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RESOLUTION FOR THE SCHOOL BOARD OF THE CITY
OF RICHMOND**

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School Board Resolution For Collective Bargaining In Richmond City Public Schools

WHEREAS, Martin Luther King, Jr. said, “The labor movement was the principal force that transformed misery and despair into hope and progress. Out of its bold struggles, economic and social reform gave birth to unemployment insurance, old-age pensions, government relief for the destitute and, above all, new wage levels that meant not mere survival but a tolerable life. The captains of industry did not lead this transformation; they resisted it until they were overcome. When in the thirties the wave of union organization crested over the nation, it carried to secure shores not only itself but the whole society[;]” and

WHEREAS, President Franklin Delano Roosevelt said, “By assuring the employees the right of collective bargaining it fosters the development of the employment contract on a sound and equitable basis. By providing an orderly procedure for determining who is entitled to represent the employees, it aims to remove one of the chief causes of wasteful economic strife. By preventing practices which tend to destroy the independence of labor, it seeks, for every worker within its scope, that freedom of choice and action which is justly [theirs;]” and

WHEREAS, workplace democracy must be recognized as an essential component to the functioning of our republic in that it allows workers to advocate for fair pay and working conditions so that they may live without the fear of poverty or economic oppression; and

WHEREAS, it is in the interest of the School Board of the City of Richmond (“School Board”) and Richmond Public Schools (“RPS”) to promote such workplace democracy and to protect the right to organize; and

WHEREAS, it is in the best interest of our students that RPS employees are fairly compensated and economically stable in order to create an abundant educational environment; and

WHEREAS, employee working conditions are a student’s learning conditions, and when employees have job security, they are better able to advocate on behalf of their students; and

WHEREAS, Richmond, Virginia was the place where one of the first multiracial unions was formed in this country, organizing under the Knights of Labor, and in doing so united Black and white workers in common cause; and

WHEREAS, Virginia Code § 40.1-57.2 repeals the prohibition against collective bargaining for school board employees beginning May 1, 2021; and

WHEREAS, the legislation grants school boards the authority to recognize any organized employee association or labor union to exclusively represent school employees, to certify/decertify freely chosen Exclusive Representatives, and to collectively bargain and

enter into collective bargaining agreements with such exclusive representative; and

WHEREAS, the School Board believes cooperative relations with its employees protects the public interest, advances the mission of the School Board, assures orderly school operations, improves the work environment for employees, and enhances the quality of education for students; and

WHEREAS, collective bargaining in good faith on any matter relating to wages, hours, benefits, safety, and other terms and conditions of employment is the appropriate means to establish and foster cooperative relations between the School Board, its administrators, and its employees; and

WHEREAS, the purpose of this Resolution is to establish rights, responsibilities, and procedures for a system of collective bargaining in good faith.

NOW, THEREFORE, BE IT RESOLVED that the School Board hereby recognizes the right of school employees to freely organize, form, join, assist, or participate in employee associations; to collectively bargain with respect to any matter relating to wages, hours, benefits, safety, and other terms and conditions of employment as may be defined by this Resolution and to engage in other concerted activities for mutual aid and protection; and

BE IT FURTHER RESOLVED that the School Board hereby recognizes the right of school employees to freely select, should they choose to do so, Exclusive Representative(s) for the purposes of collectively bargaining, negotiating, and entering into written agreements with respect to any matter relating to them or their employment or services; and

BE IT FURTHER RESOLVED that the framework for assuring the effective and orderly process of collective bargaining in good faith shall include the following:

SECTION 1. DEFINITIONS: The terms in this Resolution have the meanings defined below unless stated otherwise.

A. "Bargaining unit" means a group of employees with common employment duties, license requirements, and/or interests who desire an Exclusive representative for the purpose of collectively bargaining a contract and who demonstrate sufficient interest to trigger an election for an Exclusive representative. Nothing in this section shall be interpreted to imply that more than one unit must seek certification at the same time. There shall ultimately be at least three bargaining units of Richmond City School employees as follows:

1. Licensed Personnel – means any non-administrative employee whose school employment requires a license from the Virginia Board of Education or Virginia Board of Health. This includes, but is not limited to, all teachers, school counselors, specialists, librarians, ITRTs, school psychologists, social workers, speech pathologists, and department chairs.
2. School Support Professionals – means all employees except Administrative Personnel and Licensed Personnel.
3. "Administrative Bargaining Unit" means principals, assistant principals, and supervisors who are required by their job description to have an endorsement issued by the Virginia Department of Education in administration and supervision preK-12 or

who has actual authority to hire, suspend, layoff, recall, or discharge other employees.

