

Davis School District Policy and Procedures

Subject: 2HR-202 Employer-Employee Relations

Index: Human Resources – Employee Legal Rights and Responsibilities

RevisedDRAFT: ~~April 27, 2016~~February 25, 2021

1. PURPOSE AND PHILOSOPHY

The ~~Davis School District Board of Education~~ Board of Education for Davis School District (Board) recognizes the value of employee associations to the educational process and the associations' interest in bettering the educational climate in the schools. This policy governs the relationship between education employee associations and the Davis School District (District).

2. DEFINITIONS

- 2.1. **“Employee association”** for purposes of this policy means an association that: a) negotiates employee salaries, benefits, contracts, or other conditions of employment; or b) performs union duties.
- 2.2. **“Association Leave”** for purposes of this policy means leave from a school district employee's regular school responsibilities granted for that employee to spend time for association duties.
- 2.3. **“Classified Employees”** for purposes of this policy means those employees of the District who are not required, as a condition of employment in their respective position, to maintain licensure by the Utah State Board of Education, excluding substitutes and temporary seasonal employees.
- 2.4. **“Licensed Employees”** for purposes of this policy means those employees of the District who, as a condition of employment in their respective position, are required to maintain licensure by the Utah State Board of Education, excluding employees who are paid according to an administrative salary schedule and substitute.
- 2.5. **“Paid Association Leave”** for purposes of this policy means leave from a school district employee's regular school responsibilities, without a deduction of leave or pay, that has been approved by the superintendent or his/her designee and which directly benefits the Davis School District.
- 2.6. **“Costs and expenses”** for purposes of this policy means salary, social security benefits, and retirement.
- 2.7. **“Supervise”** for purposes of this policy means to grant, direct, oversee and evaluate an individual's activities, as well as documenting and accounting for costs and expenses connected with paid association leave.

3. ASSOCIATION ACCESS

The District shall allow all associations access on the same terms and conditions to the following activities:

- 3.1. Distribution of information in or access to employees' physical or electronic mailboxes, including email accounts that are provided by the District; and
- 3.2. Membership solicitation activities at new teacher or employee orientation training or functions.

4. EXCLUSIVE BARGAINING AGENT

- 4.1. The Board or designee shall identify one association to act as the exclusive bargaining agent to represent the licensed employees of the District and one association to act as the exclusive bargaining agent to represent the classified employees of the District. The exclusive bargaining agents shall be the sole representatives of all licensed and classified employees for the purposes of negotiating wages, benefits, and working conditions (including uniform complaint resolution procedures) regardless of whether an individual employee is actually a member of the respective association.
 - 4.1.1. The association which has the greater number of registered and dues paying members who are classified employees of the District (excluding substitutes and temporary seasonal employees) shall be designated as the Classified Employees' Exclusive Bargaining Agent.
 - 4.1.2. The association which has the greater number of registered and dues paying members who are licensed employees of the District (excluding employees who are paid on the administrator's salary schedule) shall be designated as the Licensed Employees' Exclusive Bargaining Agent.
- 4.2. The determination of which association shall be recognized as the Exclusive Bargaining Agent for a particular class of employees shall be made as follows:
 - 4.2.1. Not less than 120 days prior to the expiration date of the negotiated agreement between the Board and a currently recognized association, an employee association may request a new determination as to the majority membership status of an exclusive bargaining agent.
 - 4.2.2. The association requesting the determination shall submit the request to the Board in writing along with proof of association membership in the applicable class of employees as identified in 4.1.1 or 4.1.2 above.
 - 4.2.3. Within ten (10) school days of receipt of the request, the Board or its designee shall request verification of membership from the currently designated exclusive bargaining agent.
 - 4.2.4. Within ten (10) school days of receipt of the request for verification, the payroll director or his/her designee shall provide written verification of association membership in the applicable class of employees as identified in 4.1.1 or 4.1.2 in a form acceptable to the Board or designee.
 - 4.2.5. Upon receipt of the verification information, the Board or designee shall review the information and make a designation as to which association has the greater number of members in the applicable class of employees and designate that association as the exclusive bargaining agent for the following contract year.
 - 4.2.6. A request to review the determination of exclusive bargaining agent by any association may be submitted no more than one time per contract year.
- 4.3. To maintain continuity an association recognized as the exclusive bargaining agent shall remain the exclusive bargaining agent for that class of employees for a term of two years or until another association is verified, in accordance with this policy, as having the greatest number of registered and dues paying members, whichever occurs later.
- 4.4. The District may not negotiate more favorable terms for those employees belonging to an association than for employees not belonging to an association.
- 4.5. The District may not negotiate complaint resolution procedures which require an employee to be represented in a complaint resolution procedure by a representative of an association to which they do not belong.

