# ARTICLE VI - ASSOCIATION RIGHTS

# A. <u>ASSOCIATION MEMBERSHIP</u>

Support Personnel shall have the right to join or refrain from joining the Association. Support Personnel shall not be encouraged to join nor discouraged from joining the Association by the Board. The Association agrees to represent equally, and without prejudice, all members of the bargaining unit in the manner provided by Florida Statute Chapter 447, as amended.

# B. <u>PAYROLL</u> DUES DEDUCTIONS

When allowable by law, the Association may request payroll dues deduction with the following provisions:

- 1. Any bargaining unit employee who is a member of the Association, or any other bargaining unit employee who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues and uniform assessments. Such authorization shall continue thereafter unless revoked by the employee upon thirty (30) days written notice to the employer and employee organization.
- 2. There shall be open enrollment all year.
- 3. On or before November 1 of each year, the Association shall certify to the Board the total amount of uniform dues and assessments which is to be deducted from the salary of an employee for that school year.
- 4. The Board will deduct, in twice monthly payments, the certified Association dues and uniform assessments from the regular salary checks of an authorizing employee and shall transmit the total payroll dues to the Association within fifteen (15) days.
- 5. The Association's right to payroll dues deduction shall be in force for so long as the Association remains the certified bargaining agent for the employees in the bargaining unit. Dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete service to the Board.
- 6. The Association agrees that it will indemnify and hold the Board harmless from any claim or demand asserted by any employee against the Board by virtue of the Board's performance of the undertaking of this section.
- 7. A bargaining unit employee wishing to withdraw from Payroll Dues Deduction must request revocation in writing to the Association President, who will notify the District of the individual's change of status. Payroll dues deductions will stop thirty (30) days after notification.

Any Support Personnel who is a member of the Association, or any other Support Personnel who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues and uniform assessments. Such authorization shall continue thereafter unless revoked by the employee upon thirty (30) days written notice.

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On or before November 1 of each year, the Association shall certify to the Board the total amount of uniform dues and assessments for that school year which is to be deducted from the salary of an employee. The Board will deduct in twice monthly payments the certified Association dues and uniform assessments from the regular salary checks of an employee and shall transmit the total payroll dues to the Association within five (5) days. The Association's right to payroll dues deduction, shall be in force for so long as the Association remains the certified bargaining agent for the employees in the bargaining unit, however, dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete service to the Board. The Association agrees that it will indemnify and hold the Board harmless from any claim or demand asserted by any employee against the Board by virtue of the Board's performance of the undertaking of this section.

#### C. DROPPING CCEA MEMBERSHIP

A member wishing to drop his/her membership of the Citrus County Education Association (CCEA) must send a completed Membership Exit form to the CCEA President. The CCEA President will notify the District of the individual's change of status and dues deductions will stop thirty (30) days after the receipt of the Membership exit form by the District office from the CCEA President. The Membership Exit forms will be requested from the CCEA President.

## DC. USE OF SCHOOL FACILITIES

1. MEETINGS: Support Personnel may attend up to <u>fifteen (15)twelve (12)</u> school-level Association meetings per year, <u>but no more than three (3) per calendar month</u>, at <u>their work site each school</u>, before or after the student contact day or during their breaks. <u>All Association meetings shall be held in a meeting space not being used for school-authorized purposes at that time.</u> The meetings shall not interfere with any school-authorized functions and advance notice shall be given to the respective school <u>Administratorprincipal</u>.

Once an <u>Association CCEA</u> meeting has been scheduled with the <u>Administrator principal</u>, no other regular school meetings shall be scheduled during that time.

In the event of an <u>unplanned</u>-emergency, <u>(unplanned incident or meeting)</u>, the <u>Association CCEA</u> meeting may be rescheduled.

Association members may be excused at the end of the student day at school sites (other sites at the end of the workday) to attend at least one (1) countywide Association meeting per month.

The Association member will submit a temporary duty request (if necessary) in advance and clock out before leaving.

- 2. PUBLIC ADDRESS SYSTEM: The Association may have announcements of the time and place of meetings made on school public address systems where available, provided announcements of such meetings are not made at school sites during the student day. A and a verbatim copy of the announcement shall be is provided to the Administratorprincipal or his/her designee prior to the announcement being made on the public address system.
- 3. MAILBOXES/BULLETIN BOARDS: Duly authorized representatives of the Association shall

have the right to reasonable use of Support Personnel mailboxes if assigned and a specifically designated bulletin board at each work site for the following purposes:

- a. Notices of Association meetings and events, minutes of Association meetings,
- b. Association elections and results, appointment of officers and committees,
- c. Association literature and materials and newspaper or magazine articles of professional concern.