The job classifications comprising each Bargaining Unit are as established and shown in the Bargaining Unit Schedule. Should RPS amend job descriptions or create any future positions performing the kind of work normally performed within a Bargaining Unit, such positions shall be recognized as part of an appropriate Bargaining Unit in accordance with this Section. Any dispute about whether a newly created position belongs in a Bargaining Unit or which Bargaining Unit a newly created position belongs to shall be submitted to the Superintendent or designee for resolution, who will consider input from the impacted Exclusive Representatives prior to determination.

B. "Business day" means a day that RPS central office is open. For items that note timelines, the counting shall begin the day after the receipt of information is delivered or is sent through email to the corresponding party. The deadline will be by close of business at 5:00 p.m. on the last day.

C. "Collective bargaining", "bargain collectively" or "negotiate" means to perform the mutual obligation by representatives of the School Board and the Exclusive Representatives of employees to meet at reasonable times and negotiate in good faith with respect to wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline, and other terms and conditions of employment, as well as quality of life issues, as further described in this Resolution, with the intention of reaching and executing a written agreement or to resolve questions arising under the agreement. This definition does not include negotiation of items that are prohibited by federal and/or state law. Examples of stated topics of negotiation include, but are not limited to:

- ~~1. Wages: may include salary, stipends, bonuses, and the development, and application of salary schedules;~~
- ~~2. Hours and Scheduling: may include establishment of the workday/week, planning time flex/or compensatory time, and additional duties;~~
- ~~3. Retirement: may include payments for accrued leave, and participation in group benefits;~~
- ~~4. Benefits: may include participation in group health plan, dental plan, and disability and other insurance plans;~~
- ~~5. Health and Safety: may include safety equipment, work environment, and procedures in the event of communicable diseases;~~
- ~~6. Work Rules: may include procedures for reporting absences, and qualifying for leave, planning time, breaks, and lunch periods.~~

- ~~7. Evaluations: may include observations, walk-throughs, goal-setting procedures, and communication of evaluation results;~~
- ~~8. Discipline: may include policies and procedures for letters of concern, reprimands, administrative leave, suspension, and dismissal;~~
- ~~9. Other Terms and Conditions of Employment: may include lessons plans, flex time, leave, calendar development, lead teacher and other building level appointments, and coaching contracts; and~~
- ~~10. Quality of Life Issues: may include additional duties, access to employee assistance programs, and extracurricular activities.~~

1. Wages and Salary

~~2. Salary~~

3. Stipends

4. Bonuses

5. The development and application of salary schedules

6. Establishment of the workday/week

7. Planning time

8. Flex/or compensatory time

9. Additional duties

10. Payments for accrued leave upon retirement

11. Participation in group benefits upon retirement

12. Participation in group health plan, dental plan, and disability and other insurance plans for active employees

13. Safety equipment

14. Work environment

15. Procedures in the event of communicable diseases;

16. Procedures for reporting absences

17. Procedures for qualifying for leave

~~18. Planning time~~ (duplicative of #7)

19. Breaks

20. Lunch periods

21. Evaluations, to include observations, walk-throughs, goal-setting procedures, and communication of evaluation results

22. Policies and procedures for letters of concern or reprimand

23. Lessons plans

~~24. Flex time~~ (duplicative of #8)

25. Leave

26. Calendar development

27. Lead teacher and other building level appointments

28. Coaching contracts

D. "Employee" means an employee of the School Board who is a member of a Bargaining Unit, including but not limited to employees who are probationary, temporary, and short/long term substitutes including those designated as employees of the division by charter school agreements.

E. "Employee association" means any union or organization of public employees that exists for the purpose, in whole or in part, of dealing with public employers concerning collective bargaining, grievances, labor disputes, wages, hours, benefits, safety, or any other matter relating terms and conditions of employment.

F. "Employer" means the School Board of the City Richmond and/or Richmond Public Schools.

G. "Exclusive Representative" means an employee association certified by the School Board pursuant to this Resolution to represent an employee bargaining unit in the collective bargaining process.

H. "Impasse" means the failure of the Employer and Exclusive Representative to reach agreement in the course of negotiations or to resolve questions arising under the agreement.

I. "Mediation" means assistance by an impartial third party to reconcile an impasse between the Employer and Exclusive Representative regarding wages, hours, benefits, safety, and any other matter relating to terms and conditions of employment through nonbinding interpretation, suggestion, recommendation, and/or advice.

J. "Panel" means a group of three people consisting of one representative for the Employer, one representative for the employee association who is certified or seeking certification as an Exclusive Representative, and a neutral third party, who may be an arbitrator, selected by both parties. If a Panel is convened for an election where two (2) or more employee associations are seeking certification as an Exclusive Representative, then the Panel may contain up to seven (7) members, two (2) who represent the Employer, two (2) who represent the employee associations with the highest number of members, and one neutral party selected by the Employer and employee representatives. Any Panel Member representing their employee associations must be a current employee of Richmond Public Schools and the President of their employee association or an employee designated by the President of the employee association. School Board members, the RPS superintendent, and witnesses and/or individuals directly related to contract negotiations, or a grievance filed regarding prohibited conduct pursuant to this Resolution may not serve as a member of the Panel.

