

1285

STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION

In re Fact Finding:

JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT

April 5, 1978

and

JACKSON COUNTY EDUCATION ASSOCIATION

James Blackburn 4-5-78

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

BACKGROUND

The Jackson County Intermediate School District employs approximately 120 people. Of these approximately 82 are classified Professional, i.e. non-administrative, clerical or secretarial. The 82 persons consist of Psychologists, Speech and Hearing Therapists, Teachers of the home-bound, Teachers of persons with learning disabilities, Teachers of persons who are physically handicapped, including the blind and otherwise impaired persons, Physical Therapists, etc.

The District receives its funds from 12 constituent Jackson County school districts and from direct grants from the State of Michigan pursuant to statutes enacted by the legislature to assist and accommodate the delivery of educational opportunity to those persons in Michigan who for any reason cannot fully pursue or compete in the established constituent school districts.

This matter consists of Fact-Finding on nine specific issues unresolved in the employment contract negotiations between the Jackson County Intermediate School District's duly constituted Employer Representatives and the Jackson County Education Association's Executive and Bargaining Committee. The request for Fact-Finding was filed with the Michigan Employment Relations Commission on November 28, 1977, in the form of a letter dated November 23, 1977 from Eric B. Hansen, the Jackson County Education Association's Executive Director, pursuant to an agreement reached between the parties to submit the

Jackson County Intermediate School District

unresolved issues on an issue-by-issue, last best offer basis. Consequently, in this opinion the Fact-Finder finds that the facts support a recommendation which employs the last best offer of the Board or the Association. Copies of:

1. Notice of appointment of Fact-Finding Hearing Officer,
2. November 23, 1977 request letter from Jackson County Education Association,
3. Jackson County Education Association - Jackson County Intermediate School District Agreement re Submission to Fact-Finding,
4. Petition for Fact-Finding,
5. Proof of Service,
6. Issues, and
7. Issue position statement

are attached hereto as Exhibit A.

The Fact-Finding Hearing was convened at 4:00 p.m. on Thursday, February 23, 1978, at the Jackson County Intermediate School District offices at 6700 Browns Lake Road near Jackson, Michigan. The Jackson County Intermediate School District presentation was headed by Lauren Flick, its Assistant Superintendent for Business, and the Jackson County Education Association presentation was headed by Eric B. Hansen, its Associate Executive Director. After some four hours of informal dialogue between the Fact-Finder and the parties, at which all the issues were discussed and the differences explained, a Hearing on tape record was commenced at approximately 9:30 p.m. The first 130 minutes were devoted to a presentation of argument by the parties on the so-called non-economic issues (4 through 9 as set forth in the original Petition). Thereafter the parties proceeded to submit argument in support of their respective positions on the economic issues (namely 1 through 3 as set forth in the original petition).

On January 10, 1978, the Fact-Finder requested that the parties submit to him written Briefs on their position on all nine issues. The procedure requested by the Fact-Finder was that one of the parties should submit its Brief to the Fact-Finder and ten days later the other side would submit its Responsive Brief and then the first party, within seven days could submit a Rebuttal Brief, after which the Hearing would be held. The choice of whether to lead off and rebut or to respond to

the first Brief was granted by the Fact-Finder to the party which filed the Petition for Fact-Finding, in this case the Association. It chose the position of respondent. The Hearing was conducted on the same format. Before each session (i.e. non-economic issues and then economic issues) of argument was commenced, the Fact-Finder asked the parties to estimate the time each would need. Agreement was reached on the time thought to be needed and the lead party's (in these proceedings the Jackson County Intermediate School District) time was divided between opening argument and rebuttal and the respondent was granted the same total time for its argument. When either party exceeded the time agreed to (as they each did) the other party was granted that much additional time.

