

BUILDING REPRESENTATIVES HANDBOOK

**Dearborn Federation of
Teachers, AFT Local 681
AFL-CIO**

TO THE NUMBER ONE PERSON IN THE UNION

THE BUILDING REPRESENTATIVE

As the DFT Building Representative, you are a vital link between the members in your building and the Union Executive Board. Your main job is to enlighten, inform, and interest members; to impart the spirit of Federation policies and ideas; and to bring suggestions and concerns from the members to the Executive Board. Distribution of materials is only one part of the job.

Read the handbook and keep it available for reference. Feel free to let others read it too.

The importance to the Federation of the job, which you do, cannot be overstated. The effectiveness of its representatives in the schools is, in fact, an accurate measure of the Federation's effectiveness.

It is through your effort that the Dearborn Federation of Teachers has become a very effective teachers' union and a powerful force in educational decision-making in the community.

BUILDING REPRESENTATIVES HANDBOOK

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BUILDING REPRESENTATIVES HANDBOOK

PART 1 – Duties of a Building Representative

ROLES AND RESPONSIBILITIES OF THE BUILDING REPRESENTATIVE/STEWARD

A major purpose of unionism is to win for employees/members a share of power at the worksite. In order for this idea to become a reality, it is necessary that employees in each school, department, building, or agency office be led by a union steward (Building Representative) who represents their interests to management and the union leadership. This individual also helps to solve their day-to-day problems on the job and involves them in the activities of the union.

THERE ARE FOUR MAJOR ROLES OF A BUILDING REPRESENTATIVE/STEWARD:

I. THE WORKSITE LEADER

- A. Is a visible representative of the union.
- B. Holds worksite meetings.
- C. Gets union people to serve on committees.
- D. Welcomes new employees.
- E. Discusses important issues.
- F. Represents members at the Executive Board level.

II. THE COMMUNICATOR

- A. Distributes newsletters and flyers.
- B. Maintains a bulletin board.
- C. Collects literature, memos, bulletins of the opposing organization or management.
- D. Activates a worksite telephone tree.
- E. Informs members of political or policy positions.

III. THE PROBLEM SOLVER

- A. Investigates possible grievances.
- B. Identifies worksite problems.
- C. Involves members in professional issues.

IV. THE UNION BUILDER

- A. Recruit members.
- B. Collect PAC donations.
- C. Recruits volunteers for political campaigns.
- D. Secures support for legislative activities.
- E. Develops a worksite union committee.

Ease the load. Persuade other that it is in their self-interest to support and be involved in the federation's worksite efforts.

PRIORITY DUTIES OF THE BUILDING REPRESENTATIVE

- Attend all General Membership and Building Representative meetings. Elect or **appoint an alternate** to attend meetings whenever it is impossible for you to attend.
- Serve on Elementary Building Academic Enrichment Fund.
- Build the Union at your building by increasing member commitment and participation.
- Work to empower members to **work together to resolve issues**
- **Listen** to individual and group grievances. You may be called in on the informal conference stage of the grievance procedure.
- Provide for the election of the Building Representative at the May building meeting. Notify the DFT office as to the person elected. The Building Representative officially takes office in September.
- Notify the DFT office of extended illness or death of one of your building members or the death of one of the member's immediate family.
- Be responsible for the prompt distribution of Federation materials.
- As the official representative of the Federation in your school, you should preside at the building meetings. For Elementary teachers, the third Monday of each month will be reserved for union building meetings. For Secondary teachers, union building meetings will take place on a day determined by the Building Rep. Post notices of meetings and **distribute agendas before meetings**. If special building meetings are necessary, they cannot be called on days when faculty or departmental meetings are regularly scheduled.

GENERAL DUTIES OF A BUILDING REPRESENTATIVE

As the official representative of the Federation in your school, you should:

- **Be familiar with the DFT contract, school policies, and Federation matters.**
 - Keep your colleagues informed about DFT, AFT Michigan, and AFT activities and Federation business discussed at the Building Representatives' meetings. Post notices of interest.
 - **Attend School Board meetings, whenever possible, and encourage members in your building to attend.**
 - Keep the DFT office informed of all real and potential problem areas and grievance situations. Supply requested information. The Executive Vice President of the DFT Executive Board is the Grievance Officer.
 - Maintain the permanent file of Federation communications.
 - Encourage members to attend all Federation meetings. Personally invite newly hired teachers to attend the Annual Fall Party.
 - When money is needed for the political action fund and other fundraising drives, contact each member personally or delegate some of the responsibility.
 - Enlist the help of your building membership to aid you with Federation activities. Keep your members involved.
 - **Meet monthly with the Building Administrator in order to resolve problems before they arise.**
- “ Upon request, the building administrator will meet informally with the Union building representative on matters relating to the implementation of this Agreement or other matters of mutual concern. Such meetings will not exceed one per month except by mutual agreement.” (XLIII)

FACTS ON PARLIAMENTARY PROCEDURE

I. PURPOSES OF PARLIAMENTARY PROCEDURE

- A. To determine the will of the majority.
- B. To protect the rights of the minority.
- C. To aid orderly debate and decision making.

II. HOW TO MAKE A MOTION

- A. Speaker must be recognized by the chairperson.
- B. Present motion before speaking on the subject.
- C. Use form, "I move..."; avoid "I make a move to..." or "I make a motion that..."
- D. Motion is "seconded" (certain motions need no second --- see chart)
- E. Motion is debated; all debate must relate to the subject matter of the specific motion on the floor.

III. KINDS OF MOTIONS

- A. Main Motion – a proposal for action by the assembly.
- B. Subsidiary Motions – used to modify or dispose of motions by speeding up voting, delaying action upon them to a committee.
- C. Incidental Motions – handle matters that must be settled before the motions out of which they came can be voted on.
- D. Privileged Motions – deal with the needs and privileges of the members.

IV. ORDER OF PRECEDENCE

- A. Only one item of business is handled at a time.
- B. A different priority for consideration is given to each motion or type of motion.
- C. A motion with priority over another must be decided first.

FREQUENTLY USED PARLIAMENTARY MOTIONS
(Listed in the order of Precedence)

TYPE	MOTION	PURPOSE	MAY INTER- RUPT A SPEAKER?	2ND REQ ?	DEBAT- ABLE ?	AMEND ABLE?	VOTE REQUI RED?
SUBSIDIARY	9. To lay on the table	To defer action	No	Yes	No	No	Majority
	8. To call the previous question	To force an immediate vote	No	Yes	No	No	Two-Thirds
	7. To limit or extend debate	To modify freedom of debate	No	Yes	No	Yes	Two-Thirds
	6. To postpone to a definite time	To defer action	No	Yes	Yes	Yes	Majority
	5. To refer to a committee	For further study	No	Yes	Yes	Yes	Majority
	4. To amend an amendment	To modify an amendment	No	Yes	Yes	No	Majority
	3. To amend	To modify a motion	No	Yes	Yes	Yes	Majority
	2. To postpone indefinitely	To suppress action	No	Yes	Yes	No	Majority
MAIN	1. Main motion	To introduce business	No	Yes	Yes	Yes	Majority

FREQUENTLY USED PARLIAMENTARY MOTIONS
(Listed in the order of precedence)

TYPE	MOTION	PURPOSE	MAY INTERRUPT A SPEAKER?	2 RD REQ ?	DEBATE- ABLE ?	AMEND- ABLE?	VOTE REQUIRED?
PRIVILEGED	20. Fix time for Reassembling	-To arrange time for next meeting	No	Yes	No	Yes	Majority
	19. Adjourn	-To dismiss the meeting	No	Yes	No	No	Majority
	18. To recess	-To dismiss the meeting for a specific length of time	No	Yes	No	Yes	Majority
	17. Rise to a question of privilege	-To make a personal request during debate	Yes	No	No	No	Decision of Chair
	16. Call for the orders of the day	-To force consideration of a postponed motion	Yes	No	No	No	Decision of Chair
	INCIDENTAL	15. Appeal a decision of the chair	-To reverse the decision of the chairperson	Yes	Yes	No	No
14. Rise to a Point of Order or Parliamentary Inquiry		-To correct a parliamentary error or ask a question	Yes	No	No	No	Decision of Chair
13. To call for division of assembly		-To verify a voice vote	Yes	No	No	No	Majority
12. Object to the consideration of a question		-To suppress action	Yes	No	No	No	Two-Thirds
11. Leave to withdraw a motion		-To allow the maker of a motion to withdraw it	No	No	No	No	Majority
10. To suspend the rules		-To take action contrary to standing rules	No	Yes	No	No	Two-Thirds

BUILDING REPRESENTATIVES HANDBOOK

PART 2 – Helpful Building Rep Resources

PROCEDURE FOR NON-GRIEVABLE ISSUES WITH ADMINISTRATION

There are times when the behavior of administrators is not against our contract, but in the opinion of an employee, fails to recognize the basic dignity of any individual with whom they interact in the performance of duties. Only violations of the written contract are grievable, so, many teachers mistakenly feel they have no recourse when they have concerns with the way they have been treated. The following guidelines explain your options.

- ❖ Request to meet with the administrator to discuss your concerns. You may request a union representative be present at the meeting. Please note that the administrator may also have union representation, and either party may request the presence of the Human Resources director at the meeting. The request to meet should inform the administrator that the purpose of this meeting is to communicate your concerns. Your concerns should be detailed in order for the administrator to be prepared to take part in the discussion.
- ❖ If the situation is not resolved, a formal complaint may be filed with the Human Resources director per Administrative Guideline 3362 in compliance with Board Policy 3362.

Dearborn Public Schools

Bylaws & Policies

3362 - HARASSMENT OF STAFF OR APPLICANTS

Harassment of staff (including those who volunteer their services) or applicants for employment is prohibited, and will not be tolerated. This includes inappropriate conduct by any person in the school environment, including other employees, Board members, parents, guests, teachers, contractors, vendors, and volunteers. It is the policy of the District to provide a safe, positive work environment free of harassment for its entire staff.

Harassment through any means, including electronically transmitted methods (e.g., internet, telephone or cell phone, personal digital assistant (PDA), computer or wireless hand held device), may be subject to District disciplinary procedures. Such behavior is considered harassment whether it takes place on or off school property, at any school-sponsored function, or in a school vehicle if it is considered to have a negative impact on the school environment.

Harassment is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a staff member's ability to perform his/her job. This would include harassment based on any of the legally protected characteristics, such as sex, race, color, national origin, religion, age, height, weight, marital status or disability. This policy, however, is not limited to these legal categories and includes any improper harassment that would negatively impact a staff member. This would include such activities as stalking and unwelcome taunting, teasing, or intimidation.

Any staff member or applicant who believes s/he has been or is the victim of harassment should immediately report the situation to his/her immediate supervisor or the District Compliance Officer

at 313-827-3068. If the complaint relates to either of those individuals, the complaint may be filed with the Superintendent, who may be reached at 313-827-3022. If the complaint relates to the Superintendent, it should be filed directly with the Board President. All complaints will be investigated.

Every staff member **must** report any situation that they believe to be harassment. Reports may be made to those identified above.

The investigation will be handled as confidentially as possible under the circumstances. The need to interview the witnesses and the offending individual(s), however, does not allow for total confidentiality in this process. The investigation will be conducted in accordance with AG 3362.

If the investigation finds harassment occurred it will result in prompt and appropriate remedial action. This may include up to expulsion for students, up to discharge for employees, exclusion for parents, guests, volunteers and contractors, and removal from any officer position and/or a request to resign for Board members.

Retaliation against any person for complaining about harassment, or participating in a harassment investigation, is prohibited. Suspected retaliation should be reported in the same manner as harassment. Intentionally false harassment reports, made to get someone in trouble, are also prohibited. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

The following definitions are provided for guidance only. If a staff member or other individual believes there has been harassment, regardless of whether it fits a particular definition, s/he should report it and allow administration to determine the appropriate course of action.

Harassment

- A. submission to such unwelcome conduct or communication is made either an explicit or implicit condition of employment with the School District;
- B. submission to, or rejection of, the unwelcome conduct or communication is used as the basis for a decision to exclude, expel, or limit the harassed employee in the terms, conditions, or privileges of employment with the School District;
- C. The unwelcome conduct or communication interferes with the employee's work performance, creates an intimidating, hostile or offensive environment, or otherwise adversely affects the employee's ability to perform.

Sexual Harassment may include, but is not limited to:

- A. verbal harassment or abuse;
- B. pressure for sexual activity;
- C. repeated remarks with sexual or demanding implications;
- D. unwelcome touching;
- E. sexual jokes, posters, cartoons, etc.;
- F. suggesting or demanding sexual involvement, accompanied by implied or explicit

threats concerning one's safety, job, or performance of public duties.

Notification

Notice of this policy will be **annually** circulated to all school buildings and departments within the District and discussed with staff, as well as incorporated into the teacher, student and parent/guardian handbooks. State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires of the District will be required to review and sign off on this policy and the related complaint procedure.

This policy is not intended to create legal rights or obligations beyond those established by Federal, State, or local law.

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et. seq.
42 U.S.C. 2000e et. seq.
Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et. seq.
Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.
The Handicappers' Civil Rights Act, M.C.L.A. 37.1101 et. seq.
The Elliott-Larsen Civil Rights Act, M.C.L.A. 37.2101, et. seq.
Policies on Bullying, Michigan State Board of Education, 7-19-01
Model Anti-bullying Policy, Michigan State Board of Education, 09-2006

Revised 3/97
Revised 12/98
Revised 4/03
Revised 4/2/07

Dearborn Public Schools Administrative Guidelines

3362 - REPORTING SEXUAL AND OTHER FORMS OF HARASSMENT

Conduct constituting sexual harassment may take different forms, including but not limited to the following:

SEXUAL HARASSMENT

A. Verbal:

The making of offensive written or oral sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats, or propositions toward a fellow staff member, student, or other person associated with the District.

B. Non-Verbal:

Causing the placement of offensive sexually suggestive objects, pictures, or graphic commentaries in the school environment or the making of offensive sexually

suggestive or insulting gestures, sounds, leering, whistling, and the like to a fellow staff member, student, or other person associated with the District.

C. Physical Contact:

Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, pushing the body, or coerced sexual intercourse with a fellow staff member, student, or other person associated with the District.

Gender/Ethnic/Religious/DISABILITY/HEIGHT/WEIGHT Harassment

A. Verbal:

Written or oral innuendos, comments, jokes, insults, threats, or disparaging remarks concerning a person's gender, national origin, religious beliefs, etc. that are offensive to a fellow staff member, student, or other person associated with the District.

B. Non-Verbal:

Placing objects, pictures, or graphic commentaries in the school environment or making insulting or threatening gestures that are offensive to a fellow staff member, student, or other person associated with the District.

Any staff member who believes that s/he is the victim of any of the above actions or has observed such actions taken by a supervisor, co-worker, student, or other person associated with the District such as a vendor, contractor, volunteer, or school official should promptly take the following steps:

- A. If the alleged harasser is the staff member's supervisor, the affected employee should, as soon as possible after the incident, contact the Director of Human Resources.
- B. If the alleged harasser is not the staff member's supervisor, the affected staff member should, as soon as possible after the incident, contact his/her supervisor.
- C. If the harasser is a student of the District, the supervisor, if not the student's principal, should immediately inform the student's principal of the alleged harassment.

The staff member may make contact either by a written report or by telephone or personal visit. During this contact, the reporting staff member should provide the name of the person(s) whom s/he believes to be responsible for the harassment and the nature of the harassing incident(s). A written summary of each such report is to be prepared promptly by the staff member receiving the report and forwarded to the Director of Human Resources.

Each report received by the supervisor or Director of Human Resources as provided above, shall be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or in the context of a legal or administrative proceeding. No one involved is to discuss the subject outside of the investigation.

The purpose of this provision is to:

- A. protect the confidentiality of the staff member who files a complaint;

- B. encourage the reporting of any incidents of harassment;
- C. protect the reputation of any party wrongfully charged with harassment.

Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.

If the investigation reveals that the complaint is valid, then prompt, appropriate remedial and/or disciplinary action will be taken immediately to prevent the continuance of the harassment or its recurrence. Any form of sexual harassment is considered a form of child abuse and the abuser must be reported immediately in accordance with AG 8462.

The District recognizes that determining whether a particular action or incident is harassment or, conversely, is reflective of a social relationship without a discriminatory or intimidating intent or effect must be based on all of the facts in the matter. Given the nature of this type of intimidation, the District recognizes that false accusations of harassment can have serious effects on innocent individuals. Accordingly, all staff members are expected to act responsibly, honestly, and with the utmost candor whenever they present harassment allegations or charges against fellow staff members, students, or others associated with the District.

- ❖ By simply filing a complaint, you are protecting yourself because there is a record of your concerns. Even if one complaint is determined unwarranted, it may help to show a pattern if another complaint is filed in the future
- ❖ A tenured teacher cannot lose their job if they file a complaint. Many express fear of retaliation if they file a complaint, so that needs to be included in the complaint. Therefore, if it happens, it is already on file and can be dealt with immediately.
- ❖ Individual complaints are, typically, better than group complaints. Having numerous complaints on file for an administrator provides a stronger impact than one complaint signed by numerous individuals. The perception, the visual and the investigative time required could have a stronger impact.
- ❖ Policy #3362, 3362.01 and 3362.02 pertain to harassment, threatening behavior and work place safety. All the district policies can be found on the district website. If you aren't sure if your concerns are warranted, read these policies. If you find yourself thinking they were written for you, then you may be a victim.
- ❖ The DFT office has handouts on bullying in the workplace that we can provide to you.
- ❖ A formal complaint must be filed by the person with the complaint. This cannot be done for you by the DFT. However, we are here to support you in any way we can.
- ❖ DOCUMENT, DOCUMENT, DOCUMENT



Dearborn Public Schools

Effective Discipline and Due Process

Overview

All Dearborn Public School employees are expected to perform their job duties effectively and follow all rules, policies, guidelines and directives of the Dearborn Board of Education or appropriate supervisory staff. Effective job performance of all staff is necessary to meet the mission of the Dearborn Public Schools - to educate all students to high academic standards within a safe, stimulating environment and ensure they are prepared to become productive citizens.

Whenever an employee fails to perform effectively or to follow rules, policies, guidelines or directives, it is incumbent on the employee's immediate or higher level supervisor to take appropriate corrective action. All corrective action should be appropriate based on the facts and circumstances involved in the matter.

The goal of effective discipline is to correct inappropriate behavior and prevent it from reoccurring. In many situations supervisors simply need to call the issue to the attention of the employee and no formal disciplinary actions are necessary. This "informal" discipline typically takes the form of a verbal discussion or a written instruction addressing the matter and stressing that further occurrences may result in "formal" disciplinary action.

Often times it is important to demonstrate that an incident has occurred, was investigated and corrective actions have been taken. If an investigation results in formal disciplinary action, documentation of the discipline must be placed in the employee's personnel file. Employees have the right to grieve discipline in accordance with their collective bargaining agreement. Any informal discipline of a union employee and any discipline issued to a non-union employee may also be contested by the employee under the Bullard-Plawecki Employee Right to Know Act (Act 397 of 1978 - MCL 423.500-512). A copy on the Bullard-Plawecki act is attached in appendix A.