SECTION 2. RIGHTS AND RESPONSIBILITIES:

A. Employee and Employee Associations

Employees and Employee Associations shall have the right to:

1. Organize, form, join, or assist any Employee association.
2. Promote, support, or advocate for policies, procedures, actions, and decisions that may improve their individual or collective terms or conditions of employment.
3. Negotiate collectively through Exclusive Representative of their own choosing.
4. Engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection to the extent that any such activity is not prohibited by this Resolution, policy or regulation of the School Board, or

any law of the Commonwealth.

5. Refrain from any of the above.

B. Employer

No provision of this Resolution or these procedures shall be deemed in any way to limit or diminish the authority of the School Board to manage and direct the operations and activities of the school division to the full extent of the law. The Employer retains all rights, including but not limited to, the right to:

1. Determine the nature and scope of the work to be performed by RPS employees, including the number of employees hired to perform such work;
2. Establish a budget;
3. Hire, promote, transfer, assign, retain, classify and schedule all employees and undertake disciplinary action with respect to its employees;
4. Determine and implement layoffs or other reductions-in-force due to lack of work, budgetary considerations, changed working conditions/requirements or for other reasons in the School Board's reasonable business judgment not prohibited by law; and
5. Undertake any actions reasonable and necessary to carry out the mission of the School Board.

SECTION 3. EXCLUSIVE REPRESENTATIVE:

A. The Employee association certified by the School Board as the Exclusive Representative for a bargaining unit shall have the right to act for, represent, bargain, and negotiate agreements covering all employees in that unit and shall be responsible for representing the interests of all such Employees for the purpose of collective bargaining without discrimination and without regard to membership in the employee association. The School Board shall not bargain with any other representative or Employee association for a bargaining unit in which an Exclusive Representative has been certified.

B. Notwithstanding any other provision in this Section, an Employee may present a grievance at any time pursuant to School Board Policy without the intervention of an employee association. Employees who utilize this avenue of presenting personal complaints to the employer shall not do so under the name of any Employee association.

C. An Exclusive Representative shall have the right to intervene and be afforded an effective opportunity to be present, to offer its view, and fully participate at any meetings [regarding discipline](#) or hearings in any grievance, dispute, hearing, or legal action relating to the terms, applicability, validity, interpretation, or enforceability of any collective bargaining agreement. The Exclusive Representative shall not interfere at the building level. The Employer may, but is not required to notify the Exclusive Representative of grievances filed.

SECTION 4. CERTIFICATION AND DECERTIFICATION OF EXCLUSIVE REPRESENTATIVE:

A. Certification By Election. The School Board shall certify an Employee association as the Exclusive Representative for an Employee bargaining unit within ten (10) business days after receiving confirmation that an employee association was selected by a majority of the employees in a Bargaining unit who voted in a secret ballot election. The employer is precluded from having access to or ownership of any ballot, membership card, petition, authorization form, showing of interest form, or any other information that would reveal Employee identities as these documents will remain the property of the Employee association. The procedures for an election shall be as follows:

1. An Employee association seeking certification as the Exclusive Representative for a bargaining unit(s) shall file a request with the Clerk of the School Board and deliver a copy to the Superintendent. The request shall include (1) the Employee association's name and address, (2) a description of the bargaining unit(s) it seeks to represent, (3) a statement certifying that thirty (30) percent of the Employees in the bargaining unit(s) wish to be represented by the Employee association as evidenced by any of the following: membership cards, dues payment, a petition, authorization forms, or other evidence of an Employee's desire to be represented by an Employee association for the purposes of collective bargaining, and (4) the proposed date, time, place or method for a secret ballot election.

The School Board may, but is not required to, invoke the process in Section 4(B)(1)-(6) to verify whether or not thirty (30) percent of the Employees in a bargaining unit wish to be represented by the Employee association.

3. Within ten (10) business days of receipt of the request for certification, the Superintendent shall notify all Employees in the bargaining unit(s) by electronic mail of the date, time, place or method for the election. A notice of the same shall also be posted in a common area at each worksite of the Employees in the Bargaining unit(s). Notice of the election shall also be included in the agenda for the School Board meeting immediately before the election.
4. All Notices provided pursuant to Section 4(A)(3) shall include a statement that other labor organizations or Employee associations have an opportunity to be included on the election ballot by filing a request with the Clerk of the School Board within seven (7) business from the date of the Notice. The request to intervene shall include (1) the employee association's name and address, (2) a description of the bargaining unit(s) it seeks to represent, (3) a statement certifying that thirty (30) percent of the Employees in the Bargaining unit(s) wish to be represented by the Employee association in accordance with Section 4(A)(1)(3), and (4) that it wishes to be included on the secret ballot. The School Board or the Employee association that filed the original request for certification may invoke the process in Section 4(B)(1)-(6) to verify whether the thirty (30) percent of the Employees in a bargaining unit wish to be represented by the intervening Employee association. If an Employee association successfully intervenes, a new Notice will be provided to Employees and the public pursuant to

Section 4(A)(3).

