

Union Perspective

"With the removal of Section 15b, practitioners might **expect longer and more aggressive negotiations**. With the passage and enactment of [PA 113 of 2023], Union members and their families can **expect better contracts** without the risk of financial hardship from stagnant wages and increased healthcare costs."

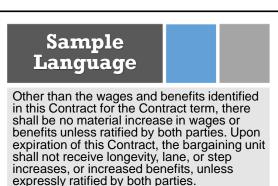
Attorney Benjamin King Labor and Employment Law Notes (Fall 2023)

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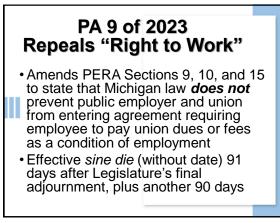


Bargaining Implications

- Less employer leverage for CBA settlement
- Consider CBA language to clarify no automatic step, lane, or longevity increase upon CBA expiration

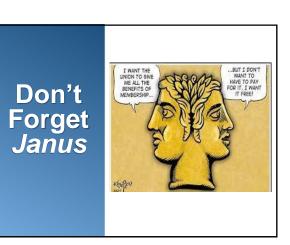


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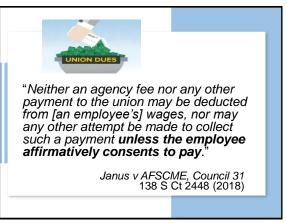




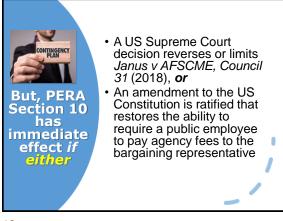
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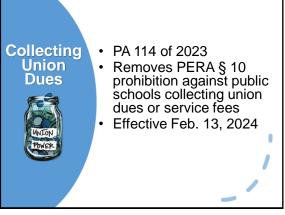




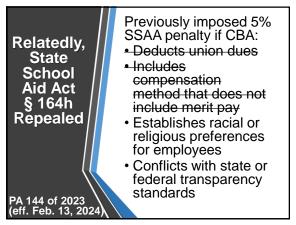




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Bargaining Implications

- Not automatic; dues collection *must* be bargained back into CBA
- Unions have been collecting dues since 2012 through ACH, credit card, and other methods (including garnishment)
- If you agree to deduct, insist on hold harmless/indemnification

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Union Perspective

"By removing PERA's prohibition against dues deduction in public schools, teachers['] unions will no longer need to expend resources keeping track of delinquent members and dues payments. **Resources used to collect dues can now be used to advance members rights and bargain stronger contracts**."

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MEA Proposed Language

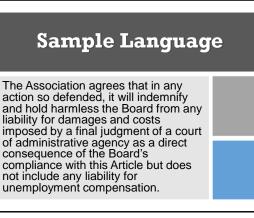
Effective the 2024-2025 school year, the deduction of membership dues *shall* be scheduled with the Board by each member for twenty (20) consecutive paychecks beginning in September or when designated by the Association; and the Board agrees to remit to the Association all monies deducted on its behalf, accompanied by a list of members from who the deductions have been made within fourteen (14) days of deduction.



Payment of Wages and Fringe Benefits Act

Except for those deductions <u>required</u> or expressly <u>permitted</u> by law or by a collective bargaining agreement, an employer shall not deduct from the wages of an employee, directly or indirectly, any amount ... without the full, free, and written consent of the employee...

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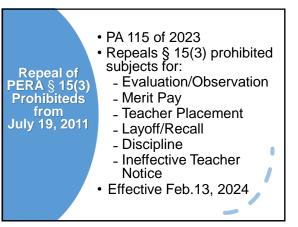


In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives notice of such action to the Association;

2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.

