

(DRAFT) PERSONNEL**Teacher Union Activities**

The Board of Trustees acknowledges that the District has allowed a teacher's union to be formed which operates under the title of the Lakeland Education Association, commonly referred to as the LEA.

Definitions

Lakeland Education Association: The Lakeland Education Association ('LEA') is an organization that advocates for professionals working in education at the Lakeland Joint School District. ~~This group~~ The LEA provides legal support, collective bargaining representation, professional development, and advocates for educational policies and funding.

In-duty status: The work day for certified employees as governed by Policy 5210.

~~Flextime: Any time during employment that is either before or after a contracted work day.~~

Right to Representation

~~Bargaining unit~~ LEA members shall have the right to Union representation during:

- Investigatory interviews that the employee reasonably believes may lead to discipline;
- Disciplinary meetings;
- Grievance meetings arising from possible discipline;
- Employee appeal hearings or meetings related to disciplinary matters; and
- Termination or nonrenewal meetings.

Right to Conduct Union Activities

To the extent authorized by applicable State law, the LEA ~~Union~~ shall have the following rights to conduct LEA ~~Union~~ Activities:

- Act as the exclusive representative for the purpose of negotiating on behalf of the LEA members ~~bargaining unit~~. The district and the LEA ~~Union~~ shall negotiate annually in "Good Faith" salaries, benefits, working conditions, and representational activities and Union activities.
- Communicate with the LEA members ~~bargaining unit~~ for which the LEA ~~Union~~ is the exclusive representative, as limited by applicable law.
- Conduct membership recruitment, as limited by applicable law.
- Hold meetings on school property, as limited by applicable law.
- Meet with administrators and trustees to discuss important matters impacting our staff and students, as limited by applicable law.
- Send delegates to the Annual IEA Delegate Assembly, as limited by applicable

- law.
- Send members to other Union meetings as approved by the administration, as limited by applicable law.

Membership Communications

A ~~LEA Union~~-representative may communicate with employees during periods of time when the ~~LEA Union~~-representative is not considered "in-duty status."

Labor-Management Meetings

The Superintendent and ~~LEA Union~~-representative(s) shall continue to meet on a monthly basis, or as otherwise mutually agreed, to discuss matters related to working conditions and other issues of mutual concern.

Such meetings shall be scheduled at times when the ~~LEA Union~~-representative(s) are not considered "in duty status," unless otherwise mutually agreed by the parties. If the meeting occurs at the time the ~~LEA Union~~-representatives are considered "in-duty status," ~~then all time utilized during an in-duty status for LEA business or activities shall be made up by the LEA member outside of their regular workday at a later date. flextime shall be provided to permit the Union representatives to make up the time at a later date.~~

Upon ~~a~~ request ~~made~~ by a ~~LEA Union~~-representative, the Superintendent, a principal, or other administrator, the parties will meet within a reasonable time to discuss matters related to the working conditions of the district or other related matters ~~regarding the LEA member~~. These meetings will ~~likewise~~ be scheduled at times when the ~~LEA Union~~-representative(s) are not considered "in-duty status." If the meeting occurs at the time the ~~LEA Union~~ representatives are considered "in-duty status," ~~then all time utilized during an in-duty status for matters involving LEA members shall be made up by the LEA member outside of their regular workday at a later date. flextime will be provided to permit the Union Representatives to make up the time at a later date, and outside regular the regular workday.~~

Labor-management meetings will be consultative and problem-solving in nature and will not replace or limit the parties' rights and obligations under the collective bargaining process.

Association Leave

A maximum of twenty-two (22) days ~~from July through June~~ may be used ~~in total~~ by LEA members for association leave.

~~A request to the immediate supervisor, LEA president, and Superintendent must be made at least one week in advance of the leave. Such leave shall be paid to the district at the daily rate plus benefits; and shall be submitted by the LEA to the District prior to the next scheduled pay date for date approved LEA Member(s). Flextime, Volunteer time and personal leave donation time can all be credited towards the use of Union leave.~~

A request must be made first to the LEA President. If approved by the president, it must then be submitted to his\her immediate supervisor at least two weeks prior to the requested

dates. If approved, it will be forwarded to the Superintendent for his/her review. The Superintendent will then notify the requesting individual in writing of their decision. ~~Such~~ Leave shall be paid to the district at the daily rate plus benefits; and shall be submitted by the LEA to the District prior to the next scheduled pay date for ~~the~~ date approved ~~for the~~ LEA Member(s). ~~Flextime, Volunteer time and personal leave donation time can all be credited towards the use of Union leave.~~ An LEA member may use or donate a personal leave day for association leave.

Not more than three teachers per building may be gone on association leave, at any one time, and no more than three days may be used by any one member (up to 5 days for the president.) The Superintendent may waive individual employee limits, if circumstances warrant.

As required by Idaho law, the time an LEA Member is on association leave is considered an off-duty, personal activity and **shall not** be compensated by the District.

Flextime

~~Upon approval from the building administrator or Superintendent, staff may be provided flextime that will be considered duty free time that the staff member will be required to make up at a time arranged with the building administrator or superintendent, and is outside the staff members regular "in-duty" workday.~~

Legal References:

[IC 33-1277\(2\)\(c\)](#) - School District - Professional Employees
[ID HB 745](#) - Collective Bargaining

Policy History:

Adopted on: TBD

Revised on: