

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

BROWARD TEACHERS UNION,
LOCAL 1975,

Case No.

Plaintiff,

v.

BROWARD PRINCIPALS' AND
ASSISTANTS' ASSOCIATION, INC.,

Defendants.

_____ /

COMPLAINT FOR INJUNCTIVE RELIEF

Plaintiff, Broward Teachers Union, Local 1975 ("BTU"), by and through its undersigned counsel, hereby files this Complaint for Permanent Injunction against Defendant Broward Principals' and Assistants' Association, Inc. ("BPAA"), and alleges:

1. This is an action for permanent injunction to enjoin BPAA's wrongful interference with BTU's legally mandated duty to fairly represent its members.
2. Jurisdiction is vested in this Court pursuant to Article V, Section 5 of the Florida Constitution and Chapter 26, Florida Statutes.
3. BTU is a labor organization as defined under Fla. Stat. § 447.02, that has standing to maintain this cause of action pursuant to Fla. Stat. § 447.11. BTU is the certified exclusive bargaining agent of Education Professionals, Education Support Professionals, and Technical Support Professionals employed by the School Board of Broward County ("SBBC"), pursuant to Fla. Stat. § 447.307, representing approximately 18,000 public employees. These public employees work with students on a daily basis and are charged with their education, health, welfare, and safety.

4. BPAA is a private Florida not-for-profit corporation acting on behalf of certain principals and assistant principals working at the SBBC.

5. The actions complained of herein occurred in Broward County, Florida (“Broward County.”)

6. Venue is appropriate in Broward County as the acts giving rise to this action occurred in Broward County and the parties are located in Broward County.

7. “To obtain a permanent injunction, a plaintiff must establish a clear legal right, an inadequate remedy at law and that irreparable harm will arise absent injunctive relief.” *K.W. Brown & Co. v. McCutchen*, 819 So. 2d 977, 979 (4th DCA 2002) (internal citation omitted).

8. Public employees, including BTU’s public employees in Broward County, have certain legal rights pursuant to Fla. Stat. § 447.301(2):

[p]ublic employees shall have the right to be represented by any employee organization of their own choosing and to negotiate collectively, through a certified bargaining agent, with their public employer in the determination of the terms and conditions of their employment. Public employees shall have the right to be represented in the determination of grievances on all terms and conditions of their employment.

9. Further, “[p]ublic employers or their agents or representatives are prohibited from [i]nterfering with, restraining, or coercing public employees in the exercise of any rights guaranteed them under this part.” Fla. Stat. § 447.501(1)(a).

10. On multiple occasions during the current school year, BTU has attempted to obtain access to certain public school locations in Broward County in order to carry out the union’s legally mandated duty to fairly represent its members. The representatives have been wrongfully denied access onto these SBBC public school properties by and at the insistence and/or instruction of BPAA to certain of its member principals and assistant principals.

11. In order to comply with its legally mandated duty, BTU representatives must have and are entitled to access to the public schools where their members are assigned to, among other things, investigate teaching conditions, employee complaints, problems, official union business, to post notices of union activity, and to deal with safety concerns, including those of an immediate nature.

12. Since the start of the current 2017-2018 school year, BTU has on multiple occasions been denied physical access to public schools as the result of the wrongful interference of BPAA, as it directs its members to block, or attempt to block, BTU from coming into the schools to meet with the public employee educators and professional staff that they must represent by law and contract.

13. Only a few days into the new school year, on or around August 24, 2017, in order to deny BTU the ability to represent its members, BPAA sent a formal letter to SBBC requesting they “remov[e] and preclud[e]” BTU representatives from entering schools with BPAA member principals and assistant principals.

14. On or about April 9, 2018, upon realizing that BTU representatives were meeting with and speaking to BTU members at school, a BPAA member principal surreptitiously contacted BPAA leadership and, upon information and belief, received direction to wrongfully “end the meeting and escort BTU off campus.” By this wrongful action BTU was physically blocked from fully carrying out its legally mandated duty.

15. On or about May 14, 2018, a BTU member from Pasadena Lakes Elementary School in Broward County called her BTU representative with health and safety concerns. Her concerns dealt with mold in a classroom and a problem with classroom locks. BTU representatives arrived to inspect the issues and instead were confined to a certain room. Throughout their time on

the public school property they were not allowed to inspect the BTU member's health and safety concerns.

16. On or about May 15, 2018, a BPAA principal had a BTU representative, who had arrived at a public school to speak with BTU members and carry out her legally mandated duty, forcibly escorted from the public school without cause or reason. The BTU representative was forced to leave the public school or have the police officer follow her around the school while she spoke with BTU members. Union members are less likely to be candid and forthcoming with their representatives if they are being surveilled, especially if that surveillance is carried out by a police officer. The BTU representative was eventually forced to leave the public school.

17. On or about May 24th, 2018, BTU representatives arrived at Olsen Middle School in Broward County, Florida to inspect a member's health and safety concerns. Upon arrival, the BTU representatives checked in. One of the BTU representatives was confronted by School Resource Officers, who at the direction of the BPAA principal, informed the BTU representative that she would have to leave. Upon information and belief, the School Resource Officers were instructed by the BPAA principal to escort the BTU representatives off of school grounds under threat of arrest.

18. In order to appropriately and effectively carry out its duty to fairly represent its members, BTU must have and is entitled by law and contract to have access to its members and their respective work locations. BTU must meet its legally imposed obligation to meet its duty.

19. “[A]bsent extraordinary circumstances, a public employer may not restrict the rights of employees to discuss organizational interests *at the work site* during the employees’ nonwork time.” *School Board of Dade County v. Dade Teachers Association, FTP-NEA*, 421 So. 2d 645 (Fla. 3d DCA 1982) (emphasis added.)

20. BPAA continues to interfere with BTU's union rights for the purpose of impinging on BTU's mandatory duty to represent its members.

21. As a direct and proximate result of BPAA's wrongful actions of interfering with BTU's rights to access, BTU and its members have and will continue to suffer irreparable harm by not being able to fully and timely represent its members on public school sites.

22. The acts of BPAA will continue into the future unless enjoined as BTU has no adequate remedy at law for damages since the damage is of a character that cannot be remedied or estimated monetarily. BPAA's acts are irreparably harming BTU and its members and, as such, BTU seeks this equitable relief.

23. BTU members are tasked with the daily education, welfare, and safety of their students and without an injunction enjoining BPAA from continuing to interfere with BTU's mandatory duty of fair representation, these actions preventing BTU from fairly accessing and representing its members will continue to the detriment of its members and, ultimately, to the detriment of the students and the public school system.

24. BTU has met all conditions precedent to bringing this action.

WHEREFORE, BTU asks that BPAA be permanently enjoined from further interfering with the rights of BTU and its members, and for such other relief as this court deems proper.

Dated: May 29, 2018

Respectfully submitted,

PHILLIPS, RICHARD & RIND, P.A.
9360 SW 72 Street, Suite 283
Miami, Florida 33173
Telephone: (305) 412-8322
Facsimile: (305) 412-8299
Email: mrichard@phillipsrichard.com

By: /s/ Mark Richard

Mark Richard, Esq.
Florida Bar No. 305979