5. A Panel shall be convened for the election to oversee the process, report on results, investigate any objections, and hold hearings, if necessary. The election should be held within forty-five (45) business days after a request for certification has been filed, unless the Superintendent has sent written notification for no more than a two (2) week extension prior to the end of the forty-five (45) business day timeline.
6. The Panel may contract with a neutral third party or vendor agreed to by the parties (herein "Neutral") to conduct the election with appropriate supervision and review by the Panel. The election will be held in person and shall be by secret ballot. Should an in-person election be impractical, the Panel may agree upon alternative election procedures. The School Board shall pay for the costs of the election.
7. The ballot for the election shall contain the name of the Employee association requesting certification, any other Employee association that meets the above requirements, and a choice of no representation.
8. The School Board and each Employee association on the ballot may have a reasonable number of election observers, up to two (2) from each party, to witness an in-person election and to witness the opening, processing, and/or counting of mail or electronic ballots. The number of election observers may be increased with mutual agreement from all parties. Observers may challenge the eligibility of any person seeking to cast a vote by immediately requesting to the election organizer the verification of the Employee ID and valid driver's license. Challenged individuals may cast a ballot that is immediately impounded for future verification, if necessary. Once the election ends and the unchallenged ballots are tallied, the challenged ballots will be destroyed if they are not sufficient to potentially impact the election. If the challenged ballots could impact the election outcome, the Panel will open each challenged ballot and determine whether the person casting the ballot was eligible to vote.
9. Immediately after the polls are closed or the date for receiving mail in or electronic ballots has passed, the Panel or Neutral will count the ballots in the presence of the election observers and issue a tally of ballots revealing the number of ballots cast for each choice.
10. If none of the choices on the ballot receives the vote of a majority of the Employees voting, a run-off election among the two choices receiving the greatest number of votes will be held within thirty (30) business days. Notice of the run-off election shall be provided pursuant to Section 4(A)(3).
11. Any party to the election may file written objections within three (3) business days after the date of the tally of ballots. The objections should be specific in nature and detail the facts that call into question the validity of the election. The Panel of no more than seven (7) number of representatives shall investigate those allegations and if it finds that a dispute exists that calls into question the validity of the election, hold a hearing promptly. If not, the Panel will dismiss the objection(s) and certify the

election results to the School Board. If the Panel finds that the election did not substantially conform to this Resolution, it shall order a new election. The neutral decision-maker Panel shall complete this process within thirty (30) business days from the date of the tally of ballots.

12. Upon completion of an election in which the majority choice of the Bargaining unit Employees voting is determined, the School Board shall certify the results naming the Exclusive Representative and the bargaining unit(s). The Superintendent shall give reasonable notice to all Employee associations listed on the ballot and the Employees in the Bargaining unit(s) identifying the Exclusive Representative which has been certified.
13. An Employee association that is not successful in an election must wait ninety (90) calendar days before submitting a new petition for certification to the School Board.

A. Certification By Majority Authorization: Pursuant to Virginia Code Section 40.1-57.2(C), the School Board may certify an Employee association as the Exclusive Representative, without an election, upon receipt of a request from an Employee association including: (1) its name and address, (2) a description of the bargaining unit(s) it seeks to represent, and (3) a statement that a majority of the Employees in the bargaining unit(s) support certification and wish to be represented by the Employee association as their Exclusive Representative as evidenced by any of the following: membership cards, dues payment, a petition, authorization forms, or other evidence of an Employee's desire to be represented by an Employee association for the purposes of collective bargaining. The Employer is precluded from having access to or ownership of any ballot, membership card, petition, authorization form, showing of interest form, or any other information that would reveal Employee identities as these documents will remain the property of the Employee association. However, the Employer may validate the majority support for an Exclusive Representative using the following process:

1. A Panel may be convened within ten (10) business days to review and verify whether a majority of the Employees in a bargaining unit(s) support certification of an Employee association as their Exclusive Representative.
2. The Employer shall provide the Panel with a list of the names and positions of all employees in the bargaining unit(s).
3. The Employee association shall provide the Panel with a list of the Employees in the bargaining unit(s) who support certification and allow the Panel to inspect the membership cards, dues payment, petition, authorization forms, or other evidence of an Employee's desire to be represented by an Employee association for the purposes of collective bargaining. The Panel shall accept any document whether it bears a signature in ink or an electronic signature. Such documents, including but not limited to membership cards, authorization forms or petitions, from Employees signifying their desire for representation by an Employee association are valid for a period of one (1) year.
4. The Panel shall compare the Employer's list with the Employee association's list and supporting documentation and provide a report to the Clerk of the School

Board within six (6) business days stating whether or not a majority of the Employees in the bargaining unit(s) support certification.

