

ARTICLE VIII -- UNION REPRESENTATIVES, MEETINGS, AND MATTERS

Section 1. Union Stewards and Non-Employee Union Representatives

- A. AFSCME, Local 1184 has the right to select employees from within the bargaining unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to the Assistant Superintendent for Labor Relations by AFSCME, Local 1184. It is agreed and understood that Union Stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The supervisor's approval shall not be unreasonably withheld. It is agreed to and understood that Union Stewards shall process grievances in such a manner as not to disrupt normal School Board activities and services.
- B. Non-employee Union representatives shall also be certified, in writing, to the Assistant Superintendent for Labor Relations by AFSCME, Local 1184. The Union agrees that activities by both Union Stewards and non-employee Union representatives shall be carried out in such a fashion as not to interfere with normal work production. Non-employee Union representatives shall not contact employees, including Union Stewards, during regular working hours without the approval of the applicable supervising administrator or principal and such approval shall not be unreasonably withheld. Non-employee Union representatives shall be permitted access to M-DCPS work sites for the purpose of conferring with the supervising administrator or principal, and shall be allowed to conduct Union business in non-working areas during employees' duty-free time.
- C. Any time a Union Steward spends during regular work hours away from his/her work location processing grievances or participating in School Board business, as a representative of the bargaining unit, shall be recorded by out and in time-card entries, and initialed by the Union Steward's immediate supervisor. No School Board vehicle shall be used in the aforementioned type activities, and any travel for this purpose shall be at the expense of the employee, the Union Steward, and/or the Union.
- D. The Union shall notify the Board, in writing, at least five days in advance of a change in Union Stewards or non-employee Union representatives.
- E. One designated union steward at each work location, for the purposes of layoffs, recall, and involuntary transfer, will be placed in a priority status over other unit members.

Section 2. M-DCPS/AFSCME, Local 1184 Labor-Management Committee

- A. There shall be a M-DCPS/AFSCME, Local 1184 Labor-Management Committee which shall meet to discuss provisions described in this Agreement and matters of mutual concern, including problems related to employee relations, and may make written reports and recommendations which shall be advisory to the Superintendent. The Labor-Management Committee shall consist of six members designated by the Union and six members designated by M-DCPS. The committee shall meet on a quarterly basis and at other times by mutual consent. These meetings shall be held without loss of pay to those employees designated by the Union for participation.

ARTICLE IX (cont.)

- B. The M-DCPS/AFSCME, Local 1184 Labor-Management Committee is authorized to establish subcommittees in the Departments of Food Service, Transportation, Custodial Services, and General Services, which shall meet at the request of and submit recommendations, in writing, to the Labor-Management Committee.
- C. The parties agree that the M-DCPS/AFSCME, Local 1184 Labor-Management Committee shall review and make recommendations regarding a Support Employee of the Year Program (i.e., Transportation, Custodial, Food Service, and General Service). In order to assure an orderly and equitable nomination process of a Support Employee of the Year, a joint subcommittee composed of eight members shall be established. This subcommittee shall function in compliance with all applicable M-DCPS Board Rules but shall not be restricted in establishing guidelines for nomination and selection procedures. This subcommittee shall determine its own meeting times and shall submit a schedule of meetings to the Superintendent and Labor-Management Committee.
- D. The parties agree that M-DCPS/AFSCME Local 1184 shall establish a joint labor management training and implementation committee. The members of this committee shall provide monitoring, support and advisement to the Superintendent or his designee and the president of the Union on recommended training initiatives and incentives. This committee shall consist of 10 members; 5 identified by M-DCPS management and 5 identified by the AFSCME Union. The committee shall meet at least once quarterly and submit all recommendations in writing by June 1st of each year for implementation.

Section 3. Bulletin Boards and Mail Boxes

- A. The Board will furnish AFSCME, Local 1184 with sufficient bulletin board space at each work location where employees of this unit work.
- B. It is intended for purposes of interpretation that the bulletin boards shall be provided primarily for employee information and internal communications.
- C. In those situations where employees have been assigned mail boxes, the mail boxes assigned to employees of this unit may be used for distribution of AFSCME, Local 1184 literature. The Board agrees not to destroy or discard the Union current literature contained in mail boxes or posted on bulletin boards.

Section 4. Union Activities at Work Location

No employee shall be reproached for wearing pins or other identification of membership in the Union.

Section 5. Parking Privileges

The Board shall issue seven permits to the Union for parking in lots adjacent to or near the School Board Administration Building.

ARTICLE IX (cont.)

Section 6.

AFSCME, Local 1184 will have the opportunity to make a presentation at group orientation sessions for employees and shall be involved, through the M-DCPS/AFSCME, Local 1184 Labor-Management Committee, in the planning of new employee orientation programs.

Section 7. Union Meetings

- A. A Union-designated representative (i.e., a Union Steward, Union Officer, or a non-employee Union representative), upon giving three days' notice to the supervising administrator or principal, will be permitted to schedule a regular Union meeting of bargaining unit employees at the work location at least once each month, provided such meeting does not interfere with the employees' duty time. 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; further provided that the Union or a Union-designated representative (i.e., a Union Steward, Union Officer, or non-employee Union representative) has given 24 hours' notice to the work location supervising administrator or principal; and, further provided that such meeting does not interfere with the employees' duty-time.

Section 8. Temporary Duty - Union Officer

Temporary duty assignment with pay shall be provided for a Union officer, as designated by the Union, who shall be released from his/her duties as a Board employee, provided the Union reimburses the Board for the salary and any and all fringe benefits paid by the Board. Fringe benefits includes, but is not limited to, sick leave, vacation leave, and pension costs. An employee returning from temporary duty under this provision shall be returned to his/her original position, if available, or to an equivalent position at the election of the employee.

For purposes of this section, salary is defined as the amount the employee was earning in the job classification held at the time of designation as a union officer, plus any salary increases for the position. Additionally, the union officer shall be paid the wage rate for the officer as set forth in the Union's annual financial disclosure filed with the State of Florida, Public Employees Relations Commission. The Union shall also provide annually to the school district written confirmation of the amount of additional compensation it pays to the Union officer. The Union shall also reimburse the Board for this additional compensation, plus any and all corresponding fringe benefits and pension costs. This section shall be effective upon ratification.