



ARTICLE III
UNION RIGHTS

III.1 **DUES AND ASSESSMENT DEDUCTIONS**

If permissible by law, members and potential members of the Union shall be entitled to payroll deduction of Union dues and assessments. Employees shall complete a dues deduction form and deliver said form to the Union for processing. Duly authorized payroll deduction shall remain in force until revoked in writing by the employee who shall give thirty (30) days of prior notice to the Board and the Union. Absence on an unpaid leave, including a general leave of absence, shall not constitute revocation of authorized payroll deduction for union dues and assessments. Union dues shall be collected in twenty (20) equal deductions in an amount specified annually by the Union. Deductions shall be remitted to the Union no later than the second work day after the deduction is made. In regard to dues deduction, the Board shall be held harmless in all cases of tort and civil liability brought by a Union member when such action is taken or not taken as a reliance upon the names of employees whose dues have been deducted. The Board is expressly prohibited in the collection of any fines, penalties, or special assessments (except Political Action Committee) (F.S.447.303).

III.2 **BULLETINS, NOTICES, NEWSLETTERS AND ANNOUNCEMENTS**

- A. Prior to each Regular and/or Special Board Meeting, the District shall post a copy of each School Board Agenda and related backup material on the district web page.
- B. Copies of all bulletins to employees which are posted on the bulletin boards shall be provided to the Union Representative, upon request. Newsletters from all departments shall be provided to the Union, upon request.
- C. The Union shall be provided with copies of bulletins, notices, newsletters, and announcements which pertain to members of this bargaining unit, upon request and at no cost to the Union.

III.3 **COMMUNICATION**

- A. The Union and its representatives shall be allowed to communicate with its members and potential members. Union Representatives may distribute material or discuss Union matters during breaks, meal times and other non-work time.
- B. Written communications to the Board from the Union shall be directed to the Superintendent or his/her representative at 75 North Pace Boulevard, Pensacola, Florida 32505. Written communications from the Superintendent to the Union shall be directed to the Union President and staff at 6551 North Palafox Highway, Pensacola, Florida 32503.
- C. Bulletin board space shall be reserved in each school or department area in a location to be designated by the supervisor, in consultation with a Union Representative at such



school or department. All Bargaining unit employees shall be notified of the location of said bulletin board. Said space shall be readily accessible to all members of the bargaining unit, for the posting of the Union notices and other material dealing with proper and legitimate Union business. All such notices and other material shall be identified as Union material and bear a Union logo or other Union trademark. Authorized Representatives of the Union shall be empowered to post these materials. The Union agrees that it will not post notices of a defamatory or inflammatory nature. The District's Chief Negotiator shall have the right to remove or authorize the removal of notices that do not comply with the provisions of this section.

All-weather bulletin boards which are accessible to bus operators and bus assistants shall be provided and maintained for Union and Board use at all fueling locations.

All kitchens shall have a designated union bulletin board or a clearly marked union area on a multi-use bulletin board.

- D. In the event there is no Union representative in any department, school, office, center, or assigned work site, an authorized Representative from another department, school, office, center, or work site may be designated as the authorized representative by the Union President or staff to carry out all duties and responsibilities of Union representatives as listed in this Agreement. If a Union Representative is required to travel to another work site, she/he shall notify her/his supervisor prior to being away from her/his work site during lunch or breaks. The Union representative shall receive permission prior to leaving during the work time for Union business.
- E. Employees shall be permitted to wear Union buttons (less than 2" x 2" in size) **and other Union promotional materials such as shirts, pants, shorts, hats, and other similar apparel**, while on duty, **provided that such items do not interfere with the performance of their duties, assigned uniform, or violate any applicable safety regulations**. EXCEPTION: If during food preparation the button would create a safety hazard, the employee may be requested to remove the button until the task is completed.
- F. The Union shall have the right to use District facilities before and after the work day to conduct meetings with the authorization of the building principal or supervisor. Additional custodial and other expenses incurred as a result of the meetings will be paid by the Union. Every effort will be made to schedule the meetings with the principal or supervisor three (3) days in advance.
- G. The Union shall have the right to have brief announcements about Union meetings and activities on whatever communication system is available. Union announcements will be restricted to times when regular employee announcements are made and/or to times when students are not present.
- H. The Union will be provided a courier mailbox at the J. E. Hall Center. All correspondence shall include a return address and sender's name.



UNION LEAVE

III.4

- A. The Union shall have one thousand forty (1,040) work hours to be used for Union business. The leave request must first have prior approval from the union. The Union shall notify the District as soon as possible prior to using these hours and shall arrange the leave so as to not disrupt any work site unduly. Normal District guidelines shall be followed.
- B. The President of the Union or other Union representatives designated by the President, shall upon request, be granted full or part time leave during his/her term of office. The President or designee shall receive experience credit for placement on the salary schedule and shall be allowed to retain all benefits and retirement credit while on leave. The Union shall reimburse the Board for all costs incurred by this stipulation. This cost shall include retirement, salary and other fringe benefits. Upon expiration of this leave, the employee shall return to his/her previously assigned duty and worksite.

III.5 **COPIES OF THE AGREEMENT**

The parties agree that upon ratification of the ESP contract, the District and the Union will put the contract on the respective websites. The location of this Agreement on the district web page shall be provided by the District to all employees in the positions included within this bargaining unit.

III.6 **UNION REPRESENTATION**

- A. The Union shall be represented by at least three (3) Escambia ESP members named by Escambia ESP on any District committee or task force related to the members of this unit, except the Board of Trustees of the Escambia District Self Insurance Plan.
- B. Escambia ESP shall be represented by three (3) Escambia ESP members appointed by Escambia ESP on the District Sick Leave Pool Committee.
- C. At least one (1) Escambia ESP member shall be nominated by the Escambia ESP members at each site and elected by the bargaining unit members at each school to serve on the School Advisory Council for that site. If no volunteers are identified, this position may be left vacant.