

**MSEA/(NAME OF UNIT \_\_\_\_\_ ) BARGAINING UNIT OPERATING POLICY**

**DATE APPROVED BY MEMBERSHIP:** \_\_\_\_\_

Date approved by MSEA Board: \_\_\_\_\_

**ARTICLE I  
NAME**

Section 1. The name of this MSEA bargaining unit shall be the MSEA/ (Bargaining Unit Name \_\_\_\_\_).

Section 2. This Operating Policy governs the following bargaining units of the Minnesota School Employees Association: (name MSEA bargaining units in the school district covered by this policy).

**ARTICLE II  
PURPOSE**

As MSEA bargaining units we strive:

- To unify all classified employees in order to improve wages, hours and all other conditions of employment;
- To enable members to speak with a common voice in matters of policy pertaining to their positions;
- To work for the welfare of school children, the advancement of education and the improvement of instructional opportunities for all.

**ARTICLE III  
MEMBERSHIP**

Section 1. Membership in the bargaining unit consists of positions in I.S.D. No. \_\_\_\_ that meet the requirements prescribed in the negotiated Agreements and the Minnesota Public Employment Labor Relations Act, as determined by mutual agreement of the District and the MSEA or Order of the Minnesota Bureau of Mediation Services.

Section 2. Employees whose positions are included in the bargaining unit are encouraged to become members of the MSEA. The privileges, services, and benefits of such membership shall continue from year to year.

Section 3. Employees whose positions are included in the bargaining unit but who fail to join the MSEA will be charged a fair share fee for bargaining unit services and representation. Fair share fee payers are entitled to fair representation in matters that arise from the unit's negotiated Agreements pursuant to PELRA. Fair share fee payers are prohibited from holding elected or appointed office and from participating in contract ratification votes or other governance votes and decisions.

## **ARTICLE IV QUORUM**

Section 1. A majority of a Committee's members shall constitute a quorum for Committee meetings.

Section 2. A quorum for general membership, special, or contract ratification meetings shall consist of the members present at any such meeting.

## **ARTICLE V OFFICERS**

Officers of this bargaining unit must be MSEA members. The officers of this bargaining unit shall be the Chief Steward, Vice Steward, Secretary, Treasurer, and Membership Steward. Co-Chief Stewards are permitted; further references to "Chief Steward" in this Operating Policy include Co-Chief Stewards. A member may hold more than one officer position simultaneously. However, no member may serve simultaneously as both Chief Steward and Treasurer.

## **ARTICLE VI EXECUTIVE COMMITTEE; AUDIT COMMITTEE**

Section 1. Executive Committee. The Executive Committee shall consist of the officers as defined in Article V.

Section 2. Audit Committee. The Audit Committee shall consist of the officers and an at-large member who is not an officer and who is appointed by the officers. Notwithstanding the preceding sentence, the Treasurer shall not serve on the Audit Committee and shall not participate in the process or decision for appointing the at-large member of the Audit Committee.

## **ARTICLE VII MEETINGS**

Section 1. Executive Committee: The Executive Committee shall meet whenever necessary. Meetings may be called by the Chief Steward or a majority of the members of the committee.

Section 2. (Optional) Building Rep. Committee: The BRC shall meet a minimum of one (1) time during each school year. The purpose of the BRC will be to facilitate communication to the members and to foster a spirit of active participation in each individual building.

Section 3. Negotiations Committee: The Negotiations Committee shall meet whenever necessary. Alternates shall be allowed and are encouraged to attend any meetings of the Negotiations Committee to remain informed on all issues before the Committee. Any Negotiations Committee member who is unable to attend meetings shall be responsible for contacting an alternate to serve in his/her absence. The purpose of the Negotiations Committee will be, in conjunction with the Field Representative, to survey the

membership as to negotiation concerns, to plan negotiation strategy, and to negotiate with the District on behalf of the membership.

Section 4. Audit Committee: The Audit Committee shall meet as necessary but at least once each membership year.

Section 5. General Membership: A minimum of three (3) meetings shall be held during each school year. General membership meetings shall be set by the Chief Steward. At least three (3) days notice shall be given before each meeting, and the agenda for the meeting shall be included with the meeting notice, and shall include notice of any officer elections. Notice of General Membership meetings will be mailed to all members from the state MSEA office unless otherwise determined by the Executive Committee.

Section 6. Special Meetings: Special meetings of the bargaining unit shall be held at the call of the Chief Steward, or upon a written petition of \_\_\_\_ members of the bargaining unit.

