

Collective Bargaining Resolution

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Statement of Policy

We believe that a culture of collaboration and participation in making decisions about the working environment of instructional, operational, administrative and supervisory staff working with leadership and the School Board will best serve the interest of creating a high-quality education in a supportive and nurturing environment for students and their families. In recognition that the Virginia General Assembly took action in 2020 to allow school boards, effective May 1, 2021, to enter into collective bargaining relationships with representatives of staff, we adopt this Resolution to allow for the creation of structures and processes by interested employees and their representatives working with designated division representatives, to promote collaboration and participation consistent with Virginia law.

Section 1 – Definitions

1. Arbitrator – a third party selected to hear a dispute who is considered neutral by both parties, or selected through a neutral agency such as the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). An arbitrator will be authorized to issue advisory decisions.
2. Bargaining Unit – a group of employees sharing sufficient interests to be considered as one unit for purposes of bargaining collectively with the school division.
3. Confidential Employee – any employee who, as part of their job duties, assists and/or acts in a confidential capacity on labor relations matters in formulating, determining, and effectuating management policies in the field of labor relations or school division personnel management. This includes department or office heads, any level of superintendent, Division, Deputy or Assistant Division Counsel.
4. Business Day – means a day that the FCPS School Board office is open. For items that note timelines, the counting will begin the day after information is delivered or is sent through email to the corresponding party. The deadline will be by close of business on the last day.
5. Day – means a calendar day. For items that note timelines, the counting will begin the day after information is delivered or is sent through email to the corresponding party. The deadline will be by close of business on the last day.
6. Employee – means an employee of the Fairfax County School Board.
7. Employee Association – means any union or organization of public employees that exists for the purpose, in whole or in part, of communicating with public employers concerning common issues of employment.
8. Employer – means the School Board of Fairfax County Virginia, which operates Fairfax County Public Schools (“FCPS”).
9. Exclusive Representative – means the Employee Association recognized by the School Board (in accordance with the certification and recognition process provided in this Resolution) as the only organization to represent, bargain collectively and negotiate agreements for all employees in a Bargaining Unit, whether or not the employees are members of the Employee Association .
10. Fact-Finder – a neutral third party selected to hear a dispute. A Fact-Finder is authorized to issue findings of facts relevant to the dispute together with recommendations for resolution of the issue.
11. Impasse – failure to reach agreement on one or more mandatory subjects in dispute under circumstances where the likelihood of reaching agreement is remote.
12. Mediator – A neutral third party engaged to confidentially assist the parties in reaching agreement.

13. Panel – A group of individuals comprised of a neutral chair and one or more members selected by each side who are charged with hearing testimony and considering evidence regarding the issues at Impasse and issuing an advisory decision to the parties. The neutral chair is either selected by the parties or determined through a process of alternately striking names from a list of neutral labor relations experts maintained by the Federal Mediation and Conciliation Service or the American Arbitration Association.
14. Substitute Employee – means a non-contracted, hourly employee of FCPS engaged on an as-needed basis to fill in for another FCPS employee due to the absence or unavailability of such employee from their normal work assignment.
15. Temporary Employee – means a non-contracted, hourly employee engaged to provide services deemed needed by the school division on a less than permanent basis.

Section 2 – Employee Rights

- A. Employees shall have the right:
1. To engage in informal conversations and interactions about workplace and organizational issues while on duty, provided such conversations do not interfere with the employee's job duties. Organizations will not hold formal meetings during employee work time except as provided for in this Resolution or in a collective bargaining agreement.
 2. To use FCPS electronic communication systems to discuss Employee Association business or activities, or employee organizing activity as outlined in the FCPS Acceptable Use Regulation 6410.
 3. To be free from intimidation or coercion for exercising their rights under this Resolution.
 4. To engage in, or refrain from collective bargaining and related activities through an exclusive bargaining representative of their own choosing, to organize, form, join, assist, participate in, and pay dues or contributions to Employee Associations and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection, insofar as not inconsistent with this Resolution.
- B. A collective bargaining agreement provision that violates the rights of employees set forth in this section will be void. A collective bargaining agreement that establishes a time period for the exercise of an employee right set forth in this section will not violate this section.

Section 3 – FCPS Management Rights

This Resolution shall not be deemed in any way to limit or diminish the authority of the School Board to carry out the duties and responsibilities to control, supervise and manage the Fairfax County Public Schools. The School Board retains full rights, authority, as authorized and permitted by law unless it elects to bargain regarding these matters.

