

TA 4/30/24
mfur
april 30th 2024

ARTICLE II
Association and Professional Employee Rights and Duties

- A. The Board and the Association hereby agree that every professional employee of the Board shall have the right to organize, join and support, or refrain from joining and supporting, the Association for the purpose of engaging in negotiations and other lawful activities. The Board and the Association agree that it will not encourage or discourage, **nor** deprive or coerce any professional employee of any rights conferred by the agreement; ~~that it~~ **As a result of an employee's membership or non-membership in the Association, the Board** will not discriminate against any professional employee with respect to wages, hours or terms and conditions of their employment, ~~by reason of membership or non-membership in the Association,~~ participation in any lawful activities of the Association or collective negotiations with the Board, or institution of any grievance under this Agreement.
- B. The Association shall have the right to use school buildings for meetings for non-political activities when professional employees are not on duty, provided that **the following occurs:**
1. The use of the building be cleared with the principal/designee at the school facility to be used.
 2. The principal shall be informed in advance of any such meeting.
 3. The principal shall have the ability to schedule the area within the building where the meeting is to be held.
 4. Any additional expenses incurred by the use of the facility shall be paid by the Association.
- C. The Board agrees that the Association may contract with any school center at the option of the principal or the building administrator for the following services: use of computers, duplicating equipment, and audio-visual equipment at times when such equipment is not in use or scheduled for use, provided **that the following occurs:**
1. All costs as contracted for these services are paid by the Association, including damage or loss of equipment.
 2. No employee of the Board will engage in any work on this equipment for the Association during their duty hours.
 3. Established equipment checkout procedures are followed.
 4. No equipment will be used for political purposes.
- D. The Board agrees ~~that~~ the Association shall have the right to ~~post Association communications~~ **communicate** with its bargaining unit members **through utilizing mailboxes, electronic mail, and on a the Association bulletin board which can also be digital.** ~~or section thereof in each school/work site or other areas designated by the administrator for employees' use in a location not normally available to students.~~ **provided all School Board policies are followed and the following stipulations apply:**
1. A copy of all such bulletin board material shall be shown or provided to the administrator or designee.
 2. Items ~~placed on bulletin boards~~ are to be non-political in nature.
 3. ~~The Association agrees that the bulletin board~~ **All items** will be used for legal purposes in communications with the members of the bargaining unit, and that the

communications will not be critical or derogatory of the Board or Board representatives.

4. ~~The Association agrees that the placing of any literature on bulletin boards~~ All items will be handled in such a manner as not to disrupt the operation of the school in any way.
5. The Association recognizes that the Board will remove any items from bulletin boards and/or mailboxes that do not meeting these requirements. In the event something is removed, the Association representative will be notified.
6. The Association agrees that electronic mail is not a secure communication and is subject to open records review as called for by Florida Statutes.

E. No employee of the Board will conduct any business other than School Board business while on duty except during duty-free lunch period.

F. Duly authorized employees of the Association (limited to a maximum of two at any one time) who are on an official list provided to the Superintendent, after presenting written credentials to the Building Administrator or their designee, shall be permitted to transact official Association business on School Board property provided that no contact will be made with professional employees while on duty. and further provided that this Authorized individuals shall not interfere with or disrupt normal school or School Board operations.

G. ~~The parties agree that the Association may communicate with its bargaining unit members by placing materials in individual mailboxes when available, or in group boxes provided in individual buildings or work sites:~~

1. ~~All such material shall be shown, or copy provided to the administrator or their designee, prior to placement in the boxes and will be signed or initialed by a representative of the Association.~~
2. ~~Items placed in boxes are to be non-political in nature, other than simple announcements or endorsements.~~
3. ~~The Association agrees that the boxes will be used for legal purposes in communications with the members of the bargaining unit, and such communications will not be critical or derogatory of specific individuals.~~
4. ~~The Association agrees that the placing of any literature in boxes will be handled in such a manner as not to disrupt the operation of the school in any way.~~
5. ~~The Association recognizes that the Board will remove any item from the boxes not meeting these requirements.~~
6. ~~Association president/designees may utilize district mailboxes to deliver correspondence to building representative on occasional situations with the following stipulations:~~
 - a. ~~The school district will be held harmless for items placed in district mailboxes.~~
 - b. ~~The size of the package to be delivered will not exceed the size of the mailbox.~~