In situations where formal discipline is being considered, it is imperative that due process is followed. Employees belonging to a collective bargaining unit are afforded Weingarten Rights allowing the presence of a union representative during investigatory interviews which will likely lead to discipline. It is the employee's responsibility to contact their union to request representation. Information on Weingarten rights are attached in appendix B.

Supervisors considering formal discipline may wish to consult with Human Resources prior to conducting an investigation or issuing discipline. As the central repository for all formal discipline, Human Resources staff can give guidance on what discipline is appropriate for the situation. Prior discipline of the employee is maintained in the personnel file and should be considered. Human Resources staff may also assist in or conduct the investigation process.

In accordance with district policy the Human Resources Office is responsible for coordinating investigations of harassment complaints. Human Resources may also be asked to investigate other high profile cases.

In situations where discipline may result in suspension or termination, all non-probationary employees are to be provided a pre-disciplinary hearing in accordance with the Cleveland Board of Education v. Loudermill Supreme Court case. Human Resources **shall** be involved in any pre-disciplinary hearing that could lead to suspension or termination. Information on Loudermill rights are attached in Appendix C.

Basic Concepts

Discipline is prompt – Employee problems should be addressed quickly. Supervisors should avoid unnecessary delay and should not stack multiple infractions into one disciplinary action unless multiple infractions happen in close proximity. The sooner the issues are addressed the more opportunity the employee will have to avoid future occurrences. Supervisors should balance the need to afford prompt discipline with the need to conduct a thorough investigation.

Discipline is proportionate – First discipline should be progressive unless the occurrence giving rise to the discipline is serious enough to warrant stronger action right away. In many cases the employee will receive informal corrective action such as coaching or instructional memos. Employees who fail to conform after notice should receive progressively stronger discipline moving from non-punitive written reprimands through to punitive measures. Punitive measures include various levels of suspension and potentially termination. In considering the level of discipline the supervisor should take into consideration the seriousness of the infraction, prior discipline for similar or related rule violations and other factors. Other factors to consider are direct harm to students or others, a willful disregard for rules or gross negligence.

Progressive Disciplinary Levels:

- Coaching/Counseling – Informal - No record in personnel file
- Meeting Confirmation Memo – A record of a meeting where an incident was discussed but did not result in formal discipline – written documentation placed in personnel file
- Verbal warning (with written documentation) – Copy to personnel file
- Written reprimand - Copy to personnel file
- Disciplinary time off of 1-3 Days - Copy to personnel file
- Disciplinary time off of 5-14 days - Copy to personnel file
- Disciplinary time off of up to 30 days – Copy to personnel file
- Demotion or involuntary transfer
- Termination - Copy to personnel file

NOTE - There is no requirement that each level of discipline must move one step at a time.

Discipline is consistent – The punishment should fit the offense and be assessed based on factors including nature of the offense, the employee's past record, length of service, knowledge of the standards or rules and any extenuating circumstances leading up to the infraction. If lesser or greater levels of discipline are issued the record should indicate the basis for the difference.

A thorough investigation and gathering of the facts – In issuing discipline the employer has the burden of proof. While the standard of proof for criminal conviction is "beyond a reasonable doubt" the burden of proof for employee discipline is generally a lesser standard. Depending on the issue at hand the burden may be: a "preponderance of the evidence"; "just cause standard"; or simply "not arbitrary or capricious". It is advisable to contact Human Resources for guidance as to what the standard of proof would be applied should the discipline be challenged by the employee. A more detailed explanation of the Standards of Proof is provided further in this document.

On occasion it may be necessary to suspend or remove an employee from their duties pending an investigation. In order to protect students and coworkers from potential harm, it is better to remove an employee from duty than to keep the employee in their normal work environment. In nearly all situations the employee is placed on paid administrative leave. The employee should be told to remain available for contact during their paid administrative leave.

Allow the Employee and Union an opportunity to be heard – Both Weingarten and Loudermill rights give the employee and their union an opportunity for participation and input in the investigation and disciplinary process. If an employee requests to have a union representative during an investigatory interview the interview shall be delayed until arrangements can be made to have a union representative present. Supervisors should provide an employee with written documentation and notice of any charges being made against the employee and scheduled hearing dates. A minimum of 24 hours shall be allowed between the issuing of charges and a pre-disciplinary hearing.

Consider allowing other supervisors to provide input into the decision – in some situations employees report to other supervisors or have had others who have in the past supervised the employee. For discipline to be effective it is advisable to consult with others as to the proper level of discipline necessary to affect positive change.

Documentation

All formal discipline must be maintained in the employee's personnel folder in the Human Resources office. All records maintained in the employee's personnel folder shall be maintained in accordance with the Bullard-Plawecki Employee Right to Know Act (Act 397 of 1978 – MCL 423.500-512).

Supervisors may maintain a record of "informal" discipline as referenced above. These records are kept in the sole possession of the maker of the record and are not accessible or shared with other persons. Records kept by supervisors may be added to the employee's personnel file provided it is done so within 6 months of the occurrence. The employee shall be notified if a supervisor adds a record to the employee's personnel file.

Employees have the right to add a written statement to any disciplinary statement contained in their personnel folder. In accordance with the Bullard-Plawecki right to know act (Act 397 of 1978, MCL 423.505) the employee's written statement is limited to five sheets of 8.5" x 11" paper.

When documenting a performance problem it may be helpful to give instructions on proper behavior or develop, along with the employee, a performance improvement plan. Most effective performance improvement plans include expectations of the supervisor and additional training or resources to be provided to assure improvement. If a performance improvement plan is developed it is essential that the supervisor provide follow up to the employee on their progress.

Types of Meetings/Hearings

During the investigation and disciplinary process there are several types of meetings in which an employee may be requested or compelled to attend. Some of these meetings are part of the due process procedures and afford the employee rights to representation others are optional for the employee.

Investigatory meetings – A supervisor or assigned investigator may question a union employee at any time for any valid reason. Should the purpose of the investigation be to obtain information which could be used as the basis for discipline or asks an employee to defend his or her conduct, an employee has a right to a union representative. This is known as a Weingarten right and is covered in more detail in appendix A. It is the employee's responsibility to ask for representation. Managers should advise the employee of the purpose of any investigatory meeting.

An employee who is called as a witness who is not the subject of the investigation is not entitled to representation. Should a witness request representation, investigators may want to allow a representative to protect the investigation should information be obtained that may, unknowingly, lead to discipline of the witness.

Pre-Disciplinary Hearing – Once an investigation has reached the level where charges are being made, an employee facing potential unpaid suspension or discharge is entitled to a pre-disciplinary hearing. The purpose of the hearing is to afford the employee an opportunity to review the charges and provide a response. This hearing is afforded all non-probationary public employees under the 5th amendment of the US constitution. This hearing is referred by many as a Loudermill hearing and is covered in more detail in Appendix B.

Some supervisors may want to afford an employee not facing discharge or unpaid time off with a pre-disciplinary hearing prior to issuing discipline. With the goal of issuing effective corrective discipline, it is important to afford an employee an opportunity to be heard and respond to charges prior to the issuance of discipline. Although not required, allowing an employee an opportunity to give a statement prior to a final decision can make the corrective discipline more effective. The allowance of a pre-disciplinary statement by the employee can also open up constructive communication and reduce the likelihood of a grievance or other challenge to the discipline.

Post Disciplinary Procedures

After an employee is issued discipline they may exercise their rights under their collective bargaining agreement to grieve the discipline. The employee's collective bargaining agreement will dictate the procedure in each grievance step. In the event a grievance reaches the arbitration phase the burden of proof is placed on the employer.

Regardless of the outcome of any grievance procedure an employee has the right to add a written statement to any disciplinary statement contained in their personnel folder.

Under the Michigan Teacher Tenure Act (Recently revised) tenured school teachers are allowed to appeal time off discipline of 15 or more consecutive days or 30 or more total days in a school year.

Standards of Proof

When issuing and defending disciplinary actions against an employee the burden of proof is on the employer. Those standards may be somewhat subjective and may vary based on the seriousness of the infraction and the level of discipline. The standard of proof is sometimes established by union contract or state law. The hearing officer may also determine the standard of proof. The following are the most common standards of proof:

Beyond a reasonable doubt. Part of jury instructions in all criminal trials, in which the jurors are told that they can only find the defendant guilty if they are convinced "beyond a reasonable doubt" of his or her guilt. Sometimes referred to as "to a moral certainty," the phrase is fraught with uncertainty as to meaning, but try: "you better be damned sure." By comparison it is meant to be a tougher standard than "preponderance of the evidence" used as a test to give judgment to a plaintiff in a civil (non-criminal) case

Preponderance of the evidence The greater weight of the evidence required in a civil (non-criminal) lawsuit for the Trier of fact (jury or judge without a jury) to decide in favor of one side or the other. This preponderance is based on the more convincing evidence and its probable truth or accuracy, and not on the amount of evidence. Thus, one clearly knowledgeable witness may provide a preponderance of evidence over a dozen witnesses with hazy testimony, or a signed agreement with definite terms may outweigh opinions or speculation about what the parties intended. Preponderance of the evidence is required in a civil case and is contrasted with "beyond a reasonable doubt," which is the more severe test of evidence required to convict in a criminal trial. No matter what the definition stated in various legal opinions, the meaning is somewhat subjective.

Just Cause Standard - A reasonable and lawful ground for action.

Appearing in statutes, contracts, and court decisions, the term *just cause* refers to a standard of reasonableness used to evaluate a person's actions in a given set of circumstances. If a person acts with just cause, her or his actions are based on reasonable grounds and committed in Good Faith. Whether just cause exists must be determined by the courts through an evaluation of the facts in

each case. For example, in *Dubois v. Gentry*, 182 Tenn. 103, 184 S.W. 2d 369 (1945), the Supreme Court of Tennessee faced the question of whether a plaintiff who leased a filling station had acted with just cause in terminating a lease contract. The defendant station owner argued that the plaintiff had no right under the terms of the lease to terminate it. The court found that the plaintiff had just cause to terminate the lease because the effort supporting World War II had created an employee shortage and wartime rationing had placed restrictions on gasoline and automobile parts, making it unprofitable to operate the station.

The term *just cause* frequently appears in Employment Law. Employment disputes often involve the issue of whether an employee's actions constituted just cause for discipline or termination. If the employer was required to have just cause for its action and punished the worker without just cause, a court may order the employer to compensate the worker. LABOR UNIONS typically negotiate for a contract provision stating that an employee cannot be fired absent just cause.

Seven Tests for Just Cause

1. Was the employee adequately forewarned of the consequences of his conduct? The warning may be given orally or in printed form. An exception may be made for certain conduct such as insubordination, drinking on the job or coming to work drunk or on drugs.
2. Was the employer's rule reasonably related to efficient and safe operations?
3. Did management investigate before administering discipline and did the employee violate a rule or order?
4. Was the investigation fair, thorough and objective?
5. Did the investigation produce substantial evidence of guilt?
6. Were the rules orders and penalties applied evenhandedly?
7. Was the penalty reasonably related to the seriousness of the offense and the employee's past record?

Arbitrary and Capricious means doing something according to one's will or caprice and therefore conveying a notion of a tendency to abuse the possession of power.

In U.S this is one of the basic standards for review of appeals. Under the "arbitrary and capricious" standard, the finding of a lower court will not be disturbed unless it has no reasonable basis. When a judge makes a decision without reasonable grounds or adequate consideration of the circumstances, it is said to be arbitrary and capricious and can be invalidated by an appellate court on that ground. In other words there should be absence of a rational connection between the facts found and the choice made. There should be a clear error of judgment; an action not based upon consideration of relevant factors and so is arbitrary, capricious, an abuse of discretion or otherwise

not in accordance with law or if it was taken without observance of procedure required by law. [Natural Resources Defense Council, Inc. v. United States EPA, 966 F.2d 1292, 1297 (9th Cir. 1992)] There is, however, no set standard for what constitutes an arbitrary and capricious decision.

Recent Change in the Michigan Tenure Act (2011) sets the burden of proof for disciplinary action taken against a teacher as "Not Arbitrary and Capricious". This requires the employer to show that their actions have a reasonable and rational basis. This is considered a lesser standard of proof than Just Cause.

At Will Employment means that an employee can be terminated at any time without any reason. It also means that an employee can quit without reason. Employers are not required to provide notice when terminating an at-will employee. At will terminations cannot be based on an employees protected status under state or federal civil rights laws.

Probationary employees and other district employees who are not under contract or policy granting a standard of proof required for discharge are considered at will employees.

Human Resources Contact Numbers:

Glenn Maleyko – Director of Human Resources
Office # (313) 827-3068

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Office # (313) 827-3036

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Appendix A

BULLARD-PLAWECKI EMPLOYEE RIGHT TO KNOW ACT

Act 397 of 1978

AN ACT to permit employees to review personnel records; to provide criteria for the review; to prescribe the information which may be contained in personnel records; and to provide penalties.

The People of the State of Michigan enact:

423.501 Short title; definitions.

Sec. 1.

- (1) This act shall be known and may be cited as the "Bullard-Plawecki employee right to know act".
- (2) As used in this act:
 - (a) "Employee" means a person currently employed or formerly employed by an employer.
 - (b) "Employer" means an individual, corporation, partnership, labor organization, unincorporated association, the state, or an agency or a political subdivision of the state, or any other legal, business, or commercial entity which has 4 or more employees and includes an agent of the employer.
 - (c) "Personnel record" means a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the employer to keep or supply a personnel record as provided in this subdivision. A personnel record shall not include:
 - (i) Employee references supplied to an employer if the identity of the person making the reference would be disclosed.
 - (ii) Materials relating to the employer's staff planning with respect to more than 1 employee, including salary increases, management bonus plans, promotions, and job assignments.
 - (iii) Medical reports and records made or obtained by the employer if the records or reports are available to the employee from the doctor or medical facility involved.
 - (iv) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.

(v) Information that is kept separately from other records and that relates to an investigation by the employer pursuant to section 9.

(vi) Records limited to grievance investigations which are kept separately and are not used for the purposes provided in this subdivision.

(vii) Records maintained by an educational institution which are directly related to a student and are considered to be education records under section 513(a) of title 5 of the family educational rights and privacy act of 1974, 20 U.S.C. 1232g.

(viii) Records kept by an executive, administrative, or professional employee that are kept in the sole possession of the maker of the record, and are not accessible or shared with other persons. However, a record concerning an occurrence or fact about an employee kept pursuant to this subparagraph may be entered into a personnel record if entered not more than 6 months after the date of the occurrence or the date the fact becomes known.

423.502 Personnel record information excluded from personnel record; use in judicial or quasi-judicial proceeding.

Sec. 2. Personnel record information which was not included in the personnel record but should have been as required by this act shall not be used by an employer in a judicial or quasi-judicial proceeding. However, personnel record information which, in the opinion of the judge in a judicial proceeding or in the opinion of the hearing officer in a quasi-judicial proceeding, was not intentionally excluded in the personnel record, may be used by the employer in the judicial or quasi-judicial proceeding, if the employee agrees or if the employee has been given a reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the employee.

423.503 Review of personnel record by employee.

Sec. 3. An employer, upon written request which describes the personnel record, shall provide the employee with an opportunity to periodically review at reasonable intervals, generally not more than 2 times in a calendar year or as otherwise provided by law or a collective bargaining agreement, the employee's personnel record if the employer has a personnel record for that employee. The review shall take place at a location reasonably near the employee's place of employment and during normal office hours. If a review during normal office hours would require an employee to take time off from work with that employer, then the employer shall provide some other reasonable time for the review. The employer may allow the review to take place at another time or location that would be more convenient to the employee.

423.504 Copy of information in personnel record; fee; mailing.

Sec. 4. After the review provided in section 3, an employee may obtain a copy of the information or part of the information contained in the employee's personnel record. An employer may charge a fee for providing a copy of information contained in the personnel record. The fee shall be limited to the actual incremental cost of duplicating the information. If an employee demonstrates

that he or she is unable to review his or her personnel record at the employing unit, then the employer, upon that employee's written request, shall mail a copy of the requested record to the employee.

423.505 Disagreement with information contained in personnel record; agreement to remove or correct information; statement; legal action to have information expunged.

Sec. 5. If there is a disagreement with information contained in a personnel record, removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position. The statement shall not exceed 5 sheets of 8-1/2-inch by 11-inch paper and shall be included when the information is divulged to a third party and as long as the original information is a part of the file. If either the employer or employee knowingly places in the personnel record information which is false, then the employer or employee, whichever is appropriate, shall have remedy through legal action to have that information expunged.

423.506 Divulging disciplinary report, letter of reprimand, or other disciplinary action; notice; exceptions.

Sec. 6.

(1) An employer or former employer shall not divulge a disciplinary report, letter of reprimand, or other disciplinary action to a third party, to a party who is not a part of the employer's organization, or to a party who is not a part of a labor organization representing the employee, without written notice as provided in this section.

(2) The written notice to the employee shall be by first-class mail to the employee's last known address, and shall be mailed on or before the day the information is divulged from the personnel record.

(3) This section shall not apply if any of the following occur:

(a) The employee has specifically waived written notice as part of a written, signed employment application with another employer.

(b) The disclosure is ordered in a legal action or arbitration to a party in that legal action or arbitration.

(c) Information is requested by a government agency as a result of a claim or complaint

423.507 Review of personnel record before releasing information; deletion of disciplinary reports, letters of reprimand, or other records; exception.

Sec. 7. An employer shall review a personnel record before releasing information to a third party and, except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than 4 years old.

423.508 Gathering or keeping certain information prohibited; exceptions; information as part of personnel record.

Sec. 8.

(1) An employer shall not gather or keep a record of an employee's associations, political activities, publications, or communications of non-employment activities, except if the information is submitted in writing by or authorized to be kept or gathered, in writing, by the employee to the employer. This prohibition on records shall not apply to the activities that occur on the employer's premises or during the employee's working hours with that employer that interfere with the performance of the employee's duties or duties of other employees.

(2) A record which is kept by the employer as permitted under this section shall be part of the personnel record.

423.509 Investigation of criminal activity by employer; separate file of information; notice to employee; destruction or notation of final disposition of file and copies; prohibited use of information.

Sec. 9.

(1) If an employer has reasonable cause to believe that an employee is engaged in criminal activity which may result in loss or damage to the employer's property or disruption of the employer's business operation, and the employer is engaged in an investigation, then the employer may keep a separate file of information relating to the investigation. Upon completion of the investigation or after 2 years, whichever comes first, the employee shall be notified that an investigation was or is being conducted of the suspected criminal activity described in this section. Upon completion of the investigation, if disciplinary action is not taken, the investigative file and all copies of the material in it shall be destroyed.