These exclusive rights include, but are not limited to:

1. Exercise its authority pursuant to Article 8, Section 7 of the Constitution of Virginia, through any actions reasonable and necessary to carry out that authority.
2. To determine the type and scope of work to be performed by School Board employees and the manner in which services are to be provided.
3. To direct the work of employees.
4. To the extent authorized by law, relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget limitations, changed working conditions/requirements or for other reasons in the School Board's reasonable business judgement and not prohibited by law, except that the implementation procedures to be followed, notice, and alternatives to layoff shall be negotiable.
5. To establish, maintain, modify, and eliminate the qualifications of employees for hiring, appointments and promotions, including but not limited to the right to require background checks, mandatory drug tests, physical ability and/or agility tests, and fitness for duty evaluations.
6. Establish and adopt its budget and appropriate funds. All financial commitments on behalf of the School Board in any collective bargaining agreement will at all times be subject to, and conditioned upon, appropriation of funding by the Board of Supervisors. If a collective bargaining agreement is approved that extends beyond the current fiscal year, each year's financial commitments will be subject to, and contingent upon, appropriations by the Board of Supervisors for that fiscal year.
7. FCPS retains the right to take whatever actions may be necessary to carry out its mission during emergencies. If a collective bargaining agreement includes procedures for how FCPS and its employees will respond to a specific type of emergency situation, then the terms of such agreement will govern the response to that specific emergency. Otherwise, FCPS will meet with the exclusive bargaining representative(s) at the earliest practical time following actions taken in response to an emergency to discuss the effects of such emergency actions on bargaining unit employees as they pertain to matters within the scope of bargaining under this Section and to bargain in good faith over any supplemental collective bargaining agreements that are proposed to address the effects of such emergency actions.

Section 4 – Rights of Exclusive Representative

An Exclusive Representative shall have the right to:

1. To serve as the exclusive voice for all Bargaining Unit members without discrimination and without regard to Employee Association membership.
2. To meet with employees off duty (before or after the school day) or on break, which may be in FCPS schools or facilities as negotiated.
3. To be provided lists of unit members and new hires. Such lists shall include employee information determined through negotiation and be subject to agreed-upon commitments regarding use and security of personally identifiable information.
4. To access FCPS communication systems, to communicate with employees regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Employee Association matters involving the governance or business of the Exclusive Representative.
5. To determine dues deduction from Bargaining Unit members through the FCPS payroll system.
6. To be involved in any complaint resolution with a unit member regarding bargaining matters pertaining to a unit member(s). No grievance or complaint resolution may be inconsistent with the collective bargaining agreement.
7. To intervene and be afforded an effective opportunity to be present, offer its view, and fully participate in any meetings or hearings in any grievance, dispute, hearing or legal action related to the terms, applicability, validity, interpretation or enforceability of any collective bargaining agreement.

Section 5 – Recognition of Exclusive Representative

- A. The process of becoming an Exclusive Representative is initiated by petition filed with the Office of Employee Labor Relations requesting recognition as Exclusive Representative of a permitted unit. To be eligible to be an Exclusive Representative, the entity must be an Employee Association.

- B. A bargaining agent will be the Exclusive Representative of all employees in an appropriate Bargaining Unit (as defined in Section 6) if the Employee Association is selected by a majority of the employees voting in a secret ballot election conducted pursuant to Section 8, and the rules and procedures adopted by the LRA, following a request for recognition.

Section 6 – Employee Bargaining Units

A. Effective upon the adoption of this Resolution, FCPS will recognize only the following three Bargaining Units:

1. Licensed instructional staff: non-administrative employees whose school employment requires a license from the Virginia Department of Education or Virginia Department of Health Professions, including but not limited to full and part time teachers, librarians, school counselors, speech language pathologists, instructional specialists, school psychologists, school social workers, and school-based technology specialists.
2. Operational Employees: employees engaged in assignments that support educational programs, including but not limited to full and part time non-supervisory employees in food service, trades, department support staff, school-based assistants and attendants, contracted family liaisons, custodial, security, clerical, and transportation.
3. Administrators and Supervisors. Including full and part time principals, associate and assistant principals, directors of student activities, directors of student services, administrators (including special programs); the agreed-upon list of these positions is incorporated by reference.