DECISION

The testimony and exhibits presented in this proceeding highlighted two primary concerns of all labor relations negotiations. Those are, the employees' desire for higher pay as positioned against the employer's responsibility to keep costs down and within budget. This concern in the public education area should be well understood by the employees because they are also taxpayers and realize increases in the cost of public education will be passed on to them as taxpayers. The other primary concern referred to is who shall make the many decisions required to operate a school district such as Jackson County Intermediate School District and how will these decisions be made. Administrators of the District are installed by the Board of the District to operate, manage and discharge the Board's statutory responsibilities to provide special education assistance to the constituent Jackson County school districts and to run or assist in running certain other educational or socially desirable functions in Jackson County. As in most labor relations equations, the employees often feel and express dissatisfaction with what and how decisions are made by the duly constituted authority, i.e. the Administrators and the Board. Such dissatisfaction was evidenced in these proceedings. The Fact-Finder deems them a natural response. Employees by nature challenge the authority of employers. This fact

of life forces onto duly constituted authority what it sometimes deems a yoke of fairness and forethought and patience. Administrators who respond negatively to criticism are forgetting or neglecting the lesson of Solomon: "Do not give heed to all things that men say, lest you hear your servant cursing you; your heart knows that many times you have yourself cursed others." Employees who respond negatively to the decisions of superiors (i.e. those charged with responsibility to make decisions) undermine the smooth operation of the organization. In public education this challenging or contesting is very subtle, largely because:

1. The objective (namely education of the community's young people) defies precise definition or measurement;
2. The line of authority from: the citizen, taxpayer and parent through the Governor, Legislature, Courts, State Department of Education and Local Board, to: the Administrator, Teacher and Classroom are, and in our society will remain, complex and difficult to balance; and
3. The Administrators and Teachers are highly educated people who are so trained that they are quite capable of differing vigorously and logically over the definition of sub-paragraph one above, and the implementation of sub-paragraph two above.

In this proceeding virtually no evidence was submitted indicating the Administration was not pursuing its authority with fairness, forethought and patience. Therefore on most of those issues on which the Jackson County Education Association seeks to expand its role in the policy and administrative operations of the District the Fact-Finder recommends the Board position. However, the evidence on budget, wages and employee qualifications establishes that the wage demands of the Association are justified, especially in view of the fact that this Jackson County Education Association bargaining unit is comprised of people who possess unique and diverse skills.

SALARY

The facts establish that five of the nine districts in Jackson County which have settled on this issue did so with a 7% wage increase for BA and MA minimum and maximum salary for 1977-1978, and one more of the nine settled for 6.9%. The remaining three settled for a 6.5% wage increase. The evidence submitted also supports the argument for

an additional 1% increase for the Teacher Assistants, including Physical Therapists, and the Association's case in this regard was essentially un rebutted by the Board. Therefore the Fact-Finder's recommendation is that the Association's salary increases be as follows:

	<u>Teachers</u>	<u>Teacher Assistants</u>
1977-78	7%	8%
1978-79	7%	8%
1979-80	7%	8%

NUMBER OF WORK DAYS

This matter is considered by the Fact-Finder under the facts of this proceeding to be a separate issue. The Association's brief on Exhibit #1 states:

"There are two interrelated issues concerning salary:

1. Number of work days
2. Salary increase."

The Fact-Finder has determined that the decision on the number of work days is more properly a decision for the Board to make in order to accommodate accomplishing its statutory responsibilities to the constituent districts and under prevailing Michigan statutes. The Association's argument that to reduce the number of days is equivalent to requiring more work for less pay is not persuasive. The Board's responsibility is to set the objectives and prescribe a schedule for accomplishing them. The Board contends its responsibilities can be accomplished in 1977-1978 in 185 days plus ten (10) hours of in-service time, in 1978-1979 in 185 days plus five (5) hours of in-service time and in 1979-1980 in 185 days. The Fact-Finder believes the facts of this proceeding dictate a recommendation that the Board's position be adopted with respect to this issue.

The Fact-Finder is aware that his recommendation on the issues of Salary and Number of Work Days may be construed to award the Teachers an 8½% increase in wages in 1977-1978, an increase of 9% in 1978-1979 and an increase of 9½% in 1979-1980 if in fact a reduction in a work day is equivalent to ½% per day as argued by the Board. However, the

Fact-Finder concludes that Jackson County Education Association Exhibit 31 adequately rebuts such an argument since only one other school district in Jackson County exceeds a work year of 185 days (i.e. Vandercook Lake - 186 days) and the average number of Teacher work days of the twelve Jackson County school districts is 184.3.