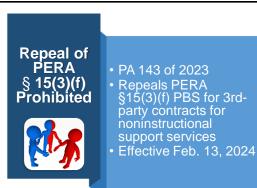
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 Discipline: notice to employee, higherstandard, timelines, progressive, appeals







Bargaining Implications

- Subcontracting = mandatory subject
- Union may challenge subcontract decision if
 - Work transfer causes significant adverse impact, and
 - Work transfer is amenable to resolution by bargaining, and
 - Bargaining unit exclusively performed subcontracted work

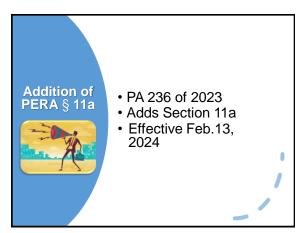
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The employer may contract or subcontract with a third-party to perform work that (1) is not exclusively performed by the Association and that (2) would not directly cause a reduction of a member's regularly scheduled work hours. Sample Language

Nothing in this contract prevents or limits the Board from entering into and/or participating in cooperative educational or operational program with any entity. The bargaining unit waives any bargaining obligation to negotiate the impact of these programs on bargaining unit members and the bargaining unit.

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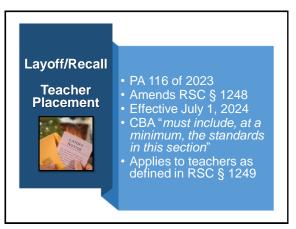


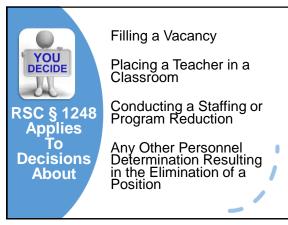
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Requirements

- Within 30 days after hiring an Ee, Er must provide the Ee's employment and contact information to the employee's union representative.
- Every 90 days, Er must provide to Union the employment and contact information of the EEs represented by that Union

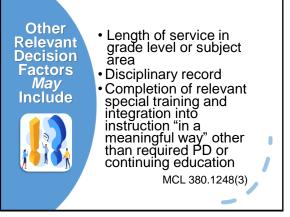
Employment and Contact Info	
 Name Department of Agency Classification Primary work location address Home address Personal phone number 	 Personal email address Work email address Date of hire EE ID number Full-time / Part- time status Wage
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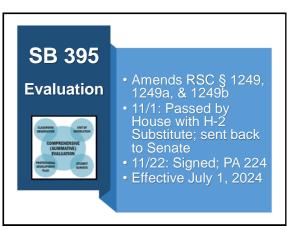












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Evaluation and Collective Bargaining

Old Language:

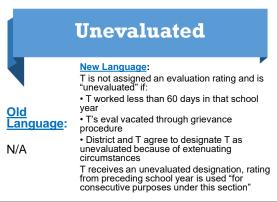
With the involvement of teachers and school administrators, the board shall adopt and implement a performance evaluation system

New Language:

This section does not prohibit or limit the right or duty of a school and a collective bargaining representative to engage in collective bargaining over the topic of performance evaluations, subject to the requirements in this section and section 1249b

With the involvement of teachers and school administrators, and after collective bargaining, if applicable, the board shall adopt and implement a performance evaluation system

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Evaluation Ratings

Old Language: Highly effective, effective. minimally effective, ineffective

Old Language:

request in writing a

review of the evaluation and the

rating within 20 days

Sup must review

and may make modifications

No more than 2

reviews per 3

years

ineffective may

New Language:

Beginning July 1, 2024 – effective, developing, or needing support; Evaluation must be in writing - if not, T is deemed effective

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Evaluation ratings (review)

New Language: A tenured T rated as

Tenured T rated needing support (first time):

• May request in writing a review of eval and rating by sup or int sup within 30 calendar days

· Written response within 30 calendar days

• T or union may request mediation within 30 calendar days if not satisfied:

Within 15 days, sup or int sup must respond scheduling mediation.



New Language (cont.)

If T receives 2 consecutive ratings of needing support, T may use the grievance procedure or employment contract re second eval rating and the eval process. If the grievance procedure does not end in binding arbitration, T may request binding arbitration within 30 calendar days after T receives the written response.