5. If the Panel finds that the Employee association has failed to provide support from more than fifty (50) percent of contracted Employees in a bargaining unit, the Panel will notify the Employee association and the Employee association will have thirty (30) business days to provide the necessary proof of support. If they are unable to do so the Panel will dismiss the request for certification. Upon dismissal, an Employee association must wait ninety (90) calendar days before submitting a new petition for certification to the School Board.
6. Within fifteen (15) business days after After receiving a Panel Neutral decision-maker report stating a majority of the Employees in the bargaining unit(s) support certification, the School Board shall notify the Employee association that it has been certified as the Exclusive Representative. The Superintendent shall also give reasonable notice to all Employees in the bargaining unit(s) identifying the Exclusive Representative which has been certified.

B. Decertification of an Exclusive Representative. Decertification of an Exclusive Representative for a bargaining unit(s) shall not be considered by the School Board for at least one (1) year from the date of the Certification of an Exclusive Representative or during the duration of a collective bargaining agreement not to exceed three years, whichever is later.

7. A request for decertification of an Exclusive Representative for a bargaining unit(s) shall not be considered during the duration of a collective bargaining agreement unless the request is filed not more than 210 business days and not less than 180 business days before the expiration of a collective bargaining agreement.
8. An Employee association seeking decertification shall file a request with the Clerk of the School Board and deliver a copy to the Exclusive Representative. The request shall include (1) the Employee association's name and address, (2) the name and address of the Exclusive Representative it seeks to decertify, (3) a description of the bargaining unit(s) currently represented, (4) a statement certifying that thirty (30) percent of the Employees in the Bargaining unit(s) no longer wish to be represented by the Employee association, and (5) the date, time, place or method for a secret ballot election.
9. The School Board or the Exclusive Representative may invoke the process in Section 4(B)(1)-(6) to verify whether the thirty (30) percent of the Employees in a Bargaining unit support decertification.
10. The decertification process shall follow the same procedures as set forth in Section 4(A)(3)-(13)

SECTION 5. RIGHTS OF EMPLOYEE ASSOCIATIONS:

A. Dues Deduction: The Employer shall honor the terms of all employee authorizations for

payroll deductions to an Exclusive Representative or an Employee association in any form including those that satisfy the Uniform Electronic Transactions Act (Va. Code § 59.1-479, et seq.), including without limitation electronic authorizations and voice authorizations. An Employee's payroll deduction shall remain in effect until the Employee revokes the authorization pursuant to the terms of the agreement. Unless an Employee requests a cancellation or changes an authorization for payroll deductions, they shall be directed to the Employee association and not to the employer. The Employee association shall be responsible for processing these requests in accordance with the terms of the authorization. Nothing shall prohibit an Employee association from collecting dues directly from employees.

Employee Contact Information: The Employer shall provide to an Exclusive Representative, or an Employee Association that has petitioned for certification as the Exclusive Representation pursuant to Section 4(A)(1) and has certified that thirty (30) percent of the Employees in the Bargaining unit wish to be represented, the following information: Unless otherwise agreed by the parties, on or about the first day of every month, the Employer shall provide in an electronic, editable format information for all Employees in bargaining unit(s) as follows: name, job title, worksite location, hire date, ~~home address~~, work telephone number, home and mobile phone numbers, as well as personal and work email addresses. The Employer shall also provide that information for any new Employee on a monthly basis.

B. Access: The Employer shall provide an Exclusive Representative or an Employee Association that has petitioned for certification as the Exclusive Representation pursuant to Section 4(A)(1) and has certified that thirty (30) percent of the Employees in the bargaining unit wish to be represented reasonable access to the Employees that they represent provided that such access does not interfere with the operation of the school/facility or the Employee's performance of job duties. ~~Such access shall include:~~

- ~~1. The right to meet with Employees during the workday to discuss and investigate grievances and other workplace issues;~~
- ~~2. The right to conduct worksite meetings during meal periods and other breaks, as well as before and after the workday;~~
- ~~3. The right to address newly hired Employees on paid time for no less than thirty (30) minutes during new Employee orientations, within thirty (30) business days of hire, or at individual or group meetings of new Employees if no orientation is conducted. The Employer must give the Exclusive Representative at least ten (10) business days' written notice of any new Employee orientation, except shorter notice may be provided where there is an urgent need critical to the Employer's operations that was not reasonably foreseeable by the Employer. The structure and manner of such access to new Employee orientations shall be determined through mutual agreement.~~

~~The right to reasonable communications with Employees through the School Board's electronic mail system.~~

To ensure a balanced and respectful working environment, the School Board permits union representatives to communicate with employees before or after work hours with the ~~permission~~ **notification** of the Department Director or School Leader if meeting on RPS property, while maintaining the integrity of instructional time and district operations. **Union representatives may present for no more than 30 minutes at New Teacher orientation.** ~~Union~~ **Organizing** activities such as meetings or distribution of materials must occur during non-instructional periods, including before or after work hours, or lunch breaks, and must not disrupt classroom instruction

or interfere with school/work duties, including planning periods. Representatives must schedule any on-campus visits in advance with school administration and/or supervisors and comply with all visitor protocols. This practice promotes open communication between employees and their unions while preserving the educational mission of the division.

