

**ARTICLE TWENTY-NINE  
UNION RIGHTS**

- A. **Access Rights:** The BTU and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, in accordance with Board policy and rules.
- B. **Equipment:** The BTU and its representatives may, upon approval of the principal, have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating and photocopying equipment, calculating and computing machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The BTU may pay for the reasonable cost for such use and for all materials and supplies incidental to such use.
- C. **Posting of Notices:** The BTU shall have the right to post notices of activities and matters of BTU concern in the same location as employee mailboxes, as well as on such bulletin boards previously designated or as designated by mutual agreement of the BTU steward and the principal. Only official BTU notices may be posted. Notices endorsing any national, state, or local political candidate shall be prohibited. The BTU shall have the right to use the Board mail system providing that the union complies with all provisions of the Private Express Statutes, including postage requirements. The parties shall agree on procedures prior to implementing the use of Board's mail system. The use of the District electronic mail system shall be permitted in accordance with the guidelines listed below:
1. The District's electronic mail system is software that is licensed to the SBBC for District business purposes and that email communications are generally not exempt from the public records requirements of Chapter 119, Florida Statutes.
  2. Use of the District's electronic mail system is a privilege afforded to employees for the efficient operation of the District business practices.
  3. BTU Stewards shall be permitted to access and utilize their location electronic mail as it relates to their roles as union representatives. The following rules shall apply for such usage:
    - a. BTU Stewards shall abide by Florida Statute, The Code of Ethics and the Principles of Professional Conduct of the

Education Profession in Florida, and the provisions of Article 29, Union Rights.

- b. BTU Stewards shall also comply with all applicable provisions of School Board Policy 5306, School and District Technology Usage.
  - c. The first violation of the provisions outlined in subsection A and B above shall result in a written warning to the offender with a copy to the President of the BTU and the Director of Employee & Labor Relations.
  - d. A second violation of the provisions outlined in subsection A and B above shall result in a three-month suspension of electronic mail privileges to the offender. The BTU President and the Director of Employee & Labor Relations shall be notified when such action is taken.
  - e. A third violation of the provisions outlined in subsection A and B above, shall result in a six-month suspension of the District electronic mail privileges to the offender. The BTU President and the Director of Employee & Labor Relations shall be notified when such action is taken.
  - f. A fourth violation of the provisions outlined in subsection A and B above, shall result in permanent suspension of the District electronic mail privileges for the offender. The BTU President and the Director of Employee & Labor Relations shall be notified in writing when such action is taken.
- 4. District employees on leave shall be afforded a District electronic mail account.
  - 5. The BTU and the SBBC shall jointly provide training to include the review of the District's electronic e-mail policy once per year to the BTU stewards.
- D. **Conduct Business:** ~~Duly authorized representatives of the BTU and its respective affiliates may, with the approval of the principal, be permitted to transact official union business on school property at all reasonable times, provided that this shall not interfere with or disrupt normal school operations. Approval will not be unreasonably withheld.~~

Stewards will be provided release time to carry out their duties as union representatives on five (5) days in the school year as selected by the BTU

prior to the start of the school year and excluding any days during the first/last week of school or before/after a holiday. BTU shall appoint one steward at each worksite who shall be released for the entire workday for the purpose of attending union meetings, training activities, joint labor/management activities, or for addressing union responsibilities at the worksite as determined by the BTU. On one (1) of these five (5) days in the school year on a mutually agreed date, the parties agree to schedule collaborative training on labor/management issues for stewards and administrators.

- E. **Information and Reports:** The Board agrees to furnish to the BTU, in response to reasonable request, annual financial reports and state audits, periodic financial reports regularly submitted by the Superintendent to the Board; Superintendent's tentative budget and the final budget; full Board agendas furnished Board members and minutes of Board meetings; names and addresses of all employees, salaries paid thereto and certificate rank and years' experience thereof; pupil enrollment, enrollment projections, membership and attendance data; and such other specific information, if available, as will assist the BTU in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU to process any grievance.