H. ~~The parties agree that Association may communicate with its bargaining members by electronic mail provided all applicable School Board Rules are followed and the following stipulations apply:~~

1. ~~Electronic communication will be nonpolitical in nature.~~

2. ~~The Association agrees that electronic mail communication will be used for legal purposes with the members of the bargaining unit, and such communication will not be critical or derogatory of specific individuals.~~
 3. ~~The Association agrees that the use of electronic mail will be handled in such a manner as not to disrupt the operation of the school in any way.~~
 4. ~~The Association agrees that electronic mail is not secure communication and is subject to open records review as called for by Florida Statutes.~~
- I. The Board agrees to ~~open to examination to~~ the Association ~~President~~ **can request** any official public record (not considered confidential under Florida law) provided that no official record leaves the custody of the Board's representative and provided that the Association agrees to reimburse the Board at the rates established in School Board Rule 3.07.
- J. All provisions of this Agreement shall be applied without regard to membership or non-membership in the Association, race, creed, color, religion, national origin, age, sex, sexual orientation, gender identity, or marital status.
- K. No professional employee shall be subject to discipline under the provisions of the Agreement by virtue of their legal exercise of religious or political activities, or the lack thereof.
- L. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association and its affiliates as specified on the Membership Application Form in Appendix B.
1. Such authorization shall continue in effect from year to year thereafter unless revoked in writing upon thirty (30) days written notice to the Association and the Board's Finance office.
 2. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal installments beginning with the salary check (10 days lead time) following authorization through June 30.
 3. No employee will be permitted to change the number of deductions or the amount per check deducted during the current school year (unless a request to stop deductions is made). The amount of this deduction will be transmitted to the Association monthly.
 4. The Association agrees that the Board is expressly prohibited from any involvement in the collection of fines, penalties or special assessments, and further provides that the Association shall indemnify and save harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.
- M. Up to two (2) days leave per year with pay may be granted to no more than two (2) professional employees who are members of the Association for (1) Attending annual conferences of the Association for the purpose of updating them on national issues of interest to the Board and which might have an impact on the future of education; (2) The Board will be responsible only for the regular pay as it relates to paid leave, with all other expenses being borne by the Association or others; (3) The professional individuals attending national conferences will file a written report to the

- Superintendent of the appropriate information within ten (10) days of returning from the meeting.
- N. Up to thirty (30) professional employee Association representatives will be allowed to have the choice of appropriate leave without pay (or "personal leave with pay") * or granted temporary duty elsewhere to serve as delegates to the Association's annual meeting. If temporary duty elsewhere is granted, the Association will reimburse the Board for all costs involved. Travel and per diem will be the responsibility of the Association.
- O. The Association faculty representative shall be given the opportunity at the close of each regular faculty meeting to present brief reports and announcements. ~~Provided that~~ In any school which does not hold regular scheduled faculty meetings, the representative shall have this opportunity at faculty meetings that are held.
- P. All rights in this contract granted the Association as the bargaining agent for professional employees are exclusive to the Association.
- Q. The Association President or their designee shall be entitled to twenty-five (25) days each year for the Association business without loss of compensation, provided the Association will reimburse the Board for all costs involved.
- R. The Board shall grant release time to the SJEA President upon fifteen (15) days' notice to the Superintendent. Release time may be requested by the Association for up to 100% of the President's employment during any year. The Association shall reimburse the Board for salary and benefits for that portion of time that the President is released to work for the Association including a prorata share of accumulated sick leave at the end of the year. The Board shall pay the difference in all benefits and salary for the remainder of the employment contract. The President shall receive the same benefits including compensation as any other full-time St. John's professional employee. It is understood that the SJEA President is on an approved leave of absence, and such shall be renewed as requested by the Association. Upon returning to regular duty, the SJEA President is not guaranteed their previous assignment.
- S. The professional employee shall have the right to Association representation at any scheduled conference with an administrator if the content of the conference may ultimately lead to disciplinary action.

* See Personal Leave (with pay) under Leave provisions of this Agreement.