(2) If the employer is a criminal justice agency which is involved in the investigation of an alleged criminal activity or the violation of an agency rule by the employee, the employer shall maintain a separate confidential file of information relating to the investigation. Upon completion of the investigation, if disciplinary action is not taken, the employee shall be notified that an investigation was conducted. If the investigation reveals that the allegations are unfounded, unsubstantiated, or disciplinary action is not taken, the separate file shall contain a notation of the final disposition of the investigation and information in the file shall not be used in any future consideration for promotion.

423.510 Right of access to records not diminished.

Sec. 10. This act shall not be construed to diminish a right of access to records as provided in Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws, or as otherwise provided by law.

423.511 Violation; action to compel compliance; jurisdiction; contempt; damages.

Sec. 11. If an employer violates this act, an employee may commence an action in the circuit court to compel compliance with this act. The circuit court for the county in which the complainant resides, the circuit court for the county in which the complainant is employed, or the circuit court for the county in which the personnel record is maintained shall have jurisdiction to issue the order. Failure to comply with an order of the court may be punished as contempt. In addition, the court shall award an employee prevailing in an action pursuant to this act the following damages:

- (a) For a violation of this act, actual damages plus costs.
- (b) For a willful and knowing violation of this act, \$200.00 plus costs, reasonable attorney's fees, and actual damages.

423.512 Effective date.

Sec. 12. This act shall take effect January 1, 1979.

Appendix B

Weingarten Rights. An Employees Right To Union Representation

Despite Justice Brennan delivering the Weingarten opinion over a quarter century ago, it still remains a pivotal case today. Weingarten established that a worker is entitled to have a union representative present at an investigatory interview. An investigatory interview occurs anytime a supervisor questions an employee to obtain information which could be used as the basis for discipline or asks an employee to defend his or her conduct.

Weingarten has its roots in section 7 of the National Labor Relations Act, which guarantees the right of employees to act in concert for mutual aid and protection. The denial of this right has a reasonable tendency to interfere with, restrain and coerce employees in violation of Section 8(a)(1) of the Act. Therefore, it is a serious violation of the employee's individual right to engage in concerted activity by seeking the assistance of his or her statutory representative if the employer denies the employee's request and compels the employee to appear unassisted at an interview which may put his job security in jeopardy.

It should be noted that an employee's Weingarten Rights are limited to situations where the employee reasonably believes that the investigation will result in disciplinary action. This condition eliminates application of the rule to run-of-the-mill conversations such as the giving of instructions or needed corrections of work technique.

For Weingarten to apply, employees must request a union representative before or during an interview. It is the employee's responsibility to know his rights and to make the request. There is no requirement that management inform an employee of this right. The Supreme Court also said that an employer may go so far as to advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by his representative, thus leaving the employee with the choice between being interviewed without his representative, or having no interview and forgoing any benefits that might be derived from one.

Management basically has three options when an employee requests the presence of a union representative:

- (1) Call off the interview,
- (2) Stop questioning until the representative arrives, or,
- (3) Tell the employee that it will call off the interview unless the employee voluntarily gives up his/her rights to a union representative.

Management should also be aware of the following: union reps are allowed to assist and counsel during an interview and are not limited to observation; management must inform the union representative of the subject of the investigatory interview; and union reps may advise employees on how to answer a question but may not tell them what to answer.

MASB June 2000

Appendix C

LOUDERMILL RIGHTS

Loudermill rights are due process rights afforded a non-probationary public employee facing discharge or suspension. Because these rights fit neatly into the standards of review often applied by labor arbitrators, following Loudermill procedures is likely to help in shaping a procedurally sound case before an arbitrator. Unlike just cause and not arbitrary or capricious, which are standards of review created by the labor agreement and state law, Loudermill rights are afforded public employees because of the Fifth Amendment to the Constitution of the United States and similar provisions in state constitutions. The Fifth Amendment says:

Amendment V

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a grand jury, except in cases arising in the land or naval forces, or in the militia, when in actual service in time of war or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

In a decision announcing a Constitutional right for public employees not possessed by private employees, the Supreme Court in *Cleveland Board of Education v. Loudermill* held that most public employees are entitled to a hearing before they are discharged. However, the "hearing" is not a full evidentiary hearing and need not include the opportunity to cross-examine your accusers. All that is required is:

1. Oral or written notice of the charges and time for hearing
2. An explanation of the employee's evidence: and
3. An opportunity for the employee to present "their side of the story."

The Loudermill hearing process is conducted prior to the issuing of discipline. Should discipline occur, all non-probationary union employees will also have their contractual due process rights to grieve the discipline or, if tenure rights apply, to request a tenure hearing.

Whenever a supervisor is considering issuing time off or discharge discipline they must consult with Human Resources and involve Human Resources in the Loudermill Hearing. A final decision on time off or discharge discipline shall not be made until a Loudermill hearing has been completed.

BUILDING REPRESENTATIVE/STEWARD READINESS INVENTORY

I. MY LOCAL

- 1 The name of my local is _____
- 2 The office is located at _____
- 3 The office telephone number is _____
- 4 The office hours are from _____ to _____
- 5 The local is affiliated with the organizations listed below:

- 6 Union dues are _____ per month/year
- 7 Union dues are/are not payroll deductible _____
- 8 Our school/college membership totals _____
- 9 Election of officers is held _____
- 10 Executive Board meetings are held _____
- 11 General membership meetings are held _____
- 12 Our regular newsletter is called _____
and goes out _____

II. UNION BUSINESS

The total number of administrators/teachers/PSRP's in your school/college is _____

How many are AFT Michigan/AFT _____ Unaffiliated _____

QUESTIONNAIRE

CIRCLE ONE

- | | | | | |
|----|---|-----|----|-----------|
| 1 | Do you have a union bulletin board <u>in</u> your school/college/building? | Yes | No | Sometimes |
| 2 | Do you wear your Union pin each day? | Yes | No | Sometimes |
| 3 | Do you know what went on at the last Board of Trustees/Education meeting? | Yes | No | Sometimes |
| 4 | Do you volunteer to help other staff members with their problems? | Yes | No | Sometimes |
| 5 | Do you know the Union position on prominent issues? | Yes | No | Sometimes |
| 6 | Do you always have Union membership cards available? | Yes | No | Sometimes |
| 7 | Do you share your job as Building Rep with other members in your school, college or building? | Yes | No | Sometimes |
| 8 | Do you publish a staff newsletter? | Yes | No | Sometimes |
| 9 | Do you know what AFT benefits are available to Union members? | Yes | No | Sometimes |
| 10 | Can you name the various AFT insurance programs? | Yes | No | Sometimes |
| 11 | Do you know why <u>you</u> joined the AFT? | Yes | No | Sometimes |
| 12 | Do you know why every <u>eligible</u> staff member should be in the Union? | Yes | No | Sometimes |
| 13 | Do you know what your members need and want? | Yes | No | Sometimes |

- | | | | | |
|----|--|-----|----|-----------|
| 14 | Do you know the problems in your school, college, or building? | Yes | No | Sometimes |
| 15 | Do you know the various ways to resolve the problems? | Yes | No | Sometimes |
| 16 | Do you know which staff members who, because of their interests in particular situations, will lend their energy and support to your efforts to bring quick, meaningful resolutions to problem situations? | Yes | No | Sometimes |
| 17 | Do you keep your members informed of local, state, national activities, events, problems, and accomplishments? | Yes | No | Sometimes |
| 18 | Do you distribute Union material on schedule? | Yes | No | Sometimes |
| 19 | Do you ask staff to join the Union? | Yes | No | Sometimes |
| 20 | Do you have your Union Contract? | Yes | No | Sometimes |
| 21 | Have you read your Union Contract? | Yes | No | Sometimes |

Please answer, briefly, what is the most significant problem facing you as a worksite representative for our Union?

BUILDING REPRESENTATIVE/STEWARD
TEN COMMANDMENTS

- 1 Don't shortcut the grievance procedure
- 2 Do stick to the facts
- 3 Don't lose your temper
- 4 Do talk less and listen more
- 5 Don't bluff or threaten
- 6 Don't permit stalling
- 7 Don't "horse trade" grievances
- 8 Do attempt to settle at the lowest step
- 9 Don't argue with the grievant in front of management
- 10 Do keep the grievant informed about the grievance

STEWARDS' DICTIONARY

Agency Shop: A union security contract clause which requires that an employee in the bargaining unit who refuses to join the union must pay the union a service fee equal to union dues.

Arbitration: A way of settling disputes by submitting them to an impartial third party whose decision is final and binding.

Automation: Production and supervision of work by means of mechanical "muscles" and electronic "brains" without the direct use of human energy, skill or control.

Bargaining Unit: A group of employees who bargain collectively with their employer. The unit may include all the workers in a single worksite or in a number of worksites, or it may include only the workers in a single occupation within one worksite.

Boycott: A legal way of bringing collective pressure against an employer by discouraging the purchase of the employer's product or service. When a boycott is called against another company doing business with the employer involved in the dispute, it is called a secondary boycott, and is illegal.

Check-off: A contract clause authorizing the company to deduct union dues from members' paychecks and to transfer them to the Union.

Collective Bargaining: Direct negotiations between the Union and the employer to determine wages, hours and working conditions. The usual result of collective bargaining is a written agreement covering all employees in the bargaining unit.

Company Union: An illegal union organized, financed, and dominated by the employer. A company union gives workers no real protection but keeps them from organizing a real union.

Cost-of-Living Index: The commonly used name for the Consumer Price Index, which is prepared by the U.S. Bureau of Labor Statistics. This index shows, from month to month and year to year, the changes in prices of common consumer goods and serves as a rough measure of the cost of living.

Decertification: A process to end a union's right to represent a group of workers. It requires a vote by employees and is conducted by the National Labor Relations Board.

Discrimination: Unequal treatment of workers because of race, religion, nationality, sex, or union membership. Discrimination may occur in hiring, types of jobs given, rates of pay, promotion, layoffs, or other actions.

Escalator Clauses: Contract clauses which require increases or decreases in wages based on cost-of-living figures.

Free Rider: A worker in the bargaining unit who refuses to join the union but enjoys all the same benefits as his or her co-workers.

Fringe Benefits: All non-wage benefits in the union contract, such as paid holidays, paid vacations, insurance, and pensions, which are paid totally or in part by the employer.

Incentive Pay: A system of pay based on the amount of production a worker turns out.

Lockout: The denial of employment by the employer to the workers during a labor dispute to try to force the union to settle on the employer's terms.

Maintenance of Membership: A union security clause which requires that a worker who voluntarily joins the union must remain a member until the end of the contract.

Mediation (Conciliation): Efforts by a neutral third party to induce the union and management to settle disputes, usually during negotiations. Mediation is often the last step before binding arbitration.

Minimum Wage: The lowest pay permitted by law or union contract.

Modified Union Shop: Contract clause requiring all new employees to join the union, and requiring workers already employed who are in the union to remain in the union.

National Labor Relations Act (Wagner Act): Enacted in 1935, this law guarantees workers in the private sector the right to "engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection." Through its enforcement arm, the National Labor Relations Board (NLRB), the law restricts employer opposition to unions and defines "unfair labor practices."

STEWARD'S DICTIONARY

Occupational Safety and Health Act (OSHA): Passed in 1970, the goal is "to assure as far as possible every working man and woman in the nation safe and healthful working conditions." This act created the Occupational Safety and Health Administration, within the Department of Labor, which sets and enforces health and safety standards. Under OSHA – whether they are covered by the federal act or a state equivalent – workers and employers have certain rights and responsibilities.

Open Shop: A worksite in which union membership is not a condition of employment, such as in a so-called "right-to-work" state or in many public sector worksites.

"Right-to-Work" Laws: Used by opponents of unions to describe state laws banning the union shop and other maintenance of membership clauses. They do not guarantee the right to a job.

Seniority: A worker's length of service with an employer. Seniority often determines layoffs, promotions, recalls, or transfers.

Severance Pay: Payment by the employer to a worker who is laid off permanently through no fault of his or her own.

Speed-Up: Increased work without increased pay. For instance, social work caseloads increased without consent of the union would constitute a speed-up.

Strikebreaker or Scab: A person who continues to work or who accepts employment while the workers are on strike. By filling their jobs, a scab helps weaken or break the strike.

Subcontracting (Contracting Out): An employer practice of sending work to an outside contractor instead of having regular employees perform it.

Supplemental Unemployment Benefits: Negotiated benefits provided to laid-off workers in addition to their unemployment compensation.

Union Busting: Employer tactics meant to keep the union out or to decertify an existing union. Intimidation, rumors of plant closings, and election stalling are union-busting tactics.

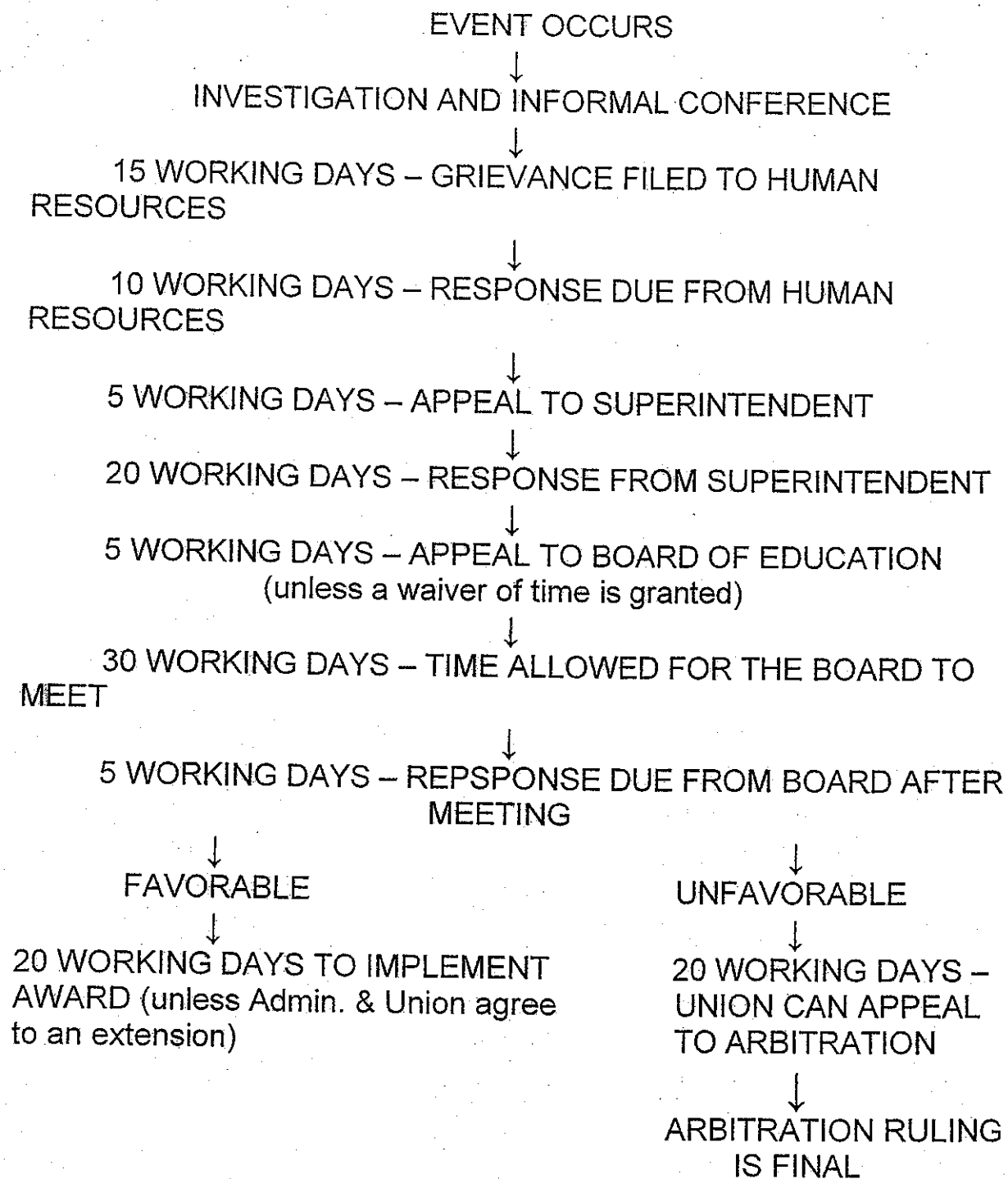
Union Security: A contract clause requiring union, shop, modified union shop, maintenance of membership or agency shop. The dues check-off is also a form of union security.

Workers' Compensation: An insurance system established by state law to provide financial benefits to workers who suffer a work-related injury or illness. Under law, workers cannot sue an individual employer. The system is outdated and inadequate in many states, and unions are working for reforms.

BUILDING REPRESENTATIVES HANDBOOK

PART 3 – Handling Complaints And Grievances

GRIEVANCE TIMELINE



HOW A GRIEVANCE IS PROCESSED:

- | <u>UNION ACTION</u> | <u>ADMINISTRATIVE RESPONSE</u> |
|---|--|
| I. Confer with appropriate Administrator | |
| II. Consult with DFT office and/or Grievance Officer as soon as possible for assistance in writing grievance. | |
| III. Send white copy of the grievance Form to Director of Human Resources within <u>15</u> working days. | Director of Human Resources activates grievance with time stamp and disseminates copies to all parties.

Administrator against whom the grievance was filed responds in writing within <u>10</u> working days. |
| IV. Appeal decision to Superintendent within <u>5</u> working days. | Superintendent responds within <u>20</u> working days. |
| V. Appeal decision to Board of Education within <u>5</u> working days. | Board of Education hearing held within <u>30</u> working days.

Board of Education decision within <u>5</u> working days.

If favorable, remedy within <u>20</u> working days. |
| VI. Appeal decision to arbitrator within <u>20</u> working days. | Board of Education deals with arbitrator's decision as advisory or binding. |
| VII. Pursue litigation. | |

WHAT IS A COMPLAINT?

A complaint is a school-related problem that does not qualify as a grievance.

Both parties to the contract recognize that no one can foresee all of the problems that might arise. Indeed, if negotiators tried to write into the contract every conceivable problem, and to provide for its solution, the resulting document would be cumbersome and restrictive.

As a result, the present complaint procedure was developed. Building Representatives must know the details of this procedure and inform their staffs that such a plan exists.

Resolution can often be accompanied at the building level in a conference with the administrator. When a satisfactory resolution cannot be reached, the complaint should be discussed with the DFT President or a designee before proceeding further.

Refer to "Procedures for Non-Grievable Issues with Administration" in the Helpful Building Rep Resources Section. Additional copies may be obtained at the DFT office.

WHAT IS A GRIEVANCE?

By definition, a "grievance is an alleged violation, misapplication or misinterpretation" of the DFT contract.

The advice of the Union President or a designee should be sought when the contract violation is discovered. An informal, preliminary stage, described in the contract, precedes the formal submission of a grievance. To be initiated formally, a grievance must: 1.) be addressed to the administrator being grieved against; 2.) state the specific contract provisions allegedly violated; and 3.) indicate the remedy sought.

In a sense, the contract is our Constitution and our Bill of Rights. The protection of a teacher's rights and welfare are the reasons why the DFT exists, and why contracts are negotiated. Far from being an admission of failure, the filing of a grievance is proof that teachers not only recognize their rights but also have a responsibility to protect them.

