

ARTICLE III -- DEFINITIONS

Terms used in this Agreement shall be defined as follows:

- Section 1. Bargaining Agent** -- The bargaining agent shall mean the employee organization certified as the exclusive bargaining agent pursuant to Florida Statutes, Section 447.307.
- Section 2. Bureau** -- The administrative unit to which departments and sections are administratively responsible.
- Section 3. Certification** -- Designation by PERC of an employee organization as the exclusive representative for employees in an appropriate bargaining unit.
- Section 4. Collective Bargaining** -- The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the wages, hours, terms and conditions of employment, except that neither party shall be compelled to agree to a proposal or be required to make a concession, unless otherwise provided in this Contract.
- Section 5. Contract** -- That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.
- Section 6. Days** -- As referred to in the time limits herein, days shall mean working days.
- Section 7. Department** -- An operational unit within a division.
- Section 8. Directives** -- Those administrative directives issued by the Superintendent or the designee(s).
- Section 9. Drug Screening** -- Drug and/or alcohol screening is a unique process conducted under circumstances, and by the protocol enumerated in the Drug-Free Work Place Policy Statement and Employee Physical Examination/Screening/Health Services.
- Section 10. Emergency** -- Any situation which is not routine or generally anticipated, as determined by the Superintendent of Schools or his/her designee.
- Section 11. Employee** -- All employees in the unit represented exclusively by the DCSAA.
- Section 12. Established Practice** -- A practice which has gained acceptance through use.
- Section 13. Excessive Absenteeism/Abandonment of Position** -- An unauthorized absence for three consecutive workdays shall be evidence of abandonment of position. Unauthorized absences totaling 10 or more workdays during the previous 12-month period shall be evidence of excessive absenteeism. Either of the foregoing shall constitute grounds for termination. An employee

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recommended for termination under these provisions shall have the right to request of Human Resources a review of the facts concerning the unauthorized leave. Such right shall exist for a period of 10 working days after the first day of notification of the unauthorized absence.

Section 14. Fiscal Year -- July 1 of one year through June 30 of the following year.

Section 15. Immediate Superintendent -- The assistant, associate, or chief officer, who, by nature of the organizational structure of the M-DCPS, as determined by the Superintendent and the Board, has immediate administrative authority over the supervising administrator.

Section 16. Immediate Supervisor -- The individual having immediate supervisory authority over the unit employee(s) and who may or may not be a member of the bargaining unit.

Section 17. Job Assignment -- The school center or other location to which an employee is instructed to report to work by the administrative superior.

Section 18. Job Classification -- The grade or classification in which the employee is currently assigned.

Section 19. Job Description -- The written document describing the duties, responsibilities, and qualifications of the job.

Section 20. Parties -- The Dade County Schools Administrators' Association, as the exclusive bargaining agent, and the Miami-Dade County School Board, as employer.

Section 21. PERC -- The Public Employees Relations Commission created by Florida Statutes, Section 447.004.

Section 22. School Board -- The School Board of Miami-Dade County, Florida, the duly-elected board established under the Florida Constitution, Article IX, Section 4, and Florida Statutes, Section 1001.32, which has the responsibility for the organization and control of the public schools of Miami-Dade County.

Section 23. School Board Rules -- That body of rules adopted by The School Board of Miami-Dade County, Florida.

Section 24. State Board Rules -- That body of rules adopted by the State Board of Education and directives issued by the Commissioner of the Department of Education to clarify and implement state statutes which relate to education in the State of Florida.

Section 25. Strike -- The concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of

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employment with the Miami-Dade County School Board, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage, the establishment of strike funds.

Section 26. Superintendent -- The Miami-Dade County Superintendent of Schools or the designee(s).

Section 27. Supervising Administrator -- The individual having immediate administrative authority over the unit employee(s) and who is not a member of the bargaining unit.

Section 28. Unauthorized Absence -- Failure of an employee to give notice of absence may be regarded as unauthorized leave. Upon reporting back to work the employee shall be apprised of the unauthorized leave status. However, if the employee can demonstrate that there were extenuating circumstances (e.g., hospitalization or other serious emergency), then consideration must be given to changing the status of the leave. Only the bureau/office head (or designee) has the authority to change an unauthorized leave. Absence in excess of accrued sick and personal leave when such absence is not specifically authorized in advance, is an unauthorized absence. Vacation leave may only be taken with advanced authorization in accordance with Article XVI, Section 2. Vacation leave without advanced authorization and not in accordance with bureau/office procedures constitutes unauthorized absence.

Section 29. Union -- Dade County School Administrators' Association (DCSAA), as the exclusive bargaining agent representing members of the bargaining unit.

Section 30. Unit -- That group of non-exempt employees determined by the employer and the Dade County Schools Administrators' Association and approved by the Florida Public Employees Relations Commission, hereinafter called PERC, to be appropriate for the purpose of collective bargaining.

Section 31. Workday -- The period of time an employee is to be present and performing assigned duties as designated by M-DCPS management.

Section 32. Working Hours -- Those hours when employees are expected to be present and performing assigned duties as designated by M-DCPS management

Section 33. Work Location -- That location where the member of the unit performs his/her duties on a regular or itinerant basis.