The job classifications comprising each Bargaining Unit are as established and shown in the Bargaining Unit Schedule. Should FCPS create any future positions performing the kind of work normally performed within a Bargaining Unit, and the position is not confidential, or otherwise excluded as an employee covered by this Resolution, such positions shall be recognized as part of an appropriate Bargaining Unit in accordance with this Section. Any dispute about whether a newly created position belongs in a Bargaining Unit or which Bargaining Unit a newly created position belongs to shall be submitted to the Labor Relations Administrator for resolution.

B. Exclusions from Bargaining Units.

1. Confidential Employees

Any employee who, as part of their job duties, assists and/or acts in a confidential capacity on labor relations matters in formulating, determining, and effectuating management policies in the field of labor relations or school division personnel management. This includes persons who are department or division heads, any level of superintendent, Division, Deputy or Assistant Division Counsel.

2 . Substitute and Temporary Employees

At any time after July 1, 2023 the question of collective bargaining for Substitute and Temporary employees may be raised in one of two ways:

- i. An exclusive bargaining organization may request bargaining with FCPS regarding the representation of one or more categories of Substitute or Temporary employees who typically perform the same work as that performed by members of the Bargaining Unit. Upon mutual agreement of the Division and the Exclusive Representative the parties may determine whether to incorporate this group into a Bargaining Unit and the subjects of such bargaining related to those employees.
- ii. A group of Substitute or Temporary employees may file a request with FCPS for recognition as an exclusive bargaining representative for the purpose of engaging in collective bargaining with the division regarding the wages, hours, benefits or working

conditions of such employees. Such a request will be referred to the Labor Relations Administrator for determination.

Section 7 – Administration of the Labor Relations Process

A. Appointment

1. A Labor Relations Administrator (“LRA”) will be appointed by the School Board from an agreed list submitted by the Division and Employee representatives or, if none so appointed, from a list submitted by the American Arbitration Association or Federal Mediation and Conciliation Service.
2. The LRA must be experienced as a “neutral” in labor relations and not connected to either FCPS or employee representatives.

B. Duties

1. Decide issues regarding inclusion in or exclusion from the established Bargaining Units.
2. Decide contested issues regarding the conduct of representation elections.
3. Either personally or through a contractor, oversee the conduct of certification and decertification of elections and report the results to the parties.
4. Investigate, hear and decide any prohibited practice charges, subject to appeal to the courts.
5. Hear and decide questions about categorizing subjects of bargaining, subject to appeal to the courts.

Section 8 – Process for Certification of Bargaining Representatives

- A. An Employee Association must demonstrate support by at least 30% of a Bargaining Unit in a petition to be certified through an election as the Exclusive Representative of that Bargaining Unit. A statement of support must include the following, ahead of any additional information:
1. Name of employee
 2. Employment position with FCPS
 3. Name of organization that employee desires and supports to become the exclusive bargaining representative of the Bargaining Unit in relation to any negotiations, or advocacy, concerning the wages, hours, benefits and other terms and conditions of employment with Fairfax County Public Schools.
 4. Statement acknowledging that the Bargaining Unit includes the employee's position ,
 5. Signature of employee
 6. Date of signature
- C. An Employee Association may add additional information to the statement of support document dealing with membership in the organization and dues and fees incident to membership, to the extent consistent with Virginia law.
- D. Once an organization has the required support, the organization will file a petition with the LRA and deliver a copy to the Superintendent. The petition will include the organization's name and address; which Bargaining Unit(s) it seeks to represent; a statement certifying that at least 30% of the Bargaining Unit(s) wishes to be represented as evidenced by the statements of support; and the proposed time, place and method for the election.
- E. Within five business days of receipt of the petition for certification, the LRA will notify all Employees in the Bargaining Unit(s) by electronic mail of the petition.
- F. Other interested Employee Associations demonstrating 30% support (as shown by administratively acceptable evidence) may submit a petition to intervene to the LRA, and be on the ballot. The petition to intervene must be submitted within twenty-one days of notice of the filing of the initial petition. The statement of support must substantially conform to the requirements above. Not later than 30 days after the filing of the initial petition for certification a Notice of Election will be provided to Employees setting forth the proposed time and method for the election.
- G. If an employee signs an indication of support for more than one Employee Association it may count toward the required showing for each if otherwise appropriate.
- H. The LRA must determine that the petitioning or intervening Employee Associations meet requirements, including the showing of the required support, and that the showing of support is consistent with the requirements of this Resolution. The actual support documents must be protected from disclosure to the division unless agreed to by the submitting organization.
- I. The determination of majority support of a particular Employee Association requires a secret ballot election administered by the LRA, who may engage a neutral election administrator to conduct any aspect of the election. Appropriate ballot security arrangements and voter verification procedures must be included.

