



Unilateral implementation of new evaluation policy not an unfair labor practice

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The State Employment Relations Board (SERB) has issued a ruling in which it found that a board of education did not commit an unfair labor practice when it unilaterally implemented a new standards-based teacher evaluation policy to comply with the “state framework” requirements of House Bill 153 (the 2011 budget bill). SERB accordingly dismissed the ULP charge which had been filed by the teachers’ association for lack of probable cause. In the Matter of Parma Education Association, OEA/NEA v. Parma City School District Board of Education, Case Number 2013-ULP-10-0307 (January 9, 2014).

At the time of the board’s action to implement the new policy, the negotiated agreement between the teachers’ association and the board had expired and the parties were engaged in ongoing negotiations for a successor agreement. SERB found that, although a board of education is normally bound to maintain the status quo ante in such circumstances (as a requirement of good-faith bargaining), the clear wording of HB 153 indicated that it was to supersede collective bargaining agreements as of July 1, 2013. Therefore, since HB 153 required the adoption of a policy by such date, and the implementation of the policy upon contract expiration, the board did not commit an unfair labor practice when it proceeded to implement.*

Boards are cautioned that the dismissal of an unfair labor practice charge is a highly fact-specific determination and does not create a binding legal precedent. However, this ruling does appear to reflect the manner in which SERB views the state mandate on teacher evaluation created by House Bill 153.

The full text of the new SERB ruling may be accessed by following this [link](#).

*It should be noted that ORC 3319.111, as enacted by HB 153, calls for the adoption of a policy by July 1, 2013, which is to “become operative” upon the expiration of then-existing negotiated agreements. The SERB dismissal order addresses the situation of an expired agreement, and does not appear to authorize implementation of the policy prior to the expiration of an agreement that was in effect on 9-29-11.

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