5. PAID ASSOCIATION LEAVE

- 5.1. An employee may be granted paid association leave by the District if duties performed by the employee on paid association leave directly benefit the Davis School District, including representing District employees:
 - 5.1.1. on a board or committee;
 - 5.1.2. at a District leadership meeting; or
 - 5.1.3. at a workshop or meeting conducted by the Board.
- 5.2. During the hours of paid association leave a District employee may not engage in political activity, including:
 - 5.2.1. advocating for or against a candidate for public office in a partisan or nonpartisan election;
 - 5.2.2. soliciting a contribution for a political action committee, a political issues committee, a registered political party, or a candidate, as defined in Utah Code Ann. §20A-11-101; or
 - 5.2.3. initiating, drafting, soliciting signatures for, or advocating for or against a ballot proposition, as defined in Utah Code Ann. §20A-1-102.
- 5.3. An employee requesting paid association leave must submit an application for such leave to the superintendent or his/her designee at least ten (10) working days prior to the date of the requested leave.
- 5.4. All paid association leave shall be approved and supervised by the superintendent or his/her designee. The employee's supervising administrator shall document such leave and account for costs and expenses connected with such leave.
- 5.5. Association leave must meet all the requirements above to be paid out of District funds. Employee associations will be required to reimburse the District for the costs including; benefits, for the time that an employee is on unpaid association leave or participating in a paid association leave activity that does not provide a direct benefit to the Davis School District.
- 5.6. In performing duties which do not qualify for association leave, a District employee is considered an agent of the association. Actions of the employee during this time shall be the sole responsibility of the association.
- 5.7. The superintendent or his/her designee may allow up to ten (10) days of paid association leave before requiring a reimbursement described in section 5.5 of this policy.
- 5.8. This policy does not prohibit an employee from taking personal leave or vacation in compliance with the District leave policy to participate in association leave which does not qualify as paid association leave.
- 5.9. Any willful violation of the association leave policy may result in disciplinary action up to and including termination in accordance with state law and District policy.

6. ASSOCIATION PRESIDENT LEAVE

The District and the association designated as the exclusive bargaining agent of the licensed employees of the District may enter into an annual agreement whereby that association's president may be considered an employee of the District and be granted unpaid leave. Such agreement shall comply with all provisions of this policy and any applicable laws.

7. PAYROLL DEDUCTIONS FOR THE BENEFIT OF EMPLOYEE ASSOCIATIONS

- 7.1. An employee or his/her association may direct, in writing, that the District deduct from the employee's wages a specified sum for education employee association dues, not to exceed 3% per month, to be paid to an association designated by the employee.
- 7.2. The District shall promptly commence or cease making deductions for education employee association dues from the wages of an employee for the benefit of an association when the employer receives written communication from the employee or his/her association directing the District to commence or cease making deductions.
- 7.3. An employee's request that the District cease making deductions may not be conditioned upon an employee association's receipt of advance notice of the request, or prior consent to cessation of the deductions.
- 7.4. The District, as a public employer, may not deduct from the wages of its employees any amount to be paid to:
 - 7.4.1. a candidate, a personal campaign committee, a political action committee, a political issues committee, or a registered political party as defined in Utah Code Ann. §20A-11-101;
 - 7.4.2. a political fund as defined in Utah Code Ann. §20A-11-1402; or
 - 7.4.3. any entity established by a labor organization or employee association to solicit, collect, or distribute monies primarily for political purposes.

DEFINITIONS

See Section 2 of this policy

REFERENCES

[Utah Code Ann. §20A-1-102](#) – Election Code – Definitions.

[Utah Code Ann. §20A-11-101](#) – Campaign and Financial Reporting Requirements – Definitions.

[Utah Code Ann. Title 20A, Chapter 11, Part 14](#) – Voluntary Contributions Act.

[Utah Code Ann. Title 34, Chapter 32](#) – Deductions for the Benefit of Labor Organizations.

[Utah Code Ann. §53G-11-205](#) – Education employee associations – Equal participation.

[Utah Code Ann. §53G-11-206](#) – Association Leave – District policy.

Legislative Intent Language Page 525 of 2007 Legislative Digest (Senate)

Legislative Intent Language Page 1976-1978 of 2007 Legislative Digest (House)

DOCUMENT HISTORY:

Adopted: July 20, 2003

Revised: July 10, 2007 – Updated to reflect new law enacted in the 2007 Legislative Session. Added details on how an association shall be recognized as the exclusive bargaining agent for a class of employees (i.e., classified employees, licensed employees). Added Section 7, Payroll Deductions for the Benefit of Education Employee Associations.

Revised: September 22, 2010 (by consent) – As part of a five-year review, including a reorganization of the Table of Contents, policy was renumbered from 2HR-115 to 2HR-202. No substantive changes required.

Revised: July 12, 2011 (by consent) – Policy amended to reflect changes as a result of legislative revisions to state law requiring reimbursement to District of costs of employees, including benefits, for the time employee is on unpaid association leave.

Revised: April 27, 2016 – Five year review. No changes.

March 8, 2018 - Education code references updated in accordance with 2018 recodification.

Revised: - Five-year review. No substantive changes required.