

**SCHOOL BOARD RESOLUTION  
AUTHORIZING COLLECTIVE BARGAINING  
IN ARLINGTON PUBLIC SCHOOLS**

**WHEREAS**, the longstanding prohibition against school boards and local government bodies engaging in collective bargaining with their respective employees was repealed by Chapter 1276 of the Acts of Assembly, adopted in the 2020 Session of the Virginia General Assembly and effective May 1, 2021;

**WHEREAS**, the newly amended section 40.1-57.2 of the Code of Virginia permits a school board, by resolution, to recognize labor unions or other employee associations as a bargaining agent of its public employees, and to collectively bargain or enter into a collective bargaining agreement with such union or association or its agents with respect to any matter relating to them or their employment or service;

**WHEREAS**, any school board that elects to authorize collective bargaining pursuant to Va. Code § 40.1-57.2 must provide, by resolution, procedures for the certification and decertification of exclusive bargaining representatives, including reasonable public notice and opportunity for labor organizations to intervene in the process for designating an exclusive representative of a bargaining unit;

**WHEREAS**, no resolution to authorize collective bargaining shall include provisions that restrict the school board's authority to establish its budget or influence the appropriation of funds; and

**WHEREAS**, the Arlington County School Board ("School Board") desires to exercise its authority pursuant to the laws and the Constitution of Virginia.

**NOW, THEREFORE, BE IT RESOLVED** that the School Board hereby authorizes collective bargaining with its employees in accordance with the following procedures, which are incorporated herein.

**SECTION 1. GENERAL 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 be three bargaining units of Arlington Public School employees as follows:
1. Licensed Personnel - means any non-administrative Employee whose school employment requires a license from the Virginia Department of Education or Virginia Department of Health Professions. This includes, but is not limited to, all teachers, school counselors, specialists, librarians, ITRTs, school psychologists, social workers, speech pathologists, and department chairs.
  2. Support Personnel - means all Employees except Administrative Personnel, Licensed Personnel, and Confidential Personnel.

3. Administrative Personnel- 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 recommend the hiring, suspending, layoff, recall, or discharge of other employees.

Definitions of the three bargaining units above are for the purposes of collective bargaining only and for no other purpose.

- B. "Business Day" means a day that Arlington Public Schools ("APS") 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. If APS central office is closed prior to 5:00 p.m. on the last day, the deadline becomes 12:00 p.m. of the next Business Day.
- C. "Confidential Personnel" means any individual who, in the course of his or her employment:
  - a. Has access to confidential APS personnel files or other confidential APS information (including budgetary and fiscal data) subject to use by APS in collective bargaining matters; or
  - b. Assists and acts in a confidential capacity to employees who formulate, determine, and effectuate school policies in the area of employee relations;
  - c. Including but not limited to any employee who works in:
    - i. Any office of a School Board member to include:
      - a. The Clerk;
      - b. The Deputy Clerk;
      - c. Executive Administrative Assistant/Specialist; and
      - d. Internal Audit Director.
    - ii. Office of the Superintendent and any Executive Assistant/Specialist assigned thereto.
    - iii. All Assistant Superintendents and any Executive Administrative Assistant/Specialist assigned thereto.
    - iv. Superintendent's Cabinet and any Executive Administrative Assistant/Specialist assigned thereto.
    - v. Division Counsel and any direct reports in the Office of Division Counsel.
    - vi. Human Resources to include:
      - a. All Directors in Human Resources;
      - b. Executive Administrative Assistants/Specialists assigned thereto.
    - vii. Director of Labor Relations and any direct reports.
    - viii. Finance & Management Services to include:
      - a. Finance Director;
      - b. Budget Director; and
      - c. Executive Administrative Assistants/Specialists assigned thereto.
    - ix. Performs work in a position, wherever assigned, with authorized access to confidential information pertaining to APS budgetary or fiscal data or confidential personnel information pertaining to collective bargaining matters.