SECTION 6. COLLECTIVE BARGAINING DUTIES, IMPASSE, AND RELATED PROCEDURES:

A. Bargaining Unit Information: Not later than thirty (30) business days following a written request from an Exclusive Representative, the Employer shall provide the Exclusive Representative with information relevant to the administration or negotiation of a collective bargaining agreement or to the Employees' wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline, and other terms and conditions of employment.

B. Bargaining and Impasse: The parties shall conduct themselves in good faith at every stage of the collective bargaining, mediation, and impasse process.

1. Collective bargaining shall commence at least ninety (90) business days before the expiration of any current collective bargaining agreement, or in the case of a newly certified Exclusive Representative, within sixty (60) business days after certification. ~~Employees who serve as bargaining representatives or witnesses during any impasse hearing shall be entitled to release time from their employment duties.~~ The parties will schedule contract negotiations at times and places that will not interfere with school operations and the performance of the Employee's job duties.
2. The parties will discuss and agree upon the topics to be negotiated within the first nine (9) business days of the collective bargaining period. During the first contract negotiated under this Resolution, each party will select two (2) topics to negotiate for a total of four (4) topics to be collectively bargained, unless the parties mutually agree to more topics. The first contract negotiated under this agreement will be limited to a three (3) year term. **Thereafter, the duration of the contract for subsequent negotiations under this agreement will be five (5) years.** ~~Thereafter, the parties may negotiate multiple year contracts and any matter relating to wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline, and other terms and conditions of employment except those issues prohibited by law.~~ **During subsequent negotiations, the parties will be limited to no more than ~~two (2)~~ three (3) topics each, which may include topics included in a previous Agreement. All proposals must be provided in writing by the beginning of the second negotiation session.**
3. ~~The Employer and Exclusive Representative may have, by agreement, a neutral facilitator or mediator (the "Mediator") which may be the Federal Mediation Conciliation Service ("FMCS"), if available. The Mediator will be determined by both parties. While engaging with the Mediator, another Mediator may be identified and selected if both parties agree that it would be more effective. Bargaining representatives shall meet at reasonable times, including meetings in advance of the Employer's budget making process, to negotiate in good faith with respect to any matter relating to wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline, and other terms and conditions of employment.~~
4. If no agreement is reached by thirty (30) business days before an existing

collective bargaining agreement expires or in the case of a newly certified Elusive Representative within (90) business days after negotiations begin, the Employer or Exclusive Representative can declare an impasse to obtain the services of a mediator. An impasse will be resolved as follows:

- (a) The Mediator shall be an impartial disinterested person chosen by the Employer and Exclusive Representative.
 - (b) The parties must participate in at least four mediation sessions, which must take place within twenty-one (21) business days from the date the Mediator is appointed.
 - (c) If no agreement is reached at the end of the above mediation process, the parties will observe a mandatory cooling-off period of fifteen (15) business days. During this period the parties will not engage in contract discussions.
 - (d) Following the mandatory cooling-off period, the parties may elect to participate in other engagement strategies by mutual agreement. If no agreement is reached at the end of the above process, **both parties shall be required to present their final offers to the School Board, which shall decide all unresolved issues on the basis of the written record.** ~~either party can request a hearing by a Panel. The hearing must be held within thirty (30) business days of the request. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, witnesses, cross-examine witnesses, question and introduce evidence to support his/her positions without violating Virginia Code Section 54.1-3904. A written decision must be issued by the Panel within thirty (30) business days of the hearing.~~
5. The costs related to contract negotiations will be borne equally by the Employer and the Exclusive Representative.
 6. If an impasse continues beyond the expiration date of an existing collective bargaining agreement, the agreement shall remain in effect until the impasse is resolved and a new agreement is signed by both parties.
 7. Nothing in this section shall prohibit or impede the Employer and Exclusive Representative from continuing to bargain in good faith or from voluntarily reaching an agreement during an impasse.
 8. The Employer and Exclusive Representative must reduce an agreement to writing when it is reached. ~~which shall incorporate any decision of a Panel if one has been issued.~~ An agreement is enforceable and effective when executed by the Exclusive Representative and the School Board.
 9. ~~A collectively bargained agreement is subject to sufficient appropriation and funding by the Richmond City Council. If the Richmond City Council fails to appropriate sufficient funds to implement the agreement, either party may reopen negotiations.~~ **Any collective bargaining agreement reached between the School Board and an exclusive representative shall be contingent upon the appropriation of sufficient funds by the local governing body in the next ensuing budget cycle.**

Any provisions in a collective bargaining agreement without sufficient funding shall be null, void, and unenforceable if the School Board fails to receive, or to continue to receive, funds which, in its sole opinion, are sufficient to meet its obligations thereunder. In such case, the collective bargaining agreements shall become effective and be implemented when the School Board determines that there is sufficient funding available.

