

PERSONNEL SERVICE

Policy 4831
(Regulation 4831)

Staff Welfare

Collective Bargaining

In the event that a group of employees select a bargaining representative in accordance with state law, the District will satisfy its legal obligation as set out in Regulation 4831.

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Collective Bargaining

Definitions

Bargaining Unit - A unit of public employees employed by the District that establishes a clear and identifiable “Community of Interest” among District employees.

Board - The State Board of Mediation established by state law.

Department - The Department of Labor and Industrial Relations established by state law.

Exclusive Bargaining Representative - An organization that has been designated or selected by a majority of the District employees in a bargaining unit as the representative of such employees for purposes of collective bargaining.

Labor Organizations - Any organization, agency or public employee representation committee or plan, in which District employees participate and that exists for the purpose, in whole or in part, of dealing with the District concerning collective bargaining, grievances, labor disputes, wages, rates of pay, hours of employment or conditions of work.

Public Body - For purposes of state law, the District is a public body.

Public Employee - Any person employed by the District.

Supervisory Employee – Shall mean any employee with supervisory status, managerial status, confidential status, or any other status that would be a conflict of interest in the event of collective bargaining.

Union Selection

A labor organization may only be authorized by an election conducted by the State Board of Mediation. The District is prohibited by law from voluntarily recognizing any labor organization as a representative of any group of District employees.

An election to determine the status of a union as the collective bargaining representative of any group of District employees will be held when the State Board of Mediation is presented with employees’ signed cards showing at least 30% of the proposed bargaining unit indicating they wish to select the labor organization in question as their exclusive bargaining representative for collective bargaining.

If more than 50% of District employees within the proposed bargaining unit vote for union representation then such labor organization will be designated as the employee's collective bargaining representative. The election to determine majority status will be conducted on District premises on a mutually agreeable date by a secret ballot or by mail-in ballot. The election will take place no less than four (4) weeks or no more than eight (8) weeks after the date the Board of Mediation determines the appropriate bargaining agent and resolves all bargaining unit issues.

District Employees have the right to freely express their opinions about whether the organization should be chosen as the exclusive bargaining unit. However, no employee or representative of a labor organization and no representative of the District may attempt to threaten, intimidate, coerce or otherwise restrain eligible voters in the free exercise of their choice to support or oppose to the selection of the labor organization in question as their exclusive bargaining representative.

Elections

Elections will be conducted by a secret ballot utilizing Board of Mediation procedures to ensure the privacy and secrecy of each vote. The ballot will read,

“Do you wish to select [labor organization] as the exclusive bargaining representative for [bargaining unit] employed within the District”

The ballots will include check boxes for marking “yes” or “no”. If more than one labor organization seeks to represent the employees in the bargaining unit and has signed cards in excess of 30%, each union will be listed on the ballot along with the option of “no labor organization.”

Once the poll is closed, the Board of Mediation will supervise counting of the ballots. Any labor organization receiving more than 50% of all employees in the bargaining unit will be designated and recognized by the District as the exclusive bargaining representative for all District employees in the bargaining unit.

Supervisory employees will not be included in the bargaining unit that they supervise. Supervisory and non-supervisory employees will not be included in the same bargaining unit. No more than one election in a bargaining unit will take place during a twelve month period.

District employees within the bargaining unit shall have the right to seek decertification of the labor or organization as their exclusive bargaining representative at any time by obtaining signed cards by 30% of the employees within the unit stating that they no longer wish to be represented by the labor organization. An election will then be conducted in the same manner as set for certification in the *Election* Section of this Regulation.

Existing Bargaining Units

All labor organizations that have previously been certified shall be recertified during the twelve (12) month period beginning on August 28, 2018. However, any labor organization that has a labor agreement that expires after August 28, 2020 may be recertified at any time prior to, but no later than August 28, 2020. All subsequent recertification elections shall be held every three (3) years. To be recertified, the labor organization must obtain the secret ballot votes of more than 50% of the employees in the unit in a Board supervised election. Failure to recertify in this manner will result in the immediate decertification of the labor organization. In the event of such decertification, all terms and conditions of employment will remain in place until modified or eliminated by the District's Board of Education.