- D. "Director of Labor Relations" means the APS employee responsible for the organization, supervision, administration, and management of all aspects of labor relations, including collective bargaining, formal negotiations, contract administration, master agreements, legal compliance, and employee appeals and grievances.
- E. "Employee" means any employee of the School Board who is not a temporary or short/long term substitute, except it does not include any person who is identified as a Confidential Personnel as defined in this Resolution. Temporary employee is an hourly employee in a non-budgeted full-time employee ("FTE") that is not eligible for benefits or leave.
- F. "Employee Association" means any union or organization in which School Board Employees participate that exists for the purpose, in whole or in part, of dealing with school boards concerning collective bargaining, wages, benefits, or terms and conditions of employment.
- G. "Employer" means the Arlington County School Board and/or Arlington Public Schools.
- H. "Exclusive Representative" means an Employee Association certified by the School Board pursuant to this Resolution as the only Employee Association to represent an Employee bargaining unit in the collective bargaining process.
- I. "Impasse" means the failure of the Employer and Exclusive Representative to reach agreement in the course of collective bargaining negotiations.
- J. "Mediation" means assistance by an impartial third party to reconcile an impasse between the Employer and Exclusive Representative regarding wages, benefits, and/or terms and conditions of employment through nonbinding interpretation, suggestion, recommendation, and/or advice.
- K. "School Board" or "Board" means the Arlington County School Board or its designated agents.
- L. "Strike" means, in concerted action with others, a School Board Employee's refusal to report to duty, or willful absence from their position, or stoppage of work, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment with the Employer.

## **SECTION 2. DEFINITION OF COLLECTIVE BARGAINING**

The terms in this Resolution have the meanings defined below unless stated otherwise.

A. "Collective Bargaining" means to perform the mutual obligation of the School Board, by its representatives, and the Exclusive Representative of Employees in an appropriate bargaining unit to meet and negotiate in good faith at reasonable times and places regarding:

1. Wages;
2. Benefits; and,
3. Terms and Conditions of Employment;

as each is defined herein, including procedures, consistent with state law and regulations, to resolve Employee grievances, but excluding identification of actual conduct that is subject to discipline and the setting of any disciplinary action, with the good faith intent to reach an agreement regarding the above listed subjects, conditioned on the appropriation of funds to the School Board. Collective bargaining shall not mean negotiation as to matters controlled or preempted by any federal or state constitutional provision, law, rule or regulation.

B. "Wages" means wages, salaries, hourly rates, lanes and steps of salary scale, all forms of compensation including bonus eligibility, if any, equipment and uniform allowances (if applicable), stipends of all varieties and other financial reimbursement programs, if any.

C. "Benefits" means vacation leave, locally granted holidays, sick leave, bereavement leave, jury duty leave, or other paid or unpaid locally created leave, if any, and medical, vision, and dental insurance (including contributions and levels of coverage). It shall not include statutory or other benefits conferred by the Commonwealth or any agency thereof and it shall not include matters controlled or preempted by any federal or state constitutional provision, law, or regulation, nor shall it include any matter requiring action contrary to national or state health, safety and service guidance. Any components of the Virginia Retirement System (Title 51.1) or Workers Compensation (Title 65.2) shall not be included or bargained.

D. "Terms and Conditions of Employment" means personnel policies and practices and working conditions, other than wages or benefits and those matters reserved to the School Board and management's sole discretion as defined in Section 2.E. of this Resolution, and includes but is not limited to health and safety, planning time, breaks, and work hours. Terms and Conditions of Employment shall be construed narrowly to include only those items that have a functional impact on the workplace conditions and environment.

E. "School Board's Rights and Authority" The School Board shall at all times retain exclusive rights regarding the following non-negotiable matters/subjects:

1. To hire, promote, transfer, assign, retain, supervise, evaluate, schedule and classify all Employees; and to suspend, demote, discharge, or take other disciplinary action against Employees for cause; and to establish criteria for all such actions listed herein and make the ultimate decision as to which Employee(s) such actions will apply;
2. To determine the nature and scope of the work to be performed by School Board Employees, including the number of Employees hired to perform such work;
3. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the School Board, standards of services, its budget, utilization of technology, and organizational structure;
4. To relieve Employees from duties by layoff or other reduction-in-force measures due to lack of work, changed working conditions/requirements, enrollment, budget limitations or for other reasons in the School Board's sole discretion and not prohibited by law;
5. To establish and change standards of behavior or performance, job qualification, and job descriptions;
6. To determine the goals, objectives, functions, structure, and supervision of departments, divisions, and offices of the School Board and Arlington Public Schools;
7. To do all things reasonable and necessary to carry out the mission of the School Board in emergencies declared in accordance with applicable federal, state, or local laws, regulations and policies;
8. To exercise its authority pursuant to Article 8, section 7 of the Constitution of Virginia; and
9. To establish the school division budget and to expend appropriated funds in the School Board's sole discretion.

