

ARTICLE II -- RECOGNITION

Section 1. Pursuant to the secret ballot election held on February 10, 1983, and pursuant to the order of PERC RC-82-044 dated February 28, 1983, the School Board recognizes AFSCME, Local 1184, as the sole and exclusive bargaining agent of the employees within the bargaining unit covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, and other conditions and terms of employment. Local 1184 is an affiliate of Florida Public Employees Council 79 of the American Federation of State, County, and Municipal Employees, AFL-CIO.

Section 2. Any position created, or any change in title of any position, shall not result in such position being excluded from the AFSCME, Local 1184 unit, except in the instance such position is designated by the School Board or the Superintendent of Schools to be managerial or confidential within the meaning of the Public Employees Relations Act (PERA). If such a designation is made, the position shall be excluded from the AFSCME, Local 1184 unit until such time as the designation of the School Board or the Superintendent is reversed by PERC.

Section 3. The provisions of this Contract are not to be interpreted in any way or manner to change, amend, modify, or in any other way to delimit the exclusive authority of the School Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the School Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, state regulations, and School Board Rules, shall continue to be exercised exclusively by the School Board and the Superintendent without prior notice or negotiations with AFSCME, Local 1184, except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the School Board and the Superintendent, by way of limitation, include the following: (1) selection and promotion of employees; (2) separation, suspension, dismissal, and termination of employees for just cause; and (3) the designation of the organizational structure of the M-DCPS and the lines of administrative authority of M-DCPS.

It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the schools and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the agreement. These rights include, but are not limited to, the following:

- A. Discipline or discharge of any employee for just cause;
- B. Direct the work force;
- C. Hire, assign, and transfer employees;
- D. Determine the missions of the Board agencies;
- E. Determine the methods, means, and number of personnel needed or desirable for carrying out the Board's missions;

- F. Introduce new or improved methods or facilities;
- G. Change existing methods or facilities;
- H. Relieve employees because of lack of work;
- I. Contract out for goods or services; and
- J. Such other rights, normally consistent with management's duty and responsibility for operation of the Board's services, provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that decisions may have on terms and conditions of employment.

Section 4. Contracting Out

- A. It is the policy of M-DCPS to utilize its regular employees to perform work that is ordinarily and customarily performed by bargaining unit members; however, M-DCPS reserves the right to contract out any work it deems necessary or desirable to contract out.
- B. M-DCPS agrees that, when a Director-level administrator or above submits a written recommendation that bargaining unit work should be contracted out, a copy of such recommendation shall be sent forthwith to the Union. Thereafter, the Union shall be given full opportunity to have knowledge of the decision-making process(es) by which the contracting-out recommendation is being studied. The Union shall also be given full opportunity to engage M-DCPS in impact negotiations before any final contracting-out decision is implemented. If the Union fails to request impact negotiations within 15 calendar days of being provided written notice of a final contracting-out decision, such decision may be implemented.
- C. The parties agree that M-DCPS has the right to contract out up to 54 total pupil transportation routes during the 1997-98 school year; 57 total pupil transportation routes for the 1998-1999 school year; and 60 total pupil transportation routes for the 1999-2000 school year and each year thereafter.

M-DCPS shall provide notice to AFSCME, Local 1184 containing detailed information regarding routes, vendors, and terms of the prospective contract(s), prior to implementation of any contract for pupil transportation services. Routes contracted, pursuant to this Provision, shall be similar to M-DCPS' operated routes in their hourly duration (i.e., the average hourly duration of contracted routes shall be approximately equal to the average hourly duration of M-DCPS' operated routes). Such routes shall be identified and excluded prior to the bidding/assignment process. No M-DCPS employee shall be reassigned subsequent to the bidding/assignment process as a result of contracted routes. The provisions of subparagraph B above shall not apply.