

THE IMPASSE PROCEDURES

What does Impasse mean?

Under collective bargaining law, when one or both parties in a round of bargaining cannot offer further concessions to get to an agreement, they are at an impasse. Bargaining laws establish a set of procedures to follow when at impasse. The “impasse procedures” have two distinct phases: mediation and fact-finding.

What is Mediation?

In mediation, the Public Employment Relations Board (PERB) appoints a mediator who meets with the parties to resolve the dispute. The mediator has two kinds of leverage:

1. - He or she can use the power of one of the parties to make the other offer further concessions. **We provide such leverage when we mobilize to put pressure on the School Board. If we don't mobilize, the leverage is against us.**
2. - The mediator has the power to certify the dispute to fact-finding. Only the mediator can do this.

What is Fact-Finding?

If the mediator certifies the dispute to fact-finding, one party must initiate it by sending a request to PERB. Once this is done, each party names an advocate to serve on the Fact-Finding Panel, and they choose a neutral fact-finder from a list provided by PERB. The two advocates and the neutral form the Fact-Finding Panel.

The Fact-Finding Panel hears a presentation by each of the parties. After the presentation, the neutral issues his or her findings of fact and a recommended settlement. The two advocates can agree or not with the neutral's recommendations; their statements are combined with the recommendation to form the Fact-Finding Report. The District must make the Fact-Finding Report public within 10 days of having received it.

Are the recommendations binding?

No. The recommendations are advisory and are not binding on either party.

Are the facts really “found”?

Sometimes. Fact-finding is really an extension of bargaining. The relative leverage of the parties still determines the outcome.

What happens then?

After fact-finding, the District and the Association must consider the report. Once that is done, the District is free to adopt its “last, best and final offer”.

What happens to the Contract?

When only re-opener articles are being negotiated (which is the case right now for TRUE), and the parties have not reached an agreement, in general terms it can be said that those articles would cease to be in effect.

When the entire Contract is what's being negotiated, and the parties have not reached an agreement, then there would be no Contract at all.

What can the Association do?

The Associations' legal recourse is to ask its members to strike. Strikes are legal only after the impasse procedures have been exhausted.

Why not just let the District adopt its “last, best and final offer”?

Not only is that “offer” not good enough or beneficial for the educators, but even worse, that would mean the end of collective bargaining in this District. The District would have learned that it could simply stonewall until the impasse procedures were exhausted and then get its way. Not one of our working conditions would be safe if this were to happen.