

**Staff Welfare**

**Collective Bargaining**

**Definitions**

*Union* - An organization, association or professional group comprised of a defined group of employees with a community of interest for the purpose of collectively bargaining the terms and conditions of employment. A union must be formally designated through appropriate channels and recognized by the Board of Education.

**General**

The 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.

The selection of unions 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.

A duly recognized Union may bargain the terms and conditions of the working environment for its members by submitting a request to bargain to the Board of Education. During the term of any negotiated agreement, the Union may represent its members in the discussion of complaints and grievances that arise regarding the interpretation and implementation of the agreement.

The Board and its representatives will engage in respectful negotiations with the Union during such times and in such a manner as to minimize disruption to school operations and the educational environment. Negotiations will be conducted with the best interest of the District's students as the foremost priority.

The legal obligation to collectively bargain does not compel either the district or union 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.

The District will negotiate salary and other conditions of employment as required by law. All agreements must state a fixed term or duration. In the absence of a term in the negotiated agreement, the District and its administration retain its right to manage the workplace. 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.

The negotiated agreement will contain a grievance procedure that provides that the Board of Education is the final decision maker in all disputes that cannot be resolved through its administration. The grievance procedure will be the exclusive means by which employees and/or the Union may complain about a working condition addressed in the negotiated agreement.

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.

The finalized negotiated agreement will be posted on the district's website and otherwise distributed to employees and the community as determined by the superintendent or his/her designee.

No employee shall engage in any strike, walkout, work slowdown, stoppage or interruption of work or any other practice that disrupts the school environment or district operations.

### **Bargaining Procedures**

If the Board has recognized multiple representatives of a bargaining unit, negotiations will only take place if agents from each representative union are present during negotiations, in proportion to their membership. Each party has the ability to designate members of its negotiation team, pursuant to ground rules to be established at the outset of bargaining, which will outline goals and objectives and establish parameters for the negotiations and ratification procedures. Both parties shall have the opportunity to have an equal amount of members named to its negotiating team.

All negotiation meetings shall be closed to the public, press, and persons other than designated members of the bargaining units or such other persons as may be mutually agreed upon. Meetings, records and votes of negotiation preparation will be closed in accordance with law and will not be audio or video recorded.

Negotiations will commence by April 1 of the last year of the negotiated agreement in place, by the Union submitting a request to bargain to the Superintendent. 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. If negotiations have not concluded by July 31, tentative agreements reached during negotiations shall be submitted to the Board of Education for approval. Each team shall have the ability to submit its outstanding proposals to the Board of Education for its review, and the Board of Education shall have the authority to order the teams to continue negotiations, or to adopt either team's proposal on any outstanding issue.

**Newburg R-2 Schools**  
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