- J. The division and the Employee Association(s) seeking to be certified as the Exclusive Representative may agree on the mechanics of the election including the type and method of conducting the election, the ballot contents, and the rules to govern campaigning leading up to the election. This may include a determination of what contact information is to be provided by the division to any Employee Associations competing in the election, together with any requirements regarding the safeguarding of personally identifiable information. Any disagreements are to be submitted to the LRA for a binding decision within one week of the LRA's written notice to the parties of a valid petition for election.
- K. The choices on any election ballot will include the name of the petitioning Employee Association the name(s) of any employee association that has intervened, and a choice of "no representation" by any of the named Employee Associations.
- L. The majority of votes cast in a secret ballot election determines result. In the event that no choice on the ballot receives a majority of the votes cast, there will be a runoff election between the two leading choices. The results will be reported to the Board by the LRA and/or the entity conducting the election.
- M. The School Board must certify the results, and if representation is decided on, recognize and certify the appropriate Employee Association as the exclusive bargaining agent for a unit.
- N. Nothing in this Section will require or permit an election in any Bargaining Unit within twelve months after a previous election has been held, notwithstanding the outcome of the election, except that this provision is inapplicable to any election that might be ordered by the LRA to remedy violations of this Resolution.
- O. All Employee Associations will have equal access to employees during organizational or representation campaign activity.

Section 9 – Process for Decertification of Bargaining Representatives

- A. Decertification requests are initiated by a petition filed with the Office of Employee Labor Relations showing that at least 30% of the Bargaining Unit no longer want the Employee Association to act as their Exclusive Representative. Employees may submit a petition showing support for a different Employee Association to act as their Exclusive Representative or petition for no representation.
- B. Such a petition cannot be filed earlier than twelve months after the initial election of the Exclusive representative. In the case of a currently existing collective bargaining agreement the petition must be filed during the period of 240 to 300 days prior to the expiration of the collective bargaining agreement.
- C. Upon the filing of a decertification petition, the LRA will administer a secret ballot election and may engage a neutral election administrator to conduct any aspect of the election. Appropriate ballot security arrangements and voter verification procedures must be included. The ballot must include the choice of continued representation of the incumbent Exclusive Representative.
- D. The division and the organization(s) involved may agree on the mechanics of the election including the type and method of conducting the election, the ballot contents, and the rules to govern campaigning leading up to the election. Any disagreements are to be submitted to the LRA for a binding decision.
- E. An Exclusive Representative shall only be decertified if the majority of ballots cast support decertification. In the event that no choice on the ballot receives a majority of the votes cast there will be run off election with the two leading choices being presented as options in the runoff. The results will be reported to the Board by the LRA and/or the entity conducting the election.
- F. If the majority of ballots cast support decertification, the Board will terminate the recognition of the exclusive bargaining representative of the employees in the Bargaining Unit. If a majority of ballots cast support a different Employee Association, the Board shall certify that Employee Association as the Exclusive Representative.
- G. All Employee Associations will have equal access to employees during organizational or representation campaign activity.

Section 10 – Good Faith Bargaining

A. Right and Duty to Engage in Collective Bargaining

“Collective Bargaining” means to perform the mutual obligation of the School Board, by its representatives, and the Exclusive Representative of Employees in an appropriate Bargaining Unit to meet and negotiate in good faith at reasonable times and places regarding any items deemed “mandatory” in this Resolution, with the good faith intent to reach an agreement regarding these subjects.

B. Bargaining Subjects

1. Mandatory – Either party must negotiate if requested by the other on any matter relating to wages, hours, benefits and other terms and conditions of employment.
2. Permitted – Other topics that do not fall within the mandatory category are deemed permitted subjects and are negotiable only by agreement of the parties
3. Prohibited – Notwithstanding any other provision, parties may not initiate bargaining over matters controlled by federal, state or county laws or regulations. Such matters are prohibited subjects.

