

ARTICLE VIII - - UNION REPRESENTATIVES

Section 1. DCSMEC has the right to select not more than 30 employees from within the bargaining unit, as herein defined, to act as employee representatives. Additional employee representatives may be designated by mutual agreement of the parties. The names of employees selected shall be certified, in writing, to the Assistant Superintendent, Labor Relations, by DCSMEC. It is agreed to and understood by the parties to this Agreement that employee representatives 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 by DCSMEC that employees and/or Union representatives shall process grievances in such a manner as not to disrupt normal Board activities and services.

An employee representative, with prior approval, may be released to represent employees at grievances and Conferences-for-the-Record and to participate as a member of a Labor-Management Committee or other joint activities established by this Contract or mutually agreed to. Such absence during worktime shall be recorded by time card entries and certified by the employee's immediate supervisor. M-DCPS vehicles shall not be used for such purposes, and any travel for such purposes shall be at the expense of the employee representative and/or DCSMEC, unless authorized by an appropriate administrator.

Section 2. Non-employee representatives, i.e., non-employee DCSMEC representatives, shall be certified, in writing, to the Assistant Superintendent, Labor Relations, by DCSMEC. DCSMEC agrees that activities by the Union representative shall be carried out in such a fashion as not to interfere with normal work periods. Non-employee representatives shall not contact employees, including representatives, during regular working hours, without the approval of the bureau/office head or designee. Such approval shall not be unreasonably withheld.

Section 3. The employee representative shall not be laid off while there are employees in his classification still employed. An employee representative may, however, be discharged for good cause after notice, in writing, is sent to DCSMEC five full working days prior to such intended discharge.

In the event the employee representative, who has been bypassed in a layoff under this provision, ceases to be an authorized employee representative and the layoff is still in effect, the employee would be laid off and the most senior employee on layoff in that classification will be recalled.

Section 4. Labor-Management Committee

- A. There shall be a Labor-Management Committee of six members, three appointed by the Superintendent of Schools and three by the DCSMEC. The Federal Mediation and Conciliation Service will assist the parties in establishing and monitoring this Committee.
- B. The committee shall meet regularly, but no less than monthly, at mutually agreed times and places, to discuss problems related to employee relations, and may make written reports and recommendations that shall be advisory to the Superintendent.
- C. Time used for this purpose shall be considered as released time and shall not be charged against the employees' time.
- D. In addition to other topics of discussion and review, the committee shall study labor and employee relations issues.

ARTICLE VIII (cont.)

Section 5. DCSMEC will have the opportunity to participate in group orientation sessions for employees and shall be involved, through the M-DCPS/DCSMEC Labor-Management Committee, in the planning of new employee orientation programs. DCSMEC representatives shall be given notice of new employee orientation sessions, including time and location(s), at the time the employee is noticed.

Section 6. The Board agrees to furnish DCSMEC a diskette of the names, addresses, classification titles, employee numbers, and work location codes of all employees in the bargaining unit. Additionally, the Board agrees to provide the Union with updates of this employee information at least twice a year, upon request.

M-DCPS shall provide the Union, on a monthly basis, a list of all employees new to the DCSMEC unit, including the employee(s) name, address, classification, and work location assignment, upon request.

Section 7. Temporary Duty - Union Officers

Temporary duty assignment with pay shall be provided for two Union officers, as designated by the Union, who shall be released from their duties as Board employees, provided the Union reimburses the Board for the salary and any and all fringe benefits paid by the Board. 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 two union officers shall be paid the wage rate for officers as set forth in the Union's Constitution and Bylaws currently on file with the State of Florida, Public Employees Relations Commission. The Union shall also reimburse the Board for this additional compensation, plus any and all corresponding fringe benefits and pension costs.

Section 8. The Board agrees to provide the Union, upon request, the following documents and publications (one copy):

- Miami-Dade County School Board Rules
- School Board agendas
- School Board minutes
- Examination announcements
- Training and benefit bulletins
- Administrative orders pertaining to maintenance
- Proposed budget
- Final budget
- Table of organization
- Salary handbooks

These documents will be provided, electronically or in hard copy, at the Board's option.

The negotiated contract between DCSMEC and M-DCPS shall be provided to the Union. Production and costs of the contract shall be borne by the employer.

ARTICLE VIII (cont.)

Section 9. Temporary Duty/Professional Development Days

The Board agrees to authorize, for each year of this contract, the establishment of a pool of forty (40) non-cumulative 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, 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 a three-day advance notice, in writing, to the supervising administrator and the Office of Labor Relations. However, it is expressly understood that said forty (40) days shall not apply to days used for Contract Negotiations.

Section 10. Employees shall be permitted to wear pins or other identification of membership in the Union.

Section 11. A Union representative (i.e., a Union Steward, Union Officer, or a non-employee Union representative), upon giving five-days' notice to the supervising administrator, will be permitted to schedule a Union meeting of bargaining unit employees at the work location, provided such meetings are scheduled during non-duty time.

Section 12. Emergency Union meetings may be scheduled at work locations, provided the Union has given 24 hours' notice to the work location supervising administrator, and are scheduled during non-duty time.

Section 13. One DCSMEC representative, designated by the Union, shall be authorized released time during normal work hours with pay to attend Board meetings to address specific issues or in absence of the Business Agent.

Section 14. Bulletin board space shall be made available for use by the Union. No literature or posters alleging a misdeed(s) on the part of specific management or Union representative shall be posted.

Section 15. Parking Privileges

The Board shall issue permits (not more than two) to the Union for parking in lots used by the Board employees.