

**ARTICLE 5**  
**Employee and BTU-ESP Rights**

- A. **Rights Under the Law:** Nothing contained herein shall be construed to deny to any employee rights granted under the Florida School Laws or Laws or other applicable laws and regulations.
- B. **Information to Union:** The Board agrees to furnish the BTU-ESP with the following at a charge not to exceed that authorized by Florida Statutes, Section 119.07 along with any other information requested by BTU-ESP allowable under state statute and other applicable laws:

First Name/Last Name  
Home Address  
Home Phone Number  
Work Location  
Job Classification  
Personnel Number  
Dues Deduction Amount  
Employment Date  
Bargaining Unit Date

Such information shall be sent via electronic format on a quarterly basis.

- C. **Use of School Buildings:** The BTU-ESP and its representatives shall be permitted to hold monthly meetings with all ESP employees before school hours, after regular school hours, or at other reasonable times determined by the principal provided that such use does not disrupt school operations or result in overtime compensation to other staff who may be required to be present while the school remains open for use. If rental is charged, it shall be in accordance with Board policy.
- D. **Use of School Facilities and Equipment:** The BTU-ESP and its representatives may, upon approval of the principal, have the right to use school facilities and equipment, including computers, copiers, 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-ESP shall, upon request by the principal, pay for the reasonable cost for such use and for all materials and supplies incidental to such use. Whenever possible, employees shall have the right to access District e-mail from designated computers at the work location with the understanding that student contact time shall not be interrupted. The Principal/Designee shall designate which computers are allowed for employee use. If more employees exist than computers for designated use, the

Principal/Designee may rotate employee use on such equipment on a basis that provides equal time among all affected employees.

**E. Use of Bulletin Boards and Mailboxes:**

1. **Bulletin Boards:** BTU-ESP shall have the right to post notices of activities and matters of BTU-ESP concern in a designated area assigned by the school principal at each school or center. Only official materials from BTU-ESP or its affiliate may be posted. (Notices endorsing any national, state or local political candidate shall be prohibited.)
2. **Mail Services:** BTU-ESP may use the District mail service, including employee mailboxes, for official communication to education support professionals, provided the BTU-ESP complies with all provisions of the Private Express Statutes, including postage requirements. The parties agree that should the Private Express Statutes change regarding required postage, this provision shall be modified accordingly. BTU-ESP and the District shall develop guidelines for this service and for appropriate charges prior to implementing the use of the mail service.
3. BTU-ESP Stewards shall be permitted to access and utilize their location electronic mail as it related to their roles as union representatives. The following rules shall apply for such usage:
  - a. BTU-ESP Stewards shall abide by Florida Statute, School Board Policy 5306, School and District Technology Usage, and the provisions of Article 5, Employee and BTU-ESP Rights.
  - b. The first violation of the provisions outlined in subsection a. above shall result in a written warning to the offender with a copy to the President of the BTU-ESP and the Director of Employee & Labor Relations.
  - c. A second violation of the provisions outlined in subsection a. above shall result in a three (3) month suspension of electronic mail privileges to the offender. The BTU-ESP President and the Director of Employee & Labor Relations shall be notified when such action is taken.
  - d. A third violation of the provisions outlined in subsection a. above, shall result in a six (6) month suspension of the District electronic mail privileges to the offender. The BTU-ESP President and the Director of Employee & Labor Relations shall be notified when such action is taken.

- e. A fourth violation of the provisions outlined in subsection a. above shall result in permanent suspension of the District electronic mail privileges to the offender. The BTU-ESP President and the Director of Employee & Labor Relations shall be notified in writing when such action is taken.
- F. **Transaction of BTU-ESP Business:** Duly authorized representatives of the BTU-ESP may, with the approval of the principal, be permitted to transact official BTU-ESP business on school property at all reasonable times, provided that this shall not interfere with or disrupt normal school operations.
- G. **Board Furnished Materials:** The Board agrees to make available to the BTU-ESP, Board agendas furnished other organizations and minutes of Board meetings; names and addresses, and telephone numbers of all employees; salaries paid thereto and years of service; and other such specific publicly available information, as will assist BTU-ESP in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU-ESP to process any grievance.
- H. **Right to Address the School Board:** The BTU-ESP may appear on the Board agenda to discuss Board business. In order to do so, the Superintendent must be contacted at least ten (10) days in advance of the Board meeting in order that an administrative review may be conducted and the item placed on the official Board Agenda. The presentation shall be limited to the topic listed.
- I. **School Visitation:** The BTU-ESP President and/or other BTU-ESP representatives may, with the approval of the principal, be allowed to visit schools to investigate employee concerns, problems or for other purposes relating to BTU-ESP affairs.
- J. **Payroll Deduction:** The District shall, upon written authorization of the employee, deduct BTU-ESP dues. The BTU-ESP shall furnish, distribute, and process authorization forms, said forms to be filed by BTU-ESP with the Payroll Department. Employees who desire to become members of the BTU-ESP shall file their authorization form with the BTU-ESP. Pursuant to such authorization, the District shall deduct such annual sum as authorized in equal payments according to a schedule mutually agreed to by the parties from the employees regular salary check, beginning with the first pay check in the pay period following date of authorization for new members. Such authorization shall continue in effect from month to month, thereafter unless revoked by the employees in writing to the BTU-ESP and to the Payroll Department, 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-ESP, with a list of members and the amount deducted year-to-date.

