

ARTICLE V -- UNION RIGHTS AND MATTERS

Section 1. Union Representatives

- A. DCSAA has the right to select (up to 17) employees from within the bargaining unit, as herein defined, to act as Union Delegates and Pro-representatives. The names of the employees selected shall be certified, in writing, to Labor Relations by DCSAA. It is agreed to and understood by the parties that representatives are working representatives and may, without loss of pay, with prior approval of his/her supervising administrator, process grievances and participate in School Board business as a representative of the Bargaining Unit. Such scheduling approval will not be unreasonably withheld. Any dispute regarding the release of representatives to process grievances will be subject to the grievance process excluding arbitration. It is agreed to and understood by DCSAA that union representatives shall process grievances and carry out other Union activities in such a manner as not to disrupt normal School Board activities and services.
- B. The representatives shall be responsible for the transmission of messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information:
 - 1. Have been reduced to writing; and
 - 2. Are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle calls, or any other interference with the employer's needs.
- C. Released time shall be granted to a reasonable number of bargaining unit employees for the purpose of representing DCSAA during contract negotiations. It is further agreed that such released time shall be without loss of pay or emoluments.
- D. Representatives shall be afforded reasonable access to information necessary for the administration of this Agreement. The School Board further agrees to provide the Union the following information at no cost: access to School Board Rules and School Board minutes; unit employees' data disks (quarterly); job descriptions and organizational charts, upon request.
- E. The Executive Director of DCSAA or his/her designee will be provided the opportunity to meet with appropriate M-DCPS management staff to confer on matters relating to contract administration or other issues of mutual concern. Such meetings may be initiated at the request of either party and are to be arranged at a mutually agreeable time.
- F. One DCSAA 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 the absence of the Executive Director.
- G. The Board agrees to authorize, for each year of this Contract, the establishment of a pool of 25 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.

Section 2. Union Access

- A. Non-employee Union Business Representatives shall be certified, in writing, to the Chief Officer for Labor Relations by DCSAA. The Union agrees that activities by both Union Delegates and Pro-representatives and non-employee Union Business Representatives shall be carried out in such a fashion as not to interfere with normal work production. Non-employee Union Business Representatives shall not contact employees, including employee representatives, during regular working hours without the approval of the appropriate supervising administrator. Non-employee Union Business Representatives shall be permitted access to M-DCPS work sites for the purpose of conferring with the supervising administrator, or to meet with employees during non-work time.
- B. Employees engaging in solicitation at the work location where they are assigned have the right to engage in such solicitation during the non-working time of all employees engaged in the solicitation. Employees engaging in solicitation at a work location other than their permanent assignment must comply with the procedures stipulated in School Board Rule.
- C. Employees engaging in the distribution of Union materials must do so in non-working areas and during the non-working time of all employees involved.
- D. Membership solicitation shall be permitted, in accordance with School Board Rule 6Gx13-1C-1.041, by representatives of DCSAA who are not employed by the School Board at the work location, under the following guidelines:
 - 1. The principal or administrative head is notified in advance by the employee or the representative of the DCSAA and permission is granted. Such permission shall not be arbitrarily withheld.
 - 2. If the person soliciting membership is a non-employee Union Business Representative of DCSAA, the representative must provide appropriate identification.
 - 3. The employee being solicited must not be engaged in any job responsibilities.
 - 4. Participation by employees is strictly voluntary.
 - 5. Solicitation must take place only during the non-working time of the employees.

Section 3. Union Rights

Union rights, pursuant to the provisions of Florida Statutes, Section 447.307, are granted to the certified exclusive bargaining agent, the Dade County School Administrators' Association, AFSA Local 77, AFL-CIO, and such rights shall not be granted to any other minority or rival Union. These rights include but are not limited to payroll deduction, access to School Board property and bulletin boards.

Section 4. Union Meetings

- A. Union representatives may schedule a Union meeting with bargaining unit employees provided they adhere to the procedures outlined in this Agreement. The location of the meeting shall be selected with prior approval of the supervising administrator. The Union shall submit its request at least three days in advance of such meetings. Such meeting shall 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 given 24 hours' notice to the work location supervising administrator; and further provided that such meetings do not interfere with the employees' duty-time.

Section 5. Parking Privileges

The School Board shall issue a permit to the Union for parking in a lot adjacent to or near the School Board Administration Building.

Section 6. Bulletin Boards

Bulletin board space shall be reserved for the exclusive use of DCSAA for the purpose of posting material dealing with Union business. No literature or posters alleging a misdeed(s) on the part of a specific management or Union representative shall be posted.

Section 7. M-DCPS/DCSAA Labor-Management Committee

There shall be a M-DCPS/DCSAA 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 twice a year 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.