10. ~~Within the first three (3) years, the School Board will hire a labor relations collective bargaining team under the supervision of the Talent Office to support the Chief Talent Officer in the implementation of this Resolution.~~
11. The terms and conditions of an existing agreement shall remain in full force and effect until superseded by a new collectively bargained agreement.

SECTION 7. PROHIBITED CONDUCT AND RESOLUTION PROCEDURES:

A. The Employer and its agents shall not:

1. Interfere with, restrain, or coerce Employees in the exercise of rights granted by this Resolution.
2. ~~Dominate or~~ Interfere in the administration of any Employee association, **which shall in no way be construed as a restriction on an individual's constitutionally protected freedom of expression.**
3. Encourage or discourage membership in any Employee association, committee, or labor organization including by discrimination in hiring, tenure, discipline, or other terms or conditions of employment.
4. Discharge, retaliate, or discriminate against any Employee because they have formed, joined, supported, assisted, or chosen to be represented by any Employee association.
5. Discharge, retaliate, or discriminate against any Employee because they have participated in collective bargaining, testified in a hearing, or filed a statement, petition, complaint, or grievance under this Resolution.
6. Refuse to negotiate collectively or bargain in good faith with an Exclusive Representative.
7. Refuse to participate in good faith in any impasse or dispute resolution procedures set forth in this Resolution.
8. Oppose the appropriation of funds, support policies, or otherwise act in a manner that would impair or interfere with the implementation of any collectively bargained agreement approved by the School Board.

B. The Exclusive Representative and its agents shall not:

1. Interfere with, restrain, or coerce an Employee with respect to rights granted in this Resolution or with respect to certifying or decertifying an Exclusive Representative.
2. Refuse to negotiate collectively or bargain in good faith with the Employer.
3. Refuse to participate in good faith in any impasse or dispute resolution procedures set forth in this Resolution.
4. Encourage or participate in any strike or willfully refuse to perform the duties of their employment in concert with two or more other Employees. Any Employee who violates this section shall be deemed to have terminated their employment and shall be ineligible for employment by the Employer during the next twelve months pursuant to Virginia Code Section 40.1-55. To the extent permitted by law, the Employer agrees that no lockout, which is defined as the refusal of the Employer to allow Employees to come to work until they accept the Employer's contract terms, will take place.
5. Interfere in the day to day operations of RPS or engage in behavior that negatively impacts the working conditions or environment of any RPS employee, which shall in no way be construed as a restriction on an individual's constitutionally protected freedom of expression.
6. ~~Dominate or~~ Interfere in the administration or operation of RPS.

C. The Employee shall not:

1. Participate in any strike or willfully refuse to perform the duties of their employment in concert with two or more other Employees. Any Employee who violates this section shall be deemed to have terminated their employment and shall be ineligible for employment by the Employer during the next twelve months pursuant to Virginia Code Section 40.1-55.

2. Interfere in the day to day operations of RPS or engage in behavior that negatively impacts the working conditions or environment of any RPS employee, which shall in no way be construed as a restriction on an individual's constitutionally protected freedom of expression.

~~D. An Employee, Employee association, or Exclusive Representative alleging prohibited conduct with respect to this Resolution, or a violation of this Resolution may file a grievance with the Superintendent within thirty (30) business days of the event or when the grievant knew or reasonably should have known of its occurrence. The grievance should include (i) the date of the event(s), (ii) a description of the event, (iii) the nature of the violation, including any resolution, policy, procedure, regulation, or statute allegedly violated; and (iv) a statement of the relief requested. The grievance shall be processed as follows:~~

- ~~1. The respondent shall have ten (10) business days to file a written answer to the grievance with the Superintendent. The respondent shall simultaneously deliver a copy of the answer to the grievant.~~
- ~~2. The Superintendent, or his/her designee, shall hold a meeting with the grievant and the respondent within fifteen (15) business days after an answer is filed. At such meeting, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, witnesses,~~

~~cross-examine witnesses, question and introduce evidence to support his/her positions without violating Virginia Code Section 54.1-3904. If no settlement is reached during the meeting, the Superintendent, or his/her designee, shall issue a written decision within five (5) business days from the meeting.~~