The right to such dues deduction shall be granted exclusively to the BTU-ESP and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU-ESP shall notify the Payroll Department 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-ESP 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.

Upon appropriate written authorization from the employee, the District shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, BTU-ESP special services programs, or any other plans or programs approved by the BTU-ESP and the Board as a part of this Agreement or additional programs approved by the Board that are not a part of this Agreement.

- K. **Non-Retaliation Clause:** An employee shall not be subject to warning, corrective action, retaliation or harassment because of his/her participation in BTU-ESP activities and/or participation in the grievance (Article 4) process. All grievances or complaints arising from this provision shall be processed through procedures established under Chapter 447 of Florida Statutes.
- L. **BTU-ESP Exclusivity:** The rights granted to BTU-ESP in this Agreement shall be granted to BTU-ESP 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.
- M. Principals or other appropriate administrators shall be responsible for immediately reporting to the Superintendent, through Special Investigative Unit (SIU), any person who (1) commits assault or battery upon any employee, or upbraids, abuses or insults any employee during employment, on school property or at a school activity, and (2) any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof. SIU shall make an immediate investigation. If the investigation indicates that the charges are warranted, the Superintendent shall assist the insulted person in filing charges against the individual who committed the insult/assault.

- N. The District agrees to furnish the BTU-ESP, three (3) times each year, November 1, February 1 and March 15, two (2) full file information rosters of bargaining unit members, (one (1) in alphabetical order by location - one (1) in alphabetical order); at no cost to the BTU-ESP.
- O. The Vice-President of the BTU-ESP, Local Union Executive Officer, 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. 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 job classification. 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 increment, all as if in actual service to the District. The BTU-ESP shall reimburse the District for the actual cost of such employee's salary and benefits.
- P. **Student Pick Up and Drop Off:** Education support professionals shall not be required to open and/or close automobile/van doors for students, load or unload children from vehicles, secure children in car seats, or load and/or unload student supplies. This section shall apply only to students picked up or dropped off in a private vehicle.
- Q. **Physical Restraint of Students:** When a need for physical restraint training is identified, the Principal/designee shall seek the approval through the Office of School Performance and Accountability (OSPA) for a designated team to be certified. At least one (1) education support professional employee may be given the opportunity to be a member of the team. Physical restraint procedures shall be performed for the duration of the certification period for each designated team member.
- R. **Professional Development:** When it does not adversely impact the operation of the school or the school's budget, principals shall approve requests from education support professionals to receive job-related training during normal work hours that will enhance or improve their ability to perform the duties required of their job. Requests for training shall not be unreasonably denied and may be subject to the grievance procedure.
- S. **District Mandatory Child Abuse Reporting/Employee Protection:** Employees have a duty to report child abuse to the child abuse hotline at 800-962-2873 and the employee shall not be retaliated against for making such report. In addition, such information may also be reported to the principal/designee. The confidentiality of information reported to The Department of Children and Families (DCF) shall be maintained in accordance with the Florida Statutes, Section 39.202.

- T. **Domestic Violence Leave:** The parties mutually agree that upon approval of and in alignment with a School Board policy on Domestic Violence Leave, the three (3) days of leave as outlined by Florida Statute shall be paid leave for employees who are victims of domestic violence as defined in Florida Statutes, Section 741.28.
- U. **Parking/I.D. Passes:** The President of the Broward Teachers Union-Education Support Professionals (BTU-ESP), full-time paid professional staff, and employees serving on District committees shall receive parking and identification passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The BTU-ESP shall provide a written list of paid, professional staff members, District committee members, and the name of the President of the Union to the Chief Human Resources & Equity Officer.
- V. **Student Ratio To Education Support Professionals:** When the number of breakfast/lunch participants exceeds one hundred (100) students at one sitting, the principal will consider allocating additional education support professionals to the breakfast/lunch program. The decision to allocate additional education support professionals shall be at the sole discretion of the principal/administrator.
- W. **Super Seniority for Stewards:** Whenever possible stewards shall be given super seniority exemption from layoff. By March 1<sup>st</sup> the BTU-ESP will provide the Superintendent with a list of official building representatives. Should the stewards vacate their position for any reason, the BTU-ESP shall notify the Superintendent and provide a replacement name.
- X. **Custodial Duties:** ESP employees shall not be required to perform custodial duties outside the scope of the job expectations for their position such as, but not limited to, cleaning floors or furniture, emptying trash, washing bathroom facilities, changing light bulbs, dusting, and wiping desks, when such duties are not directly related to the instructional program, student activity or service they support.