

**RESOLUTION TO ESTABLISH A UNION RECOGNITION  
PROCESS IN BOULDER COUNTY**

WHEREAS, The County has a long history of providing excellent service and continues to set standards that make Boulder County known throughout the State for excellence;

WHEREAS, Boulder County employees are the most valuable resource that the County has to ensure delivery of quality services for our residents; and in recognition of the important contribution of employees, the County is committed to providing competitive wages and benefits and a first-rate workplace to County employees;

WHEREAS, The ability of workers to voice their issues in their workplace is as important as for Americans to have a voice in our Nation; and the County recognizes the importance of employee input and employee-management communication, cooperation and accountability;

WHEREAS, The promotion of a trusting, respectful and good-faith relationship between the County and its employees will advance the common goals of achieving a first-rate workplace, with continuous quality improvement of working conditions and benefits for the County's employees, and of top-notch, cost-effective customer service for County residents;

THEREFORE, the Board of Commissioners of Boulder County resolves as follows:

**1. Definitions**

- a) "Covered Employee" means any individual employed by the County except managerial or supervisory employees.
- b) "Managerial Employee" means an employee who (i) is engaged predominantly in executive or management functions and (ii) is charged with the responsibility of directing the effectuation of management policies and practices
- c) "Supervisory Employee" means an employee having authority to hire, reward, transfer, suspend, layoff, recall, promote, discipline or discharge other employees, or to adjust their grievances, or to effectively recommend such action if the exercise of such authority is not of a routine or clerical nature but requires the use of independent judgment; provided the term "supervisor" shall include only those individuals who perform a preponderance of the above specified acts of authority on a day to day basis and will not include "lead" persons who direct employee work but lack the authority listed above.

## **2. Bargaining Units**

The County will recognize exclusive representatives for all Covered Employees in an appropriate bargaining unit. If the parties cannot agree on the employees included in an appropriate unit than such disputes shall be heard and decided by the Election Director, see 3, below, applying a “community of interest” standard similar to the standard applied by the National Labor Relations Board.

## **3. Recognition of Employee Representative**

An employee association shall be recognized as the exclusive representative for a bargaining unit upon a verified showing that it represents a majority of the employees in that bargaining unit.

### a) Election Director

Within 30 days of the effective date of this Resolution, The County Board of Commissioners shall select a neutral, third party to serve as Election Director. The Election Director shall oversee and conduct all elections or card check verification and resolve all disputes related to either process. The qualifications of the selected Election Director shall include substantial experience as a labor arbitrator and/or as an agent of the National Labor Relations Board or Federal Labor Relations Authority.

### b) Showing of Majority Status

A verified showing of majority status can be established by either of the following methods.

#### (i) Election

- A) An employee association seeking to represent a bargaining unit shall be entitled to be recognized as the exclusive representative of employees in that employee group upon receiving a majority of valid votes in a representation election.
- B) A request for election may be filed by an employee association with the County Election Director upon a showing that a minimum of 30% of employees in a bargaining unit have designated the employee association to represent them. This showing may be made by petition or by signed authorization cards.
- C) Within two business days of receiving the showing, the Election Director shall verify that 30% of the employee group is represented in the showing of interest. Upon verification of the signatures, in consultation with the petitioning employee association, the Election Director, in consultation with the employee association, shall set an election to take place within thirty (30) days at designated time(s) and location(s). The Election Director shall post a notice showing the date and time of the election in all areas where affected employees are present.