HANDLING GRIEVANCES AT THE INFORMAL CONFERENCE STAGE

BEFORE entering an informal conference:

- I. Call the DFT President or Grievance Committee Chairperson for information about/or advice. Previous grievances, contract technicalities, method of presentation, etc... may have bearing upon the grievance.
- II. Know the facts of the situation:
 - Use the checklist, "Know the Facts" (see p. 2)
 - Write down the facts and prepare notes to guide your presentation.
 - Do not use opinion or hearsay evidence.
 - Discuss the facts thoroughly with the grievant and develop a united position. Decide what each of you will say.
 - Try to anticipate the administrator's arguments and have answers ready.

DURING the conference:

I. Take a confident, positive, businesslike position:

- Avoid being apologetic, timid, defensive.
- Disagree with dignity; avoid show of hostility, use of threats, loss of temper.
- Do not disagree with the grievant in front of the administrator.
- Remember that the burden of proof lies upon the administrator, who must prove the rightness of the action taken.
- Declare your intention of taking the grievance, if necessary, to the next step.

II. Stick to the Point:

- State the facts clearly and plainly.
- Do not permit the administrator or the grievant to sidetrack the issue or introduce unrelated complaints against the grievant.

III. Settle the grievance, if possible, at this first step.

AFTER the conference:

I. If settled:

- Inform the DFT President and/or Grievance Committee Chairperson of the settlement terms.
- Follow the settlement process until remedy is completed.

II. If not settled:

- Immediately refer the grievance to the DFT President or Grievance Committee Chairperson; providing all facts, arguments, etc., used in conference.
- Keep track of the further progress of the grievance.
- Keep the grievant informed.

IN ALL CASES: Follow to the letter the grievance procedures of the DFT contract. Failure to do so may cause loss of grievance on a technicality.

KNOW THE FACTS

WHICH administrator is the grievance charged against?

Name:

Title:

WHEN did the contract violation occur?

Date:

Time:

WHERE did it occur?

Building:

Area:

WHAT has been violated?

Contract:

Past practice:

Policy:

Law:

Arbitration ruling:

If possible, cite specific clauses of the contract.

ARE there any witnesses?

HOW can the grievance be remedied? Be as specific as possible.

GRIEVANCE HANDLING

Collecting Facts For Grievances

These are some general ideas about collecting facts.

Facts Can Be Used In Three Different Ways

1.) **Kept for the information of union leaders.**

The union representative in the first step of the grievance procedure must collect all information applying to a case. This complete set of facts usually becomes long and detailed which means that no one can remember it all. This complete set of information must be written down for future reference by building representatives, grievance committee persons, or other union leaders involved in the grievance procedure. Remember that this should be as complete as possible and should include whatever might apply, even indirectly, to the grievance.

You may never use all of this information, but often something that looks unimportant in the beginning of a case may become vital information later.

2.) **Written Grievance Filed with the Administration**

The written grievance, which goes to the administration, must have only a few essential facts. These essential facts must include the 5 W's answered as briefly as possible. There must be enough information for the administration to identify the problem clearly.

You must have the person's name (who), where and when the grievance occurred, what happened in a few words and why it is a grievance, that is, what violation do you feel the administration committed. Don't forget to include the demand or what you want the administration to do in order to protect the member's rights.

Almost always, the facts you include in the grievance handed to the administrator will be fewer than those you have written down for yourself and other Union representatives.

3.) **Negotiating the Grievance**

Finally, facts are used in negotiating with the supervisor. In the actual discussion with your supervisor, you may use all the facts written down for your own information, or you

may only use a part of them. You probably will use more information than is in the written grievance handed to the administration.

Of course, during negotiations, you will develop arguments to support your case which should then be written down for your own information. Also, during negotiations, the administrative representative may provide information which you did not have before. This should be written down.

So, during negotiations, you may use fewer facts than you have, but you may also pick up additional facts to support your case from the statements of management.

Use of Witnesses

Witnesses can greatly help a grievance, but there are several things to guard against when using them.

- 1.) Be certain you fully understand the witness' story. Go over it with him/her until you do and make sure that he/she tells the same story each time. This is not a matter of a witness lying, as much as people's memories acting in strange ways. Some people remember more clearly than others. Some people can tell a story more clearly than others.

Be certain that your witness has a good memory and can repeat his/her story accurately.

- 2.) Be sure that the witness is willing to help you and the person with the grievance all the way up the grievance procedure. A person might say that she/he saw what happened, but refuse to tell it to the administrator.

Make clear to the witness that you are depending on him/her to support the case by telling what she/he knows. You must make him/her understand that she/he might be called before management or an arbitrator. It is better not to have a witness than to have one upon whom you depend but who later backs down and refuses to testify.

It helps to have the witness sign a written statement of his/her story, but this is not essential.

The 5 W's

The 5 W's are a simple guide in collecting a complete set of facts.

WHO

Who is the employee with the grievance? What is his/her work site and assignment? What is his/her seniority? What education does he/she have? What has his/her record been?

The administration might be asking other questions about the person which are harder to answer because they can only be rough estimates. No records can show the answers clearly. For example: What is the person's ability? Does he/she work as well as his/her fellow workers? Can he/she do a certain job which he/she has never done before? What are his/her character and personality like? The union usually tries to avoid using these finds of facts to support a grievance, preferring arguments based on written records. However, since the administration may use this type of information, a union representative does well to prepare him/herself by checking these same questions.

The object here is to avoid being caught by surprise with an administration argument. You should be prepared for any argument the administration might use, but in order to do this preparation, you must obtain all possible information even though you, as a union representative, may not use some of it for your own case.

WHEN

When did the grievance happen? This is usually a simple question to answer. But do not be satisfied with the date. Find out the time right to the minute if possible because minutes can sometimes change the entire picture.

WHERE

Where did the grievance happen? Here, again, the answer is often simple, just the room number/office. However, there are cases where several places or work situations are involved. You may have to have clearly in mind the exact spot at which the grievance occurred.

WHAT

What happened to the grievant? This question tells the story of the grievance. What happened to the aggrieved and what did the administration do? Often, grievances are not simple, and usually involve several things happening at once. In getting the facts, you have to constantly ask yourself, "Do I understand this case?" "Do I have the facts straightened out in my own mind?" Until you definitely have the story clearly in mind, you should continue to ask, "What happened?" until it is clear.

WHY

Why is it a grievance? The answer to this question is that the administration violated section so and so of the contract or violated past practice.

In noting the administration's violations, don't be satisfied with a single section of the contract. If more than one section has been violated, be sure to list them all. The more violations involved, the stronger your case will be. This does not mean, of course, that you can throw in any violation at all. You must determine what clauses or practices have been violated and then list them in the grievance.

DEMAND

Every grievance must include the demand you are making on the administration. You want the administration to correct its action so that the worker has his/her rights protected.

In stating the demand, be sure that you ask for everything to which the aggrieved is entitled. For example, if a person has not received a job according to his/her seniority, you, of course, will demand that the person be given the proper job. But this is not enough. If he/she has lost pay because of the administration's error, he/she has a right to that back pay.



HOW TO PRESENT A GRIEVANCE

I. BEFORE YOU PRESENT THE GRIEVANCE: RELATING TO THE GRIEVANT

A. GET THE FACTS.

Winning is the science of being totally prepared! When you approach the grievant to "Dig Out" these facts, remember: The grievant may be upset, emotional, under severe stress and incoherent. So calm him/her down and be sympathetic and understanding. You are the grievant's "insurance agent". His/her dues are like insurance premiums. Hence, your job is to judge the quality of his/her claim (Grievance) rather than the guilt or innocence of the grievant or how good or bad an employee he/she is. In short, your job as steward or Building Rep "is to fully submerge your union's duty to the grievant to provide full and fair representation" as well as to insure his/here entitlement to due process. This means that no matter whom you are dealing with in a grievance (grievant or management representative) as a steward you must submerge your personal likes, dislikes, fears and prejudices and remain immune to those of the grievant, the other bargaining unit employees, and the supervisor.

B. DON'T GUARANTEE A WIN.

A Prudent Word of Caution - Don't promise the grievant that you will win his/her grievance; only that you and the union will do the best job you possibly can for him/her. Toward that end, be sure you are clear on not only the violation, but the remedy as well. What will it take to "un-do" the violation and resolve the grievance, and thus make the grievant "WHOLE"? Is that remedy fully acceptable to both the grievant AND THE UNION? On the other hand, if you as the steward (the official union representative at the worksite) feel that the facts, the Grievance Definition or the contract (or applicable law, Side Agreement, Past Practice, relevant arbitration award) do not indicate a violation of something that would constitute a grievance, then as tactfully as possible tell the grievant that he/she does not have a grievance and carefully and fully explain why. Then explore other ways that the problem might be addressed outside of the Grievance Procedure (re: Community Agency Red Cross, Veterans Aid, EAP, etc.). If you are still in doubt after completing your investigation, don't hesitate to seek help from another steward, grievance committee member, local officer or staff rep. or state or national AFT rep.

C. EXPLAIN THE PROCESS.

Then explain how the contract defines a grievance and review the steps and time frames in the grievance procedure, who you will meet with (and who is involved) at each step, what the meetings are like, etc.). But emphasize the desirability of settling the grievance informally or at the first step since the steps that follow are more formal and time consuming and often less conducive to resolution than the informal or first step.

D. KEEP THE GRIEVANT ON BOARD.

If the grievant begins to develop "cold feet", try to keep him/her on board by putting the grievant at ease. Assure him/her that under the law, the steward and the supervisor are equals when the steward is investigating or presenting a grievance. This is lawfully "protected activity" that transcends and supersedes the supervisor-subordinate employee relationship and supplants it with a legal presumption of equality between steward and supervisor in the grievance procedure, in particular, and the collective bargaining relationship in general. Also assure the steward that as a steward or official union representative for your worksite, you will do all the talking at the grievance meeting unless otherwise agreed upon by the both of you and that at any time during that meeting, the two of you are free to step out of the meeting room to confer privately. Avoid arguments among union people in the presence of any management representative. Decide how you will proceed before you see the management rep and make certain that your facts and strategy are agreed upon by the grievant and the union, in advance.

E. REVIEW YOUR CHECKLIST.

Before You Meet with the Worksite Supervisor or Principal, Ask Yourself These Questions:

- o Do I have all the facts? Have I jotted them down?
- o Do I have the other information I need?
- o Have I checked the contract? Past Practice?
- o Have I explained the case to the grievant?
- o Have I listened carefully to the grievant?
- o What questions do I want to ask the supervisor?
- o What points do I want to get across to the supervisor?
- o What counterpoints or arguments might I anticipate from the supervisor?
- o Have I organized my notes so as to guide my presentation?

II. WHEN YOU PRESENT THE GRIEVANCE: RELATING TO THE SUPERVISOR

A. YOUR PURPOSE AND YOUR GOAL - RESOLVE THE GRIEVANCE.

When you meet with the supervisor, remember what you and the grievant are there for. Your objective is to settle the grievance satisfactorily and not to humiliate the boss or outsmart him/her. Conversely, if you've done your homework, you needn't worry about being outsmarted yourself.

B. HOW SHOULD THE STEWARD ACT TOWARD THE BOSS?

Should you be "Tough or a nice guy"? There is no one "right way" that works for everyone in every situation and no two people are approachable in exactly the same manner. That goes for grievants, union members, union leaders and management representatives alike. If in doubt, be prepared - and be yourself. You have to use a style with which you are comfortable. You won't convince anyone how tough you are if you fake it, especially if you are normally easy-going and friendly. Also, if you feel very strongly about a grievance and are a direct "no-nonsense" person, you shouldn't try to fake being nice--it won't work very well for you. You decide what style or approach is best for each situation. For instance, on a relatively simple matter that doesn't seem to be the supervisor's fault and should be easy to settle, you might be easy going. But on a serious grievance and a hostile supervisor you may have to be firm and ask tough questions and demand straight answers. Always keep in mind the fundamental principle that as the steward or worksite representative, you are equal to the supervisor so long as you are acting in a representational capacity designated by your union (as the bargaining agent). With the equality concept in mind, and in a straightforward, courteous and official (business like) manner, state what happened (the "situation") what was violated (the "contention"), and what you (the union) want done about it (the "remedy"). You can adapt to the supervisor's manner and reactions by becoming friendlier or tougher as you deem necessary. For example, if a supervisor is being reasonable and making a good faith effort to resolve the grievance, you could tell him/her that you appreciate that effort. Conversely, if he/she is being evasive, obstinate or otherwise unreasonable, tell him/her that also.

C. TAKE A POSITIVE POSITION...NOT DEFENSIVE.

Don't be timid or convey the feeling to the supervisor that you are presenting the grievance because it is an

obligation on your part. Avoid being apologetic. Impress upon him/her that there is no possible doubt in your mind that the grievance has merit and should receive an equitable settlement.

D. DON'T BLUFF.

It will only be a matter of time before your bluff is called. In the long run it is better to develop a reputation for honesty.

E. PLACE THE BURDEN OF PROOF UPON THE SUPERVISOR.

Let him/her justify the action that he/she has taken before you point out where he/she went wrong. He/she might enlarge management's target of vulnerability. But be careful not to place the boss in a position from which he/she can't gracefully retreat (i.e., without embarrassment). Try to leave the door open enough for him/her to make a face-saving exit.

F. STICK TO THE POINT AND INSIST THAT THE SUPERVISOR STICKS TO THE POINT.

As discussion progresses on a grievance, the supervisor may try to sidetrack the real issue and lead you into a discussion of irrelevant issues or inject additional complaints against the employee. Insist on discussing the issue raised by the grievance only...nothing else. Don't lose sight of why you are there. Stick to your grievance and bring him/her back to the point in a tactful but firm way.

G. DON'T HORSETRADE.

If the principal or worksite supervisor wants to trade (i.e., you win one grievance and the supervisor wins one) insist instead, that each grievance must be settled on its own merits. This is the only way to settle a grievance..

H. DON'T LET THE SUPERVISOR STALL YOU.

If you can't get him/her to give you a definite decision right then and there, then, try to pin him/her down to a definite time within the time limits at that grievance step. If he/she asks for more time, try to determine if it is an attempt to stall or a sincere desire, for more facts needed to settle the case and then make your decision based upon your judgement of what is the best course of action.

I. IF YOU WIN YOUR POINT - QUIT WHILE YOU'RE AHEAD.

Once you've won, stop talking. Don't continue to hash it over. There's too much of a risk of undoing what you've done and the deal you've struck becoming unraveled.

J. IF YOU CAN'T RESOLVE THE GRIEVANCE...

Ask the supervisor what he/she thinks would be a reasonable remedy if he/she disagrees with yours. Ask him/her why he/she can't agree with the remedy you proposed. Could it be that only one aspect of your remedy is unacceptable to the supervisor and that you could figure out how to satisfy that aspect? Perhaps he/she needs something in return as a face saver for going along with your remedy.

In any event, let the supervisor know that while you prefer to resolve the grievance at that step with him/her, you will not hesitate to take it to the next step (assuming you are still convinced that it has sufficient merit). Many a first line supervisor prefers to settle grievances and complaints at their own level rather than at a higher management level. But if you must disagree, for your part as the union steward, disagree with dignity and without becoming disagreeable. Maintain a positive and professional decorum. Don't pound the table, blow up or make empty threats. Let any break in good relations come first from the other side. If the supervisor tries to make you angry, remember that it's probably because he/she knows that few people can think straight when they lose their temper. So keep your cool.

III. SUMMARY

- o Use a style you are comfortable with.
- o Use a style that fits the situation,
- o Try to have the meeting be business like.
- o Adjust your style, if necessary, to how the supervisor reacts.
- o Make sure the supervisor knows what you want.
- o Don't box yourself into only one solution. Stay flexible. The supervisor might offer something different but still acceptable.
- o Don't make it unnecessarily difficult for the supervisor to agree with you.
- o If a supervisor is sincerely trying to resolve the matter, tell him/her you appreciate it.
- o Let the supervisor know you will go further with the grievance if necessary.

- Sell your remedy. Explain how it's not so much to give and may be good for everyone.
- Ask the supervisor why she/he can't agree to your remedy.
- Ask the supervisor for his/her remedy to the grievance.
- Not everything can be resolved at the first step, so don't be discouraged.
- Keep the Grievant updated about the status of his/her grievance.



GRIEVANCE CHECKLIST - GENERAL DISCIPLINE

(WHAT THE ARBITRATOR LOOKS FOR, SHOULD BE PREPARED FOR)

1. Was there sufficient PROOF or was management's action based on hearsay?
2. Did management INVESTIGATE and VERIFY the charge BEFORE taking action or did they "shoot from the hip" first and investigate after the fact?
 - a. Did Grievant get "his day in court"?
 - b. Was management's charge PREMATURE?
3. Did management selectively STACK THE DECK by over-emphasizing certain facts and points (perhaps taken out of context) while playing-down those factors which would favor the Grievant so as belatedly justify a charge?
4. Did management OVER-REACT (i.e., react drastically or emotionally rather than objectively)?
5. Was the discipline PUNITIVE and VINDICTIVE rather than CORRECTIVE and REMEDIAL?
6. Was the discipline TIMELY?
7. Was the penalty consistent with the principle of PROGRESSIVE DISCIPLINE?
8. Was the grievant adequately INFORMED as to what level of PERFORMANCE or COMPLIANCE would be expected of him or her?
9. Did the penalty violate any applicable and relevant provision of
 - The Agreement? ("Contract")
 - An Addendum to the Agreement?
 - A Supplementary Letter of Understanding? ("Side Letter").
 - A Policy?
 - An Administrative Directive?
 - A Past Practice?
 - An Applicable and Relevant Arbitration Award?
 - An Applicable Law?

*Or was the penalty arbitrary, capricious, unjust, unfair, unreasonable, inequitable, or discriminatory.

*Or did the penalty otherwise adversely affect the welfare of the Grievant, the Union, or the individual or the collective rights of the employees in the bargaining unit?
10. Did Management apply its rules, orders and penalties EVENHANDEDLY?

over

11. Did management punish EVERYONE for the infractions and deficiencies of a FEW?
12. Did management MAKE KNOWN to the Grievant prior to disciplining him, what the RULE was that they charged him with violating?
 - a. Did management furnish the Grievant with a copy of their rules, regulations or policies at the time they hired the Grievant or at any time prior to disciplining him?
 - b. Was the rule the Grievant was disciplined for violating posted and/or distributed in the same manner and in the same location(s) which management customarily used to communicate with their employees (i.e., Bulletin Boards, Faculty/Staff, Mailboxes, etc.) prior to their disciplining him?
 - c. Did the employees and management consider such rule, regulation or policy to be "common knowledge" throughout the school, department, college/university, district/system? (Prior to the time that management disciplined the Grievant for violating it?)
13. Was the penalty TOO SEVERE? Did the "punishment fit the crime"?
 - a. Was it appropriate? Was it petty? Was it overkill?
 - b. Was it reasonably related to the SERIOUSNESS of the offense, infraction, omission, or deficiency?
 - c. Was it reasonable in the light of the Grievant's PAST RECORD and YEARS OF SERVICE?
14. Does the Grievant's story, attitude, demeanor and image appear credible and creditable?
 - a. How about those of the management representative(s)?
 - b. How about those of the Union's witness(es)?
 - c. How about those of the management witness(es)?
 - d. How would an arbitrator be impressed by each of the above?
15. Did management have JUST CAUSE for taking disciplinary action?