3. ~~The grievant may file a written appeal of the Superintendent's decision with the Clerk of the School Board within ten (10) business days. The appeal shall state whether the grievant elects a hearing before a Panel or the School Board. The appeal should also include (i) a description of the issues appealed and the factual support; (ii) the resolution, policy, procedure, regulation, or statute allegedly involved; (iii) the relief requested; (iv) the original grievance and answer; and (v) the Superintendent's decision. The appellee may file a response to the appeal within ten (10) business days.~~
4. ~~If the grievant elects the School Board for the appeal, it shall conduct a hearing, which may be public at the option of the grievant, within thirty (30) business days after a response to the appeal is filed. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, witnesses, cross-examine witnesses, question and introduce evidence to support his/her positions without violating Virginia Code Section 54.1-3904. The School Board shall provide for an official written transcript to report the proceeding which must be paid for by the School Board. If no settlement is reached during the hearing, the School Board shall issue a decision within ten business days from the hearing.~~
- ~~If the grievant elects a Panel for the appeal, it shall conduct a hearing within thirty (30) business days after a response to the appeal is filed. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, witnesses, cross-examine witnesses, question and introduce evidence to support his/her positions without violating Virginia Code Section 54.1-3904. The Panel shall provide for an official written transcript to report the proceeding which must be paid for by the School Board. If no settlement is reached during the hearing, the Panel shall issue a written recommendation with findings of fact and conclusions of law and transmit its recommendation with the record of the hearing to the School Board and both parties within thirty (30) business days from the hearing. Either party may file a response to the Panel's recommendation within ten (10) business days. The grievant may request a hearing before the School Board which may be public at the option of the grievant. If no additional hearing is requested, the School Board shall issue a decision adopting the Panel's recommendation unless it finds that the recommendation is arbitrary and capricious. If the grievant requests a hearing before the School Board, it shall be conducted pursuant to Section 7(C)(4) herein.~~
5. ~~Employees shall be given release time from their employment duties to testify or participate in any grievance proceeding under this section. Employees shall not be disciplined or retaliated against for filing, supporting, testifying, or participating in any grievance.~~
6. ~~If the School Board finds that an individual or department engaged in prohibited conduct or otherwise violated this Resolution, the School Board may issue an order directing the party to cease and desist engaging in such conduct and may~~

~~order such other affirmative and equitable relief to remedy the violation, including reinstatement with or without back pay and interest at the rate of eight percent.~~

- ~~7. This grievance procedure shall operate concurrently with any grievance procedure collectively bargained by the parties and shall not be considered the exclusive means by which disputes can be resolved.~~

SECTION 8. DISPUTES: Any disputes arising under this Resolution or any Collective Bargaining Agreement agreed to pursuant to this Resolution or any prior Collective Bargaining Resolution adopted by the School Board shall be raised and adjusted pursuant to Part II of the Procedure for Adjusting Grievances adopted by the Virginia Board of Education, and as may be amended from time to time. An exception to the process shall be to include a panel hearing after the Superintendent or designee renders a written decision to the grievant. The transcripts and decision from the neutral member of the panel hearing shall be provided to the School Board as the written record that shall inform their final decision.

A panel shall conduct a hearing within sixty (60) business days after a response to the appeal is filed. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, witnesses, cross-examine witnesses, question and introduce evidence to support his/her positions without violating Virginia Code Section 54.1-3904. The Panel shall provide for an official written transcript to report the proceeding which must be paid for by the parties equally. If no settlement is reached during the hearing, the Panel shall issue a written recommendation with findings of fact and conclusions of law and transmit its recommendation with the record of the hearing to the School Board and both parties within thirty (30) business days from the hearing. Either party may file a response to the Panel's recommendation within ten (10) business days. If no additional hearing is requested, the School Board shall issue a decision upon receiving the Panel's written recommendation.

Employees shall be given release time from their employment duties to testify or participate in any grievance proceeding under this section. Employees shall not be disciplined or retaliated against for filing, supporting, testifying, or participating in any grievance.

If the School Board finds that an individual or department engaged in prohibited conduct or otherwise violated this Resolution, the School Board may issue an order directing the party to cease and desist engaging in such conduct and may order such other affirmative and equitable relief to remedy the violation, including reinstatement with or without back pay and interest at the rate of eight percent.

~~Complaints or disputes by Administration regarding conduct of an Exclusive Representative or its agents shall be addressed to the School Board in writing. The Exclusive Representative will be provided an opportunity to respond in writing and the School Board shall decide the matter on the written record.~~

SECTION 9 & SEVERABILITY: If any provision or any part of any provision of this Resolution shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Resolution, and this Resolution shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability. In the event there are any future amendments to the Collective Bargaining Resolution, the unions shall be notified in writing at least 30 calendar days prior to the School Board's consideration of the amendments.