Bargaining

Within eight (8) weeks of a labor organization's certification as the exclusive bargaining representatives of the District employee group, representatives for the District and representatives of the labor organization will meet and begin negotiation for an agreement concerning the wages, benefits and other terms and conditions of employment within the bargaining unit. During the negotiations, neither side will be required to offer any particular concession or to withdraw any proposal.

Prior to any tentative agreement being presented to the Board of Education or the exclusive bargaining representative, the tentative agreement will be discussed in detail during a public meeting. Any tentative agreement will be posted on the District's website for at least five (5) days prior to the public meeting. Nothing in the regulation or in state law requires the District to vote on the collective bargaining unit at such meeting.

The bargaining agent must present evidence to the Board of Education that the proposed agreement has been approved by a majority of members of the bargaining unit. The Board of Education may approve the entire proposed agreement or any part of the agreement. If the Board of Education rejects any part of the proposed agreement, the Board may return the rejected portion for further consideration by the bargaining parties; adopt a replacement provision of its own or state that no provision on the requested topic will be adopted.

After the first agreement between the District and the represented unit of employees is adopted, bargaining for renewal agreements will take place triennially. Such bargaining will be completed within thirty (30) days of the end of the District's fiscal year. The parties may bargain non-economic issues for a longer period, but all economic issues will be adopted on a triennially basis only.

The bargaining parties are not required to utilize binding mediation, binding interest arbitration or interest arbitration in the event that the parties are unable to reach an agreement. District employees are prohibited from strikes or related work stoppage.

Nothing contained in this Regulation will obligate the District to enter into a collective bargaining agreement.

Restrictions on Labor Agreements

Every labor agreement, if any, must have provisions reserving the right of the Board of Education to hire, promote, assign, direct, transfer, schedule, discipline and discharge District employees. The Board further reserves the right to make, award and rescind reasonable work rules and standard operating procedures.

AND

Every labor agreement will expressly prohibit all strikes and picketing of any kind. A strike will include any refusal to perform services, walk-out, sick-out, sit-in, or any other form of interference with District operations. The labor agreement will also provide that any District employee who engages in any strike or concentrated refusal to work or who pickets over any personnel matter will be subject to immediate termination.

AND

Every labor agreement will include a provision that extends the duty of fair representation by the labor organization to District employees in the bargaining unit.

AND

Every labor agreement will expressly prohibit labor organization representatives and District employees from accepting paid time off for purposes concerning labor organization activities related to collective bargaining, including but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining related activity other than earned District leave. However, the labor agreement may allow paid time off for grievance-handling, advisory committees, establishing a work calendar and external communication.

AND

Every labor agreement will inform District employees of their right to refrain from engaging in and supporting labor organization activity as well as their right to oppose labor organization activity.

AND

Every labor agreement will include a provision that in the event of a budget shortfall, the District has the right to modify the economic terms of the agreement. Every such agreement shall also provide that if the District deems it necessary it may modify in good faith, the economic terms of the agreement. In such event, the District will notify the labor organization of the need to modify and will provide thirty (30) days within which to bargain over the contemplated agreement. As provided in the labor agreement, that if at the end of the thirty (30) day period, the parties have been unable to resolve the issue, the Board of Education shall act in good faith to resolve the modifications on its own.

Payment of Union Dues

Before union or bargaining organization dues may be withheld from a District employee's paycheck, the employee must have provided the District with written employee authorization to have such dues deducted. No portion of such dues shall be made in violation of the State Financial Disclosure Law except with the informed consent of such bargaining unit made in writing or electronic certification by the employee which is received within the past twelve (12) months. No requirement will be made to force an employee to sign as a condition of employment or continued employment. Employees who elect not to have a portion of dues used as provided in the Financial Disclosure Law will not have any union fee increased.

Signing or refraining from signing any dues related to organizations is not a condition of employment or continued employment.

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