

**ARTICLE FIVE
UNION RIGHTS**

- A. **Access Rights:** The BTU-TSP and its representatives shall have the right to use school district buildings at all reasonable hours for meetings, in accordance with Board policy and rules.

- B. **Equipment:** The BTU-TSP and its representatives may, upon approval, have the right to use facilities and equipment, including computers, email services, printers, faxes, 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-TSP may pay for the reasonable cost for such use and for all materials and supplies incidental to such use.

- C. **Posting of Notices:** The Board shall provide bulletin board space in each department or office for the posting of union notices and newsletters. The BTU-TSP shall have the right to post notices of activities and matters of BTU-TSP concern. Only official BTU-TSP notices shall be posted. Notices endorsing any national, state or local political candidate shall be prohibited.

- D. **Conduct Business:** Duly authorized representatives of the BTU-TSP and its respective affiliates may, with approval, be permitted to transact official union business on school district property at all reasonable times, provided that this shall not interfere with or disrupt normal school district operations. Approval will not be unreasonably withheld.

- E. **Information and Reports:** The Board agrees to furnish to the BTU-TSP, 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 to Board members and minutes of Board meetings; names and addresses of all employees, salaries paid thereto, job titles, pay grade placement and work locations; pupil enrollment, enrollment projections, membership and attendance data; and such other specific information, if available, as will assist the BTU-TSP in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU-TSP 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, political affiliation, religion, national origin, age, sex, disability or marital status.
- G. **Board Agenda:** The BTU-TSP may appear on the Board agenda to discuss Board business not in violation of labor laws.
- H. **Payroll Dues Deduction:** The Board shall, upon written authorization of the employee, deduct BTU-TSP dues. The BTU-TSP shall furnish, distribute and process assignment authorization forms, said forms to be filed by BTU-TSP with the Division of Human Resources. Employees who desire to become members of the BTU-TSP shall file their assignment authorization forms with the BTU-TSP. Pursuant to such authorization, the Board shall deduct such annual sum as authorized in equal 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. Deductions shall be made from those checks designated by BTU-TSP during the fiscal year. Such authorization shall continue in effect from month to month thereafter, unless revoked by the employee in writing to the BTU-TSP 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-TSP. The right to such dues deductions shall be granted exclusively to the BTU-TSP and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU-TSP shall notify the Division of Human Resources & Equity of the amount of any change in annual dues to be deducted no later than the last workday of the month prior to the month in which such change becomes effective. The BTU-TSP 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-TSP special service programs, or any other plans or programs approved by the BTU-TSP and the Board as a part of this Agreement. The BTU-TSP 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.

- J. **Worksite Visitation:** The BTU-TSP president, vice-president and/or other BTU-TSP representatives may, upon approval of the worksite administrator, be allowed to visit school district buildings to investigate working conditions, employee complaints, problems, or for other purposes relating to BTU-TSP affairs.
- K. **Membership Identification:** No employee shall be prevented from displaying discrete symbols identifying membership in the BTU-TSP or its affiliates on their person or in work areas specifically assigned to them.
- L. **Time for Official Duties:** It is agreed to and understood by the parties to this Agreement that BTU-TSP stewards and other official representatives may, without loss of pay, and with prior approval, attend pre-disciplinary meetings, process grievances, participate in collective bargaining negotiations and take part in labor-management committee meetings and other Board committee meetings which the BTU-TSP is invited to attend during their normal working hours. BTU-TSP representatives shall conduct their duties in such a manner as not to disrupt normal district business and services. The supervisor's approval to attend any such meetings shall not be unreasonably denied. Employees with official responsibilities during the annual convention of the state affiliate of the BTU-TSP, as verified to the Superintendent by the BTU president, shall be granted temporary duty leave for the convention.

With prior approval, up to four (4) hours per month may be used by stewards to resolve problems between two (2) bargaining unit members that negatively affect the operation of the department.

- M. **Union Leave:** The vice-president of the BTU-TSP shall be granted temporary duty leave for their respective term of office. Also, a bargaining unit member who is hired by the Broward Teachers Union-Technical Support Professional as a full-time or part-time staff representative is eligible for a temporary duty leave for a period not to exceed four (4) fiscal years provided that the leave coincides with the beginning and ending of a fiscal year.

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. 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-TSP shall reimburse the Board for the actual cost of such employee's salary and benefits.

- N. **Paid Leave Days:** The Board shall provide a pool of paid leave days not to exceed one hundred (100) days for every fiscal year thereafter for the purpose of conducting certain union business. The following criteria shall govern the use of said leave days:
1. The BTU-TSP president or his/her designee shall notify the Board's Director of Employee & Labor Relations or his/her designee no 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. If the supervisor of the employee who is requesting the leave decides to hire a substitute/temporary employee, the BTU-TSP shall reimburse the Board for the actual cost of the substitute in a timely manner.
 3. No bargaining unit member may use more than five (5) consecutive workdays of leave in a fiscal 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.
- O. **Electronic Reporting:** The Board agrees to provide to the BTU-TSP the dues deduction information in electronic format, as requested. BTU-TSP agrees to reimburse the Board for the actual additional cost of such service.
- P. **Sole Bargaining Agent:** The rights granted to BTU-TSP in this agreement shall be granted to BTU-TSP 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.
- Q. **Contract Enforcement:** BTU-TSP officers, stewards and other BTU-TSP representatives shall be allowed to engage in activities directly related to the administration of the Agreement so long as they do not disrupt the normal operations of the school district.
- R. **Roster for Bargaining Unit:** The Board agrees to furnish the BTU-TSP, four (4) times each year, September 15, December 15, March 15 and June 15, two (2) full file information rosters of bargaining unit members, (one in alphabetical order by location – one in alphabetical order).

- S. **Rights of Steward(s):** The official BTU-TSP steward(s) shall not be subject to harassment, abusive language, upbraiding, insults or interference by a supervisor in the performance of the steward(s) official union duties. The BTU-TSP shall provide a list to the Superintendent no later than March 1st of each year containing the names of the official BTU-TSP stewards at each worksite. The BTU-TSP will provide the Superintendent with the names of new stewards who are replacing another steward whenever such action is necessary.

- T. **Right to Engage in Activities:** Employees shall have the right to engage in concerted activities not prohibited by law. Employees shall have the entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida. Employees shall be entirely free from political domination or coercion or the pretended necessity of making political contributions of money, other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

- U. **New Employees:** The Board shall provide a list of newly hired employees to BTU-TSP monthly.

- V. **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.

- W. **Parking/I.D. Passes:** The School Board shall provide BTU-TSP with parking passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The number of passes shall not exceed five (5). The President of BTU shall provide a written list of paid, professional staff members to the Chief Human Resources & Equity Officer. This provision does not cover BTU support staff, such as secretaries.