

## **ARTICLE I -- GENERAL PURPOSES**

### **Section 1. Purpose**

This Contract is negotiated under Florida Statutes, Chapter 447, Part II, in order to fix for its duration, wages, hours, and terms and conditions of employment. The parties believe that education is best served when the working relationships of the Miami-Dade County School Board, hereafter referred to as the Board, the employees and the United Teachers of Dade (UTD), hereafter referred to as the Union, are harmonious.

The Union and its members support the concept that all employees support the effective and active development of a positive, forward-looking and cooperative attitude toward the operation of public schools in Miami-Dade County.

### **Section 2. Preservation of Benefits**

Nothing contained herein shall be construed to deny any employee of his/her rights under state law or under State Board or Board Rules.

In addition to salary benefits, as provided in Appendix D, the Board shall provide compensatory benefits. These benefits, as implemented by resolution, policies, rules, directives and memoranda in effect on the date this Agreement is executed, shall not be changed, modified, or repealed during the term of this Contract without mutual consent of the parties.

### **Section 3. Definitions**

- A. Aggrieved Employee -- The aggrieved employee shall mean any full-time or part-time member of the bargaining unit, as certified, pursuant to Florida Statutes, Section 447.307.
- B. Bargaining Agent -- The bargaining agent shall mean the employee organization certified as the exclusive bargaining agent pursuant to Florida Statutes, Section 447.307.
- C. Union Representative -- The Union Representative is the official Union field representative charged with the general responsibility for monitoring compliance with the M-DCPS/UTD Labor Contract, grievances, security investigations, and coordinating other Union activities. The duties of the union representative include, but are not limited to, all duties described in this paragraph.
- D. Building Steward -- The Building Steward is the official representative for UTD and is the Union's liaison for teachers, office employees, paraprofessionals, and school support personnel at any M-DCPS work site. The Building Steward is authorized to conduct official Union business as it relates to Conferences-for-the-Record, holds unit meetings, attends Council of Building Stewards meetings, and participates in other Union activities. The duties of the Building Steward include, but are not limited to, all duties described in this paragraph.

- E. 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 part.
- F. Contract -- That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.
- G. Days -- As referred to in the time limits herein, days shall mean working days.
- H. Designated Steward -- When there is more than one steward at a work site due to the number of members at that work site, the Designated Steward is the steward elected by the faculty to serve as the chief liaison between the Union and the work site. The Designated Steward sits on the Educational Excellence School Advisory Councils (EESACs) body and is the primary receiver of Union-initiated mailings. The Designated Steward also conducts official Union business, as defined in the above paragraph. The duties of the Designated Steward include, but are not limited to, all duties described in this paragraph.
- I. Directives -- Those administrative directives issued by the Superintendent or the designee(s).
- J. 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 in Article XXI, Section 2.
- K. Duty Time -- Those specified hours when employees are expected to be present and performing assigned duties.
- L. Duty-Free Time -- Specified lunch and break time.
- M. Employee -- All personnel in the unit represented exclusively by the UTD.
- N. 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.
- O. Lead Steward -- The Lead Steward is the official feeder pattern representative for the UTD. The Lead Steward coordinates Union meetings, other Union activities, as well as building steward activities in his or her feeder pattern. The duties of the Lead Steward include, but are not limited to, all duties described in this paragraph.
- P. Parties -- The United Teachers of Dade, as the exclusive bargaining agent, and the Miami-Dade County School Board, as employer.

- Q. Principal -- The chief administrator of a school site.
- R. 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, 230.03(2), which has the responsibility for the organization and control of the public schools of Miami-Dade County.
- S. School Board Rules -- That body of rules adopted by The School Board of Miami-Dade County, Florida.
- T. State Board Rules -- That body of rules adopted by the Department of Education of the State of Florida 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.
- U. Superintendent -- The Miami-Dade County Superintendent of Schools, or the designee(s).
- V. Supervising Administrator -- The individual having immediate administrative authority over the unit employee(s) and who serves as the ranking administrator at the work location.
- W. Teachers -- All certificated employees in the unit who work with students or in student-related work, both in schools and at other sites.
- X. Union -- The United Teachers of Dade, FEA, AFT, NEA, AFL-CIO, as the exclusive bargaining agent representing members of the bargaining unit.
- Y. Unit -- That group of non-exempt employees determined by the employer and the United Teachers of Dade and approved by the Florida Public Employees Relations Commission, hereinafter called PERC, to be appropriate for the purpose of collective bargaining.
- Z. Working Day -- The total number of hours an employee is expected to be present and performing assigned duties.
- AA. Work Location -- That location where the member of the unit performs his/her duties on a regular or itinerant basis.