During the first contract the mandatory scope will be wages, hours, benefits and up to one working conditions topic selected by each party. Additional topics may be negotiated if agreed to by both parties.

C. Bargaining Negotiations

1. In bargaining all parties must be willing to consider other points of view and sincerely seek a resolution.
2. No party is required to make a concession or agreement.
3. Negotiations may be initiated/requested by either party and bargaining on a permitted subject is not precluded simply because there is an existing division rule or regulation on the subject.
4. A request for negotiations should be responded to promptly and normally within 30 days of receiving the request.
5. Both parties should promote collaborative problem solving whenever possible.
6. Entry into a tentative agreement indicates a commitment to positively recommend the agreement to unit members or the School Board, as the case may be, and a good faith belief that the agreement will be ratified or approved by each party entering into the tentative agreement.
7. In any contract year when economic or noneconomic terms are set to expire at the end of such year and either party anticipates initiating a request to bargain, representatives of the parties should meet early in the year to develop a plan for completing negotiations with due consideration to various budget process decision points and the end date of the relevant provisions.
8. Upon expiration of an agreement, the terms of the existing agreement will remain in effect until superseded by a new agreement.

D. Bargaining timetable

1. Under normal circumstances any negotiations requests with budgetary or financial implications should be initiated/requested by no later than September 1.
2. Items with financial or budgetary implications should be subject to an agreement in principle by November 1 to ensure inclusion in the Superintendent’s proposed budget for the next fiscal year.

3. Financial or budget related matters should be reviewed again to determine the need for further negotiation or adjustment by February 1 to address considerations that may arise due to School Board budget adoption.
4. Further negotiations or discussion should occur when the decision of the County Board of Supervisors is known.
5. Items raised for negotiations that the parties agree do not have significant budgetary impact should be resolved and agreed upon by no later than June 1 to allow for final Board action and the execution of any agreements by July 1 of the new fiscal year.
6. There should be a focus on agreement by these budget and other deadlines, but the parties may by mutual agreement agree to modify or adjust these deadlines.
7. Whenever a party has a good faith belief that there is an Impasse in negotiations, and that a settlement does not appear to be possible, that party may initiate the Impasse procedures described in this Resolution.

Section 11 – Resolution of Bargaining Impasse: Mediation

To avoid Impasse the parties may mutually agree to engage a facilitator at the onset of negotiations to manage the negotiation process. Cost for the facilitator shall be borne by FCPS. By agreement of both parties, the facilitator may act as Mediator after Impasse is declared by the LRA under this section. If mediation is not successful within 30 days, the matter shall go to fact finding in accordance with Section 11(B).

- A. A party who in good faith believes that negotiations are at an Impasse may file a request that the LRA find an Impasse exists. If the LRA so finds, the LRA will file a request with the American Arbitration Association requesting that a list of five persons qualified, and reasonably available to assist with the dispute be provided to the parties. The parties will review the list and within seven calendar days alternately strike names until only one name remains. That person will be appointed the Mediator to assist the parties. The party striking first will be determined by a flip of a coin. Every effort will be made to convene and conclude the mediation within 30 days.
- B. In the event mediation does not resolve the Impasse the parties are to select and appoint a Fact-Finder in the same manner as the appointment of the Mediator. The Fact-Finder will act as chair of a Panel, which will consist of the neutral Fact-Finder, plus one person appointed by FCPS, and one person appointed by the Exclusive Representative, who will act as a body to consider and make recommendations regarding the resolution of the Impasse.
- C. The Panel will promptly convene a hearing and issue their findings and recommendations to the parties within 30 days of concluding the hearing. The Panel's findings and recommendations shall be released to the public 35 days from the conclusion of the hearing.
- D. Both the division and the Exclusive Representative will identify a principal representative of that party for direct communication and coordination with the Mediator and Fact-Finding Panel.
- E. The School Board will consider the Panel's findings of fact and the options for funding any recommendations and make a final decision.
- F. Efforts to reach a negotiated settlement may continue throughout this process. Any agreement is put in writing.
- G. The mediation process is advisory only, and the LRA or other Mediator will have no authority to bind either party.
- H. The mediation and fact finding process and any related documents created during mediation and fact finding, except for the Fact Finding Panel's final findings and recommendations in accordance with (C) will not be disclosed except as required by law. Communications between an exclusive bargaining representative and the employees that it represents regarding the mediation and fact finding process will not constitute public disclosure under this Section.
- I. The costs of the Mediator and Fact-Finder will be shared equally by FCPS and the Exclusive Representative.