Frequency of Evaluation

Old Language:

T rated as HE on 3 consecutive evaluations = may do biennial evals Tenured T rated as HE or E on 3 most recent consecutive year-end evaluations = may do biennial or triennial evals

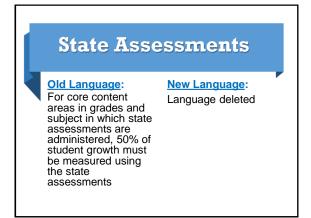
New Language:

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Use of Data Old Language: New Language: Student growth Based on locally agreed upon student growth and assessment data or student learning and assessment data objectives Must be measured using metrics agreed through collective bargaining, if applicable 40% Student learning objectives measurable, long-term, academic goals, informed by available data, that T sets at beginning of year for all students 20%

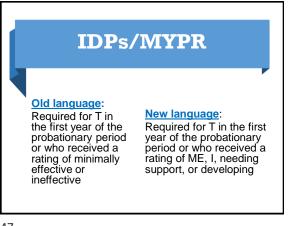
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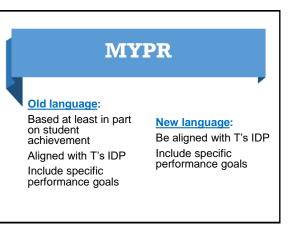
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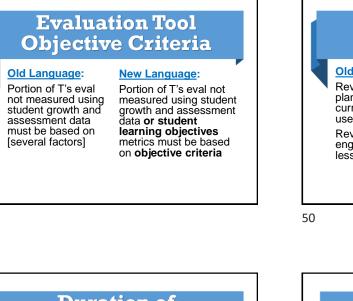
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Classroom **Observations** Old Language: New Language: Review T's lesson Review T's lesson plan/statute curriculum plan / state curriculum standard standard used used Review pupil engagement Review pupil in lesson engagement in Must be discussed lesson during post-observation meetina

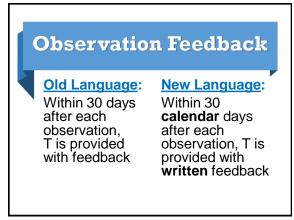
Duration of
ObservationOld Language:
Does not have
to be for an
entire class
periodNew Language:
Must be not less
than 15 minutes
but does not have
to be for an entire
class period

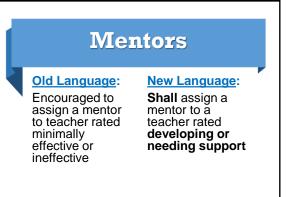
Teachers' Tenure Act Sec. 3

The controlling board shall determine the format and number of the classroom observations in consultation with teachers and school administrators.

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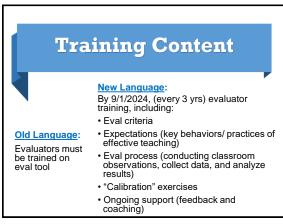




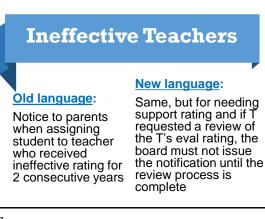
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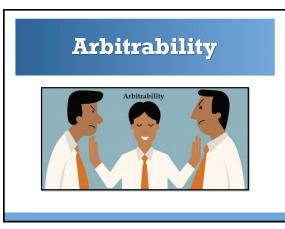




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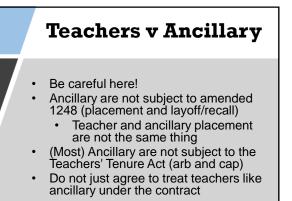
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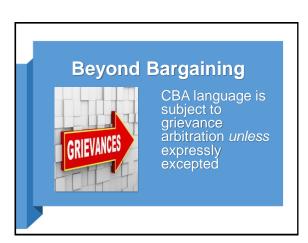
Dismissing Teacher

If T is rated as ineffective on 3 consecutive annual year-end evals, the school district shall dismiss the teacher If T is rated ineffective or needing support on 3 consecutive year-end evaluations, the school district shall dismiss the teacher

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Grievance Procedure Considerations

Definition: Procedure for addressing Union Allegations that the District violated a term of the CBA.

- Limit the definition of "grievance" to express violations of the CBA.
- Consider removing any process appeal to the Board [add MERC mediation in its place]
- · Limit the Arbitrator's jurisdiction.
 - No Jurisdiction over "Evaluations," especially ratings except what is provided in 1249
 - No Jurisdiction over "Assignments"
 - No Jurisdiction over "Discipline"
 - No Jurisdiction over Layoff/Recall





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