Failure to furnish the above requested information shall not be the basis of a grievance unless it can be affirmatively shown that the information sought can be specifically identified and is available in the form sought and the information sought, in the form requested, is denied after a reasonable time. Unintentional inaccuracies of the information furnished and subsequent revisions of data based on revised information shall not be the basis of a grievance.

- F. **Discrimination:** The provisions of the Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, handicap or marital status.
- G. **Board Agenda:** The BTU may appear on the Board agenda to discuss Board business. In order to do so, the Superintendent must be contacted in accordance with regular notice requirements in advance of the Board meeting, in order that the item may be placed on the official Board agenda. The presentation shall be limited to the topic listed.
- H. **Payroll Dues Deduction:** The Board shall, upon written assignment authorization of the employee, deduct BTU dues. The BTU shall furnish, distribute and process assignment authorization forms, said forms to be filed by BTU with the Division of Human Resources & Equity. Employees

who desire to become members of the BTU shall file their assignment authorization forms with the BTU. Pursuant to such authorization, the Board shall deduct such annual sum as authorized in equal monthly payments from the employee's regular salary check, beginning with the salary check received by the employee in the month following the date of authorization. Bargaining unit members working less than 7.5 hours per day who have authorized dues deduction shall have deducted from their pay an amount equal to 50 percent of the dues amount paid by full-time teachers. Such authorization shall continue in effect from month to month thereafter, unless revoked by the employee in writing to the BTU and to the Division of Human Resources & Equity, not less than thirty (30) days prior to the next payroll cutoff date.

The deductions shall be remitted not less frequently than monthly to the BTU. The right to such dues deductions shall be granted exclusively to the BTU and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU shall notify the Division of Human Resources & Equity of the amount of any change in annual dues to be deducted not later than the last workday of the month prior to the month in which such change becomes effective. The BTU agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this section.

- I. **Other Deductions:** Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, BTU special service programs, or any other plans or programs approved by the BTU and the Board as a part of this Agreement, or additional programs approved by the Board that are not a part of this Agreement. The BTU agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all administrators against any and all claims, costs, suits or other forms of liability, and all court costs arising out of the application of the provisions of this section programs approved by the BTU.
  
- J. **School Visitation and Meetings:** Upon prior notification at the site, ~~the BTU president, staff and/or other BTU representatives may, upon approval of the principal,~~ will be allowed to visit schools to investigate teaching conditions, employee complaints, problems, official union business, or for other purposes, except political campaigns, relating to BTU affairs, subject to the following:

1. All BTU officers and representatives shall comply with School Board Policies and school site procedures for site visitations.
  2. BTU representatives may visit and confer with individual bargaining unit members at any time other than their student contact time or school meetings.
  3. BTU representatives may visit and confer with bargaining unit members before and after the school day provided such meetings do not interfere with any scheduled school activities.
  4. If BTU representative desires to confer with multiple employees, the principal will facilitate the visit by assigning a reasonable location for the representative to confer with employees upon the request of BTU.
- K. **Reports at Faculty Meetings:** The BTU steward(s) shall, upon notice to the principal of the agenda, be given an opportunity at each building faculty meeting to present brief reports and announcements not to exceed ten (10) minutes.
- L. **Labor-Management Meeting:** Representatives of the Superintendent and the BTU may request and shall be granted a Labor-Management meeting at any time during the school year for the purpose of discussing the administration of this Agreement. Each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what it wishes to discuss.
- M. **Membership Pins:** No employee shall be prevented from wearing pins or other identification of membership in the BTU or its affiliates.
- N. **State Convention:** The school calendar each year shall include a teacher planning day on that Friday during the annual convention of the state affiliate of the BTU. Employees with official responsibilities at such meeting, as verified to the Superintendent by the BTU president, shall be granted temporary duty leave for that Friday.
- O. **Union Leave:** The president and vice president of the BTU, the president of the state affiliate, and the executive officers of the national affiliate shall be granted temporary duty leave for their respective term of office. Also, a bargaining unit member who has more than three (3) years of experience in Broward County and is hired by the Broward Teachers Union as a full-time staff representative is eligible for a temporary duty leave.