Section 12 – Strikes

1. Pursuant to Virginia Code §40.1-55, strikes are illegal in Virginia. Per the same Code, any employee of FCPS who, in concert with two or more other such employees, strikes or willfully refuses to perform the duties of their employment (such as a walkout, sick out, or any other method of interference in the operations of the school or school division, as determined by the School Board), unless otherwise sanctioned by law, will be deemed by that action to have terminated their employment, and will be ineligible for employment in any position or capacity with FCPS during the next 12 months.

Section 13 – Prohibited Practices

Neither party will fail, or refuse, to negotiate in good faith with respect to a mandatory subject of bargaining identified in this Resolution. Good Faith means the duty to meet and negotiate at reasonable times and engage in exploration of a topic in a manner that demonstrates a willingness to examine and consider another’s viewpoints or suggestions, but it does not require making a concession or reaching an agreement the party disagrees with.

A. The Division and its agents will not:

1. Dominate or interfere with administration of any Employee Association, provided that the use of FCPS property or communications systems, as may be permitted by this Resolution or a collective bargaining agreement, will not be deemed encouragement prohibited by this section.
2. Interfere with, restrain, discharge, discipline, discriminate or retaliate against or otherwise coerce employees in relation to any of the following:
 - a. To encourage or discourage membership in any Employee Association; however, taking action to preclude an employee conflict of interest with the duties of their position is not prohibited by this article;
 - b. Because the employee has formed, joined, supported, assisted or chosen to be represented by any Employee Association, or authorized deduction of dues or fees to an Employee Association, or engaged in other protected concerted activities for the purpose of collective bargaining or other mutual aid or protection, or refrained from any or all such activities;
 - c. Because the employee participated in collective bargaining, testified in a hearing, or filed a statement, petition, complaint or grievance under this Resolution or a collective bargaining agreement; or
 - d. Because the employee exercised any of the rights provided in this Resolution.
3. Refuse to reduce an agreement to writing.
4. Enforce any rule or regulation which is plainly in direct conflict with any applicable collective bargaining agreement. It is understood that permitted bargaining may result in agreement terms that require modification, or rescinding of existing rules and regulations.
5. Refuse to participate in good faith in any agreed-upon Impasse resolution procedures or those provided in this Resolution.

B. No Employee Association, Exclusive Representative or their representatives or agents will:

1. Fail to represent an employee who is a Bargaining Unit member in a unit represented by the Exclusive Representative fairly and without discrimination in matters within the scope of collective bargaining.
2. Interfere with, restrain, coerce, or discriminate or retaliate against an employee in relation to:
 - a. Encouraging or discouraging the joining or refusing to join or any Employee Association; however, taking action to preclude employee member conflict of interest in relation to Employee Association membership and the individual’s position with the division is not prohibited by this article;
 - b. An employee exercising any rights granted by this Resolution;
 - c. Because the employee has formed, joined, supported, assisted or chosen to be represented by any Employee Association, or authorized deduction of dues or fees to an Employee Association, or engaged in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or refrained from any or all such activities; or

- d. Because the employee participated in collective bargaining, testified in a hearing, or filed a statement, petition, complaint or grievance under this Resolution or a collective bargaining agreement.
 3. Refuse to participate in good faith in any agreed-upon Impasse resolution procedures or those provided in this Resolution.
 4. Refuse to reduce an agreement to writing.
 5. Engage in conduct which is plainly in direct conflict with any applicable collective bargaining agreement.
- C. Prohibited Practice Charge Procedures
The LRA will publish rules governing the procedures that will be used to address prohibited practice charges.

Section 14 – Time Limits

Any time limits in this Resolution may be extended by written agreement of FCPS, the employee organization, and any other appropriate parties.

Section 15– Notices

Any notice required under the provisions of this Resolution will be in writing, but service of any such notice will be sufficient if mailed by certified mail (return receipt requested), addressed to the last-known address of the parties, unless otherwise provided in this Section or the rules of the LRA, which rules will provide for the electronic service of documents. Refusal of certified mail by any party will be considered service. Prescribed time periods will commence from the date of the receipt of the notice.