

## NEGOTIATIONS WITH EMPLOYEE REPRESENTATIVES

### **Definitions**

*Bargaining Unit* B A defined group of employees represented by a union in negotiations for a collectively bargained agreement with the district.

*Employee Representative* B A union selected by an employee bargaining unit to represent the unit in negotiating a collectively bargained agreement with the district.

*Union* B An organization, association or professional group created for the benefit of employees. A union may be selected by employees in a bargaining unit to represent the unit to negotiate a collectively bargained agreement with the district, in which case the union becomes an employee representative for the bargaining unit once the union is recognized by the Board.

### **General**

The Phelps Co. R-III School District recognizes the importance of maintaining ongoing positive relations with employees and consulting with employees when making decisions regarding salary and other conditions of employment. If employees request to do so, the district will bargain collectively with representatives of employees, in accordance with law.

The Board and its representatives will engage in respectful negotiations with employee representatives. It is essential that negotiations not disrupt school operations or negatively impact the educational environment. The ultimate goal of all negotiations is to secure the services necessary to deliver excellent education to the district's students in a safe environment based on a sound, realistic budget.

Furthermore, the Board understands that collectively bargained agreements are legally binding and is committed to carrying out the provisions of each agreement. The legal obligation to collectively bargain does not compel either the district or employee representatives to agree to a proposal or to make a concession. Board policy and district procedures will govern in the absence of a binding agreement, when the agreement does not address an issue, or when an agreement expires and a new agreement regarding the issue is not reached.

### **Scope**

The Phelps Co. R-III School District will negotiate salary and other conditions of employment as required by law. All agreements must state a fixed term or duration. The Board will not ratify an agreement that diminishes or compromises management rights or the district's ability to make administrative decisions and educational policy decisions including, but not limited to, curriculum

decisions. The Board will not approve an agreement that could cause the Board to violate any state or federal law, negatively affect the district's accreditation, or disrupt or weaken the district's educational program.

The Board will not ratify an agreement that includes impasse procedures for resolution by third parties outside the district including, but not limited to, binding arbitration. All agreements must contain a clause that allows the Board to unilaterally modify the agreement in emergency situations such as natural disasters or financial hardships.

Once an agreement is finalized, the agreement is considered inclusive and complete. Once an agreement is entered into, the district may refuse to negotiate any item that is addressed in the existing agreement, or that was discussed during negotiations for the existing agreement, for the term of the agreement.

### **Employee Representatives**

Employees may join unions or other professional groups of their choice. However, the Board will not voluntarily recognize a union as an employee representative or recognize an employee representative in any manner other than by certifying the results of an election held by secret ballot.

The selection of employee representatives will be in accordance with law, including the Public Sector Labor Law when applicable. When there is no applicable law or when an issue is not directly addressed by law, Board policy will govern.

### **District Negotiation Team**

After receiving recommendations from the superintendent or designee, the Board will designate one (1) or more persons to serve as the district bargaining representative during negotiations with employee representatives. Members of the team may include an attorney, professional negotiator, district employee, Board member or other qualified person. The Board may appoint a chairperson to lead the negotiation team. The Board may also appoint a spokesperson to communicate with the Board or to ensure appropriate communication is made to the public.

The negotiation team is empowered to reach a tentative agreement within the parameters established by the Board. Individual Board members shall not negotiate privately with representatives of any employee bargaining unit.

The Board recognizes that effective negotiations may require input from other members of the district or outside resources. Accordingly, the district negotiation team is authorized to consult with administrators, employees and outside consultants.

## **Preparing for Negotiations**

Careful preparation for negotiations is essential to ensure that any agreement reached is consistent with the goals of the district and that the district is financially capable of compliance. The negotiation team will meet with the Board prior to negotiations to develop negotiation goals and objectives and establish parameters for the negotiations. Meetings, records and votes of negotiation preparation will be closed in accordance with law.