### **SECTION 3. 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 an Exclusive Representative chosen in accordance with the provisions of this Resolution.
4. Engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by this Resolution, policy of the School Board, or any federal, state or local law or regulation.
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, those detailed above in Section 2.E.

### **SECTION 4. 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 for the benefit of 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 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 and shall work with the Director of Labor Relations on any individual grievance matter. The Employer may, but is not required to, notify the Exclusive Representative of grievances filed.

### **SECTION 5. 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 twenty (20) 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. Costs of the election shall be split equally between the School Board and the Employee Association(s). The procedures for certification 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 Director of Labor Relations and deliver a copy to the Superintendent. The request shall include (1) the Employee Association's name and address, (2) which of the bargaining unit(s) it seeks to represent, (3) a statement certifying that at least 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 to be included in the guidelines established by the Director of Labor Relations to verify whether or not at least thirty (30) percent of the Employees in a bargaining unit wish to be represented by the Employee Association.

2. Within twenty (20) business days of receipt of the request for certification, the Director of Labor Relations 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.

3. All Notices provided pursuant to Section 5(A)(2) 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 to intervene with the Director of Labor Relations within seven (7) business days from the date of the Notice. The request to intervene shall include (1) the Employee Association's name and address, (2) which of the bargaining unit(s) it seeks to represent, (3) a statement certifying that at least thirty (30) percent of the Employees in the bargaining unit(s) wish to be represented by the Employee Association in accordance with Section 5(A)(1) (other than the percentage of Employees required by that section) 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 to be handled by a neutral third party to verify whether at least 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 5(A)(2).

4. The Director of Labor Relations shall establish written guidelines for the process and procedures for conducting an election which shall include the use of a neutral third party to facilitate the election and certification of signatures and/or votes. After the first

election, the creation or modification of written guidelines for elections may include input from Exclusive Representatives.

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 as described below in Section 5 (B)(2).

1. Recognition of an Employee Association as the exclusive bargaining agent for a bargaining unit permitted by Section 5 shall continue so long as such Employee Association satisfies the criteria of Section 5.

2. A request for decertification of a recognized Exclusive Representative of an appropriate bargaining unit may be filed in a thirty (30) day period between the two hundred tenth (210) and one hundred eightieth (180) day prior to the expiration of any existing collective bargaining agreement for that bargaining unit.

3. Employees seeking decertification shall file a request with the Director of Labor Relations and deliver a copy to the current 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) which of the bargaining unit(s) currently represented, (4) a statement certifying that at least fifty (50) percent of the Employees in the identified 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. Costs of the secret ballot election shall be split evenly between the School Board and the Employee Association(s).

4. The School Board or the Exclusive Representative may invoke the process to be included in the guidelines established by the Director of Labor Relations to verify whether fifty (50) percent of the Employees in the identified bargaining unit support decertification.

5. The Director of Labor Relations shall establish written guidelines for the process and procedures for conducting an election which shall include the use of a neutral third party to facilitate the election and certification of signatures and/or votes. After the first election, the creation or modification of written guidelines for elections may include input from Exclusive Representatives.

## **SECTION 6. RIGHTS OF EXCLUSIVE REPRESENTATIVE**

A. The Employer shall provide the Exclusive Representative a list of all employees in the bargaining unit represented by the Exclusive Representative, including work email address and scale.

B. The Employee Association that is an Exclusive Representative and the School Board may designate any individual or individuals as its representatives to engage in collective bargaining negotiations.

