

MFT Filename: Art. 1 - Neutrality Agreement

*The following proposals made by the Minneapolis Federation of Teachers, based on input from educators, parents, students, and community members, are subject to modifications and additions throughout the bargaining process. It is mutually understood that all dates will be updated in the contract as part of any agreement.*

## **ARTICLE I. COLLECTIVE BARGAINING AGREEMENT, PUBLICATION, DURATION, BOARD RIGHTS**

### **Section F. Neutrality Agreement:**

MPS agrees that, in the event of a sale, transfer, or lease of MPS property to a private entity for the purposes of opening a charter or voucher school, the district will:

1. Only sell, lease, or rent the building at a fair market value.
2. Require the buyer or leasee to enter into a union card check neutrality election agreement with MFT59, that is in compliance with the appropriate law--National Labor Relations Act or the Public Employment Labor Relations Act and as described below:

This Agreement is between \_\_\_\_\_ (herein referred to as the Employer) and the Minneapolis Federation of Teachers Local 59 (hereinafter referred to as the Union). For the purposes of this Agreement, the Employer shall include any entity which the Employer controls, is controlled by the Employer or is under common control with the Employer.

### **1. NEUTRALITY**

A. The Employer agrees to be neutral regarding the unionization of any non-represented education employees ("Employees").

B. Neutral means that, except as explicitly provided herein, the Employer will not at any time involve itself in the matter of whether or not its Employees will be unionized.

### **2. ORGANIZING PROCEDURES**

A. Immediately following the Union providing the Company with a written notice indicating its desire to represent a proposed bargaining unit at a workplace owned, controlled or operated by the Employer (including a description of such bargaining unit), the parties will agree on the appropriate bargaining unit, using National Labor Relations Board principles or PELRA regulations, as appropriate.

B. Within five (5) days after the appropriate bargaining unit has been determined, the Employer will provide the Union a list of all Employees in the proposed bargaining unit, including:

1. Full name
2. Home address
3. Cell phone number
4. Home phone number
5. Job title
6. FTE
7. Work location, including room number

8. Personal email address

9. Work email address

The Employer will provide monthly updates of this information.

C. Upon written request by the Union, the Employer will grant the Union reasonable access to its facilities to distribute literature and meet with unrepresented Employees. Access will include but is not limited to; all employee break-rooms, bulletin boards and staff lounges and non-work areas. The Union may meet with members during non-student contact times in their classrooms and work areas (including breaks, lunch periods, and before and after classes) on a day-to-day basis. Representatives of the Union agree to notify the office of their presence upon arrival and to follow standard sign-in procedures.

D. For Private Charter/ Voucher Employers, upon written request by the Union, the Employer will recognize the Union without an NLRB election if the Union secures a simple majority of authorization cards of the Employees in the proposed bargaining unit (card check recognition). The card check will be conducted by a mutually agreeable neutral third party within five (5) days after the Union's request. The neutral third party shall maintain the confidentiality of the cards.

### **3. FIRST CONTRACT NEGOTIATIONS**

Public Charter Employers will be subject to the terms set forth under PELRA for contract negotiations.

Private Charter/ Voucher Employers will agree to the following:

A. The parties agree to a no-strike, no-lockout pledge for first contract negotiations.

B. The parties will negotiate for a total of 180 days from the date of Union recognition.

Any unresolved issues for a first collective bargaining agreement will be submitted to a mutually-agreeable arbitrator for resolution within 30 days after the 180-day negotiation period ends, using procedures developed by the parties. Each party will submit a "final offer package" of unresolved issues. The Arbitrator will, within 30 days, rule on a final contract.

### **4. DISPUTE RESOLUTION**

A. Any alleged violation or dispute involving any aspect of this Agreement will be brought before

a mutually agreed-to arbitrator within 15 days of submission of the dispute by the charging party.

B. The arbitrator shall rule on the dispute at the close of the hearing. The arbitrator's decision will be final and binding on the parties.