- D) Upon verification of the showing of interest, the County shall, within three (3) days, provide to the petitioning employee association, a list of all County employees currently employed in the petitioned for employee group. The list will include the employees' department, home address, home phone number and email address where available.
- E) Any other employee association that desires to have its name placed on the election ballot must file such a request within ten (10) days of the first election request and must accompany such a request with a verified showing of interest that at least 30% of employees in the employee group have authorized the employee association to request such an election.
- F) The election shall be a secret ballot election held at an appropriate time and place such that employees have an opportunity to vote. Each employee eligible to vote shall be provided the opportunity to choose the employee association he/she wishes to represent him/her from among those on the ballot, or to choose "none." An association shall not be listed on the ballot unless the Election Director has found a showing of interest as required above. The County shall release employees on paid time to give them the opportunity to vote. Each employee association on the ballot shall have the opportunity to have an observer stationed at each polling place for the duration of the election and during the vote count.
- G) To be certified as an authorized and exclusive representative, an employee association must receive a majority of the valid votes cast. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a runoff election shall be conducted between the two choices receiving the largest number of votes.
- H) Where an employee association receives a majority of the valid votes in an bargaining unit election, the Election Director shall certify the association as the exclusive representative for all employees in that employee group.
- I) Election disputes shall be resolved by the Election Director.

(ii) Majority Showing by Petition (Card Check)

- A) An employee association seeking to represent a bargaining unit shall be entitled to be recognized as the exclusive representative of employees in that employee group based on a verified showing that a majority of employee group members have designated the employee association to represent them for this purpose. This showing may be made by petition or by signed authorization cards and will be verified by the Election Director.
- B) If the verified showing confirms that the employee association has been designated by a majority of employees in the bargaining unit, the Election

Director shall certify the employee association as the exclusive representative of the bargaining unit under this Resolution.

#### **4. Exclusive Representative**

An employee association certified as exclusive representative shall be entitled to undisturbed recognition as the designated elected representative for a minimum of three years following the date of designation. Thereafter, recognition as the designated elected representative shall continue but may be challenged through the filing of either a decertification petition or an election petition by another employee association. The window for filing such a petition where an employee association is authorized to represent an employee group shall be during the 90 to 60 day period before the expiration of the collective bargaining agreement. During the period when there is no collective bargaining agreement and after the three year period described above, such petition may be filed during the 30 day period between June 1 and June 30 of each year

This petition challenging the current representative must be supported by signatures from at least 30% of the employees indicating a desire for an election to decertify the union or select another union. If such an election is conducted, then the recognized employee association shall be a choice on the ballot unless that employee association submits to the County, in writing, that it no longer wishes to represent the unit. In any election where there are more than two choices on the ballot, then 3(g), above shall apply

#### **5. County Neutrality**

The County agrees that the decision as to whether to be represented by an employee association is one for employees to make and accordingly, the County and its managerial and supervisory staff will remain neutral at all times and will neither encourage nor discourage membership in any employee association or take a position for or encourage or discourage exclusive representation of employees. County employees shall not be discriminated against for discussing or expressing their views regarding employee representation, employee association or workplace issues.

#### **6. Employee Rights**

Employees have the right to join, participate on behalf of or engage in activities on behalf of an employee association. Employees shall be free from any interference, restraint, or coercion by any employee, supervisor, or manager for or against employee associations. Violations may result in disciplinary action.

- a) Employees may communicate with one another and with employee association representatives and receive and distribute literature regarding employee associations during non-work periods and while in non-work areas.
- b) Employee associations shall have the right to payroll deductions for employee association dues.

## **7. Union Access**

Employee associations shall have the right of access at reasonable times to non-work areas within County facilities. Employee associations will have the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of their rights and the conduct of activities governed by this Resolution.

## **8. Collective Bargaining**

### **Purpose**

The purpose of the collective bargaining process is to reach a written agreement which regulates the terms and conditions of employment, establishes an effective labor management process for improving quality of services and creates a mechanism for labor and management to communicate and work together in the most effective way.

### **Scope**

The collective bargaining process covers all terms and conditions of employment and requires the parties to meet and bargain in good faith to negotiate a collective bargaining agreement or to negotiate over a new term or condition of employment that arises during term of a collective bargaining agreement.