Section 7. Contract Ratification: A meeting of the members of the MSEA members in the bargaining unit(s) shall be called by the Chief Steward for the purpose of ratifying any contract negotiated under the provisions of PELRA. Whenever possible, a minimum of forty-eight (48) hours notice shall be given before the meeting time, along with a copy of the tentative agreement. Notice of contract ratification meetings will be mailed to all members from the state MSEA office unless otherwise determined by the Negotiations Committee. A majority vote of those votes cast shall be required to ratify or approve any such contract. Absentee ballots will be available only if permitted by the Executive Committee and using a method approved by the Executive Committee.

**OPTIONAL: Members shall have a period of at least three calendar days from the first meeting to review the proposed changes prior to conducting a vote at a second meeting or within school buildings.**

## ARTICLE VIII DUTIES AND POWERS OF THE OFFICERS

Section 1. The names of all officers and their addresses shall be filed by the Chief Steward with the MSEA office immediately upon their election.

Section 2. Chief Steward: The Chief Steward shall preside over meetings of the general membership and the Executive Committee. The Chief Steward shall represent the bargaining unit before the public either personally or through delegates and shall perform all other functions usually attributed to this position.

Section 3. Vice Steward: The Vice Steward shall perform the functions usually attributed to this position. In the absence of the Steward, he/she shall assume the duties of that position. The Vice Steward shall serve as chair of the Audit Committee.

Section 4. Secretary: The Secretary shall keep accurate minutes of all general membership and Executive Committee meetings; shall prepare such minutes for review and edit by the Chief Steward and

the Executive Committee; shall prepare minutes for reproduction and distribution, upon approval of the Executive Committee, to the membership; shall maintain official files that date back for a maximum of five (5) years; and, shall assist the Chief Steward with District unit correspondence.

Section 5. Treasurer: The Treasurer shall keep accurate records of the unit's local funds and expenditures; shall maintain the unit's bank accounts; shall distribute payment for all unit expenditures upon authorization of the Chief Steward; and make an itemized financial report at each Executive Committee meeting and general membership meeting.

Section 6. Membership Steward: The Membership Steward shall maintain the membership records of the bargaining unit; track new members of the bargaining unit and ensure they receive new membership kits and contract information; and inform and recruit new members of the bargaining unit and existing fair share fee payers on becoming MSEA members.

## **ARTICLE IX OFFICER ELECTION AND TERMS**

Section 1. Nominations: Nominations for various officer positions in the bargaining unit may be submitted to the Executive Committee or Chief Steward during March and April. Nominations may also be placed at the general membership meeting during which the officer elections are conducted, until a majority vote is cast to close nominations.

Section 2. Balloting: Members shall vote for officer positions by secret ballot according to the method determined by the Executive Committee. New officers shall be installed at a membership meeting conducted between April 1 and the end of the school year.

Section 3. Absentee Ballots: Absentee ballots will be made available to members not in attendance, according to the method determined by the Executive Committee.

Section 4. Terms: All officers shall serve a two-year term of office. Terms begin no later than July 1. Elections for at least one of the officer positions shall be scheduled in a year other than the year in which the Chief Steward is elected.

Section 5. Vacancies: An open officer position in mid-term shall be filled by appointment of the Executive Committee.

Section 6. The Negotiations Committee will be elected by the membership. The Chief Steward or designee will also serve as a member of the committee. The Negotiations Committee shall consist of no more than \_\_\_\_ members with the possibility of \_\_\_\_ alternates. All Negotiations Committee members shall serve until negotiations are completed. A committee position that opens during contract negotiations shall be filled by appointment of the Executive Committee.

## **ARTICLE X DELEGATES**

Delegates to the MSEA Assembly shall be elected annually by the unit's MSEA members and in accordance with the numbers prescribed by the MSEA. Any Delegate who is unable to attend the Assembly shall be replaced through an appointment of the Executive Committee.

## **ARTICLE XI PROCEDURES FOR CONTRACT RATIFICATION, OFFICER ELECTION AND REMOVAL OF A SITTING OFFICER**

Section 1. Notice: Notice of a contract ratification vote shall be per Article VII, Section 7. Notice of an officer election shall be per Article VII, Section 5.

Section 2. Eligibility: Only members of the MSEA who are part of this bargaining unit are allowed to vote on contract ratification and election of local officers. Fair share fee payers do not have voting rights. Ballots will be distributed to MSEA members upon verification of their membership status. Membership status shall be verified using a current membership list from the state office. In addition, membership packets, containing membership applications, shall be made available at the time of the contract ratification vote for any fair share fee payer who wishes to change their status to MSEA member. MSEA membership status is effective when the Chief Steward, other unit officer, or field representative receives the completed application.