DENTAL INSURANCE AND INSURANCE OPTION

The Fact-Finder concludes that the fringe benefits (i.e. full medical insurance, dental plan A-01, disability insurance and life insurance with an optional increase in life insurance if medical is not elected) offered by the Board are substantial and competitive with the other Jackson County districts when viewed as a package. Furthermore, as the Board pointed out in its briefs and argument, announced and expected increases in medical insurance costs will result in additional and substantial increases in costs to the Board just to maintain the present package. Therefore the Fact-Finder believes these facts require that he recommend adoption of the Board position on both the dental and insurance issues.

ASSOCIATION BUSINESS DAYS

The Fact-Finder believes the evidence submitted establishes that because of the unique and special skills of the teachers in the Jackson County Intermediate School District, the difficulties experienced by the Administration in finding substitutes for persons away on Association business are substantial. This being so, the Fact-Finder believes the Association seeks unfair advantage when it offers to reimburse the Board for costs of substitutes which the Association well knows are difficult to find. The Fact-Finder believes the Association should reimburse the Board for the salary costs of the absent employee if the Association deems it necessary for an employee to be away from his job on Association business. Such a provision is considered by the Fact-Finder to be fair and it discourages such an Association decision without being inflexible. Therefore the Fact-Finder recommends the contract adopt the Board's position on this issue.

CORRECTION OF FACTUAL ERRORS

The Fact-Finder believes the evidence did not support a conclusion that the Board and the Administration are unfair or unresponsive in the execution of their duty to evaluate the Teachers. The Board and Administration also submitted testimony that they are working on plans and procedures designed to be even more reliable and reflective of Teacher qualifications, and hence achieve what hopefully will be better evaluations. The Board proposal is not without Teacher redress in that a Teacher dissatisfied with an evaluation can file a written response thereto which becomes a permanent part of the Teacher's personnel file. Additionally, under Article XV, Section D, a Teacher can receive a hearing with an Association representative before the Board on a disagreement over evaluation. The Fact-Finder finds that the Board is responsible to make evaluations of its staff and that the existing procedures are being implemented fairly. Consequently, the Fact-Finder recommends the contract contain the Board position on this issue.

SENIORITY AS BASIS FOR LAY-OFF

No evidence was submitted indicating that the Board has or would abuse the language of the expired contract which is the language of the Board's position on this issue. Further, because the various skills of the employees in this type of school district are so diverse it is quite possible that a lay-off procedure limited to seniority as its only criteria could seriously hamper the Board and Administration in discharging its assigned statutory and community responsibilities. Therefore the Fact-Finder recommends that the Board's position on this issue be adopted in this contract.

WORKSHOP ALLOWANCE

The Fact-Finder believes the expenditure of District funds for this kind of activity is a decision properly lodged with the Administration and Board. Favoritism in the parceling of these funds was alleged but unsupported by the Association and was denied by the Administration. The Fact-Finder believes the Association's allegations of favoritism

should be sufficient notice to the Administration to encourage review of its procedures on this issue. However, the Fact-Finder concludes that the Board and Administration's responsibility is to direct its departments to conduct such workshops as the Board and/or Administration believe will contribute to improved Jackson County Intermediate School District functions. Therefore the Fact-Finder recommends that the Board's position on this issue be adopted in the contract. The Board is encouraged, however, to create a suggestion box for the Teachers on this issue and to seriously consider any suggestions received. The Fact-Finder believes from the evidence submitted that if the Board does adopt such a procedure the Teachers will cooperate with and respect it and, if so, the attainment of Board responsibilities and objectives will be enhanced.

GRIEVANCE EXCLUSIONS

No argument was made on this issue, nor was any evidence submitted, that Board or Administration has been unfair or abusive in discharging its responsibility to provide and direct a competent staff of employees. The Association's argument that this contract should contain a grievance exclusion provision simply because the Career Center contract contains one is weakened by its failure to be consistent. The Career Center contract also provides for full salary reimbursement for Association work days, but the Association ignored this fact in framing its position on that issue. On this issue the persuasive fact is that the record indicates the Administration has exercised with fairness its duty to hire and terminate, to re-employ or not re-employ, to re-assign or not re-assign, and to terminate or extend probation, with respect to Teachers not covered by the Tenure Act or the grievance procedure in the expiring contract. Also, Article XV, Section D, provides the Teachers with an opportunity to publicly air before the Board any practices of the Administration which he or she feels were not adequately handled. Therefore the Fact-Finder recommends the Board's position on this issue be adopted in the contract.

