

## NEGOTIATIONS LEGAL STATUS

### Legal Framework for Employee Relations

The General Laws of Massachusetts establish the legal framework within which employee organizations may be recognized and bargain collectively with "municipal employers." Because of the importance of these provisions of the law, they are included as part of this policy statement. In working within the provisions of law, the Milton School Committee will continue to fulfill its responsibilities and does not forego any of its prerogatives nor does it relinquish any of its powers as granted in state law.

1. The School Committee will officially recognize duly constituted or elected bargaining units of the various employee groups in the School District.
2. The School Committee will, in good faith, bargain collectively with those units in matters related to "wages, hours, and other conditions of employment."
3. The School Committee and the administration of the School District will appropriately respond to and use the grievance procedures established within negotiated agreements and the provisions of state law in order to expedite the settling of conflicts and disputes.
4. The School Committee and the administration of the School District will refrain from engaging in the "employer practices" specifically prohibited by state law.
5. The School Committee and the administration of the School District will keep the school open so long as the health and safety of the students and staff can be assured.

### Definitions Related to Collective Bargaining

When used in sections of state law concerned with collective bargaining, the following words shall, unless the context requires otherwise, have the following meanings:

1. Municipal Employer - Any county, city, town, or district, and any person designated by the municipal employer to act in its interest in dealing with municipal employees.
2. Employee - Any employee of a municipal employer, whether or not in the classified service of the municipal employer, except elected officials, board and commission members, and the executive officers of any municipal employer.
3. Employee Organization - Any lawful association, organization, federation, or council having as a primary purpose the improvement of wages, hours and other conditions of employment.
4. Professional Employee - Any employee engaged in work which is predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, which involves the consistent exercise of discretion and judgment in its performance, of such a character that the output produced or the result accomplished cannot be standardized in relation to a given time period, and which requires knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged

course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes.

LEGAL REFERENCES: M.G.L. 150E:1

RECOMMENDED: NESDEC

*1<sup>st</sup> Reading: November 1, 2004*  
*2<sup>nd</sup> Reading: November 16, 2004*  
*Adoption: November 16, 2004*  
*Proposed reconsideration:*

**PROHIBITED PRACTICES**

Pertinent information on prohibited practices by employees and employer, complaints to labor relations commission and prohibition against strikes, is detailed in the Massachusetts General Laws, Chapter 150E: 9a, 10, 11.

RECOMMENDED: NESDEC

*1<sup>st</sup> Reading: November 1, 2004*  
*2<sup>nd</sup> Reading: November 16, 2004*  
*Adoption: November 16, 2004*  
*Proposed reconsideration:*

**SCHOOL COMMITTEE NEGOTIATING  
POWERS AND DUTIES**

Nothing in any collective bargaining agreement between the School Committee and a recognized bargaining agent for an appropriate unit of employees shall be deemed to derogate from or impair any power, right or duty possessed by the School Committee, except where such right, power or duty is specifically limited by a legally valid provision of a collective bargaining agreement.

In the event of a conflict between the provisions of a collective bargaining agreement and any policy or procedure set forth in the Policy Manual then said collective bargaining agreement should prevail to the extent permitted by relevant laws.

It is expressly understood that no Committee member other than the Chair (or designee) will issue any press releases or statements in regard to negotiations. The Chair and the Superintendent (or designee) are authorized to make joint statements that they deem to be in the best interests of the Committee. In the absence of the Chair, the Superintendent (or designee) may operate under this authorization.

RECOMMENDED: NESDEC

*1<sup>st</sup> Reading: November 1, 2004*  
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**SCHOOL COMMITTEE NEGOTIATING AGENT**

The School Committee appoints a negotiating team to represent it in all negotiations with recognized bargaining units.

The role and authority of the Committee's negotiating team is limited to the conduct of negotiations and the making of tentative agreements that shall be subject to review and ratification by the full School Committee.

During off years the Superintendent or his/her designee shall represent the School Committee in all matters pertaining to collective bargaining (i.e., grievances, arbitrations, proceedings pertaining to negotiations, limited negotiations and communication with employee organizations). The Superintendent shall seek legal counsel when he/she deems necessary and shall bring to the attention of the School Committee all matters that require its approval.

No one other than an authorized negotiating team in the context of negotiations or the Superintendent or his/her designee is authorized to represent the School Committee in any communications or negotiations with an employee organization.

**RECOMMENDED: NESDEC**

*1<sup>st</sup> Reading: November 1, 2004*  
*2<sup>nd</sup> Reading: November 16, 2004*  
*Adoption: November 16, 2004*  
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## **ANNOUNCEMENT OF FINAL NEGOTIATED AGREEMENT**

When final agreement is reached, the negotiated agreement will be reduced to writing and, when approved by the Association and the School Committee and signed by the parties, will become a part of the official minutes of the Committee.

The terms and conditions of the agreement will become a part of the School Committee's policies and will represent the full and complete understanding and contract concerning the terms and conditions of employment between the parties.

The Committee will make public a summary of the final agreement it approves.

*1<sup>st</sup> Reading: November 1, 2004*  
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**RESOLUTION OF DISPUTES UNDER THE AGREEMENT**

Pertinent information, relative to the resolution of disputes under a collective bargaining agreement are detailed in M.G.L. Chapter 150E, Sections 5 and 7.

LEGAL REFERENCE: M.G.L. 150E: 5, 7

CROSS REFERENCE: Teachers' Agreement  
Maintenance and Custodial Agreement

RECOMMENDED: NESDEC

*1<sup>st</sup> Reading: November 1, 2004*  
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## IMPASSE PROCEDURES

If an impasse is determined to exist according the M.G.L. 150E: 9, some or all of the following steps may be followed by the Board of Conciliation and Arbitration to resolve the impasse:

1. Appointment of a mediator.
2. Fact-finding.
3. Arbitration.

Upon the determination of the existence of an impasse an employer shall not implement unilateral changes until all necessary steps have been taken to resolve the impasse. Until such time, the terms and conditions of employment shall continue in effect.

LEGAL REF: M.G.L. 150E:9

RECOMMENDED: NESDEC

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## STAFF JOB ACTIONS

It should be understood that the School Committee and administration judge any work stoppage by school district employees to be an illegal act. With this premise as a basis, the philosophy of the Committee and administration will be to keep schools open so long as the health and safety of the students and staff can be assured. In the event that any work stoppage should become an imminent threat to the health and safety of the students and staff an alternate plan of action will be immediately enforced.

### Action Regarding Work Stoppage

The Superintendent of Schools or his/her designee in consultation with the Chairman of the School Committee will make the initial decision as to whether or not schools will remain open. If this consultation is not possible, the Superintendent or his/her designee is authorized to make the decision.

The decision as to what schools will remain open will be made by the Superintendent of Schools or his/her designee after consultation with the Chairman of the School Committee. If this consultation is not possible, the Superintendent or his/her designee is authorized to make the decision.

There will automatically be a meeting of the School Committee in its regular meeting place and time during the evening the work stoppage has occurred. If prior warning of a possible stoppage is forthcoming, the Superintendent is authorized to call a School Committee meeting to be held at the usual meeting place and time on the designated date. This decision will be made after consultation with the Chair of the Committee, if possible.

It is expressly understood that no Committee member other than the Chair (or designee) will issue any press releases or statements in regard to the work stoppage. The Chair and the Superintendent (or designee) are authorized to make joint statements that they deem to be in the best interests of the Committee. In the absence of the Chair, the Superintendent (or designee) may operate under this authorization.

RECOMMENDED: NESDEC

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