<u>Local political endorsements by the Association, its members, or its subsidiary organizations are expressly excluded.</u> A copy of all materials posted or distributed is to be furnished to the building a<u>A</u>dministrator or designee.

- E. 4. ELECTRONIC COMMUNICATION: In work sites where electronic bulletin boards and electronic mailboxes are available, the Association shall have similar access with respect to these media.
  - 1. The Board agrees to make available an adequate number of phone lines and telephones for Support Personnel access to phones on a private basis and access to electronic communication services at each work site provided such access does not involve additional expense to the Board and does not interfere with normal operations and functions of school personnel.
    - a. In schools where electronic bulletin boards and electronic mailboxes are available, the Association shall have similar access with respect to these media.
    - b. <u>a.</u> The <u>sSuperintendent</u> or designee shall receive a copy of all electronic communication <u>twenty-four (24)</u> hours, (a business day,) prior to the distribution of said materials to the bargaining unit employees. This is a courtesy copy and is not intended for approval.
      - 1)i. No twenty-four (24) hour notification or cc/bcc: Electronic required for electronic communication to Association CCEA Bargaining Team members only for the purpose of negotiation notifications and/or reminders of negotiation meetings.
      - 2)<u>ii.</u> No <u>twenty-four (24)</u> hour notification, but <u>required</u> cc/bcc to the <u>sSuperintendent</u> or designee: <u>required for Ee</u>lectronic communication to executive board members or site leaders regarding executive board or site leader meetings or said meeting reminders.
- 2. <u>b.</u> A courtesy copy of material originating from <u>an individual cost</u> center will be provided to the <u>Administrator principal</u> or designee in advance of information being distributed to the bargaining unit members.

## FD. BOARD MEETINGS

1. The President of the Association shall be given a written notice of all scheduled meetings/workshops of the Board, and a reasonable attempt will be made by the Board to give

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oral notice of emergency meetings. The Board agrees to provide meeting agendas, present a copy of the press information folder distributed to the news media, and provide the Association with copies of any additional information that may be, from time to time, issued to the news media.

- 2. The Association President or his/her designee shall upon request be given time off to attend Board meetings/workshops without loss of pay. The Association agrees to pay for substitutes if required.
- 3. The Association President will receive notification, through joint meetings or emails, of changes and/or updates to policies, evaluations, health insurance, and legislation prior to the information being presented to the School Board.
- 4. <u>BUDGET MEETING: The Association President will be invited to the District Budget Kick-off meeting and will meet in the Spring with the Superintendent and Deputy Superintendent, or individual assigned to Finance/District Budget, to discuss salaries and budget.</u>
- <u>5.</u> <u>POLICY CHANGES: The District will notify the Association President and ALL employees of all policy changes or new policies adopted by the School Board and/or District as soon as possible.</u>

The president of the Association shall be given a written notice of all scheduled meetings of the Board and a reasonable attempt will be made by the Board to give oral notice of emergency meetings. The Board agrees to provide meeting agendas, present a copy of the press information folder distributed to the news media and provide the Association with copies of any additional information that may be from time to time issued to the news media.

The President or his/her designee shall upon request be given time off to attend Board meetings without loss of pay. The Association agrees to pay for substitutes if required.

## GE. SCHOOL BOARD CALENDAR

- 1. The Association shall have the right to present to the Superintendent suggestions in reference to the school board calendar. In no way shall this procedure delay the usual date the calendar is set. The Board agrees to notify the Association, at least thirty (30) days in advance of the date upon which the calendar is to be set. A list of calendar committee members made up of a representative group agreed upon by the parties shall be posted at each school. Notification of a calendar committee meeting shall be made to the employees two (2) weeks prior to the meeting.
- 2. Support Personnel contracted for 251 days shall have a total of six (6) paid holidays during the school year. Support Personnel who are contracted for less than 251 days shall have a total of two (2) paid holidays during the school year. One of the paid holidays shall be paid for the Thanksgiving holiday and a second paid for Martin Luther King Day, with the dates of the remaining holidays determined by the Board. The chairperson will seek input from the Superintendent and School Board.
- 3. <u>CALENDAR COMMITTEE</u>: A list of calendar committee members made up of a representative group agreed upon by the parties shall be posted at each work site. The calendar committee shall submit 2 or 3 calendar options to the Board and Superintendent for their review and approval.

<u>a.</u> Notification of a calendar committee meeting shall be made to the employees two (2) weeks prior to the meeting.