PROFESSIONAL ADVANTAGE

The Board's objection to inclusion of the language (in Article XVI, Section D, of the expired contract) "professional advantage" was founded on a lack of clear definition. However no facts or circumstances were submitted showing how this language had impaired the Board's or Administration's operations in the past. Therefore the Fact-Finder recommends the language employed in this clause in the expiring contract be readopted in this contract and that the Association's position on this issue be accepted.

Respectfully submitted,



JAMES M. BLACKBURN
P.O. Box 794
Suite 207, 241 Building
241 E. Sawinaw Highway
East Lansing, Michigan 48823
(517) 337-1617

COMMISSION MEMBERS

Dr. Chas. M. Rahmus

Chairman

MORRIS MILMET
WILLIAM M. ELLMANN

WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF LABOR

KEITH MOLIN, Director

EMPLOYMENT RELATIONS COMMISSION

State of Michigan Plaza Building

14th Floor — 1200 Sixth Avenue

Detroit, Michigan 48226

(313) 256-3540

December 22, 1977

Gordon G. Smith, Supt.
Jackson County Int. School Dist.
2301 E. Michigan
Jackson, Mich. 49202Mr. Eric B. Hansen
Jackson County Educ. Assoc.
404 McNeal Street
Jackson, Mich. 49203Re: Jackson County Int. School District
-and-
Jackson County Education Association
Case No. L77 E-438

Gentlemen:

NOTICE OF APPOINTMENT OF FACT FINDING HEARINGS OFFICER

The Employment Relations Commission, having reviewed the application for fact finding, has concluded that the matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known.

The Employment Relations Commission has accordingly appointed James M. Blackburn as its Hearings Officer and Agent to conduct a fact finding hearing pursuant to Section 25 of Act 176 of Public Acts of 1939, as amended, and the Commission's Regulations, and to issue a report with recommendations with respect to the matters in disagreement.

The Hearings Officer's address and telephone number is:
241 E. Saginaw Hwy., Suite 207
East Lansing, Mich. 48823
517/ 337-1617

He has been instructed to schedule a hearing in this matter as promptly as possible. He is to send an award to each party and six copies to this office and bill the state.

Very truly yours,

For the EMPLOYMENT RELATIONS COMMISSION

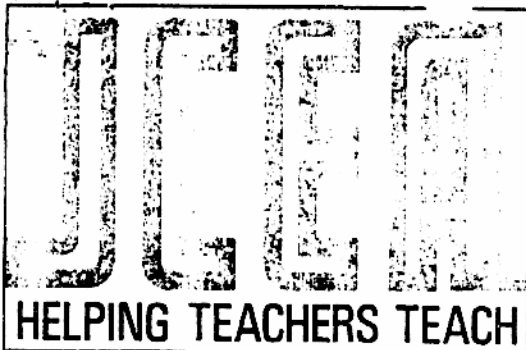
Robert Pisarski, Director

RP: gw

cc: George Rickey, Mediator
James M. Blackburn, Fact Finder

EXHIBIT A





ANN GRAHAM PRESIDENT
KIRK CURTIS EXECUTIVE DIRECTOR
ERIC HANSEN ASSOC. EXECUTIVE DIRECTOR

JACKSON COUNTY EDUCATION ASSOCIATION

404 MCNEAL STREET ■ JACKSON, MICHIGAN 49203 ■ (517) 787-4544

November 23, 1977

Mr. Robert Pisarski, Director
Michigan Employment Relations Commission
State of Michigan Plaza
14th Floor - 1200 6th Avenue
Detroit, MI 48226

Dear Sir:

The Jackson County Education Association as per the attached Letter of Agreement between the Jackson County Education Association and the Jackson County Intermediate School District hereby submits the enclosed petition and issues for factfinding.

As you will note in the Letter of Agreement, the parties have mutually agreed to submit all unresolved issues to factfinding on an issue-by-issue, last-best-offer basis. It would perhaps be helpful to assign a factfinder that has some experience in dealing with PA 312 for police and fire fighters arbitrations, which of course are conducted on a issue-by-issue, last-best-offer basis.

If you need additional information, please feel free to contact me at 517-787-4543.

