

## **ARTICLE XXIII -- UNION RIGHTS**

### **Section 1. Union Activities**

No employee shall engage in Union activities during the time the employee is engaged in the direct instruction of students or assisting in that instruction, except that members of the Union's negotiating committee and its selected employees in subject matter areas shall, upon proper application, be excused without loss of pay for that time spent in negotiations with the Board or its representative(s).

### **Section 2. Union Meetings**

- A. A Union-designated representative or building steward, upon giving three days' advance notice to the principal, will be permitted to schedule a regular Union meeting of employees at the work location at least once each month, provided the meeting does not interfere with the direct instruction of students. In non-school work locations, such meetings may be scheduled during the workday at a time agreed upon by the supervising administrator and the Union's representative. Monthly meetings scheduled in advance for the entire school year are accepted in lieu of three days' notice.
- B. Emergency Union meetings shall be allowed and scheduled at work locations, provided the Union has requested each work location Union unit to conduct such meetings and, further provided, that the Union or a representative of the Union has given 24 hours' notice to the building principal or work location supervisor, so long as such meeting does not interfere with the direct instruction of students.
- C. By mutual agreement, if approved by the principal, the Union's monthly meeting may be held in lieu of the normally scheduled time for a required faculty meeting.
- D. Special meetings of employees at each work location may be held by the Union, upon prior notice to the principal, under the same conditions as set forth for regular Union meetings.
- E. A Union-designated representative shall be allowed 10 minutes during any required faculty meeting to report on matters involving employee and Union activities.

### **Section 3. Union Activities at Work Locations**

- A. No employee shall be reproached for wearing pins or other identification of membership in the Union.
- B. A Union-designated representative shall be allowed to conduct Union business at duty-free times when not directly instructing students.
- C. Union staff, as well as other Union designated representatives, will be permitted access to any school system facility for the purposes of conferring with the building principal or work location supervisor, administering this Contract, conducting Union elections, conducting Contract ratification votes, membership solicitation, and meetings with employees, provided that such access does not interfere with the direct instruction of

## ARTICLE XXIII (cont.)

students and provided that the steward or UTD staff person/designated representative notifies the office of his/her presence at the work location.

- D. The building steward shall have access to the work location public address and closed circuit television system for the purpose of communicating with members of the bargaining unit, so long as such utilization does not interfere with the direct instruction of students.
- E. The Union, Union designated representatives, and Union building stewards shall have access to the work location e-mail for the purpose of communicating with members of the bargaining unit, so long as such utilization does not interfere with the direct instruction of students and in accordance with Board Rules regarding E-Mail in effect at time of ratification.

Members of the bargaining unit shall have access to the Union web page ([www.UTD.org](http://www.UTD.org)) from each work location.

- F. The Union reserves the right to endorse up to two insurance carriers, third-party administrators, or union benefits program. A UTD endorsement authorizes the endorsed carriers/administrators, or union benefit programs to:
  - 1. Make presentations at Union meetings at the request of the building steward; and,
  - 2. Use school premises at times that do not interfere with normally- scheduled worktimes and enroll Union members in individual insurance/annuity products.

In order to qualify for UTD endorsement, carriers, administrators, or union benefits programs must agree to indemnify, save harmless and defend The School Board of Miami-Dade County, Florida, its employees and agents, from and against any and all claims, liability, losses, causes of action, cost or expense of whatever kind or nature (including, but not by way of limitation, attorney's fees) which may arise out of the activities of the carriers, administrators, or union benefits programs, their agents or employees.

### **Section 4. Time for Union Representatives**

Union building stewards and officers assigned to work locations shall be exempt from homeroom responsibilities in order to assist in the orderly implementation and administration of this Contract, except where the homeroom period is part of a regular teaching period. In such cases, the principal shall designate another time period, equal in duration to the homeroom portion of the period, for this purpose. Whenever possible, secondary building stewards' planning periods will be scheduled to coincide with the regular school lunch period.

Building stewards, including adult center building stewards, officers and lead stewards, assigned to work locations, shall be permitted to leave the work location when students are dismissed in order to attend official meetings of the Council of Building Stewards. Additionally, building stewards and officers who are employed in adult evening programs as Teachers,

## ARTICLE XXIII (cont.)

Paraprofessionals, Office Employees, and School Support Personnel shall be allowed to leave the work location up to two (2) hours before the start of official meetings of the Council Building Stewards except in instances where it would adversely affect the operation of the program.

In order to expedite the implementation of this Contract at the work-site level, the Superintendent and the UTD President or Designee, by mutual agreement, will schedule a joint meeting of principals, stewards, and officers for the purpose of conducting joint Union-Management training and/or informational sessions.

### **Section 5. Bulletin Boards**

- A. At least one bulletin board shall be reserved at an accessible place in the employees' lounge for the exclusive use of the Union for purposes of posting material dealing with Union business. In the School Board Administration Buildings, one bulletin board will be provided on each floor.
- B. The Union shall be allowed to post special Union bulletins in the same location as is posted the employee sign-in sheet.