Upon return from leave, the employee shall be placed in the same position held before such leave, or if such position is not available, to a substantially equivalent position within the scope of the employee's certification. Such employee shall have the right to continue participation in the retirement system and insurance programs of the district, as well as to receive credit for salary increments, all as if in actual service to the district. The BTU shall reimburse the Board for the actual cost of such employee's salary and benefits.

P. **Paid Leave Days:** The Board shall provide a pool of paid leave days not to exceed 1,500 in any given school year for the purpose of conducting certain union business. The following criteria shall govern the use of said leave days:

1. The BTU president or his/her designee shall notify the Board's Director of Employee & Labor Relations or his/her designee not later than five (5) working days in advance of the requested leave day. The purpose and nature of the leave shall also be provided at that time.
2. Through the Employee & Labor Relations Department, the Board shall pay the cost of the substitute, if required, for any requested leave by an employee to attend special meetings called by the Board or to participate on any committee identified in this Agreement. Such leave shall not be deducted from the pool of leave days allocated to the BTU.

If the reason for the requested leave is for the purpose of conducting union business, then the BTU shall reimburse the Board the actual cost of the substitute, in a timely manner. Such leave days shall be deducted from the pool of leave days allocated to the BTU.

3. No bargaining unit member may use more than five (5) consecutive workdays of leave in a school year. No bargaining unit member may use more than fifteen (15) days from the pool in a school year. However, by mutual agreement, this limitation may be extended by the parties.

Q. **Computer Tapes:** The Board agrees to provide to the BTU the dues deduction computer tape printout from PY511J, or its equivalent if the system should change, as requested by BTU, to transfer data to BTU contracted independent computer services. BTU agrees to reimburse the Board for the actual additional cost of such service.

- R. **Sole Bargaining Agent:** The rights granted to BTU in this Agreement shall be granted to BTU exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.
- S. **Contract Enforcement:** BTU officers, stewards and other BTU representatives shall be allowed to engage in activities directly related to the administration of the Agreement when not directly instructing students.
- T. **Roster of Bargaining Unit:** The Board agrees to furnish the BTU, four (4) times each year, June 15, September 15, December 15, and March 15, two (2) full file information rosters of bargaining unit members, (one in alphabetical order by location--one in alphabetical order).
- U. **Parking/I.D. Passes:** The President of the BTU and all full-time paid professional BTU staff shall receive parking and identification passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The BTU shall provide a written list of paid, professional staff members, and the name of the President of the Union to the ~~Associate Superintendent of~~ Chief Human Resources & Equity Officer. This provision does not cover BTU support staff, such as secretaries. The number of passes shall not exceed fifteen (15).
- V. **Harassment of Steward(s):** The official BTU steward(s) at each school should not be subject to harassment, abusive language, upbraiding, insults or interference by a principal in the performance of the steward's official union duties. Steward complaints under this paragraph shall not be subject to the provisions of Article Thirty-Four but shall be directed to the appropriate ~~Area Superintendent~~ Chief School Performance & Accountability Officer for final and binding decision. The BTU shall provide a list to the Superintendent not later than March 1st of each year containing the names of the official BTU stewards at each school. The number of stewards at each school is limited to the formula listed in Appendix ~~L~~ H of this agreement. The BTU will provide the Superintendent with the names of new stewards who are replacing another steward whenever such action is necessary.
- W. **Superseniority for Stewards** pertaining to summer school employment, and involuntary transfers can be found in Article Six-F and Article Twenty-Five D respectively.
- X. **Florida Law:** Nothing contained herein shall be construed to deny or restrict to any employee rights granted under the Florida School Laws or other applicable laws and regulations.

- Y. **Release Time for Union Meetings:** BTU stewards and members of the BTU Executive Board may be released early to attend monthly meetings, with the approval of the principal, provided that this shall not interfere with or disrupt normal school operations. Approval will not be unreasonably denied.

The BTU agrees to provide the ~~Associate Superintendent for~~ Chief Human Resources & Equity with a list of stewards and Executive Board members and shall also provide a schedule of their meetings by September 15<sup>th</sup> each year.

- Z. Stewards' planning periods shall be scheduled at the end of the student day, where feasible.