### **Process Applicable to Any Bargaining**

- a) The County agrees to meet at reasonable times and confer in good faith with sincere resolve to reach agreement which will be memorialized in writing.
- b) The County shall commence meeting and conferring with an employee association within a reasonable period time at mutually convenient times after a request to bargain from the employee association's that has been recognized pursuant to the procedures described above.
- c) The Board of Commissioners shall select a panel of seven neutral arbitrators. All arbitrators must either (1) be members of the National Academy of Arbitrators who has experience in labor arbitrations; (2) be on the American Arbitration Association panel of labor arbitrators; or (3) have served as a neutral hearing officer in labor management disputes for at least three years and have conducted at least five hearings per year in two of the last three years.
- d) In the event that the parties cannot reach agreement on terms within ninety (90) days after beginning the bargaining process, either party may request that the matter be sent to an arbitrator, mutually selected from the panel described in c, above for final determination. If the parties cannot agree on an arbitrator, than the parties will determine the final arbitrator through alternate strikes. A coin toss will decide which

party strikes first. The winner of the coin toss will strike one arbitrator, then the other party will strike one arbitrator, and such strikes will continue in an alternating fashion until there is one arbitrator remaining. That arbitrator will be selected.

- e) In resolving the dispute, the arbitrator shall consider: (1) the interests and welfare of the public and the financial ability of the County to bear the costs involved; (2) the lawful authority of the County; (3) stipulations of the parties; (4) comparison of the compensation, benefits, hours and other terms and conditions of employment of the bargaining unit members with other employees performing similar services in public employment in comparable communities; (5) the cost of living; (6) any claims of failure of a party to bargain in good faith; and (7) other similar standards recognized in the resolution of interest disputes.
- f) Within ten days of receiving the matter, the arbitrator shall issue a decision that will be final and binding on both parties. An appeal to an appropriate court may be taken by either party, but will be limited to consideration of the following issues: (1) whether the award was procured by corruption, fraud, or other undue means; (2) whether the decision on any issue is arbitrary and capricious, i.e., there is no competent evidence in the record to support the decision; or (3) whether the decision on any issue was reached without considering the factors listed in subsection (e), above.
- g) Should the parties mutually agree, they may request the services of a mediator prior to requesting arbitration.

## **9. Conflicts**

In the event there is a conflict between the County's personnel policies or other rules and regulations and a collective bargaining agreement negotiated under this resolution, the collective bargaining agreement will supercede the personnel policies and rules and regulations.

## **10. Interest-Based Labor-Management Process**

### **A. Purpose**

Through an interest-based labor-management process, County management and the recognized employee association will partner to address departmental and County-wide issues in an organized and structured manner that facilitates employees and management jointly reaching solutions that improve the provision of high quality services or productivity.

**B. Scope**

The interest-based labor-management process may cover any work operations or provision of services, including implementation of major new programs or substantial modifications of existing programs that will have an impact on service delivery or employee duties, as mutually agreed to by the parties.

**C. Process**

1. Upon recognition of an employee association, the County and the employee association shall promptly establish an interest-based labor-management process.
2. The interest-based labor-management process will begin with a planning meeting to set goals and create plans to address key work issues. The initial session may be led by an experienced facilitator, selected by mutual agreement.
3. Ad-hoc or standing committees may be formed to pursue such plans; each committee shall be co-chaired by one management representative and one employee representative with additional members from each group. The employee association is responsible for organizing employee input and for recruiting, selecting and training employee representatives. The functioning of the committees, including numbers of members, meeting schedule, and decision making process, shall be determined by mutual agreement of the County and employee association.
4. A coordinating committee of top employee and management representatives shall review progress on plans on a regular basis and submit an annual report to the Board of Commissioners.
5. Notwithstanding the provisions of this section, the process may be changed by mutual agreement of the County and the participating employee association.