Section 3. Ballots and Vote Reporting: Ratification of any MSEA contract and/or election of unit officers will be by written, secret ballot only. Completed ballots shall be tallied and verified by more than one member of the bargaining unit in a leadership position, recorded by the Chief Steward and reported to the MSEA field representative assigned to the bargaining unit. For contract ratification, there will be two final tally sheets and both shall be signed and dated by the unit's Chief Steward and the individual counting the ballots. One tally sheet shall be forwarded to the state office for filing and the second tally sheet shall remain with the local leadership for filing. For election of a local officer(s), there will be one final tally sheet that shall be signed and dated by the unit's Chief Steward and the individual counting the ballots and filed with the local secretary or other appropriate officer. Results of a contract ratification vote shall not be announced to the employer until the expiration of the challenge period as noted in this article, Section 4, Subd. 1.

Section 4. Voting Challenges: The Executive Committee will determine a process for investigating challenges to either a contract ratification vote or an officer election. If the Executive Committee consists of fewer than three officers, the Chief Steward shall appoint at least one member at-large to serve on the Executive Committee for the sole purpose of determining a process for investigating any challenges listed herein.

Subd. 1. Contract Ratification: If a member of the bargaining unit wishes to challenge any portion of the contract ratification procedure, that member shall present to the bargaining unit Chief Steward, in writing, the specific details of their challenge within 24 hours of the vote taking place. The Chief Steward shall call together the Executive Committee of the bargaining unit to

investigate the challenge. Upon a thorough investigation of the challenge, one of the following shall apply:

- a.) If the local Executive Committee should determine that there was any failure to properly execute or adhere to the contract ratification procedure, it shall have the power to call for another vote per the provisions as outlined herein. The Executive Committee shall notify the member who filed the challenge of its decision and further notify all MSEA members in the bargaining unit of the reasons for the decision to conduct another vote.
  
- b.) If the Executive Committee should determine that no failure to properly execute or adhere to the contract ratification procedure occurred, it shall notify the member who filed the challenge of its decision and the reasons for the decision. Should the member filing the challenge be unsatisfied with the finding of the Executive Committee, the member may appeal the decision using the MSEA Member Discipline Procedure as outlined in MSEA Bylaw 1.8.

Subd. 2. Removal of Elected Officers During Their Stated Term: Any member wishing to remove a properly elected officer of the local bargaining unit must put the name, officer title and reason for such removal in writing to the Executive Committee. A petition to call a special meeting shall accompany the written reason for seeking removal of the officer per Article VII, Section 6 of this bargaining unit operating policy. Once a special meeting has been called for the purpose of dealing with the officer removal request, the member seeking removal shall have a maximum of ten (10) minutes to present the evidence supporting removal. The officer being challenged shall have ten (10) minutes to answer the charges made against him/her.

All members present at the meeting shall be allowed to vote on the removal of the officer in question by a secret, written ballot. An affirmative vote of a two-thirds majority of those members present at the meeting shall be required to remove said officer. The results of the balloting shall be recorded with the signature of a unit officer, the individual tallying the ballots and the officer in question if willing. The vote of the members at this meeting regarding this matter shall be final and binding.

## **ARTICLE XII UNIT DUES**

### **EITHER**

The only funds authorized to be collected from MSEA members and/or fair share fee payers are dues and/or other funds authorized to be collected pursuant to PELRA, the MSEA Bylaws and/or by the approval of the MSEA Delegate Assembly.

### **OR**

### **UPON APPROVAL OF THE MEMBERSHIP**

Unit members shall pay unit dues and unit fair share fees as approved by its membership in accordance with the MSEA Unit Treasury Code of Standards. The amount of unit dues/fair share fees shall be determined per the attached schedule (Attachment B) as approved by the MSEA Delegate Assembly. Refer to Attachment A, MSEA's Unit Treasury Code of Standards for specific information on

how unit dues will be collected for members/fair share fee payers taking a leave of absence, terminating employment with the district or beginning employment with the district during the school year.

The unit must vote and pass the acceptance of the unit dues schedule by a simple majority of the MSEA members in attendance at a membership meeting that was properly called for the purpose of voting on unit dues. Notice of such a meeting must be provided ten (10) days in advance of the meeting at which this action will be taken. The meeting for approving unit dues shall be held prior to June 1st in order for unit dues to be collected beginning July 1st.

### **ARTICLE XIII AMENDMENTS**

Section 1. This document may be amended at any regular or special meeting by a two-thirds vote of all members present, provided that notice of the proposed amendment has been posted in each building at least two weeks prior to the date when action is to be taken. Prior to presenting the amendment to the membership for adoption, all amendments must be reviewed by the MSEA Executive Director for consistency with the MSEA's governing documents, and are subject to final approval by the MSEA Board, per Section 2.2 of the MSEA Bylaws.

### **ARTICLE XIV AUTHORITY**

Robert's Rules of Order Newly Revised shall be the parliamentary authority for the bargaining unit on all questions not covered by the Bargaining Unit Operating Policy and such standing rules as the general membership may adopt.