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GRIEVANCE CHECKLIST - NON-DISCIPLINE

(WHAT THE ARBITRATOR LOOKS FOR, SHOULD BE PREPARED FOR)

1. What CONTRACT Provision(s) is Relevant?
 - What part of the Agreement has been violated? How? By omission? Commission? Misapplication? Misinterpretation?
 - Is there a more specific provision that could apply?
 - Has an addendum to the Agreement or a side letter been violated?

NOTE: - A reasonable interpretation of the contract will usually prevail over an unreasonable one.

- When two or more contract provisions conflict or deal with the same subject, the more/most specific will prevail.
2. What REGULATION(S), POLICY(IES), or ADMINISTRATIVE DIRECTIVE(S) is relevant?
 - Has any Regulation, Policy, or Administrative Directive been violated?
 - How? By Omission? Commission? Misapplication? Misinterpretation? Supersedence over the Agreement?
3. What APPLICABLE LAW(S) is Relevant?
 - a. Has any applicable law been violated? How? By Omission? Commission? Misapplication? Misinterpretation?
 - b. Does the violation also cause a provision of your Local Contract to be violated?
4. What PAST PRACTICES are Relevant?
 - a. Has any past practice been violated?
 - b. Can you prove that the practice has actually been followed for a certain period of time?
5. What PRECEDENTS are Relevant?
 - a. What past rulings provide guidance?
 - b. Are they helpful or adverse to your grievance?
 - c. What party's position is consistent with the precedent(s), Union or Management?

*Published as a courtesy of the Union Leadership Institute,
American Federation of Teachers.



GRIEVANCE CHECKLIST-INSUBORDINATION

(WHAT THE ARBITRATOR LOOKS FOR, SHOULD BE PREPARED FOR)

1. Was Grievant actually given a DIRECT ORDER (or merely instructions, suggestions, or advice)?
2. Was Grievant AWARE that he was given a direct order?
3. If so, was the order CLEAR?
4. Was Grievant's alleged failure to comply INTENTIONAL?
5. Was Grievant given adequate FOREWARNING of the possible consequences of his alleged refusal to carry out the order?
6. Was the order reasonable and necessary to the SAFE, ORDERLY, and EFFICIENT operation of the organization?
 - a. Did it violate:
 - The Agreement ("Contract")
 - An Addendum to the Agreement?
 - A supplementary Letter of Understanding? ("Side Letter")
 - Policy?
 - An Administrative Directive?
 - A Past Practice?
 - An Applicable and Relevant Arbitration Award?
 - An Applicable Law?
 - b. Did the order threaten to cause undue hardship or irreparable harm?
 - c. Did the order threaten to endanger the health or safety of the Grievant?
 - d. Would the order force the Grievant to violate a law?
 - e. Was the order Arbitrary? Capricious? Unjust? Unfair? Inequitable? Unreasonable?
 - f. Did the order otherwise adversely affect the welfare of the Grievant or the Union?

*Published as a courtesy of the Union Leadership Institute,
American Federation of Teachers.

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**P-12 GRIEVANCE FORM
DEARBORN FEDERATION OF TEACHERS
LOCAL No. 681 AFT (AFL-CIO)**

DATE SUBMITTED _____

TO: *(Name & Position of Administrator to Whom the Grievance is Directed)*

FROM: *(Person(s) and School(s) Submitting Grievances)*

RE: *(Contract Provision(s) Invoked)*

Statement of Grievance:

Remedy:

SIGNATURE

BUILDING REPRESENTATIVES HANDBOOK

PART 4 – DFT Information

**2013 - 2014
DFT Meeting Schedule**

Tuesday, Sept. 10, 2013	4:00 P.M.	Executive Board	DFT Office
Tuesday, Sept. 17, 2013	4:00 P.M.	General Membership	DFT Office
		(open nominations for Executive Board Positions)	
Tuesday, Oct. 1, 2013	4:00 P.M.	Executive Board	DFT Office
Friday, Oct. 4, 2013	7:00 P.M.	Fall Party	Park Place
Tuesday, Oct. 8, 2013	4:00 P.M.	Building Representatives	DFT Office
Tuesday, Oct. 22, 2013	4:00 P.M.	General Membership	DFT Office
		(close nominations for Executive Board Positions)	
Tuesday, Nov. 12, 2013	4:00 P.M.	Executive Board	DFT Office
Tuesday, Nov. 19, 2013	All Day	Executive Board Elections	Online
Tuesday, Nov. 19, 2013	4:00 P.M.	General Membership	DFT Office
Tuesday, Dec. 10, 2013	4:00 P.M.	Executive Board/Building Corp	DFT Office
Tuesday, Jan. 7, 2014	4:00 P.M.	Executive Board	DFT Office
Tuesday, Jan. 14, 2014	4:00 P.M.	Building Representatives	DFT Office
Tuesday, Jan. 21, 2014	4:00 P.M.	Executive Board	DFT Office
Tuesday, Jan. 28, 2014	4:00 P.M.	General Membership	DFT Office
Tuesday, Feb. 4, 2014	4:00 P.M.	Executive Board	DFT Office
Tuesday, Feb. 25, 2014	4:00 P.M.	General Membership	DFT Office
Tuesday, March 4, 2014	4:00 P.M.	Executive Board	DFT Office
Tuesday, March 11, 2014	4:00 P.M.	Building Representatives	DFT Office
Tuesday, March 18, 2014	4:00 P.M.	Executive Board	DFT Office
Tuesday, March 25, 2014	4:00 P.M.	General Membership	DFT Office
Tuesday, April 1, 2014	4:00 P.M.	Executive Board	DFT Office
Tuesday, April 15, 2014	4:00 P.M.	Executive Board	DFT Office
Tuesday, April 29, 2014	4:00 P.M.	General Membership	DFT Office
Tuesday, May 6, 2014	4:00 P.M.	Executive Board	DFT Office
Tuesday, May 13, 2014	4:00 P.M.	Building Representatives	DFT Office
Tuesday, May 20, 2014	4:00 P.M.	Executive Board	DFT Office
Tuesday, May 27, 2014	4:00 P.M.	General Membership	DFT Office
Tuesday, June 3, 2014	4:00 P.M.	Executive Board/Bldg Corp	DFT Office
Wednesday, June 4, 2014	3:00 P.M.	Year End Celebration	Park Place
ch/opeiu42afcio			

**DFT Instructional Rep
Building Assignments
2013-2014**

**Secondary Rep
Sean Gordon**

**Bryant
Kristen Parkas**

**Dearborn
Sue Ladach**

**O.L. Smith
Anita Wachi
Jumana
Susan Bengali**

**Stout
Francis
Selazio**

**Secondary Rep
Ben Harmon**

**Fordson
Dominique
Gohier
Ben Harmon**

**McCullough
Joanne
Gammoh
Ghada
Harmon**

**Unis
David Bates**

**Salina Inter
Michael
Thibault**

**Elementary Rep
Cynthia
Harmon**

**DuVal
Whatta David**

**Haigh
Cynthia Harmon**

**Howard
Sue MacDonald**

**Lindbergh
Louise Barton**

**Long
Laura Sabo**

**Nowlin
Susan Doyle**

**Whitmore-Bolles
Jill Kleinsmith**

**Elementary Rep
Debbie Cummins**

**Becker
May Berry**

**Henry Ford
Ghada Bunk
Erica Charbonneau**

**Snow
Debbie Cummins**

**Mables
Susan Briggs
Steve Parkas**

**McDonald
Mala Dgrish**

**River Oaks
Cheryl Calouette**

**William Ford
Charles Galling
Sabar Banoth
Nick Peterson**

**Rep-at-Large
John Bayerl**

**Berry Gambus
John Bayerl
Wala Ajami
Saad**

**Easer Ford
Kim O'Rourke,
Bob Harrison**

**Lowrey
Miracle
Denise Elliott
Nathan Babert**

**Woodworth
Melanie Mihly**

**Rep-at-Large
Bruce Liepe**

**Cotter
Bruce Liepe**

**Geer Park
Melanie Klein**

**Howe
Johnny Borg**

**Lowrey Elem.
Christina
Randall**

**Miller
Kauthar Abdallah
Nadine Seyam**

**Oakman
Peggy Earle**

**Salina Elem.
Jasmine Sufi**

IMPORTANT PHONE NUMBERS

DFT Office

313-584-5311

Email – dft@dft681.org

www.dft681.org

RedA Benefit Group

313-982-3292

Email – dsehp@RedABenefitGroup.com

AFT Michigan Office

313-393-2200

www.aftmichigan.org

AFT Office

202-879-4400

www.aft.org

SERVICES

AFT + Member Benefits

888-238-5646

www.aft.org/members

HAP

800-422-4641

www.hap.org

ADN Dental Network

800-968-6327

www.adndental.com

VSP Vision Care for Life

800-877-7195

www.vsp.com

Employee Assistance Program

800-767-5320

Michigan Public School Employees Retirement System (MPERS)

517-322-5103 or 800-381-5111

Office of Retirement Services

800-381-5111

www.michigan.gov/orsschools

ch/opeiu42aficio

**Copies of the
DFT Constitution
and
DFT Policies and
Procedures
can be found at
www.dft681.org**

BUILDING REPRESENTATIVES HANDBOOK

**PART 5 –
DFT Contract**

Each Building Rep
is provided
one bound hard-copy
of the DFT Contract.

The DFT Contract and
Letters of Agreement
can also be downloaded
at www.dft681.org

BUILDING REPRESENTATIVES HANDBOOK

PART 6 – District Information

2013-14 Calendar



August 26, 2013	No School for Students - Teacher Duty Day
August 27	No School for Students - PD Day-a.m. / Teacher Duty Day-p.m.
August 28	No School for Students - Teacher Professional Development Day
August 29	No School for Students - Teacher Professional Development Day
August 30	No School- Vacation Day
September 2	No School- Labor Day
September 3	First Day of School - All Students Half Day-a.m. only / Teacher Duty Day-p.m.
September 11	Late Start Day- All Students Start One Hour Later
October 2	Late Start Day - All Students Start One Hour Later
October 8-11	MEAP Testing
October 14, 15 & 16	No School - Vacation Days
October 17	Schools Reopen
October 21-23	MEAP Testing
November 5	No School for Students - Teacher Professional Development Day
November 8	Elementary - Half Day-a.m. only / Teacher Duty Day-p.m. Secondary - Full Day of School - Staff and Students
November 13	Late Start Day - All Students Start One Hour Later
November 27	No School - Conference Release Day
November 28 & 29	Schools Closed - Thanksgiving Recess
December 2	Schools Reopen
December 11	Late Start Day - All Students Start One Hour Later
December 23	Schools Closed - First Day of Winter Recess
January 6, 2014	Schools Reopen - End of Winter Recess
January 8	Late Start Day - All Students Start One Hour Later
January 20	No School - Martin Luther King Jr. Day
January 23	All Students - Half Day-a.m. only / Teacher Duty Day-p.m.
January 24	No School for Students - Teacher Professional Development Day
January 27	Secondary - Half Day-a.m. only / Teacher Duty Day-p.m. Elementary - Full Day of School - Staff and Students
February 12	Late Start Day - All Students Start One Hour Later
February 17	Schools Closed - First Day of Mid-Winter Break
February 24	Schools Reopen - End of Mid-Winter Break
March 4-6	MME/ACT Testing - High School
March 12	Late Start Day - All Students Start One Hour Later
April 9	Late Start Day - All Students Start One Hour Later
April 18	Schools Closed - First Day of Spring Recess
April 28	Schools Reopen - End of Spring Recess
May 14	Late Start Day - All Students Start One Hour Later
May 23	No School - Conference Release Day
May 26	No School - Memorial Day
June 12	Last Day of School - Elementary Students - Half Day - a.m. only Elementary Teachers - Duty Day-p.m. Full Day of School - Secondary Staff and Students
June 13	Last Day of School - Secondary Students - Half Day-a.m. only Secondary Teacher Duty Day - p.m. Elementary Teacher Duty Day - No Elementary Students

Elementary - grades kindergarten through five. Secondary - grades six through twelve. Please contact your child's school for any possible calendar changes unique to the school and not part of a district event. The calendar reflects the current agreement between the Board of Education and Dearborn Federation of Teachers.

DEARBORN BOARD OF EDUCATION
2013-2014
SCHEDULE OF BOARD MEETINGS
A Publication of the Communications Office



Monday, July 8, 2013
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, July 15, 2013
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, August 19, 2013
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, August 26, 2013
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, September 9, 2013
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, September 16, 2013
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, September 23, 2013
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, October 14, 2013
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, October 21, 2013
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, October 28, 2013
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, November 11, 2013
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, November 18, 2013
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, November 25, 2013
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, December 9, 2013
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, December 16, 2013
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, January 13, 2014
 Organizational Meeting, 6:45 p.m. at Ten Eyck
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Tuesday, January 21, 2014
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, January 27, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, February 10, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, February 17, 2014
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, February 24, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, March 10, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, March 17, 2014
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, March 24, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, April 14, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, April 21, 2014
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, April 28, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, May 12, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, May 19, 2014
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Tuesday, May 27, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, June 9, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

Monday, June 16, 2014
 Regular HFCC Meeting, 7:00 p.m. at HFCC

Monday, June 23, 2014
 Regular P-12 Meeting, 7:00 p.m. at Ten Eyck

REGULAR P-12 MEETINGS: 2nd and 4th MONDAY
 P-12 STUDY SESSIONS: *Established by Board as needed*

REGULAR HFCC MEETINGS: 3rd MONDAY

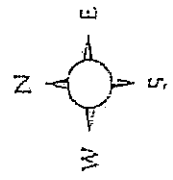
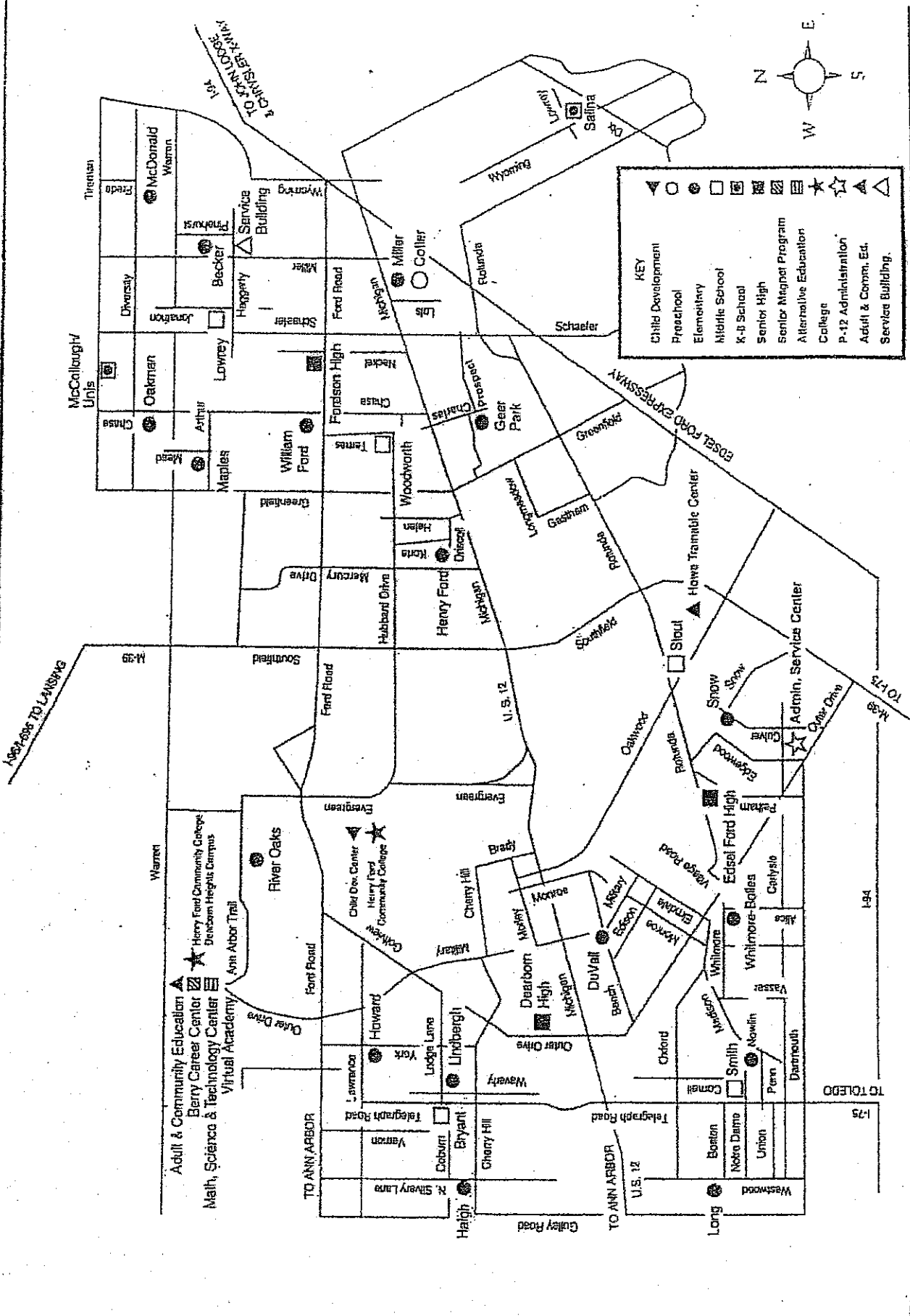


2013 DEARBORN BOARD OF EDUCATION
DEARBORN PUBLIC SCHOOLS

		<u>Term Expires</u>
PRESIDENT	Pamela L. Adams 23629 Fordson Dearborn, MI 48124 Phone: 278-3938 E-mail: adamsp@dearborn.k12.mi.us	12-31-2014
VICE PRESIDENT	Hussein A. Berry 7652 W. Morrow Circle Dearborn, MI 48126 Phone: 580-8007 E-mail: berryh2@dearborn.k12.mi.us	12-31-2014
SECRETARY	Joseph A. Guido 22130 Watsonia Dearborn, MI 48128 Phone: 278-2702 E-mail: guidoj@dearborn.k12.mi.us	12-31-2016
TREASURER	James H. Schoolmaster 45 Turnberry Lane Dearborn, MI 48120 Phone: 982-1674 E-mail: schoolj@dearborn.k12.mi.us	12-31-2014
	Mary Lane 34 Snow Court Dearborn, MI 48124 Phone: 336-3456 E-mail: lanem@dearborn.k12.mi.us	12-31-2018
	Roxanne McDonald 23314 Madison Dearborn, MI 48124 Phone : 277-7626 E-mail : mcdonar@dearborn.k12.mi.us	12-31-2016
	Aimee Schoelles 4441 Korte Dearborn, MI 48126 E-mail: schoela@dearborn.k12.mi.us	12-31-2018