Professionally yours,

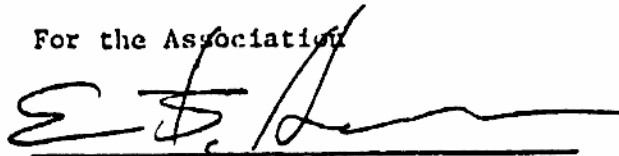
Eric B. Hansen, Associate Executive Director
Jackson County Education Association

EBH:rc

Enclosures

1. The parties mutually agree to jointly submit all unresolved issues to issue-by-issue, last best offer fact-finding.
2. The decision of the fact-finding shall not be binding on either party.
3. The parties shall mutually exchange last best offers on Tuesday, November 22, 1977 at a mutually agreed upon time.

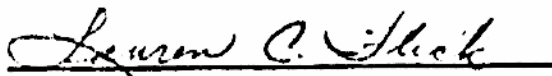
For the Association



Date

11-11-77

For the Board



Date

11/11/77

STATE OF MICHIGAN
Employment Relations Commission
LABOR RELATIONS DIVISION

Filing Date _____

P E T I T I O N F O R F A C T F I N D I N G

INSTRUCTIONS: Submit an original and 4 copies of this Petition to the Michigan Employment Relations Commission, 603 Department of Labor Building, 7310 Woodward Avenue, Detroit, Michigan 48202; send one copy to the other party to the dispute; send one copy to the MR Office of Professional Negotiations, East Lansing, Michigan; send one copy to your MFA Area Representative, and retain one copy for your local association file. (Use additional sheets if necessary.)

The Jackson County Education Association HEREBY REQUESTS FACT FINDING UNDER SECTION 25 of ACT 176 of the PUBLIC ACTS OF 1939 AS AMENDED.

1. NAME, ADDRESS AND TELEPHONE NUMBER OF ASSOCIATION - APPLICANT:

Jackson County Education Association (contact: Eric Hansen)

(Name)

404 McNeal Street

(Street Address)

Jackson, Michigan

(City & State)

49203

(Zip Code)

517-787-4543

(Telephone No.)

2. NAME, ADDRESS AND TELEPHONE NUMBER OF PUBLIC EMPLOYER - OTHER PARTY.

Jackson County Intermediate School District

(Name)

2301 East Michigan Avenue

(Street Address)

Jackson, Michigan

(City & State)

49202

(Zip Code)

517-787-2800

(Telephone No.)

3. APPROXIMATE NUMBER OF EMPLOYEES IN UNIT: 120

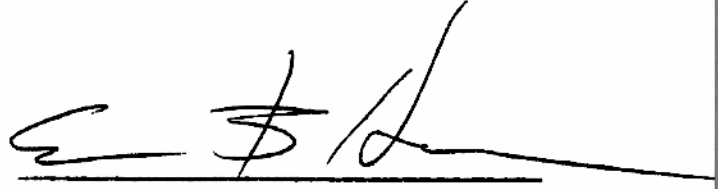
4. THE ASSOCIATION (TEACHER BARGAINING UNIT) HAS ATTEMPTED TO ENGAGE IN GOOD FAITH MEDIATION REGARDING THE ISSUES LISTED BELOW BUT SAID MEDIATION HAS FAILED TO PRODUCE REASONABLE SOLUTIONS TO THOSE ISSUES.

5. STATEMENT OF FACTS CONSTITUTING THE ISSUES INVOLVED:

A F F I D A V I T

On this date, November 23, 19 77,

I did, by registered mail, serve a copy of this petition to the other party to the dispute in compliance with Rule Number 31, Section 2, of the Labor Mediation Board General Rules and Regulations, filed with the Secretary of State of February 27, 1968.

A handwritten signature in black ink, appearing to read 'E B Hansen', written over a horizontal line.