## **Initiation of Negotiations**

The employee representative(s) must notify the superintendent or designee in writing of any issues for negotiation no later than December 1 of the school year in which negotiations will occur. The notice must reasonably specify the item(s) the employee representative desires to negotiate and reasonably explain how the suggested change will positively benefit the educational goals of the district. Failure to meet these notice requirements will preclude the issue from negotiation unless both parties agree otherwise.

## **Negotiation Schedule**

Negotiations will begin no earlier than February 1 and will conclude by June 1 of the school year in which negotiations occur. If a tentative agreement is reached, it must be ratified by all parties no later than June 30 to be included in the next fiscal year's budget. If not ratified by that date, the agreement will not begin until the following fiscal year.

## **Conducting Negotiations**

If the Board has recognized multiple representatives of a bargaining unit, negotiations will only take place if agents from each representative union are present.

Negotiation meetings will be scheduled at times that will not interfere with the work duties of the members of the negotiation teams and will be scheduled to be the least disruptive to the normal business of the district. Employees will not be given paid or unpaid leave from their duties to participate in negotiations. Unless otherwise approved by the Board, negotiations will be held in district buildings.

The district negotiation team will determine if the meeting may be closed in accordance with law. The chairperson of the negotiation team or designee will ensure such meetings are appropriately posted and that minutes are kept as required by law. In addition, the chairperson or designee will keep a written record of all proposals, counter-proposals, concessions and draft agreements.

## **Contract Ratification**

Any tentative agreement reached will be reduced to writing and initialed by the agents of the respective negotiating teams. Agreements will be tentative until approved by the bargaining unit, approved by a majority vote of the whole Board, and signed by the employee representatives and the Board, in accordance with law.

The representative union(s) shall ratify the tentative agreement before it is presented to the Board for ratification. The union is responsible for obtaining consent to the tentative agreement from the bargaining unit and will notify the Board in writing of the decision. If the Board has recognized multiple unions to represent a single bargaining unit, and all unions obtain approval from the employees represented, the agreement will be considered ratified by the employees. However, if the unions disagree as to whether employees have ratified the agreement, all representative unions must submit to the Board in writing a notarized affidavit stating the total number of employees the union represents, the names of the employees the union represents, and the number of employees that the union represents who have approved the agreement. If the combined number of employees approving the agreement is more than half of the employees in the bargaining unit, the agreement will be considered ratified by the district employees in the bargaining unit.

Before presenting the agreement to the Board, the superintendent or designee shall examine the contract thoroughly and prepare a written estimate of the costs to the district under the agreement and the estimated effect the agreement will have on the district's future budget. Once a written tentative agreement has been presented to the Board, the Board may adopt, modify or reject the agreement.

## **Publication of Agreement**

Once an agreement is entered into, it will be posted on the district's website and otherwise distributed to employees and the community as determined by the superintendent or designee.

## **Application of Agreement**

All concerns regarding a violation, misinterpretation or misapplication of the agreement will be resolved in accordance with policy GBM.

## **Information**

The district shall provide employee representatives with information available to the public in accordance with law.

The district will participate in surveys and other data collection efforts designed to assist public school districts in adequately preparing for negotiations with employee groups.

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**Note: The reader is encouraged to check the index located at the beginning of this section for other pertinent policies and to review administrative procedures and/or forms for related information.**

Adopted:

Revised:

Cross Refs: GBB, Staff Involvement in Decision Making  
GBM, Staff Grievances  
GCBA, Professional Staff Salary Schedules  
GCBC, Professional Staff Fringe Benefits  
GCBDA, Professional Staff Short-Term Leaves and Absences  
GDBC, Support Staff Fringe Benefits  
GDBDA, Support Staff Leaves and Absences  
KI, Public Solicitations/Advertising in District Facilities

Legal Refs: Mo. Const. art. I, ' 29  
' ' 105.500 - .530, 162.301, 432.070, RSMo.  
*Independence - Nat'l Educ. Ass'n v. Independence Sch. Dist.*, 223 S.W.3d 131 (2007)  
U.S. Const. amend. I

Phelps Co. R-III School District, Edgar Springs, Missouri