

## NEGOTIATIONS AGREEMENT

### BOARD OF TRUSTEES, SCHOOL DISTRICT NUMBER ONE AND SWEETWATER EDUCATION ASSOCIATION

This agreement is made and entered into by and between the Board of Trustees of Sweetwater County School District Number One, State of Wyoming and the Sweetwater Education Association.

#### RECOGNITION

The Board of Trustees recognizes the Sweetwater Education Association as the sole and exclusive representative of all teachers and certified employees of Sweetwater County School District No. 1, excluding administrative personnel. It is understood that Sweetwater Education Association will represent both members and non-members in salary and fringe benefit negotiations, and be required upon request by the Board of Trustees to show evidence that the Sweetwater Education Association does indeed have at least 51% membership of all certified employees.

At the employee's option, the SEA will be recognized for the purpose of facilitating the grievance process.

The members of the teaching staff in the District have the right to join, or not to join, any organization for their professional or economic improvement and the Board and Association recognizes that there shall be no discrimination against any member of the teaching staff, or any certificated employee, regardless of membership or non-membership in any teacher's organization.

#### RIGHTS OF THE RECOGNIZED ASSOCIATION

##### 1. DUES PAYMENT

The Board agrees to deduct by means of payroll deduction a sufficient amount of money from the salary of members of the Association to pay the member's dues in the Association (as requested by members in writing). The Board further agrees to transmit all such monies so deducted on a regular monthly basis to the Wyoming Education Association (WEA).

##### 2. USE OF SCHOOL FACILITIES

The Association and its members shall have the right to use school facilities and school buildings at reasonable times without costs.

The Association shall have the right to place notices, circulars and other materials relevant to the Association's business on a Teacher's Lounge bulletin board and in teacher's mailboxes.

Duly authorized representatives of the Association, and its respective affiliates, shall be permitted to transact official business on school property as long as Association business does not conflict with assigned duties and responsibilities of the certificated staff.

## **NEGOTIATIONS PROCEDURE**

### INITIATION OF NEGOTIATIONS:

1. After February 15 of any year either the Board or the Association may initiate negotiations by written request from either party.
2. The first meeting of the negotiations teams shall take place not later than ten (10) calendar days after the receipt of the initial request for negotiations. Pertinent information relative to negotiations may be requested by both parties at this time. Subsequent negotiation meetings shall take place with joint agreement until tentative agreements have been reached on all matters or until April 15.
3. The Board, through its designated representatives, shall meet with the representatives of the Association and shall negotiate for the purpose of reaching agreements. It shall be the duty of both parties to negotiate in good faith.
4. Written requests for negotiations between the Board and the Association may be submitted on teachers' salaries and benefits.
5. Negotiations will be conducted at times and places mutually agreed upon. The date, hour and location of each meeting shall be established at the previous meeting. If the mutually agreed upon time is during the course of a school day, the members of the teams shall be released from school duties without loss of pay to attend such meetings.

### CONDUCTING NEGOTIATIONS:

1. The negotiation team shall consist of 3 members of the Board, 3 members of the Association, one advisor to the Board, and one advisor to the Sweetwater Education Association. Each party shall select its own representatives.
2. Negotiations shall be conducted in open sessions unless both parties agree otherwise.
3. During negotiations, public media statements or releases relating to negotiations thereto shall be made only as jointly agreed.
4. Tentative agreements reached during negotiations, mediation, or fact-finding will be reduced to writing and will have the conditional approval of both parties. A statement of the agreed-upon section shall be dated and initialed by both parties.

### ADOPTING AGREEMENTS:

1. Tentative agreements reached as a result of this negotiations procedure are first subject to ratification by the Association. Following ratification by the Association, the tentative agreements shall be presented to the Board for adoption as official Board policy at the

next official School Board meeting. The Board shall have the final authority to act in the best interest of the school district.

2. The Board shall publish all negotiated policies, benefits and the agreement within thirty (30) days after ratification and provide all teachers with a copy. Distribution will be by the Board through school district mail. All previously negotiated items shall remain intact and cross-referenced with the HG number in Sweetwater School District Number 1 Policy and Regulations Manual. All policies containing the designation HG are considered negotiated items.

#### MEDIATION:

1. If the negotiations have reached an impasse, either party may request the assistance of a mediator.
2. If parties cannot agree upon a mediator within ten (10) days from the date impasse is declared, the parties shall request the services of the Federal Mediation Consortium. No public news release shall be made until after such a meeting after which time the mediator's report will become a matter of public record, no later than ten (10) days upon the receipt of the report.
3. The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

#### FACT FINDING:

1. In the event mediation fails to bring about agreement, either party may request that the issue(s) still in question be submitted to a mutually agreed upon Sweetwater County fact-finder within ten (10) days. If the Sweetwater fact-finder has not been obtained within thirty (30) days, the fact-finder may come from outside the county by mutual agreement.
2. The fact-finder shall have the authority to hold hearings and make procedural rules. All hearings conducted by the fact-finder shall be held in closed session and no news releases shall be made concerning progress of such hearings.
3. Within five (5) days after the conclusion of such hearings, the fact-finder shall submit a report in writing to the Board and the Association only, and shall set forth in the report his findings of fact, reasoning and recommendations on the issue(s) submitted. The report shall be advisory only, and binding on neither the Board nor the Association.
4. Within five (5) days after receiving the report of the fact-finder, the Negotiations Committee of the Board and the Association will meet to discuss the report and take official action.
5. No public news release shall be made until after such a meeting at which time the fact-finding report will become a matter of public record.
6. If the impasse is not resolved within ten (10) days after receipt of the recommendations of the fact-finder, the Board shall be the final authority to act in the best interest of the School District.

7. The costs for the services of the fact-finder, including per diem expenses, if any, and the actual and necessary travel expenses, shall be shared equally by Board and the Association.

TERMS OF AGREEMENT:

1. This professional agreement will be extended for a period of one year from June 30<sup>th</sup> of the current contract year.
2. All agreements negotiated by the parties through the provisions of this agreement shall be attached hereto and made a part hereof and shall have full force and effect until such times as they are modified or changed by joint agreement.
3. All agreements formally adopted by the parties shall be recorded in the minutes of the Board at the next regularly scheduled Board meeting subsequent to such formal adoption by the parties.

Adopted	02/25/85			
Updated	02/26/86	09/12/88	04/25/89	04/18/90
	03/14/91	08/27/97	06/08/98	06/14/99
	05/28/01	06/10/02	09/27/04	5/8/06