Signature of Representative
Filing Petition
Eric B. Hansen

FOR THE Jackson County
EDUCATION ASSOCIATION

LIST OF ISSUES SUBMITTED TO
ISSUE-BY-ISSUE, LAST-BEST-OFFER
FACTFINDING

1. Salary and Work Year
2. Dental Insurance
3. Insurance Option
4. Association Business Days
5. Corrections of Factual Errors in Evaluations
6. Seniority as Basis for Lay-off
7. Workshop Allowance
8. Grievance Exclusions
9. Professional Advantage

BOARD POSITION:

PROPOSED APPENDIX A
Professional Compensation - Salary Index1977-78

Step	Non-Certified Assist.		Certificated				
	Teacher	Phys. Ther.	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	5042	6370	10724	11513	12304	12981	13658
2	5538	6914	11338	12214	13034	13753	14482
3	6033	7458	11952	12913	13766	14524	15306
4	6528	8002	12567	13613	14495	15295	16130
5	7023	8545	13182	14313	15226	16067	16954
6	7519	9089	13797	15047	17957	16839	17778
7	8013	9632	14411	15712	16688	17611	18602
8	8508	10176	15026	16413	17417	18381	19426
9			15640	17112	18148	19154	20250
10			16255	17812	18879	19925	21074
11			16869	18512	19610	20697	21898
12			17485	19212	20341	21469	22722

1978-79

1	5307	6704	11287	12117	12950	13663	14375
2	5829	7277	11933	12855	13718	14475	15242
3	6350	7850	12579	13591	14489	15287	16110
4	6871	8422	13227	14328	15256	16098	16977
5	7392	8994	13874	15064	16025	16911	17844
6	7914	9566	14521	15837	16795	17723	18711
7	8434	10138	15168	16537	17564	18536	19579
8	8955	10710	15815	17275	18331	19346	20446
9			16461	18010	19101	20160	21313
10			17108	18747	19870	20971	22180
11			17755	19484	20640	21784	23048
12			18403	20221	21409	22596	23915

1979-80

1	5599	7073	11908	12783	13662	14414	15166
2	6150	7677	12589	13562	14472	15271	16080
3	6699	8282	13271	14339	15286	16128	16996
4	7249	8885	13954	15116	16095	16983	17911
5	7799	9489	14637	15893	16906	17841	18825
6	8349	10092	15320	16708	17719	18698	19740
7	8898	10696	16002	17447	18530	19555	20656
8	9448	11299	16685	18225	19339	20410	21571
9			17366	19001	20152	21269	22485
10			18049	19778	20963	22124	23400
11			18732	20556	21775	22982	24316
12			19415	21333	22586	23839	25230

Level 1 - Bachelor's Degree

Level 2 - Master's Degree or 30 Semester Hours of Graduate Work

Level 3 - 60 Semester Hours of Graduate Work

Level 4 - 90 Semester Hours of Graduate Work

Level 5 - Doctor's Degree

ISSUE #1: SALARY AND WORK YEAR

ASSOCIATION POSITION:

	<u>Teachers</u>	<u>Teacher Assistants</u>
* 77-78	7%	8%
* 78-79	7%	8%
* 79-80	7%	8%
	or	
* 77-78	7%	8%
* 78-79	COLA	COLA + 1%
* 79-80	COLA	COLA + 1%

METHOD FOR COLA DETERMINATION

1. For 1978-79, each step of the salary schedule shall be increased by a percent equal to the increase in the Consumer Price Index for Detroit measured from July 1, 1977 thru June 30, 1978, but in no case shall the applied increase be less than 6% nor more than 8%.
 2. For 1979-80, each step of the salary schedule shall be increased by a percent equal to the increase in the Consumer Price Index for Detroit measured from July 1, 1978 thru June 30, 1979, but in no case shall the applied increase be less than 6% nor more than 8%.
 3. For 1978-79 and 1979-80, each step of the non-certified salary lanes shall be increased by one percent (1%) each year after the above COLA increases have been applied.
- * The work year shall consist of 185 days plus twenty-five (25) additional hours of in-service training. Beginning with the 1978-79 school year, the Board shall publish the dates and topics of in-service programs no later than September 15th. Employees who do not desire to attend an in-service session(s) and who so notify their supervisor in writing by October 1st shall be granted a leave of absence without pay for said sessions, and their annual salaries shall be adjusted accordingly.

WORK YEAR

1977-78 - 185 days and 10 additional hours of in-service
1978-79 - 185 days and 5 additional hours of in-service
1979-80 - 185 days and no additional hours of in-service

Each department shall have the responsibility for developing and implementing an on-going In-Service Training Program. The department administrator with the cooperation and involvement of his/her respective staff shall provide activities and experiences which reflect the professional development needs of their department. When appropriate, other JCISD staff may be invited to participate and/or attend.