The Board of Education may also receive email via the District website at www.dearbornschools.org

DEARBORN PUBLIC SCHOOLS MAP



Adult & Community Education
 Berry Career Center
 Math, Science & Technology Center
 Virtual Academy

Henry Ford Community College
 Dearborn Heights Campus

Henry Ford Community College
 Dearborn Heights Campus

Henry Ford Community College
 Dearborn Heights Campus

Henry Ford Community College
 Dearborn Heights Campus

Henry Ford Community College
 Dearborn Heights Campus

Henry Ford Community College
 Dearborn Heights Campus

BUILDING REPRESENTATIVES HANDBOOK

PART 7 – State of Michigan Information

Jack Snyder, Chairman
 Website: www.michigan.gov
 Iritani Colley, I.T. Gov.
 State Capitol Building
 Lansing, MI 48909
 (517) 373-3400

Bill Johnson, Sec. of State
 I-96 Building
 Lansing, MI 48909
 (517) 373-1110

2012 STATE SENATORS
 Post Office Box 30038, Lansing, MI 48909-7536
 26 Republicans - 12 Democrats
 Website: www.senate.mi.gov

Name	Party	Office	Phone
Allen, Glenn-Grand	R-6	610 FB	1707
Archer, Warren	D-3	310 FF	8300
Beauregard, Earl	R-35	570 FB	1725
Belmont, Jack-Harrison Twp.	R-11	605 FB	7670
Benson, Tom-Etombia	R-38	705 FB	7840
Bell, Bruce-Hilldale	R-16	720 FB	5922
Berk, Patrick-Canton	R-1	070 FB	7350
Berry, Judy-Sharon	R-32	1005 FB	3760
Bon, John-Flushing	D-27	315 FB	0142
Boyer, Alan-Hollyville	R-31	805 FB	1777
Braun, Ron-Southfield	R-14	1015 FB	7888
Brown, Geoff-Hart	R-34	470 FB	1635
Buhr, Dave-Lowell	R-29	970 FB	1901
Burke, James-Detroit	D-3	710 FB	0990
Byrd, Bruce-Van Dyke	D-8	515 FB	7800
Byrd, John-Hunting	R-27	505 FB	2420
Byrd, John-Detroit	D-5	905 FB	0994
Byrd, Mark-Grand Rapids	R-28	301 CB	0797
Byrd, Brent-Highland Park	D-2	270 FB	7748
Byrd, Rick-Grand Rapids	R-24	915 FB	3447
Byrd, Roger-Saginaw	R-37	324 CB	1760
Byrd, Jim-Lake Orion	R-15	305 FB	1758
Byrd, Arlen-West Olive	R-30	8 CB	6970
Byrd, John-Midland	R-36	715 FB	7946
Byrd, Mike-Battle Creek	R-19	132 CB	2426
Byrd, Phil-St. Clair	R-25	905 FB	7708
Byrd, George-Mt. Troy	R-21	870 FB	6960
Byrd, John-St. Joseph	R-10	370 FB	3543
Byrd, Steve-Dave-Grand Blont	R-26	320 FB	1636
Byrd, Tony-Steering Heights	R-10	205 FB	7315
Byrd, Tom-Lawton	R-20	405 FB	0793
Byrd, John-Virgil Detroit	D-4	510 FB	2918
Byrd, Howard-Ann Arbor	R-37	910 FB	2413
Byrd, Robert-Ann Arbor	D-18	415 FB	7066
Byrd, Brent-East Lansing	D-23	105 CB	1734
Byrd, Coleman-Detroit	D-1	410 FB	7346

1=Forum Bldg. 10B=House Office Bldg. CB=Capitol Bldg.

2012 HOUSE UN-REPRESENTATIVES
 Post Office Box 30014, Lansing, MI 48909-7514
 63 Republicans - 47 Democrats
 Website: www.house.mi.gov

Name	Party	Office	Phone
Apiano, David-Grandville	R-74	093 HOB	8900
Arnold, Jim-Fint	D-49	898 HOB	7515
Barnett, Nick-Rochester Hills	D-37	886 HOB	1793
Beece, Joan-Lansing	D-68	1007 HOB	0826
Bledsoe, Timothy-Grosse Pointe	D-1	585 HOB	0154
Bolger, James-Marshall	R-63	164 CB	1787
Boren, Lisa-Van Bloomfield	D-39	488 HOB	1799
Brown, Charles-Ray City	D-96	1283 HOB	0158
Brunstend, Jim-Hewap	R-80	1289 HOB	7317
Byrum, Barb-Onondago	D-67	006 HOB	0587
Callahan, Michael-Rochester Hills	R-87	3191 HOB	0642
Chambers, Phil-Redford Township	D-17	496 HOB	0857
Chambers, Paul-Lincoln Park	D-14	693 HOB	0140
Conston, Rick-Dezoban Heights	D-16	495 HOB	0849
Conley, Kevin-Mount Pleasant	R-99	1288 HOB	1789
Crawford, Hugh-Hart	R-38	893 HOB	0837
Daley, Kevin-Africa	R-87	1766 HOB	1800
Dawson, Kurt-Port Austin	R-84	1188 HOB	0476
Dawson, George-Dearborn	D-15	494 HOB	0847
Deady, Cindy-Isaiahville	R-47	896 HOB	0835
Dillon, Brandon-Grand Rapids	D-75	1094 HOB	2688
Dunlap, Fred-Detroit	D-6	645 HOB	0844
Earl, Anthony-DeWitt	R-30	794 HOB	1768
Earl, Frank-Harrison Twp.	R-24	1488 HOB	2629
Foster, Frank-Palston	R-107	1385 HOB	0825
Frantz, Roy-DuSable	D-22	786 HOB	0836
Geiss, Douglas-Taylor	R-88	1197 HOB	0836
Genski, Bob-Southfield	R-81	1185 HOB	1770
Gilbert, Joe-Algonquin	R-85	1189 HOB	0841
Glick, Ken-Roy Township	R-33	797 HOB	0920
Garvey, Joe-Linden	R-51	935 HOB	1780
Garrett, Tim-Jeburn Hills	D-79	793 HOB	1766
Haines, Carl-Harford	R-43	892 HOB	0615
Hammill, Richard-Flushing	D-48	167 CB	7557
Hansen, Joseph-Holland	R-40	891 HOB	0854
Heise, Kurt-Plymouth	R-20	699 HOB	2816
Hobbs, Rudy-Lathrop Village	D-35	799 HOB	1783
Holmes, Tom-Bryan Center	R-77	1066 HOB	2277
Horn, Kenneth-Frankenmuth	R-94	1188 HOB	0837
Hovars, Lisa-Detroit	D-7	1166 HOB	2646
Hughes, Holly-Montegno	R-91	1195 HOB	0106
Huck, Marc-Silvatic Hills	R-110	1409 HOB	3456
Irvine, Jeff-Ann Arbor	D-53	937 HOB	2577
Jackson, Shonelle-Detroit	D-9	688 HOB	1705
Jackson, Brad-Detroit	R-46	895 HOB	1798
Jenkins, Nancy-Clermont	R-57	991 HOB	1706
Johnson, Joel-Care	R-97	1286 HOB	8962
Kandrews, Andrew-Southgate	D-13	672 HOB	0845
Koehnberg, Harry-Troy	R-41	800 HOB	1793
Kurtz, Kenneth-Goldwater	R-58	992 HOB	2816
Lafontaine, Andrea-Richmond	R-32	796 HOB	8971

Name	Party	Office	Phone
Lane, North-Frost	D-31	795 HOB	0159
Lanning, Richard-Westland	D-18	697 HOB	2536
Lindberg, Steven-Monquette	D-109	1488 HOB	0498
Lipin, Ellen-Huntington Woods	D-27	791 HOB	0478
Liss, Leslie-Muskegon	D-28	792 HOB	2235
Lutz, Matt-Constitution	R-59	993 HOB	0832
Lutz, Peter-Shelby Twp.	R-36	1190 HOB	0843
Lynn, Lisa-Pontiac-Airport	R-68	1190 HOB	0846
MacGregor, Peter-Redford	R-73	1092 HOB	0718
MacKinnon, Ed-Walton	R-105	1389 HOB	0829
McCaum, Sam-Kalamazoo	R-108	1487 HOB	0156
McKillop, Tom-Rochester Hills	R-40	994 HOB	1785
McNees, Mark-East Lansing	R-69	894 HOB	1773
Mass, Chuck-Shimling	R-43	351 CB	8630
McLure, Paul-Blawie City	R-83	1187 HOB	0835
McNulty, Art-Detroit	R-11	690 HOB	3815
McNulty, Art-Detroit	R-80	1099 HOB	0829
McNulty, Stacey-Evan-Saginaw	D-95	1199 HOB	0152
McNulty, Margaret-Portage	R-61	995 HOB	1774
McNulty, Rick-Saline	R-55	989 HOB	1792
McNulty, John-Detroit	D-5	359 HOB	0144
McNulty, Paul-DeWitt	R-93	1197 HOB	1778
McNulty, Mark-Ann Arbor	R-52	986 HOB	0828
McNulty, Rick-Southfield	R-70	1089 HOB	0834
McNulty, Paul-Frasque Isle	R-108	1485 HOB	0833
McNulty, Earl-Lansing	R-84	998 HOB	1795
McNulty, Phil-Cadillac	R-107	1386 HOB	1147
McNulty, Amanda-Holland	R-89	1193 HOB	0838
McNulty, Al-Steransville	R-79	1098 HOB	1403
McNulty, Bruce-Lake City	R-102	1387 HOB	3817
McNulty, David-Ypsilanti	R-46	1095 HOB	1784
McNulty, David-Ypsilanti	D-51	988 HOB	1771
McNulty, Harvey-Detroit	D-10	689 HOB	6970
McNulty, Wayne-Hoovers City	R-104	1288 HOB	0822
McNulty, Kate-Battle Creek	D-82	141 CB	0555
McNulty, Mike-Clio Lake	R-71	1099 HOB	0853
McNulty, Steve-Detroit	R-65	999 HOB	1775
McNulty, Steve-Detroit	D-21	735 HOB	2525
McNulty, Steve-Detroit	D-50	899 HOB	2906
McNulty, Tom-Few Boston	R-23	787 HOB	0855
McNulty, Thomas-Detroit	D-8	687 HOB	2276
McNulty, Jim-Midland	R-98	153 CB	1791
McNulty, Wade-Flint	D-34	798 HOB	8808
McNulty, Marilee-Detroit	D-4	588 HOB	1608
McNulty, Joe-Warren	D-25	789 HOB	1772
McNulty, Alberto-Therapy-Detroit	D-3	587 HOB	1776
McNulty, Rashida-Detroit	D-12	691 HOB	8823
McNulty, Jim-Royal Oak	D-76	700 HOB	3818
McNulty, Sharon-Wills	R-78	1097 HOB	1796
McNulty, John-Livonia	R-19	251 CB	3920
McNulty, Jimmy-Detroit	D-7	668 HOB	0589
McNulty, Ken-Cadillac	R-72	1091 HOB	0840
McNulty, Bob-Ida	R-56	990 HOB	2617

2012 Legislative Directory



A Union of Professionals
AFT Michigan
 AFL-CIO

Headquarters
 26601 East Jefferson
 Detroit, MI 48207
 PH: (313) 393-2200
 Fax: (313) 393-2236
 www.aftmichigan.org

Lansing Office
 419 S. Washington, Ste. 301
 Lansing, MI 48903
 PH: (517) 371-4300
 Fax: (517) 371-1922
 E-Mail: millsrp@aol.com

Northern Michigan Office
 2342-B Industrial St.
 P.O. Box 172
 Grayling, MI 49738
 PH: (989) 348-1191
 Fax: (989) 348-4178

To E-Mail your State Legislators go to our website:
www.aftmichigan.org

or
www.senate.mi.gov
www.house.mi.gov

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SENATE STANDING COMMITTEES

AGRICULTURE (4/1): Hines, Booher, Emmans, Hansen, Sikson
APPROPRIATIONS (11/5): Kahn, Moolenaar, Proos, Jansen, Green, Booher, Schuitmaker, Pappageorge, Caswell, Colbeck, Walker, Anderson, Gregory, Hood, Hoggood, Johnson
BANKING AND FINANCIAL INSTITUTIONS (5/2): Booher, Nofs, Green, Rocco, Marleau, Hunter, Smith
ECONOMIC DEVELOPMENT (5/2): Kowall, Hildenbrand, Hansen, Emmans, Nofs, Hunter, Smith
EDUCATION (3/2): Pavlov, Emmans, Colbeck, Hoggood, Young
ENERGY AND TECHNOLOGY (6/3): Nofs, Proos, Schuitmaker, Jones, Walker, Marleau, Hoggood, Bieda, Young
FAMILIES, SENIORS AND HUMAN SERVICES (3/1): Emmans, Rocco, Nofs, Gregory
FINANCE (5/2): Brandenburg, Jansen, Pappageorge, Robertson, Proos, Bieda, Warren
GOVERNMENT OPERATIONS (3/2): Richmondville, Hildenbrand, Meekhof, Whitmer, Hunter
HEALTH POLICY (6/2): Marleau, Robertson, Hine, Schuitmaker, Emmans, Jones, Warren, Gleason
INSURANCE (5/2): Hine, Marleau, Brandenburg, Robertson, Hansen, Smith, Bieda
JUDICIARY (3/1): Jones, Schuitmaker, Rocco, Bieda
LOCAL GOVERNMENT AND ELECTIONS (3/1): Robertson, Hansen, Brandenburg, Young
NATURAL RESOURCES, ENVIRONMENT AND GREAT LAKES (5/2): Casperson, Pavlov, Kowall, Meekhof, Green, Warren, Hood
OUTDOOR RECREATION AND TOURISM (5/2): Hansen, Hildenbrand, Casperson, Meekhof, Moolenaar, Gleason, Young
REDISTRICTING (6/3): Hine, Jones, Hildenbrand, Marleau, Moolenaar, Proos, Bieda, Johnson, Smith
REFORMS, RESTRUCTURING AND REINVENTION (5/2): Jansen, Colbeck, Robertson, Casperson, Kowall, Young, Warren
REGULATORY REFORM (5/2): Rocco, Jones, Hine, Pavlov, Meekhof, Johnson, Warren
TRANSPORTATION (5/2): Casperson, Kowall, Brandenburg, Pavlov, Hansen, Gleason, Hood
VETERANS, MILITARY AFFAIRS AND HOMELAND SECURITY (3/2): Moolenaar, Pappageorge, Emmans, Gregory, Smith

SENATE APPROPRIATIONS SUBCOMMITTEES

AGRICULTURE AND RURAL DEVELOPMENT (2/1): Green, Moolenaar, Hoggood
CAPITAL OUTLAY (5/2): Booher, Schuitmaker, Jansen, Moolenaar, Green, Hood, Anderson
COMMUNITY COLLEGES (2/1): Booher, Schuitmaker, Anderson
COMMUNITY HEALTH (3/1): Moolenaar, Caswell, Booher, Gregory
CORRECTIONS (2/1): Proos, Walker, Anderson
ENVIRONMENTAL QUALITY (3/1): Green, Walker, Booher, Hoggood
GENERAL GOVERNMENT (3/1): Pappageorge, Jansen, Colbeck, Johnson
HIGHER EDUCATION (2/1): Schuitmaker, Walker, Hood
HUMAN SERVICES (3/1): Caswell, Jansen, Proos, Gregory
JUDICIARY (2/1): Proos, Schuitmaker, Johnson
K-12, SCHOOL AID AND EDUCATION (3/1): Walker, Caswell, Pappageorge, Hoggood
LICENSING AND REGULATORY AFFAIRS (2/1): Jansen, Proos, Johnson
NATURAL RESOURCES (3/1): Green, Walker, Booher, Hoggood
RETIREMENT (3/1): Jansen, Caswell, Colbeck, Hood
STATE POLICE AND MILITARY AFFAIRS (2/1): Colbeck, Pappageorge, Gregory
TRANSPORTATION (2/1): Pappageorge, Colbeck, Anderson

JOINT COMMITTEES

ADMINISTRATIVE RULES: Senators: Pappageorge, Meekhof, Marleau, Hunter, Johnson. Representatives: Olson, Rocco, Hine, Constan, Byrum
LEGISLATIVE COUNCIL: Senators: Richardville, Rocco, Schuitmaker, Jansen, Whitmer, Hunter. Alternates: Senators: Hildenbrand, Moolenaar, Bieda. Representatives: Bolger, Stamas, Walsh, Moss, Meadows, Dokes. Alternates: Representatives: McMillin, Farrington, Lipton
MICHIGAN CAPITOL COMMITTEE: Senators: Richardville, Bieda, Hildenbrand, Meekhof. Representatives: W. Schmidt, Stamas, Hughes, Booher
SENATE FISCAL AGENCY BOARD OF GOVERNORS: Senators: Kahn, Richardville, Caswell, Whitmer, Anderson
HOUSE FISCAL AGENCY GOVERNING BOARD: Representatives: Moss, Bolger, Stamas, LeBlanc, Hamamel, Segal

