

## CHAPTER 179A

## PUBLIC EMPLOYMENT LABOR RELATIONS

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**179A.03 DEFINITIONS.**

*[For text of subds 1 to 6, see M.S.1988]*

Subd. 7. **Essential employee.** "Essential employee" means firefighters, peace officers subject to licensure under sections 626.84 to 626.855, guards at correctional facilities, confidential employees, supervisory employees, principals, and assistant principals. However, for state employees, "essential employee" means all employees in law enforcement, health care professionals, correctional guards, professional engineering, and supervisory collective bargaining units, irrespective of severance, and no other employees. For University of Minnesota employees, "essential employee" means all employees in law enforcement, nursing professional and supervisory units, irrespective of severance, and no other employees. "Firefighters" means salaried employees of a fire department whose duties include, directly or indirectly, controlling, extinguishing, preventing, detecting, or investigating fires.

*[For text of subds 8 to 19, see M.S.1988]*

**History:** 1989 c 255 s 2

**179A.05 PUBLIC EMPLOYMENT RELATIONS BOARD; POWERS AND DUTIES.**

*[For text of subds 1 to 5, see M.S.1988]*

Subd. 6. **Administration of arbitrator roster.** The board shall maintain a list of names of arbitrators qualified by experience and training in the field of labor management negotiations and arbitration. Names on the list may be selected and removed at any time by a majority of the board. In maintaining the list the board shall, to the maximum extent possible, select persons from varying geographical areas of the state. The board shall adopt rules under chapter 14 governing the administration of the arbitration roster.

*[For text of subd 7, see M.S.1988]*

**History:** 1989 c 255 s 3

**179A.06 RIGHTS AND OBLIGATIONS OF EMPLOYEES.**

*[For text of subds 1 and 2, see M.S.1988]*

Subd. 3. **Fair share fee.** An exclusive representative may require employees who are not members of the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The fair share fee must be equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative. In no event may the fair share fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee to the employer and to unit employees who will be assessed the fee. The employer shall provide the exclusive representative with a list of all unit employees.

A challenge by an employee or by a person aggrieved by the fee must be filed in

writing with the commissioner, the public employer, and the exclusive representative within 30 days after receipt of the written notice. All challenges must specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the fair share fee is on the exclusive representative. The commissioner shall hear and decide all issues in these challenges.

The employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative 30 days after the written notice was provided. If a challenge is filed, the deductions for a fair share fee must be held in escrow by the employer pending a decision by the commissioner.

*[For text of subds 4 to 6, see M.S.1988]*

**History:** 1989 c 255 s 4

### **179A.13 UNFAIR LABOR PRACTICES.**

**Subdivision 1. Actions.** The practices specified in this section are unfair labor practices. Any employee, employer, employee or employer organization, exclusive representative, or any other person or organization aggrieved by an unfair labor practice as defined in this section may bring an action for injunctive relief and for damages caused by the unfair labor practice in the district court of the county in which the practice is alleged to have occurred. A copy of any complaint alleging an unfair labor practice must be filed with the commissioner at the time it is brought in district court. The party bringing an unfair labor practice action in district court shall also transmit to the commissioner any orders or judgments of the court within ten days of the order or judgment.

*[For text of subds 2 and 3, see M.S.1988]*

**History:** 1989 c 255 s 5

### **179A.14 NEGOTIATION PROCEDURES.**

**Subdivision 1. Initiation of negotiation. (a) First agreement.** When an exclusive representative desires to meet and negotiate an initial agreement establishing terms and conditions of employment, the exclusive representative shall give written notice to the employer and the commissioner. If the exclusive representative has not been certified by the commissioner under section 179A.12 within one year of such written notice, the employer has ten days from receipt of the notice to object to the demand to negotiate by petitioning the commissioner to investigate either the appropriateness of the unit or the question of representation that the employer believes is raised by the demand, or both. If the employer does not object within ten days, the employer accepts the obligations of section 179A.07, subdivision 2, and the balance of this chapter with regard to such exclusive representative. If the employer does object by filing a petition under this section, the commissioner shall investigate the petition under section 179A.12, subdivision 5.