ISSUE #2: DENTAL INSURANCE

ASSOCIATION POSITION:

Delta Dental Plan E-07 for all

BOARD POSITION:

Delta Dental Plan A-01 for all

ISSUE #3: INSURANCE OPTION

ASSOCIATION POSITION:

For not taking health insurance an employee would additionally receive:

- \$5,000 life
- \$25.00/month to be applied to annuities and/or MESSA options.

BOARD POSITION:

For not taking health insurance an employee would additionally receive:

-- \$10,000 life

ISSUE #4: ASSOCIATION BUSINESS DAYS

ASSOCIATION POSITION:

- H. At the beginning of each school year the Association shall be credited with five (5) days to be used by the J.I.E.A. President or his/her designee for Association business. The Association agrees to reimburse the district for the cost of the substitute if needed.

BOARD POSITION:

- H. At the beginning of each school year the Association shall be credited with a total of five (5) days to be used by employees who are officers of J.I.E.A., provided the Association reimburse the Board for the salary of the employee. In no case shall such leave be granted to support a strike.

ISSUE #5: CORRECTION OF FACTUAL ERRORS IN EVALUATIONS

ASSOCIATION POSITION:

B.

- 7. If any information within the evaluation is in factual error, it shall be corrected.

BOARD POSITION:

No

ISSUE #6: SENIORITY AS BASIS FOR LAY-OFF

ASSOCIATION POSITION:

Lay-off shall be by:

First releasing probationary employees, least senior first, provided the remaining employees are qualified and certified to fill the remaining positions.

If further reduction is necessary, continuing or tenured employees may be laid off, least senior first, provided there are no probationary employees still employed in positions for which the tenured employee is certified and qualified.

BOARD POSITION:

Lay-off shall be by:

First releasing those employees not meeting the Michigan Department of Education standards for reimbursable programs.

If reduction is still necessary, then by releasing probationary employees in accordance with the following factors: certification, qualifications, evaluations, and length of service. Length of service shall be used when the other factors are equal.

If reduction is still necessary, then employees within the specific service area being reduced will be released in accordance with the following factors: certification, qualifications, evaluations, and length of service.

ISSUE #7: WORKSHOP ALLOWANCE

ASSOCIATION POSITION:

- D. The Board or its' designee shall consult with a committee from the Association and shall determine which individual employees, programs, and/or departments should be targeted for any workshop/conference funds that might become available for that school year. The Board shall submit a prioritized list of said targets to the Association President no later than September 15th of each year and shall distribute any available funds in accordance with the list of priorities. The criteria for targeting shall be: the need for individual professional growth, recency of other workshop/conference attendance, and other special needs as identified by the Board and/or Association.

BOARD POSITION:

No

ISSUE #8: GRIEVANCE EXCLUSIONS

ASSOCIATION POSITION:

- B. The termination of an employee covered by the Michigan Tenure Act, the refusal of the Board to reassign an employee, the placing of any non-tenure employee or probationary employee on a third year of probation, the evaluator's subjective assessment of any employee, or any grievance for which an employee applies for redress as provided under the Tenure Act shall be matters excluded from consideration under the grievance procedure set forth in this Agreement.

It is not the intention of the language in this section to exclude from the grievance procedure any rights an employee may have under A above with respect to evaluation procedures contained in Article IX.

Delete current language that reads:

5. The arbitrator shall have no power to rule on any of the following:
- a. The termination of services of or failure to re-employ a probationary employee.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. The termination of services or failure to re-employ any employee to a position other than his basic position.
 - d. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session, of 1937 of Michigan as amended).

BOARD POSITION:

- B. The termination of employment of an employee, the refusal to re-employ any employee, the refusal of the Board to re-assign an employee, the placing of any non-tenure employee on a third year of probation, the evaluation of any employee, or any grievance for which redress is provided under the Tenure Act shall be matters excluded from consideration under the grievance procedure set forth in this Agreement.
5. The arbitrator shall have no power to rule on any of the following:
- a. The termination of services or of failure to re-employ a probationary employee.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. The termination of services or failure to re-employ any employee to a position other than his basic position.

BOARD POSITION: (cont'd)

- d. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session, of 1937 of Michigan as amended).

ISSUE #9: PROFESSIONAL ADVANTAGE

ASSOCIATION POSITION:

- D. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the employee and the Association.

BOARD POSITION:

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