Any other re-openers shall be by mutual agreement unless specified otherwise.

GULF COUNTY EDUCATION ASSOCIATION  
BOARD  
FEA, NEA, AFT, AFL-CIO

GULF COUNTY SCHOOL

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Krissy Gentry  
GCEA President

---

Denny McGlou  
Chairman

---

Michael Petty  
MSSU Executive Director

---

Jim Norton  
Superintendent of Schools

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Leonard Dietzen  
Lead Negotiator

**APPENDIX A  
GULF COUNTY SCHOOL BOARD  
NON-INSTUCTIONAL  
SALARY SCHEDULE**

## **APPENDIX B GULF COUNTY SCHOOL BOARD SUPPLEMENTS**

## APPENDIX C OFFICIAL GRIEVANCE FORM

NAME \_\_\_\_\_

SCHOOL/WORKSITE \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ HOME PHONE \_\_\_\_\_

### STEP ONE

- A. Date cause of grievance occurred \_\_\_\_\_
- B. Relates to Article(s) \_\_\_\_\_ of contract
- C. Statement of grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. Relief sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)(Date)

### STEP I DISPOSITION

Disposition by Immediate Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Signature) \_\_\_\_\_ (Date)

- One (1) copy to Superintendent
- One (1) copy to Grievant
- One (1) copy to Immediate Supervisor
- One (1) copy to Association

## APPENDIX D WORK & HOLIDAY SCHEDULE

<b>Positions</b>	<b>Number of Days Worked</b>	<b>Number of Paid Holidays</b>	<b>Number of Holidays</b>	<b>Total Days Paid</b>
Bus Drivers (10 months)	184	0	28	184
Bus Maintenance (12 Months)	246	4	10	250
Computer Tech (12 months)	246	4	10	250
Custodians (12 months)	246	4	10	250
Finance Staff (12 months)	246	4	10	250
Maintenance (12 months)	246	4	10	250
Paraprofessional (10 months)	190	1	24	191
Secretary ( 10 months)	200	6	19	206
Secretary (12 months)	246	4	10	250
Secretary (10 months)	190	6	19	196
SFS Asst. Manager	183	0	30	183
SFS Regular (10 months)	179	0	29	178

## APPENDIX E RIGHT TO REPRESENTATION

Employees represented by Gulf County Education Association have the right to Association representation during any examination, interview or meeting with Board representatives if the employee reasonably believes that the meeting may result in disciplinary action. If you desire Association representation for any examination, interview, or meeting that you believe may result in disciplinary action, you must request Association representation. Inform the administrator or other Board representative conducting the meeting that you desire representation. The Board Representative is required to stop the meeting. You must contact the Association immediately. You may contact your facility's Association Representative(s), or you may call the Association at 763-3416. The meeting may resume once an Association Representative is present.

Location of meeting:

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Attendance during meeting: \_\_\_\_\_

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Reason for meeting: \_\_\_\_\_

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Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Signature of Administrator \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

### **EMPLOYEE MUST INITIAL ONE:**

\_\_\_\_\_ I choose representation and understand a meeting will be scheduled within 24 hours.

\_\_\_\_\_ I choose to meet without representation during this meeting only.

Distribution: Original to the District.

One copy to the employee.

One copy to the Association.

**APPENDIX F GCEA MEMBERSHIP FORM**

**Gulf County Education Association Membership/Dues Authorization Form**

**Continuing Membership Payroll Deduction Authorization**

I hereby authorize that my membership in the Gulf County Education be considered as continuing for this and future years unless and until written notification and dissolution of the Agreement is given by me in the manner prescribed in Article 2.7. I further authorize that any increase in local, state, or national dues that may from time to time occur be automatically applied to my payroll deduction payments.

**PLEASE PRINT**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Last 4 Digits Social Security Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Home email:** \_\_\_\_\_

**Registered to Vote:** \_\_\_\_\_  
(optional)

**Work Location:** \_\_\_\_\_ **Job Classification:** \_\_\_\_\_

**D.O.B.** \_\_\_\_\_

**Signature of Employee:** \_\_\_\_\_

**Mail to: Gulf County Education Association – 1610 Beck Avenue – Panama City, FL  
32405**