These definitions are to be used to assist in clarifying and understanding the intent and language of this Contract and do not constitute more than working definitions within the context of this Contract.

#### **Section 4. Severability**

It is the express intent of the parties that if any article, section, sub-section, sentence, clause, or provision of this Contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the contract, except in the circumstances of Article I, Section 9, Paragraph 2.

## **Section 5. Policy Statement**

Meeting the educational needs of the children, youth, and adults of Miami-Dade County requires the full cooperative effort of all members of the M-DCPS staff.

The Board and the Union pledge their individual and joint efforts to bring about the highest quality performance in the educational program of the M-DCPS.

The Board and the Superintendent of Schools, hereinafter referred to as the Superintendent, have the constitutional and statutory authority, respectively, for the operation of the M-DCPS in addressing the educational needs of the community.

Pursuant to the provisions of the Public Employees Relations Act, hereinafter referred to as PERA, Florida Statutes, Chapter 447 et. seq., the Board and the Union enter into this Contract.

## **Section 6. Compliance with Contracts**

The parties agree that all employees in M-DCPS shall implement and carry out the provisions of all collective bargaining agreements entered into by the Board.

## **Section 7. Titles**

Titles of the Articles herein shall not in and of themselves affect the meaning, construction, or effect of any of the sections or provisions of this Contract.

## **Section 8. Reference to Constitutional Rights and State Statutes**

All references to the Federal and State Constitution(s), with respect to constitutional employee rights, Florida State Statutes, State Department of Education and State Board Rules, Public Employees Relations Commission Rules, rulings and decisions, are incorporated and made a part of this Contract.

The Board agrees to comply with all state statutes affecting education and with all State Department of Education and State Board Rules and other state agency rules which affect education, and accepts the rules as minimum standards.

## **Section 9. Conflicts with Law or Rule**

If any changed provision of this collective bargaining contract, which results from any reopener or renegotiations or impasse resolution procedures, is in conflict with any law, rule, or regulation over which the Board has amendatory power, the Board shall amend the law, rule, or regulation to conform to the new provisions of this Contract.

If any provision of the collective bargaining contract is in conflict with any law, ordinance, rule, or regulation over which the chief executive officer has no amendatory power, the chief executive officer shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule, or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the

collective bargaining contract shall not become effective. (Reference, Florida Statutes, Chapter 447.309 (3). For the purpose of this Contract, all references made to Florida Statutes, Chapter 447 shall utilize the language and definitions of Florida Statutes, Chapter 447.)

## **Section 10. Collective Bargaining Research Data and Related Materials**

In accordance with Florida Statutes, Chapter 447, and the Public Documents Law, collective bargaining data and related materials shall be provided to the Union upon request in reasonable quantities, as available.

## **Section 11. Non-Discrimination**

- A. The Union agrees to maintain its eligibility to represent all employees, continuing to admit persons to membership without discrimination on the basis of race, religion, color, national origin, gender, disability, age or marital status, sexual orientation, or linguistic preference and to represent equally, in collective bargaining, all employees without regard to membership or participation in, or association with, the activities of the Union.
- B. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, religion, color, national origin, gender, marital status, sexual orientation, linguistic preference, disability, age, or membership or participation in, or association with, the activities of the Union. Complaints regarding sexual orientation or linguistic preference are not subject to the grievance/arbitration process. Such complaints may be addressed through the appropriate School Board Rule, federal agencies, and/or the court system.

## **Section 12. Consolidation**

In the adjustment of school organization, it is the intent of the Board that all personnel be continued as employees of the Board. Insofar as possible, employees affected by consolidation or any other administrative reorganization will be assigned in the areas of work and at the same levels in which they are engaged, and employees shall not be separated from employment or receive a reduction in base salary because of such consolidation.