**(b) Subsequent agreement.** When a party to a contract desires to meet and negotiate an agreement subsequent to the initial agreement, the party shall give written notice to the other party and to the commissioner at least 60 days before the termination date of the existing contract. If a party fails to give the required 60-day notice, the party is subject to a fine of \$10 per day for each day the notice is late. The fine for late notice may be waived at the discretion of the commissioner if the commissioner finds that the failure to give timely notice did not prejudice the commissioner or the other party in the fulfillment of their responsibilities and duties. The fine for late notice is the only penalty for late notice under this paragraph.

*[For text of subds 2 and 3, see M.S.1988]*

**History:** 1989 c 255 s 6

**179A.16 INTEREST ARBITRATION.**

Subdivision 1. **Nonessential employees.** An exclusive representative or an employer of a unit of employees other than essential employees may request interest arbitration by providing written notice of the request to the other party and the commissioner. The written request for arbitration must specify the items to be submitted to arbitration and whether conventional, final-offer total-package, or final-offer item-by-item arbitration is contemplated by the request.

The items to be submitted to arbitration and the form of arbitration to be used are subject to mutual agreement. If an agreement to arbitrate is reached, it must be reduced to writing and a copy of the agreement filed with the commissioner. A failure to respond, or to reach agreement on the items or form of arbitration, within 15 days of receipt of the request to arbitrate constitutes a rejection of the request.

Subd. 2. **Essential employees.** An exclusive representative or employer of a unit of essential employees may petition for binding interest arbitration by filing a written request with the other party and the commissioner. The written request must specify the items which that party wishes to submit to binding arbitration. Within 15 days of the request, the commissioner shall determine whether further mediation of the dispute would be appropriate and shall only certify matters to the board in cases where the commissioner believes that both parties have made substantial, good-faith bargaining efforts and that an impasse has occurred.

Subd. 3. **Procedure.** Within 15 days from the time the commissioner has certified a matter to be ready for binding arbitration because of an agreement under subdivision 1 or in accordance with subdivision 2, both parties shall submit their final positions on the items in dispute. The commissioner shall submit these matters to the board once the 15-day period for the submission of final positions has elapsed, along with any final positions submitted by the parties. In the event of a dispute over the items to be submitted to binding arbitration involving essential employees, the commissioner shall determine the items to be decided by the arbitration panel based on the efforts to mediate the dispute and the positions submitted by the parties during the course of those efforts. The parties may stipulate items to be excluded from arbitration.

Subd. 4. **Construction of arbitration panel.** The board shall provide the parties to the interest arbitration a list of seven arbitrators. The parties shall alternately strike names from the list of arbitrators until only a single arbitrator remains, unless the parties request and mutually agree to utilize a panel of three arbitrators. If the parties are unable to agree on who shall strike the first name, the question must be decided by the flip of a coin. The arbitrator or arbitrators remaining after the striking procedure constitute the arbitration panel.

*[For text of subs 5 to 9, see M.S.1988]*

**History:** 1989 c 255 s 7-10

**179A.20 CONTRACTS.**

*[For text of subs 1 to 3, see M.S.1988]*

Subd. 4. **Grievance procedure.** All contracts must include a grievance procedure providing for compulsory binding arbitration of grievances including all written disciplinary actions. If the parties cannot agree on the grievance procedure, they are subject to the grievance procedure promulgated by the commissioner under section 179A.04, subdivision 3, clause (h).

Notwithstanding any home rule charter to the contrary, after the probationary period of employment, any disciplinary action, other than the termination of a teacher contract or the discharge of a teacher under section 125.12 or 125.17, is subject to the grievance procedure and compulsory binding arbitration.

Employees covered by civil service systems created under chapter 43A, 44, 375, 387, 419, or 420, by a home rule charter under chapter 410, or by Laws 1941, chapter

423, may pursue a grievance through the procedure established under this section. When the grievance is also within the jurisdiction of appeals boards or appeals procedures created by chapter 43A, 44, 375, 387, 419, or 420, by a home rule charter under chapter 410, or by Laws 1941, chapter 423, the employee may proceed through the grievance procedure or the civil service appeals procedure, but once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf with the employee's consent the employee may not proceed in the alternative manner.

This section does not require employers or employee organizations to negotiate on matters other than terms and conditions of employment.

*[For text of subds 5 and 6, see M.S.1988]*

**History:** 1989 c 255 s 11