HOUSE STANDING COMMITTEES

AGRICULTURE (11/6): Daley, Denby, Glardon, Johnson, Kurtz, Tyler, Lafontaine, McBroon, Rendon, Outman, Muzlow, Brumer, Oakes, Telahi, Hovey-Wright, Segal, Smiley
APPROPRIATIONS (17/10): Moss, Haveman, Agema, Rogers, Lori, Genetski, Kowall, Goike, Jenkins, Poleski, MacGregor, Pachelka, Bumstead, Potvin, MacMaster, Cotter, Farfalli, LeBlanc, Aquatic, Bauer, Dillon, Durial, Jackson, Lindberg, Lipton, McCam, Thib
BANKING AND FINANCIAL SERVICES (7/4): Knollenberg, Lyons, Farrington, Foster, Huski, Olson, Pettolino, Womack, Switalski, Lemonte, Stanley
COMMERCE (12/7): W. Schmidt, Tyler, Farrington, Gilbert, Glardon, Knollenberg, Lund, Denby, Shaughnessy, Shirley, Somerville, Switalski, Zorn, Bledsoe, Hough, Barnett, Clemente, Townsend, Olumba
EDUCATION (12/7): Lyons, Hooker, Price, Heise, Shaughnessy, McMillin, Crawford, O'Brien, Nesbitt, Yankee, Bumstead, Franz, Brown, Darany, Howze, Hobbs, Rutledge, Stallworth, Geiss
ENERGY AND TECHNOLOGY (13/8): Horn, Shirley, Crawford, McBroon, Franz, Jacobsen, Price, Nesbitt, Opsommer, Outman, Kowall, Zorn, Haveman, R. Schmidt, Santoro, Irwin, Brumer, Stallworth, Cavanaugh, Smiley, Switalski
FAMILIES, CHILDREN AND SENIORS (6/3): Kurtz, O'Brien, Haines, Heise, Hooker, Rendon, Stevens, Lene, Stapleton
GOVERNMENT OPERATIONS (3/2): Stamas, Nesbitt, McMillin, Barnett, Kondrows
HEALTH POLICY (12/7): Haines, Callan, Hooker, Huski, Kurtz, Muzlow, Opsommer, W. Schmidt, Hughes, Graves, Yankee, Shirley, Liss, Stallworth, Darany, Segal, Womack, Hovey-Wright, Greimal
INSURANCE (11/6): Lund, Shaughnessy, Callan, Denby, Glardon, Johnson, Opsommer, O'Brien, Lyons, Lafontaine, Yankee, Kondrows, R. Schmidt, Segal, Hovey-Wright, Howze, Geiss
JUDICIARY (10/7): Walsh, Heise, Muzlow, Demrow, Graves, Horn, Jacobsen, Pettolino, Cotter, Somerville, Meadows, Constan, Oakes, Brown, Irwin, Cavanaugh, Olumba
LOCAL, INTERGOVERNMENTAL AND REGIONAL AFFAIRS (9/6): Duimet, Pettolino, Price, Crawford, Daley, Hughes, Lafontaine, Rendon, Shaughnessy, Stanley, Constan, Townsend, Stapleton, Rutledge, Lona
MILITARY AND VETERANS AFFAIRS AND HOMELAND SECURITY (7/6): Franz, Haines, Callan, Hughes, Tyler, Zorn, Graves, Nathan, Darany, Stanley, Liss, Clemente, Greimal
NATURAL RESOURCES, TOURISM AND OUTDOOR RECREATION (7/4): Foster, Huski, Hughes, Demrow, Johnson, Pettolino, W. Schmidt, Hough, Stapleton, Bledsoe, Stevens
OVERSIGHT, REFORM AND ETHICS (4/2): McMillin, Jacobsen, Price, Denby, Bledsoe, Brown
REDISTRICTING AND ELECTIONS (6/3): Lund, McBroon, Outman, Knollenberg, Pachelka, Tyler, Byrum, Nathan, Stanley

REGULATORY REFORM (10/5): Crawford, Tooker, Franz, Muzlow, McBroon, McMillin, Opsommer, Rendon, Shirley, Stamas, Rutledge, Byrum, Stevens, Womack
TAX POLICY (10/7): Gilbert, Walsh, Farrington, Foster, Horn, He O'Brien, Olson, Quimel, Lyons, Constan, Barnett, Kondrows, Meado Townsend, Cavanaugh, Hobbs
TRANSPORTATION (10/7): Opsommer, Glardon, Daley, Quimel, Huski, Jacobsen, Muzlow, Olson, W. Schmidt, Somerville, Geiss, Lela Neilhan, Liss, Byrum, Smiley, R. Schmidt

HOUSE APPROPRIATIONS SUBCOMMITTEE

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COMMUNITY COLLEGES (3/2): Goike, Genetski, Cotter, McCam, Lipton
COMMUNITY HEALTH (4/2): Lori, MacGregor, Agema, Genetski, Booher
CORRECTIONS (4/2): Haveman, MacMaster, Lori, Rogers, Lindbr Durial
ENERGY LABOR AND ECONOMIC GROWTH (4/2): Pachelka Rogers, MacGregor, MacMaster, Aquatic, Dillon
EDUCATION (4/2): Rogers, Poleski, Bumstead, Potvin, Bauer, Di
ENVIRONMENTAL QUALITY (3/1): Kowall, Bumstead, Pachelka, McCam
FISCAL OVERSIGHT, AUDIT AND LITIGATION (2/1): Moss, Durial
GENERAL GOVERNMENT (4/2): Poleski, Lori, Kowall, Farfalli, Lipton
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HUMAN SERVICES (4/2): Agema, MacMaster, Farfalli, Bumsteo Jackson, Thib
JOINT CAPITAL OUTLAY (5/2): Kowall, Goike, Genetski, Potv Pachelka, Jackson, McCam
JUDICIARY (3/1): Cotter, Farfalli, Jenkins, Thib
MILITARY AND VETERANS AFFAIRS (3/1): MacGregor, Jen Rogers, LeBlanc
NATURAL RESOURCES (3/1): Bumstead, Kowall, Pachelka, Li SCHOOL AID (4/2): Rogers, Poleski, Bumstead, Potvin, Lipton
STATE POLICE (3/1): MacGregor, Jenkins, Rogers, LeBlanc
SUPPLEMENTALS (2/1): Moss, Cotter, LeBlanc
TRANSPORTATION (4/2): Agema, Goike, Jenkins, Potvin, Dil LeBlanc

TEACHERS' TENURE
Act 4 of 1937 (Ex. Sess.)

AN ACT relative to continuing tenure of office of certificated teachers in public educational institutions; to provide for probationary periods; to regulate discharges or demotions; to provide for resignations and leaves of absence; to create a state tenure commission and to prescribe the powers and duties thereof; and to prescribe penalties for violation of the provisions of this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—Am. 1964, Act 2, Eff. Aug. 28, 1964.

Popular name: Teachers' Tenure Act

The People of the State of Michigan enact:

ARTICLE I
DEFINITIONS.

38.71 "Teacher" defined.

Sec. 1. (1) The term "teacher" as used in this act means a certificated individual employed for a full school year by any board of education or controlling board.

(2) An individual who is not certificated but is employed for a full school year pursuant to section 1233b of the revised school code, Act No. 451 of the Public Acts of 1976, being section 380.1233b of the Michigan Compiled Laws, or is employed pursuant to an annual vocational authorization or a temporary approval, as defined in state board rule, is considered to be a teacher for the purpose of serving the probationary period under article II, but such an individual is not considered a teacher for the purpose of continuing tenure under article III until he or she becomes certificated.

(3) An individual employed as a teacher in a public school academy established under Act No. 451 of the Public Acts of 1976, being sections 380.1 to 380.1852 of the Michigan Compiled Laws, is not considered a teacher during that employment for the purpose of continuing tenure under article III. However, an individual described in section 1(4) of article III is a teacher for the purpose of retaining continuing tenure as described in that section.

(4) Teacher does not include an individual whose teaching certificate has expired or has been suspended or revoked.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.71;—Am. 1967, Act 216, Imd. Eff. July 10, 1967;—Am. 1993, Act 59, Imd. Eff. June 11, 1993;—Am. 1993, Act 337, Imd. Eff. Dec. 31, 1993;—Am. 1996, Act 282, Imd. Eff. June 17, 1996.

Popular name: Teachers' Tenure Act

38.72 "Certificated" defined.

Sec. 2. The term "certificated" means holding a valid teaching certificate, as defined by the state board of education. For the purpose of this section, an individual is considered to be holding a valid teaching certificate if the individual has on file with his or her employing school district either an appropriate teaching certificate issued by the state board of education or, if the individual's application for a teaching certificate has not been confirmed or rejected by the state board, written evidence from the individual's teacher education college that he or she meets the requirements described in section 1535 of the school code of 1976, Act No. 451 of the Public Acts of 1976, being section 380.1535 of the Michigan Compiled Laws.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.72;—Am. 1967, Act 216, Imd. Eff. July 10, 1967;—Am. 1993, Act 59, Imd. Eff. June 11, 1993.

Popular name: Teachers' Tenure Act

Administrative rules: R 390.661 of the Michigan Administrative Code.

38.73 "Controlling board" defined.

Sec. 3. As used in this act, "controlling board" means all boards having the care, management, or control over public school districts and public educational institutions other than a public school academy established under the revised school code, Act No. 451 of the Public Acts of 1976, being sections 380.1 to 380.1852 of the Michigan Compiled Laws.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.73;—Am. 1993, Act 337, Imd. Eff. Dec. 31, 1993;—Am. 1996, Act 282, Imd. Eff. June 17, 1996.

Popular name: Teachers' Tenure Act

38.74 "Demote" defined.

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Sec. 4. The word "demote" means to suspend without pay for 15 or more consecutive days or reduce compensation for a particular school year by more than an amount equivalent to 30 days' compensation or to transfer to a position carrying a lower salary. However, demote does not include discontinuance of salary pursuant to section 3 of article IV, the discontinuance or reduction of performance-based compensation paid pursuant to section 1250 of the revised school code, 1976 PA 451, MCL 380.1250, or a reduction in personnel, including, but not limited to, a reduction in workweeks or workdays.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.74;—Am. 1993, Act 60, Eff. Oct. 1, 1993;—Am. 2005, Act 124, Eff. Jan. 1, 2006;—Am. 2011, Act 100, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.75 School year; definition.

Sec. 5. The "school year" shall be defined as the legal school year at the time and place where service was rendered.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.75.

Popular name: Teachers' Tenure Act

ARTICLE II PROBATIONARY PERIOD.

38.81 Teachers' probationary period; continuing tenure.

Sec. 1. (1) Subject to subsections (2) and (3) and section 3b of this article, a teacher is in a probationary period during his or her first 5 full school years of employment.

(2) Subject to section 3b of this article, a teacher under contract but not on continuing tenure as of the effective date of the 2011 amendatory act that amended this subsection is in a probationary period during his or her first 4 full school years of employment.

(3) A teacher on continuing tenure as of the effective date of the 2011 amendatory act that amended this subsection continues to be on continuing tenure even if the teacher has not served for at least 5 full school years of employment.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.81;—Am. 1993, Act 59, Imd. Eff. June 11, 1993;—Am. 2011, Act 101, Imd. Eff. July 19, 2011.

Transfer of powers: See MCL 16.406.

Popular name: Teachers' Tenure Act

38.82 Probationary period.

Sec. 2. A teacher shall not be required to serve more than 1 probationary period in any 1 school district or institution.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.82;—Am. 1993, Act 59, Imd. Eff. June 11, 1993;—Am. 2011, Act 101, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.82a Probationary teacher rated as effective or highly effective; displacement.

Sec. 2a. A probationary teacher who is rated as effective or highly effective on his or her most recent annual year-end performance evaluation under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, is not subject to being displaced by a teacher on continuing tenure solely because the other teacher has continuing tenure.

History: Add. 2011, Act 101, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.83 Controlling board; statements of performance and notices of dismissal; issuance to probationary teachers.

Sec. 3. (1) Before the end of each school year, the controlling board shall provide the probationary teacher with a definite written statement as to whether or not his or her work has been effective. Subject to subsection (2), a probationary teacher or teacher not on continuing contract shall be employed for the ensuing year unless notified in writing at least 15 days before the end of the school year that his or her services will be discontinued.

(2) A teacher who is in a probationary period may be dismissed from his or her employment by the controlling board at any time.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.83;—Am. 1967, Act 216, Imd. Eff. July 10, 1967;—Am. 2011, Act 101, Imd. Eff. July 19, 2011.

101. Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.83a Teacher in probationary period; individualized development plan; performance evaluation; basis.

Sec. 3a. The controlling board of a probationary teacher's employing school district shall ensure that the teacher is provided with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher and that the teacher is provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on classroom observations and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. The controlling board shall determine the format and number of the classroom observations in consultation with teachers and school administrators. A performance evaluation shall be conducted in accordance with section 1249 of the revised school code, 1976 PA 451, MCL 380.1249.

History: Add. 1993, Act 59, Imd. Eff. June 11, 1993;—Am. 2011, Act 101, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.83b Successful completion of probationary period; conditions.

Sec. 3b. (1) Except as otherwise provided in subsection (2), a teacher shall not be considered to have successfully completed the probationary period unless the teacher has been rated as effective or highly effective on his or her 3 most recent annual year-end performance evaluations under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, and has completed at least 5 full school years of employment in a probationary period.

(2) If a teacher has been rated as highly effective on 3 consecutive annual year-end performance evaluations under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, and has completed at least 4 full school years of employment in a probationary period, the teacher shall be considered to have successfully completed the probationary period.

History: Add. 2011, Act 101, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.84 Probationary period; portions of act inapplicable.

Sec. 4. Articles 4, 5 and 6 shall not apply to any teacher deemed to be in a period of probation.

History: Add. 1963, Act 242, Eff. Sept. 6, 1963.

Popular name: Teachers' Tenure Act

ARTICLE III
CONTINUING TENURE.

38.91 Teacher on continuing tenure; program operated by consortium of districts; teacher employed in public school academy; adult education; contracts of employment in other than classroom; salary; extra duty for extra pay.

Sec. 1. (1) After the satisfactory completion of the probationary period, a teacher is considered to be on continuing tenure under this act. A teacher on continuing tenure shall be employed continuously by the controlling board under which the probationary period has been completed and shall not be dismissed or demoted except as specified in this act. Continuing tenure is held only in accordance with this act.

(2) If a teacher employed in a program operated by a consortium of school districts was previously on continuing tenure in a school district that participates in the consortium, the teacher shall be considered to be on continuing tenure only in that school district.

(3) If a teacher employed in a program operated by a consortium of school districts was not previously on continuing tenure in a school district that participates in the consortium and satisfactorily completes the probationary period, the teacher shall be considered to be on continuing tenure only in the school district that is the fiscal agent for the consortium. However, if there is a written agreement between the teacher and another participating school district that provides that the teacher will have continuing tenure in that school district, the teacher shall be considered to be on continuing tenure only in that school district and shall not be considered to be on continuing tenure in the school district that is the fiscal agent for the consortium.

(4) If a teacher employed in a public school academy established under the revised school code, 1976 PA 451, MCL 380.1 to 380.1852, is on leave of absence from a school district and was on continuing tenure in the school district at the time he or she began the leave of absence, the teacher retains continuing tenure in

that school district during the period he or she is employed in the public school academy.

(5) If a teacher satisfactorily completes the probationary period as an adult education teacher, the teacher shall be considered to be on continuing tenure in the school district only for adult education and shall not by virtue of completing the probationary period as an adult education teacher be considered to be on continuing tenure in the school district for elementary and secondary education.

(6) If a teacher satisfactorily completes the probationary period as an elementary or secondary education teacher, the teacher shall be considered to be on continuing tenure in the school district only for elementary and secondary education and shall not by virtue of completing the probationary period as an elementary or secondary education teacher be considered to be on continuing tenure in the school district for adult education.

(7) For a teacher employed in a capacity other than as a classroom teacher, including but not limited to, a superintendent, assistant superintendent, principal, department head or director of curriculum, under a contract of employment made with the teacher after the completion of the probationary period, a controlling board shall not provide in the contract of employment that the teacher will be considered to be granted continuing tenure in that other capacity by virtue of the contract of employment. Such a teacher shall be considered to have been granted continuing tenure only as an active classroom teacher in the school district. Upon the termination of such a contract of employment, if the controlling board does not reemploy the teacher under contract in the capacity covered by the contract, the teacher shall be continuously employed by the controlling board as an active classroom teacher. Failure of a controlling board to reemploy a teacher in any such capacity upon the termination of any such contract of employment described in this subsection shall not be considered to be a demotion under this act. The salary in the position to which the teacher is assigned shall be the same as if the teacher had been continuously employed as an active classroom teacher.

(8) Continuing tenure does not apply to an annual assignment of extra duty for extra pay.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—Am. 1941, Act 119, Imd. Eff. May 23, 1941;—CL 1948, 35.91;—Am. 1963, Act 242, Eff. Sept. 6, 1963;—Am. 1993, Act 59, Imd. Eff. June 11, 1993;—Am. 1993, Act 337, Imd. Eff. Dec. 31, 1993;—Am. 1996, Act 282, Imd. Eff. June 17, 1996;—Am. 2011, Act 101, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.92 Teacher on continuing tenure; employment by another controlling board.

Sec. 2. If a teacher on continuing tenure is employed by another controlling board, the teacher is not subject to another probationary period of more than 2 years beginning with the date of employment, and may at the option of the controlling board be placed immediately on continuing tenure. A notice provided under section 3 of article 2 shall be given not later than 60 days before the completion of the probationary period. If a teacher on continuing tenure becomes an employee of another controlling board as a result of school district annexation, consolidation or other form of school district reorganization, the teacher shall be placed on continuing tenure within 30 days unless the controlling board, by a 2/3 vote on an individual basis, places the teacher on not more than 2 years' probation. However, if such a teacher is under contract but not on continuing tenure with the employing board as of the effective date of the amendatory act that added this sentence, the teacher is not subject to another probationary period of more than 1 year beginning with the date of employment.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.92;—Am. 1967, Act 216, Imd. Eff. July 10, 1967;—Am. 1993, Act 59, Imd. Eff. June 11, 1993.

Popular name: Teachers' Tenure Act

38.93 Teacher on continuing tenure; annual year-end performance evaluation; individualized development plan.

Sec. 3. The controlling board of the school district employing a teacher on continuing tenure shall ensure that the teacher is provided with an annual year-end performance evaluation in accordance with section 1249 of the revised school code, 1976 PA 451, MCL 380.1249. If the teacher has received a rating of ineffective or minimally effective on an annual year-end performance evaluation, the school district shall provide the teacher with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. The individualized development plan shall require the teacher to make progress toward individual development goals within a specified time period, not to exceed 180 days. The annual year-end performance evaluation shall be based on multiple classroom observations conducted during the period covered by the evaluation and shall include, in addition to the factors required under section 1249 of the revised school code, 1976 PA 451, MCL 380.1249, at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. The controlling board shall determine the format and number of the classroom observations in consultation with teachers and school

administrators.

History: Add. 1993, Act 59, Imd. Eff. June 11, 1993;—Am. 2011, Act 101, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

ARTICLE IV DISCHARGE, DEMOTION OR RETIREMENT.

38.101 Teacher on continuing tenure; discharge, demotion, or retirement; continuation of contracts of teachers over retirement age.

Sec. 1. (1) Except as otherwise provided in section 1a of this article, discharge or demotion of a teacher on continuing tenure may be made only for a reason that is not arbitrary or capricious and only as provided in this act.

(2) This act does not prevent any controlling board from establishing a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement under the public school employees retirement act of 1979, 1980 PA 300, MCL 38.1301 to 38.1437, or, having established a reasonable retirement age policy, from temporarily continuing on a year-to-year basis on criteria equally applied to all teachers the contract of any teacher whom the controlling board might wish to retain beyond the established retirement age for the benefit of the school system.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—Am. 1941, Act 119, Imd. Eff. May 23, 1941;—CL 1948, 38.101;—Am. 1966, Act 15, Imd. Eff. Apr. 6, 1966;—Am. 1993, Act 60, Eff. Oct. 1, 1993;—Am. 2005, Act 156, Eff. Jan. 1, 2006;—Am. 2011, Act 100, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.101a Teacher rights subject to MCL 380.1230d and 380.1535a.

Sec. 1a. The rights of a teacher on continuing tenure under this article are subject to sections 1230d(4) and 1535a(4) and (5) of the revised school code, 1976 PA 451, MCL 380.1230d and 380.1535a. For the purposes of this article, a conviction of a violation of section 1230d of the revised school code, 1976 PA 451, MCL 380.1230d, or a violation of 1 of the crimes listed in section 1535a(1) of the revised school code, 1976 PA 451, MCL 380.1535a, is considered to be reasonably and adversely related to the ability of the person to serve in an elementary or secondary school and is sufficient grounds to support the discharge or demotion of a teacher on continuing tenure.