**Adopted January 23, 2010**

1. The unit must vote and pass the acceptance of the unit dues schedule by a simple majority of the members in attendance at a membership meeting that was properly called for the purpose of voting on unit dues. The meeting for approving unit dues shall be held prior to June 1st in order for unit dues to be collected for the upcoming school year. The amount of unit dues shall be determined according to the attached schedule as approved by the Delegate Assembly.
2. Unit dues will be collected through payroll deduction only. Members of MSEA shall pay the member unit dues amount per the unit dues schedule as approved by the membership and the fair share fee payers shall pay 85% of the member unit due per PELRA. The only exception to this shall be based on bargaining unit employees who either terminate employment, go on an approved leave of absence, suffer a layoff or begin employment after the first month of the school year. In the case of termination, leave of absence, layoff or late hire, the unit dues amount collected will be based on \$1.00 per month for members or \$.85 per month for fair share fee payers.
3. Upon acceptance by the membership of unit dues, an account shall be established at the United Educators Credit Union. MSEA may advance the required \$50 deposit with repayment withheld once unit dues begin.
4. The unit account at the United Educator's Credit Union shall have MSEA's federal ID number on the accounts and the account title shall include MSEA's name. All accounts must have at least two signers on the signature card in addition to the signature of the MSEA Executive Director. The unit may request a UECU issued debit card for the use of paying unit expenses only. The card must have the name of the unit and the name of the individual officer. The card will not be transferable and must be surrendered when the officer no longer holds that position.
5. MSEA will process unit dues and send all unit dues checks directly to unit's account at the Credit Union the month following any month in which MSEA receives unit dues from any unit member. Unit dues are assessed immediately upon notification to MSEA of the member's status at the beginning of the school year or at the time of initial hire.
6. Bank Statements will be sent directly to the MSEA office and forwarded to the chief steward.
7. Any stipends for union work (negotiation team members, grievance stewards, chief steward(s), officers, etc.) must be run through MSEA's payroll. Units shall report the gross amount of stipends for each individual receiving a stipend not to exceed twice per school year. MSEA will bill the unit the gross amount plus any applicable employer-paid payroll taxes (FICA at 7.65% of gross amount paid). If stipend reimbursement is not paid to MSEA, unit dues may be withheld until payment is satisfied. MSEA may also request pre-payment for stipends prior to processing payroll checks.
8. As of every November 1<sup>st</sup>, units must report to the state office the amount of unit dues received and spent. By November 1<sup>st</sup> of each year a budget describing the expenditure of unit dues funds will be submitted to the MSEA Executive Director. Such budget will be in conformance with MSEA procedures and in accordance with any applicable state statute. If the required reports are not received by December 1<sup>st</sup>, MSEA may withhold payment of unit dues to the UECU account until reports are received at the state office.
9. A Chief Steward(s) or Treasurer shall, upon request of any member or fair share fee payer of the unit, prepare and present a current financial report detailing receipts and expenditures.
10. Any unit consistently in violation of these requirements may lose the right to self-management and the unit dues account will be managed by the state office.

**ATTACHMENT B****MSEA DUES/FAIR SHARE FEE SCHEDULE**

Including Annual Unit Dues of \$12.00 member and \$10.20 Fair Share Fee Payer

| <b>ANNUAL<br/>SALARY RANGE</b> | <b>ANNUAL<br/>MEMBER DUES</b> | <b>ANNUAL<br/>FAIR SHARE FEE</b> |
|--------------------------------|-------------------------------|----------------------------------|
| \$2,000 - \$2,999              | \$97.00                       | \$82.45                          |
| \$3,000 - \$3,999              | \$107.00                      | \$90.95                          |
| \$4,000 - \$4,999              | \$142.00                      | \$120.70                         |
| \$5,000 - \$5,999              | \$152.00                      | \$129.20                         |
| \$6,000 - \$6,999              | \$177.00                      | \$150.45                         |
| \$7,000 - \$7,999              | \$187.00                      | \$158.95                         |
| \$8,000 - \$8,999              | \$202.00                      | \$171.70                         |
| \$9,000 - \$9,999              | \$212.00                      | \$180.20                         |
| \$10,000 - \$10,999            | \$222.00                      | \$188.70                         |
| \$11,000 - \$11,999            | \$232.00                      | \$197.20                         |
| \$12,000 - \$12,999            | \$242.00                      | \$205.70                         |
| \$13,000 - \$13,999            | \$252.00                      | \$214.20                         |
| \$14,000 - \$14,999            | \$262.00                      | \$222.70                         |
| \$15,000 - \$15,999            | \$272.00                      | \$231.20                         |
| \$16,000 - \$16,999            | \$282.00                      | \$239.70                         |
| \$17,000 - \$22,999            | \$292.00                      | \$248.20                         |
| \$23,000 and above             | 1.15% of salary + \$42        | 85% of dues                      |

(not to exceed \$462)