C. The collective bargaining agreement negotiated between the School Board and the Exclusive Representative shall also include a provision for the payroll deduction of fees and dues to the Exclusive Representative. Where an Employee is in a bargaining unit represented by an Exclusive Representative, the School Board shall honor a payroll deduction authorization only for dues and fees paid to the Exclusive Representative. The School Board shall honor the terms

of the Employee authorizations for payroll deduction to an Exclusive Representative made in any form including those that satisfy the Uniform Electronic Transactions Act (§ 59.1-479 et seq.), including without limitation electronic authorizations and voice authorizations. Unless the Exclusive Representative otherwise directs, the School Board Employees' requests to cancel or change authorizations for payroll deductions shall be directed to the Exclusive Representative and not the School Board. The Exclusive Representative shall be responsible for processing these requests in accordance with the terms of the authorizations. The Exclusive Representative shall provide a copy of all Employees' consent to payroll deductions, including level of membership, to the School Board. The Exclusive Representative shall indemnify the School Board for any disputed deductions made by an Employee for deductions in reliance on that authorization.

D. Access: The Employer shall provide an Exclusive Representative 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 conduct worksite meetings during meal periods and other breaks, as well as before and after the workday; and
2. The right to address newly hired Employees on paid time for a maximum of thirty (30) minutes within thirty (30) business days of hire, during new employee orientations, or if no new employee orientation is held, at individual or group meetings. The structure and manner of such access to new Employee orientations shall be determined through mutual agreement with the Director of Labor Relations.
3. Individuals who are serving in a leadership capacity for an Employee Association shall not be permitted to communicate with other bargaining unit members concerning collective bargaining, the administration of collective bargaining agreements, grievances, and other workplace issues, or internal Employee Association matters via the Employer's email systems or other communication systems commonly used at the workplace.

## **SECTION 7. 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, benefits, and terms and conditions of employment. The information provided shall not include any information regarding the non-negotiable matters/subjects included in Section 2.E. and is limited to information which is properly related to items to be negotiated as part of collective bargaining and, as previously defined, shall be narrowly construed.

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

1. The School Board and an Employee Association that is the Exclusive Representative shall meet at reasonable times, including meetings reasonably in advance of the School Board's budget-making process, to negotiate with respect to matters subject to collective bargaining, as set forth in Section 2.
2. Following the negotiation and adoption of the first collective bargaining agreement for a bargaining unit, all subsequent collective bargaining shall commence at least ninety (90) calendar days before the expiration of any current



collective bargaining agreement. A request for negotiations shall be filed in writing by an Exclusive Representative of the bargaining unit and provided to the Director of Labor Relations. 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.

3. The following topics will be negotiated during the collective bargaining period to establish collective bargaining agreements with the following terms lengths:
  - (a) For the fiscal year beginning July 2023 (FY2024), the Parties will bargain with regard to wages, benefits, and terms and conditions of employment as defined in Section 2, except with respect to those prohibited by law.
  - (b) The first contract negotiated under this agreement will be limited to a one (1) year term for the Administrative Personnel Bargaining Unit, a two (2) year terms for the Support Personnel Bargaining Unit, and a three (3) year terms for the Licensed Personnel Bargaining Unit. Thereafter, the Parties will negotiate three (3) year term contracts for all bargaining units and any matter relating to wages, benefits, and terms and conditions of employment as defined in Section 2, except with respect to those prohibited by law.
4. The Director of Labor Relations shall establish written guidelines for the process and procedures for collective bargaining and impasse consistent with the provisions set forth herein. These guidelines shall include the use of a neutral third party for Mediation.
5. The Parties shall first attempt to resolve any labor-management disputes informally by discussion between the Parties' designees. In the event that the Employer and the Exclusive Representative are unable to informally resolve a labor-management dispute and an impasse is reached, the written guidelines of the Director of Labor Relations shall be followed.
6. The costs related to contract negotiations and any impasse or mediation will be borne equally by the Employer and the Exclusive Representative.
7. The mediation process is advisory only, and the Mediator shall have no authority to bind either party.
8. The mediation process and any comments, statements, or suggestions from the Mediator or the Parties and documents evidencing the same made or created during the mediation process shall not be disclosed except as required by law or by agreement of the Parties.
9. If the Parties mutually agree to some matters being collectively bargained but not others, those matters mutually agreed upon shall be implemented, subject to School Board approval. After an impasse, in those matters for which there is no mutual agreement, the School Board shall retain exclusive authority, including, but not limited to, the discretion to continue to implement the prior collective bargaining agreement covering those matters.
10. 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.

11. The Employer and Exclusive Representative must reduce an agreement to writing when it is reached. An agreement is enforceable and effective upon the effective date set forth and approved by the School Board.