- <u>b.</u> The chairperson will seek input from the Superintendent and School Board.
- <u>e.</u> The calendar committee shall submit two (2) or three (3) calendar options to the Board and Superintendent for their review and approval.
- 4. <u>d.</u> The calendar committee will utilize the input to finalize no more than <u>three (3)</u> calendar options to submit to all staff (Administrators, Instructional and Classified) and the School <u>Enhancement Advisory Councils</u> for review.
- <u>e.</u> Within <u>thirty (30)</u> calendar days after the calendars have been submitted for review, a vote will be taken. Each employee shall have <u>one (1)</u> vote and the School <u>Enhancement Advisory Council</u> at each school shall have <u>one (1)</u> vote. <u>The District will report the raw data of the vote to the Association President or his/her designee.</u>
  - a. At the school site/cost center, the votes shall be tabulated by a representative committee of not less than 1 CCEA member and 1 school representative.
  - b. A sub-committee of the calendar committee, including a representative of CCEA, shall tally the countywide vote.
- 6. <u>f.</u> The calendar that has the majority support, as determined by the vote, shall be submitted to the Superintendent for recommendation to the School Board for approval.
- 7. g. If the calendar is rejected by the School Board, the calendar committee shall reconvene to act upon specific recommendations of the School Board, and the process shall begin again-at Step 4.

# F. ADJUSTMENTS TO WTC'S SCHOOL CALENDAR

- 1. When a program or class requires an adjustment to the current school calendar, the employee(s) and Administrator/Supervisor shall meet to discuss the necessary adjustment.
- 2. The Administrator/Supervisor shall notify the employee(s) of the necessary adjustment as soon as it has been determined that such an adjustment is certain. In cases of unexpected adjustments, notification shall be a minimum of two (2) weeks.
- 3. The Association President shall be notified of any adjustments to the school calendar as soon as it has been determined that such an adjustment is certain.

## **HG. COMMUNICATION**

1. No Association or Support Personnel's views on matters relating to the Administrator-Support Personnel or Board-Support Personnel relationships will be discussed in the presence of students. S, nor shall Support Personnel of the Association shall not use students to convey Association or Support Personnel views on matters relating to Administrator-Support Personnel or Board-Support Personnel relationships

to either parents or the public.

- 2. The District shall make available to all newly hired educational support personnel, Association information.
- 3. The CCEA President will receive notification, through joint meetings or emails, of changes and/or updates to policies, evaluations, health insurance, and legislation prior to the information being presented to the school board.
- 4. The District will notify the CCEA President and all employees of all policy changes or new policies adopted by the school board and/or district as soon as possible.

## H. EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

Representatives of the employee's and employer's bargaining committee shall meet as necessary for the purpose of reviewing the administration of the contract.

### I. LOBBYING

The Board shall provide six (6) days for the purpose of lobbying the Legislature on educational issues without loss of pay. The cost of the substitute, if any, will be paid by the Association.

#### J. SUBCONTRACTING

The Board will notify and reach agreement with the Association in regard to any subcontracting of bargaining unit work.

# **<u>IK.</u>** DISTRICT COMMITTEE REPRESENTATION

CCEA The Association shall have the right to appoint representation to the following district committees, including:

- 1. Calendar committee one teacher and one classified member;
- 2. Evaluation committee CCEA Association President or designee;
- 3. Insurance committee two representatives;
- 4. High School Directions committee one member;
- 5. Technology Advisory committee one member:
- 6. Teacher Education Council (TEC) one member; and
- 7. Support Staff Development Council (SSDC) one member-

The <u>CCEA Association</u> President or designee will be invited to attend the Elementary, Middle, and High School Progression Plan committees meetings.

#### J. EMPLOYEE/EMPLOYER RELATIONS COMMITTEE

Representatives of the employee's and employers bargaining committee shall meet as necessary for the purpose of reviewing the administration of the contract.

#### K. LOBBYING

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The Board shall provide six (6) days for the purpose of lobbying the Legislature on educational issues without loss of pay. The cost of the substitute, if any, will be paid by the Association.

#### L. SUB CONTRACTING

The Board will notify the CCEA in regard to any subcontracting of bargaining unit work.

# ML. BARGAINING UNIT DATA

The <u>dD</u>istrict will furnish the Association monthly Excel reports, by the first Friday of each month, to include the following information relative to members of the represented bargaining unit:

- 1. Employee identification and contact information to include name, date of birth, gender, race/ethnicity, employee ID number, mailing address, phone numbers, and district email address.
- 2. Employee contract information to include job classification, worksite location, date of hire, position information (assignment, step, lane, and position start and end date), salary information (salary, position matrix description, position pay code, position number of days and hours per day).

#### M. ASSOCIATION RELEASE TIME

The Association President or designee will be released from assigned duties one (1) day per month to conduct Association business. The cost of a substitute, if any, will be paid by the Association. Application for leave will be made at least five (5) days in advance, except in cases of emergency. The Association President will check in with the Administrator of the school center which he/she visits.

## N. NEW EMPLOYEE ONBOARDING

The District shall make available to all newly hired bargaining unit members, Association information.

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