No literature or posters alleging a misdeed(s) on the part of a specific management or Union representative shall be posted. Such allegations are appropriately processed through the grievance procedure and/or PERC.

### **Section 6. Temporary Duty -- Union Officers**

Temporary duty assignment with pay shall be provided for the President of the Union and up to four Union officers/designees selected by the Union or the equivalent of time for four Union officers/designees, who shall be released from their duties, upon 20 calendar day's notification, as Board employees, provided the Union reimburses the Board for the salary and any and all fringe benefits paid by the Board. The chief personnel officer may extend this provision to include additional Union designees as well as to reduce the notification time limits.

### **Section 7. Contract Implementation/Professional Development Days**

The Board agrees to authorize for each year of the contract the establishment of a pool of 2,500 contract implementation/professional development days of temporary duty assignment with pay to be utilized by employees selected by the Union for matters relating to increasing competencies necessary to the effective and orderly implementation of this Contract, as well as matters relating directly to the professionalization of teaching/education, and continued promotion of harmonious and cooperative relationships between the Board and the Union. Use of these days shall not be approved unless there is three days advance notice, in writing, to the supervising administrator, with a copy to the chief personnel officer. No more than six unit members may be on full-time release at any given time. Use of these days for full-time release of unit members shall not be approved unless there is a 20-calendar day advance notice, in writing, to the supervising administrator, with a copy to the chief personnel officer. Exceptions to this Provision must be approved by the chief personnel officer.

## ARTICLE XXIII (cont.)

### **Section 8. Parking Privileges**

The Board shall issue permits to the Union for parking in lots used by the Board.

### **Section 9. New Employee Orientation**

- A. The Union, in consultation with the Superintendent, shall be involved in the planning of new employee orientation programs.
- B. The Union will be provided one hour's time on any program to present Union information to new employees.
- C. A Union-designated representative shall be given a reasonable amount of time during employee preparation days to consult with new employees at the work location, such time to be mutually agreed to between a Union-designated representative and the principal or immediate supervisor.

### **Section 10. Use of Work Location Facilities for Meetings**

The Union and its educational agents shall be provided the use of work location facilities for meetings and education workshops and programs at secondary school sites to facilitate the ability of the instructional staff to maintain and upgrade their professional requirements. The meetings, workshops, and programs shall be after regular workdays and/or on non-school days, except as provided otherwise in this Contract. Reasonable costs shall be jointly determined by the parties.

### **Section 11. Information to the Union**

- A. Lists of vacancies and any lists which may be established by the Office of Human Resources showing seniority of employees for purposes of implementing provisions of this Contract relating to assignments, transfers, and continuing employment shall be made available to the Union. In individual cases relating to transfer, assignment, or continuing employment, specific information as to seniority will be made available to the Union in digital as well as in printed form, upon request.
- B. The Union shall be furnished 15 sets of current Board Rules and shall be provided with updates as they are issued, in printed as well as in digital form.
- C. The Board will supply UTD with lists of all office employees each September and monthly thereafter in printed as well as digital form. The lists shall include, but not be limited to: name, employee number, home address, telephone number, work location, job code, job title, pay grade, and step.
- D. The Board agrees to provide UTD with the following documents and publications (one copy in printed as well as digital form unless otherwise indicated):

School Board Agendas  
School Board Minutes

## ARTICLE XXIII (cont.)

Examination Announcements (Office Employees)  
Training and Benefits Bulletins (Office Employees)  
Job Descriptions  
School District Organizational Chart

### **Section 12. Released Time to Attend Board Meetings**

Two members of the Union, designated by the UTD President or Designee, shall be authorized released time with pay to attend Board meetings.

### **Section 13. Solicitation Rights**

The Union shall have the right to form, organize, and solicit membership as the exclusive bargaining agent certified to represent all employees within the bargaining unit at any duty-free time during the school day, provided solicitation does not interfere with the official duties of employees and the operation of schools.

Stewards at each work location, as well as other Union designated representatives, may solicit membership in accordance with Florida law at any time during the workday, provided said steward is not engaged in the direct instruction of students.

### **Section 14. Exclusivity Rights**

The Union rights, pursuant to the provisions of Florida Statutes, Chapter 447.307, are granted to the certified exclusive bargaining agent, the United Teachers of Dade, FEA/NEA, AFT, Local 1974, AFL-CIO, and such rights shall not be granted to any other Union or employee organization.

#### **A. U. S. Mail**

Federal law and U. S. Postal Regulations govern the rights of individuals and/or organizations to use the U. S. mail. When U. S. mail is addressed to an individual staff member and is delivered to his/her M-DCPS work location, it must be placed in the employee's mailbox or hand delivered to the employee. Additionally, all such mail shall not be intentionally opened. Management is not required to process or deliver U. S. bulk mail which is not addressed to specific staff members or mail addressed to "occupant" or "teacher".