## **SECTION 8: COLLECTIVE BARGAINING AGREEMENTS**

- A. 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.
- B. If the School Board fails to receive, or to continue to receive, funds which, in its sole discretion, are sufficient to meet its obligations under an existing collective bargaining agreement, the parties will reopen negotiations over wages and other economic provisions in the agreement, leaving all non-economic provisions intact until a new agreement can be reached.
- C. Nothing in this Resolution or in any collective bargaining agreement shall restrict the School Board's authority to establish a budget or otherwise impact the appropriation of funds.
- D. Upon expiration of an agreement, the terms of the existing agreement shall remain in effect until superseded by a new agreement.
- E. In the event of a conflict between a collective bargaining agreement and any federal, state, or local law or regulation, the federal, state, or local law or regulation shall prevail.

## **SECTION 9. PROHIBITED CONDUCT AND RESOLUTION PROCEDURES:**

- A. The Employer shall not:
  1. Interfere with, restrain, or coerce Employees in the exercise of rights granted by this Resolution.
  2. Interfere in the administration of any Employee Association.
  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 to join or not join the Employee Association or 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 in accordance with Section C.1. below.

C. STRIKES; LOCKOUTS; PROHIBITED ACTIVITIES

1. In accordance with Va. Code § 40.1-55, any Employee of the School Board who, in concert with two or more other such employees, for the purpose of obstructing, impeding, or suspending any activity or operation of the School Board strikes or willfully refuses to perform the duties of their employment shall, by such action, be deemed to have terminated their employment and shall thereafter be ineligible for employment in any position or capacity during the next 12 months by the Commonwealth, or any county, city, town or other political subdivision of the Commonwealth, or by any department or agency of any of them.
2. Any Employee Association whose agents, employees, or members participate in an Employee Association organized, coordinated, supported, suggested, or advised participation in any manner in any strike, work stoppage, walkout, sick out, or any other method of interference in the operations of the school or school division, as determined by the School Board, may automatically terminate the certification of the Employee Association and may be grounds for the School Board to immediately terminate any collective bargaining agreement then in existence with that Employee Association.
3. The School Board shall not lock out Employees in the event of a dispute with an Employee Association.
4. No Employee Association shall interfere with, restrain, or coerce any employee with respect to rights granted in this Resolution or with respect to selecting an Exclusive Representative.

D. An Employee alleging prohibited conduct with respect to a provision in an adopted collective bargaining agreement may file a grievance with the Director of Labor Relations within fifteen (15) business days of the event or when the grievant knew or reasonably should have known of its occurrence. The grievance shall 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 in accordance with state code and regulations. Failure of an Employee to file a grievance within the time limits shall result in the grievance being excluded from further action and considered waived.

E. If the Exclusive Representative alleges a violation arising out of the interpretation of this Resolution or a term contained in the adopted collective bargaining agreement, but not including an individual employee(s) grievance, such matter will be handled by a neutral third party pursuant to the written guidelines established by the Director of Labor Relations; the neutral third party's recommendation will be submitted for final consideration by the School Board. Any allegation under this section must be raised within 90 days of the alleged violation.

- F. If the School Board alleges prohibited conduct with respect to this Resolution, a violation of this Resolution, or a violation of a provision in the adopted collective bargaining agreement, it shall file a notice with the Director of Labor Relations.

#### **SECTION 10: TIME LIMITS**

Any time limits in this Section may be extended by written agreement of the School Board, the Employee Association, and any other appropriate party.

Failure of the Director of Labor Relations to strictly comply with the time limits set forth in this Resolution or the written guidelines shall not constitute approval, waiver, or acquiescence on any matter.

#### **SECTION 11: DELIVERY OF NOTICES**

Any Notice required under the provisions of this Resolution shall be in writing, but service thereof shall be sufficient if mailed by restricted certified mail, return receipt requested, addressed to the last-known address of the parties or sent via electronic mail with read receipts. Refusal of restricted certified mail by any Party shall be considered valid, enforceable service. Prescribed time periods shall commence from the date of the receipt of the notice as demonstrated by the return receipt or read receipts in the case of electronic mail. Any Party may at any time execute and deliver an acceptance of serviced in lieu of a mailed notice.

#### **SECTION 12. 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.