

## Tentative Agreement 1.24.11

Brenna Isaacs

Kari Allen

### Article 2 Recognition

1. The Board recognizes the Association as the exclusive representative of all teachers, including full-time and regular part-time ~~vocational~~ CAREER AND TECHNICAL teachers hired on contract, employed now or during the life of this Agreement (excluding administrators, substitute teachers, adult education teachers, summer school teachers, limited part-time teachers, and hourly postsecondary and/or adult ~~vocational~~ CAREER AND TECHNICAL teachers), in matters involving collective negotiations with respect to wages, hours and other conditions of employment affecting any personnel in the unit.
2. The exclusive recognition of the Association granted herein shall continue throughout the term of this Agreement; provided, however, that any employee or employee group may at any time during the months of January, February or March of the last year of this Agreement submit a petition to the Board signed by 30 percent of the employees requesting that an election be held to determine the organization, if any, that represents a majority of the employees. In such an event, a completely impartial and fair election shall be held to determine if a majority of the employees wish to be represented by the Association, another organization or no organization. The group seeking the election shall pay 50 percent of the cost of the election and the Board of Education shall pay 50 percent of the cost of the election. Such election shall be conducted within 30 days by the American Arbitration Association, unless otherwise mutually agreed by the Board and the Association. A majority of employees voting in said election shall constitute a majority for the purpose of determining recognition. If recognition is lost pursuant to the procedures described above before the expiration of the term of this Agreement, this Agreement shall expire as of the date recognition is lost.
3. The parties agree that neither shall discriminate against any employee because of membership or non-membership or participation or nonparticipation in the activities of the Association or any other employee organization. Further, the Association, its officers and members agree not to harass, intimidate or coerce any employee concerning membership or non-membership in the Association. The granting of any specific privileges to the Association as the representative of all employees is recognized not to be discriminatory.