#### **B. Work Location Mailboxes**

Pursuant to Article XXIII, Section 15 of the contract, UTD representatives (i.e., UTD building stewards and Union-designated Representatives) shall be afforded access to work location mailboxes.

Individual employees do not have access to work location mailboxes, except when required by official school business. Minority/rival Unions, however, do not have access to work location mailboxes.

## ARTICLE XXIII (cont.)

### C. Bulletin Boards

Pursuant to Article XXIII, Section 5 of the contract, at least one bulletin board shall be reserved at an accessible place in the employees' lounge for the exclusive use of UTD for purposes of posting material dealing with Union business. Also, the Union (UTD) shall be allowed to post special Union bulletins in the same location as is posted the employee sign-in sheet.

No literature or posters alleging a misdeed(s) on the part of a specific management or Union representative shall be posted. Such allegations are appropriately processed through the grievance procedure and/or the PERC.

If there currently exists a separate, all-purpose bulletin board at a given work location on which individual employees post notices, this practice may continue.

### D. Solicitation

Pursuant to state statutes and contract provisions, both the exclusive bargaining agent and individual employees have the right to solicit Union membership. Such solicitation is permitted only during duty-free time. UTD building steward(s) shall be allowed to conduct Union business at duty-free times when not directly instructing students (pursuant to Article XXIII, Section 3 of the contract). Minority/rival Union representatives are not permitted to solicit membership at M-DCPS work locations.

### E. Access

The exclusive bargaining agent (but not a minority/rival Union) shall be afforded access to M-DCPS work sites and grounds, including work location parking lots. All persons are required to abide by Board Rule 6Gx13- 1B-1.061 when visiting schools.

### F. Material Distribution

The exclusive bargaining agent is permitted to distribute materials in non-working areas at the work site. Individual employees may distribute materials to individual staff members in non-working areas and on duty-free time.

Employees are prohibited from leaving stacks of materials anywhere on school or work location premises.

Minority Union representatives shall not distribute or leave stacks of materials anywhere on school or work location premises.

### G. Representation

#### 1. Conference-for-the-Record

If the employee desires, he/she has the right to request representation by the exclusive bargaining agent or to represent himself/herself in a

## ARTICLE XXIII (cont.)

Conference-for-the-Record. An employee may not be represented by a minority/rival Union or by an attorney in a Conference-for-the-Record.

### 2. Grievance Hearing

UTD has the right, under *Heath v. School Board of Orange County*, to exercise its right of representation on behalf of dues-paying and non- dues-paying members. If UTD chooses to represent a grievant, then the individual cannot refuse this representation. A desire by an employee for self-representation does not preempt UTD's rights and responsibilities in this process. If UTD, however, chooses not to represent the grievant, due to the grievant's lack of membership in UTD, the grievant cannot be denied access to the grievance procedure. If the individual desires to pursue the grievance, he/she must proceed in accordance with the procedure contained in Appendix A.

Where Union representation is provided, the employee shall be represented by the bargaining agent, provided, however, that if the bargaining agent chooses not to represent the employee solely because the employee is not a dues-paying member of the Union, the employee shall have the right to process his/her own grievance in person or through legal counsel.

### H. Meetings on Work Time

Pursuant to Article XXIII, Section 2 of the contract, the exclusive bargaining agent is permitted to schedule and conduct Union meetings on work time. Neither individual employees nor a minority/rival Union, however, is permitted to schedule or conduct meetings on work time.

### I. Work Location Public Address System

Pursuant to Article XXIII, Section 3(D) of the contract, the UTD building steward shall have access to the work location public address system for the purpose of communicating with members of the bargaining unit, so long as such utilization does not interfere with the direct instruction of students.

Neither individual employees nor a minority/rival Union shall have access to the work location public address system.

### J. The parties agree that all electronic mail (E-mail) generated at the District level directed to teachers, paraprofessionals/associate educators/school support personnel and/or clerical staff shall also be sent to a designated UTD representative immediately.

### K. Closed Circuit Television

The parties agree that the building steward shall have access to the work location closed circuit television system during selected air-times for school-wide announcements for the purpose of communication with members of the bargaining unit. Such access to the closed circuit television system should occur before the first bell for students and/or after

## ARTICLE XXIII (cont.)

the last bell for students in the afternoon. Union access to the closed circuit television system shall not interfere with direct instruction to students.

Individual employees, persons not assigned to the worksite, and minority/rival unions shall be prohibited from use of the closed circuit television system.

### **Section 15. Reasonable Access**

Representatives of the exclusive bargaining agent shall be afforded reasonable access to information during the bargaining process and in the administration of this Contract, such as, but not limited to, access to work locations, work location mail boxes, school system mail delivery service (if legal by U. S. Postal regulations), and work location unit meetings.