**11. Dispute Resolution**

*[There are several options for a process to resolve disputes that arise under this resolution, such as mediation and factfinding, hearings before a neutral community leader and/or binding arbitration]*

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## LABOR MANAGEMENT CODE OF CONDUCT

The County of Boulder wishes to allow communications between unions and its employees on the subject of unionization. SEIU Local 105 (the "Union") wishes to communicate with County employees without interfering in the County's provision of public services. In order to allow communication while keeping such communications nondisruptive, the County and the Union agree to the following Code of Conduct:

1. Boulder County agrees that the questions of whether employees should be represented by a union is one which employees should answer for themselves without any management interference. Boulder County will be neutral on the questions of unionization and will not oppose efforts by employees to organize or select the Union as their collective bargaining representative. The County's management, supervisors or agents will not make any statements, written or verbal, and or participate in any activity that will state opposition to the Union organizing campaign.
2. The Union will not make any statements, written or verbal, that are derogatory or demeaning to County representatives. The Union's communications regarding unionization will be factually accurate, non-coercive and non-intimidating, whether those communications are distributed on or around the County's premises or at other meeting venues. For purposes of this paragraph, the Covered Employees voting under the County resolution shall not be considered "agents" of either party absent proof of agency in connection to the specific conduct at issue.
3. The County shall not conduct an anti-union campaign and shall not utilize anti-union management consultants. Likewise, the County shall not provide assistance to any individual or group who may wish to pursue an anti-union campaign.
4. The County will not inform or imply to employees that they will lose benefits, wages or be subject to less favorable working conditions by unionizing.
5. The County's supervisors and managers shall not initiate one-on-one or informal group conversations or communication with employees regarding unionization. Neither the Union nor the County will threaten, intimidate, discriminate against, retaliate against, or take any adverse action against any employee based on his or her decision to support or oppose union representation.
6. To ensure that employees understand their rights, the County will distribute to the employees the following statement of employee rights on its letterhead:

"All employees have the right to participate or not to participate in union activities. Employees have the right to wear buttons or stickers that indicate support or non-support of the Union. Employees also have the right to distribute literature concerning support or non-support for union organization in non-work areas such as break rooms, parking lots, outdoor walkways and other similar areas. Employees are free to use times such as

breaks and lunches to conduct non-county business related activities, including union organizing. Employees may discuss the Union on work time under the same terms applicable to any other employee conversation. Such conversations may not be disruptive to County services and operations and must not hinder employee productivity.

- 7. The County shall grant representatives of the Union reasonable access to County facilities. This will include access to non-work areas such as break rooms, parking lots, outdoor walkways and other similar areas. Union representatives shall also be given access to all entrances (doors into and out of a County facility) and the grounds outside County facilities for the purpose of distributing literature to employees so long as the distribution does not interfere with access to the entrance. Union representatives who are granted such access shall not disrupt work operations and shall conform to worksite safety regulations. Union representatives will conduct themselves in a professional manner and the Union representatives shall respect the request of any employee who does not wish to engage in a discussion or accept literature.
- 8. At least one business day prior to posting or distributing a written communication regarding the formation of a Union to one hundred (100) or more County employees, the communicating party (either Union or county management) will submit any such communications to a designee named by the other party to give them an opportunity to comment.
- 9. The Union may reserve conference rooms in County facilities, subject to reasonable availability criteria and established procedures, for the purpose of meeting with employees. If a conference room is not available during the desired time period, the parties shall designate a suitable meeting room as an alternative. To the extent feasible, this room shall not be located near supervisory or management offices.
- 10. *[Disputes regarding or arising from this Agreement will be subject to binding arbitration. The arbitrator will be selected by the method set out in section 8(d) of the Collective Bargaining Resolution.]*

or

*[The Parties agree to abide by these terms in good faith and work together to resolve any disputes that arise under this Agreement. The Parties may use an arbitrator or mediator to help them resolve disputes.]*

For Boulder County \_\_\_\_\_  
Date

For SEIU Local 105 \_\_\_\_\_  
Date