History: Add. 2005, Act 124, Eff. Jan. 1, 2006.

Popular name: Teachers' Tenure Act

38.102 Charges against teacher; filing with controlling board; decision to proceed upon charges; written statement of charges and teacher's rights.

Sec. 2. All charges against a teacher shall be made in writing, signed by the person making the charges, and filed with the secretary, clerk, or other designated officer of the controlling board, and a copy of the charges shall be provided to the teacher. The charges shall specify a proposed outcome of either discharge or a specific demotion of the teacher. The controlling board shall decide whether or not to proceed upon the charges, or may modify the charges and decide to proceed upon the charges as modified, not later than 10 days after the charges are filed with the controlling board. A decision to proceed upon the charges shall not be made except by a majority vote of the controlling board and shall be reduced to writing. The controlling board, if it decides to proceed upon the charges, shall furnish the teacher not later than 5 days after deciding to proceed upon the charges with the written decision to proceed upon the charges, a written statement of the charges and a statement of the teacher's rights under this article.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.102;—Am. 1967, Act 216, Imd. Eff. July 10, 1967;—Am. 1993, Act 60, Eff. Oct. 1, 1993.

Popular name: Teachers' Tenure Act

38.103 Suspension of teacher pending certain conditions; compensation.

Sec. 3. (1) On the filing of charges in accordance with this article, the controlling board may suspend the accused teacher from active performance of duty until 1 of the following occurs:

(a) The teacher fails to contest the decision to proceed upon the charges within the time period specified in section 4(1) of this article.

(b) A preliminary decision and order discharging or demoting the teacher is issued by the administrative law judge under section 4(5)(i) of this article.

(c) If the preliminary decision and order is to reinstate the teacher, a final decision and order is rendered by

the tenure commission under section 4(5)(m) of this article.

(2) Except as otherwise provided in subsections (3) and (4), if a teacher is suspended under subsection (1), the teacher's salary shall continue during the suspension.

(3) If criminal charges have been filed against a teacher, a controlling board may place the teacher's salary in an escrow account during a suspension under subsection (1). Before placing the teacher's salary in an escrow account as described in this subsection, the controlling board shall provide to the teacher notice of the charges, an explanation of the employer's evidence, and an opportunity for the teacher to respond, either in writing or in person. Health or life insurance benefits, or both, may be continued during the suspension at the option of the controlling board. If the administrative law judge issues a preliminary decision and order under section 4(5)(i) of this article to reinstate the teacher or for payment for salary lost by the teacher during the suspension, the controlling board shall release the money in the escrow account to the teacher to the extent necessary to effectuate the order. If the teacher fails to timely contest the decision to proceed upon the charges or if the administrative law judge issues a preliminary decision and order under section 4(5)(i) of this article discharging or demoting the teacher, the controlling board is entitled to the money in the escrow account.

(4) If a teacher who is suspended under subsection (1) is convicted of a felony that is not a listed offense or of a misdemeanor that is a listed offense, the controlling board may discontinue the teacher's salary effective upon the date of the conviction. If the teacher is convicted of a felony that is a listed offense, the controlling board shall discontinue the teacher's salary effective upon the date of conviction. As used in this subsection, "listed offense" means that term as defined in section 2 of the sex offenders registration act, 1994 PA 295, MCL 28.722.

(5) If a preliminary decision and order discharging a teacher is issued by the administrative law judge and the tenure commission subsequently reverses the preliminary decision and order of the administrative law judge, the tenure commission may order back pay.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.103;—Am. 1993, Act 60, Eff. Oct. 1, 1993;—Am. 2005, Act 124, Eff. Jan. 1, 2006;—Am. 2011, Act 100, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.104 Decision to proceed upon charges; appeal with tenure commission; filing; notice; conduct of hearing; dismissal of appeal or denial of discharge or demotion; appeal to court of appeals.

Sec. 4. (1) A teacher on continuing tenure may contest the controlling board's decision to proceed upon the charges against the teacher by filing a claim of appeal with the tenure commission and serving a copy of the claim of appeal on the controlling board not later than 20 days after receipt of the controlling board's decision. The controlling board shall file its answer with the tenure commission and serve a copy of the answer on the teacher not later than 10 days after service of the claim of appeal. If the teacher does not contest the controlling board's decision in the time and manner specified in this subsection, the discharge or demotion specified in the charges takes effect and the teacher shall be considered to have waived any right to contest the discharge or demotion under this act.

(2) An administrative law judge described in subsection (3) shall furnish to each party without undue delay a notice of hearing fixing the date and place of the hearing. The hearing date shall not be less than 10 days after the date the notice of hearing is furnished and shall not be more than 45 days after service of the controlling board's answer unless the tenure commission grants a delay for good cause shown by the teacher or controlling board.

(3) The hearing shall be conducted by an administrative law judge who is an attorney licensed to practice law in this state and is employed by the department of education. An administrative law judge who conducts hearings under this section shall not advise the tenure commission or otherwise participate in a tenure commission review of an administrative law judge's preliminary decision and order under this section.

(4) Except as otherwise provided in this section, the hearing shall be conducted in accordance with chapter 4 of the administrative procedures act of 1969, 1969 PA 306, MCL 24.271 to 24.287, and in accordance with rules promulgated by the tenure commission.

(5) The hearing and tenure commission review shall be conducted in accordance with the following:

(a) The hearing shall be public or private at the option of the teacher.

(b) The hearing shall be held at a convenient place in the county in which all or a portion of the school district is located or, if mutually agreed by the parties, at the tenure commission offices in Lansing. The administrative law judge's necessary travel expenses associated with conducting the hearing outside Lansing shall be borne equally by the tenure commission and the controlling board.

(c) Both the teacher and the controlling board may be represented by legal counsel.

(d) Testimony at the hearing shall be on oath or affirmation.

(c) A stenographer shall make a full record of the proceedings of the hearing. The cost of employing the stenographer and of providing the record shall be borne equally by the tenure commission and the controlling board.

(f) The administrative law judge may subpoena witnesses and documentary evidence on his or her own motion, and shall do so at the request of the controlling board or the teacher. If a person refuses to appear and testify in answer to a subpoena issued by the administrative law judge, the party on whose behalf the subpoena was issued may file a petition in the circuit court for the county in which the hearing is held for an order requiring compliance. Failure to obey such an order of the court may be punished by the court as contempt.

(g) The hearing shall be concluded not later than 75 days after the teacher's claim of appeal was filed with the tenure commission.

(h) The administrative law judge shall make the necessary orders to ensure that the case is submitted for decision not later than 50 days after the hearing is concluded.

(i) Not later than 60 days after submission of the case for decision, the administrative law judge shall serve a preliminary decision and order in writing upon each party or the party's attorney and the tenure commission. The preliminary decision and order shall grant, deny, or modify the discharge or demotion specified in the charges.

(j) Not later than 20 days after service of the preliminary decision and order, a party may file with the tenure commission a statement of exceptions to the preliminary decision and order or to any part of the record or proceedings, including, but not limited to, rulings on motions or objections, along with a written brief in support of the exceptions. The party shall serve a copy of the statement of exceptions and brief upon each of the other parties within the time limit for filing the exceptions and brief. If there are no exceptions timely filed, the preliminary decision and order becomes the tenure commission's final decision and order.

(k) Not later than 10 days after being served with the other party's exceptions and brief, a party may file a statement of cross-exceptions responding to the other party's exceptions or a statement in support of the preliminary decision and order with the tenure commission, along with a written brief in support of the cross-exceptions or of the preliminary decision and order. The party shall serve a copy of the statement of cross-exceptions or of the statement in support of the preliminary decision and order and a copy of the brief on each of the other parties.

(l) A matter that is not included in a statement of exceptions filed under subdivision (j) or in a statement of cross-exceptions filed under subdivision (k) is considered waived and cannot be heard before the tenure commission or on appeal to the court of appeals.

(m) If exceptions are filed, the tenure commission, after review of the record and the exceptions, may adopt, modify, or reverse the preliminary decision and order. The tenure commission shall not hear any additional evidence and its review shall be limited to consideration of the issues raised in the exceptions based solely on the evidence contained in the record from the hearing. The tenure commission shall issue its final decision and order not later than 60 days after the exceptions are filed.

(6) After giving the party notice and an opportunity to comply, the administrative law judge or the tenure commission may dismiss an appeal or deny a discharge or demotion for a party's lack of progress or for a party's repeated failure to comply with the procedures specified in this section or the tenure commission's rules.

(7) A party aggrieved by a final decision and order of the tenure commission may appeal the decision and order to the court of appeals in accordance with the Michigan court rules within 20 days after the date of the decision and order.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.104;—Am. 1993, Act 60, Eff. Oct. 1, 1993;—Am. 2011, Act 101, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

38.104a Definitions; hearing where witness testifies as alleged victim of sexual, physical, or psychological abuse; use of dolls or mannequins; support person; notice; ruling on objection; exclusion of persons not necessary to proceeding; section additional to other protections or procedures.

Sec. 4a. (1) As used in this section:

(a) "Developmental disability" means that term as defined in section 100a of the mental health code, 1974 PA 258, MCL 330.1100a except that, for the purposes of implementing this section, developmental disability includes only a condition that is attributable to a mental impairment or to a combination of mental and physical impairments, and does not include a condition attributable to a physical impairment unaccompanied by a mental impairment.

Rendered Tuesday, August 30, 2011

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(b) "Witness" means an alleged victim under subsection (2) who is either of the following:

(i) A person under 16 years of age.

(ii) A person 16 years of age or older with a developmental disability.

(2) This section only applies to a hearing held under this article in which a witness testifies as an alleged victim of sexual, physical, or psychological abuse. As used in this subsection, "psychological abuse" means an injury to the witness's mental condition or welfare that is not necessarily permanent but results in substantial and protracted, visibly demonstrable manifestations of mental distress.

(3) If pertinent, the witness shall be permitted the use of dolls or mannequins, including, but not limited to, anatomically correct dolls or mannequins, to assist the witness in testifying on direct and cross-examination.

(4) A witness who is called upon to testify shall be permitted to have a support person sit with, accompany, or be in close proximity to the witness during his or her testimony. A notice of intent to use a support person shall name the support person, identify the relationship the support person has with the witness, and give notice to all parties to the proceeding that the witness may request that the named support person sit with the witness when the witness is called upon to testify during any stage of the proceeding. The notice of intent to use a named support person shall be served upon all parties to the proceeding. The controlling board shall rule on any objection to the use of a named support person prior to the date at which the witness desires to use the support person.

(5) In a hearing under this section, all persons not necessary to the proceeding shall be excluded during the witness's testimony.

(6) This section is in addition to other protections or procedures afforded to a witness by law or court rule.

History: Add. 1987, Act 47, Eff. Jan. 1, 1988;—Am. 1998, Act 326, Imd. Eff. Aug. 3, 1998.

Popular name: Teachers' Tenure Act

38.105 Repealed. 2011, Act 101, Imd. Eff. July 19, 2011.

Compiler's note: The repealed section pertained to appointment of teacher on continuing tenure to first vacancy in school district.

ARTICLE V RESIGNATION AND LEAVE OF ABSENCE.

38.111 Resignation or leave of absence; notice required.

Sec. 1. No teacher on continuing tenure shall discontinue his services with any controlling board except by mutual consent, without giving a written notice to said controlling board at least 60 days before September first of the ensuing school year. Any teacher discontinuing his services in any other manner than as provided in this section shall forfeit his rights to continuing tenure previously acquired under this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.111.

Popular name: Teachers' Tenure Act

38.112 Leave of absence; physical or mental disability; reinstatement.

Sec. 2. (1) Any controlling board upon written request of a teacher may grant leave of absence for a period not to exceed 1 year, subject to renewal at the will of the board. Additionally, a controlling board may grant a leave of absence because of physical or mental disability without receiving a written request from a teacher for a period not to exceed 1 year, subject to renewal at the will of the controlling board. A teacher who is placed on an unrequested leave of absence has the right to a hearing on the unrequested leave of absence in accordance with the provisions for a hearing in section 4 of article IV. A leave of absence does not serve to terminate continuing tenure previously acquired under this act.

(2) As a condition to reinstating the teacher at the expiration of the leave of absence, a controlling board may require a teacher who is on an unrequested leave of absence due to physical or mental disability to furnish verification acceptable to the controlling board of the teacher's ability to perform his or her essential job functions.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.112;—Am. 2011, Act 100, Imd. Eff. July 19, 2011.

Popular name: Teachers' Tenure Act

ARTICLE VI RIGHT TO APPEAL.

38.121 Appeal to state tenure commission; notice; hearing.

Sec. 1. A teacher who has achieved continuing tenure status may appeal to the tenure commission any decision of a controlling board under this act, other than a decision governed by article IV on discharge or

demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The tenure commission shall provide for a hearing on the appeal. Notice and conduct of the hearing shall be the same as provided in article IV and in rules promulgated by the tenure commission.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.121;—Am. 1963, Act 242, Eff. Sept. 6, 1963;—Am. 1993, Act 60, Eff. Oct. 1, 1993.

Popular name: Teachers' Tenure Act

Administrative rules: R 38.131 et seq. of the Michigan Administrative Code.

ARTICLE VII STATE TENURE COMMISSION.

38.131 State tenure commission; creation, membership; superintendent as ex-officio secretary; legal advisor.

Sec. 1. There is hereby created a state tenure commission of 5 members: 2 of whom shall be classroom instructors, 1 a member of a board of education of a graded or city school district, 1 a person not a member of a board of education or a teacher, and 1 a superintendent of schools. The superintendent of public instruction shall be ex officio secretary of the commission, and the attorney general shall assign to the commission an assistant who shall be legal advisor to the commission.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.131;—Am. 1963, Act 242, Eff. Sept. 6, 1963.

Popular name: Teachers' Tenure Act

38.132 Tenure commission; members, appointment, terms, vacancies.

Sec. 2. Within 30 days after the effective date of this act, the governor shall appoint the members of the tenure commission for the following terms: One for a term of 3 years, 1 for a term of 2 years and 1 for a term of 1 year. Each term shall begin on the first day of September. Immediately preceding the expiration of their respective terms the governor shall appoint succeeding members of the tenure commission for terms of 5 years. In the event of a vacancy on the tenure commission the governor shall immediately appoint a successor to complete the unexpired term.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.132.

Popular name: Teachers' Tenure Act

38.133 Tenure commission; geographical qualifications of members.

Sec. 3. Not more than 1 member of the tenure commission shall be appointed from any 1 school district.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.133.

Popular name: Teachers' Tenure Act

38.134 Tenure commission; qualifications of teacher member.

Sec. 4. Any teacher appointed to the tenure commission after September 1, 1938, must be on continuing tenure.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.134.

Popular name: Teachers' Tenure Act

38.135 Tenure commission; membership of teacher not to affect tenure.

Sec. 5. Membership on the state tenure commission shall not adversely affect the status of the teacher's tenure with a controlling board.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.135.

Popular name: Teachers' Tenure Act

38.136 Tenure commission; times and places of meetings; conducting business at public meeting; notice of meeting.

Sec. 6. (1) The tenure commission shall meet twice a year at stated times in the city of Lansing, and at other times and in other places as determined by the commission.

(2) The business which the commission may perform shall be conducted in compliance with Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.136;—Am. 1977, Act 252, Imd. Eff. Dec. 6, 1977.

Popular name: Teachers' Tenure Act.

38.137 Tenure commission; powers.

Sec. 7. The tenure commission is hereby vested with such powers as are necessary to carry out and enforce the provisions of this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.137.

Popular name: Teachers' Tenure Act

38.138 Tenure commission; compensation and expenses.

Sec. 8. The per diem compensation of the state tenure commission and the schedule for reimbursement of expenses shall be established annually by the legislature.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.138;—Am. 1965, Act 8, Imd. Eff. Apr. 8, 1965;—Am. 1975, Act 56, Imd. Eff. May 20, 1975.

Popular name: Teachers' Tenure Act

38.139 Tenure commission; board of review for cases appealed from decision of controlling board; location of records; availability of certain writings to public.

Sec. 9. (1) The tenure commission shall act as a board of review for all cases appealed from the decision of a controlling board. All records of the tenure commission shall be kept in the office of the superintendent of public instruction.

(2) A writing prepared, owned, used in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with the freedom of information act, Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.139;—Am. 1963, Act 242, Eff. Sept. 6, 1963;—Am. 1977, Act 252, Imd. Eff. Dec. 6, 1977;—Am. 1993, Act 60, Eff. Oct. 1, 1993.

Popular name: Teachers' Tenure Act

38.140 Tenure commission; organizational meeting, election of officers, rules and regulations.

Sec. 10. Within 30 days after the effective date of this act, the tenure commission shall hold a meeting in the city of Lansing for the purpose of organization and the election of a chairman and secretary, both of whom shall be members of the commission. The tenure commission shall draw up rules and regulations and shall have the power to amend same and to provide for the conduct of its affairs in such manner as shall be consistent with the provisions of this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.140.

Popular name: Teachers' Tenure Act

Administrative rules: R 38.131 et seq. of the Michigan Administrative Code.

38.141 Repealed. 1965, Act 8, Imd. Eff. Apr. 8, 1965.

Compiler's note: The repealed section provided two-year appropriation for expenses of the tenure commission.

Popular name: Teachers' Tenure Act

**ARTICLE VIII
DISTRICTS.**

38.151 Application of act.

Sec. 1. This act shall apply to all school districts of the state.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.151;—Am. 1964, Act 2, Eff. Aug. 28, 1964.

Popular name: Teachers' Tenure Act

38.152 Repealed. 1964, Act 2, Eff. Aug. 28, 1964.

Compiler's note: The repealed section provided that school district board shall notify the superintendent of public instruction of results of election.

Popular name: Teachers' Tenure Act

**ARTICLE IX
PENALTY.**

38.161 Violation of act; penalty.

Sec. 1. Failure of any member of a controlling board to comply with any provisions of this act shall be deemed a violation of the law and shall subject said member to the same penalty as prescribed for a violation of the general school law.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.161.

Popular name: Teachers' Tenure Act

ARTICLE X
INCONSISTENT ACTS.

38.172 Teachers; waiver of rights in contracts prohibited.

Sec. 2. No teacher may waive any rights and privileges under this act in any contract or agreement made with a controlling board. In the event that any section or sections of a contract or agreement entered into between a teacher and a controlling board make continuance of employment of such teacher contingent upon certain conditions which may be interpreted as contrary to the reasonable and just causes for dismissals, provided by this act, such section or sections of a contract or agreement shall be invalid and of no effect in relation to determination of continuance of employment of such teacher.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.172.

Popular name: Teachers' Tenure Act

ARTICLE XII

38.191 Effective date.

Sec. 1. This act shall take effect and be in force from and after September first, 1937.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.191.

Popular name: Teachers' Tenure Act

BUILDING REPRESENTATIVES HANDBOOK

**PART 8 –
Notes**

NOTES

