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A REPORT OF AN INTERNSHIP WITH A UNISERV DIRECTOR
OF THE MICHIGAN EDUCATION ASSOCIATION
WAYNE COUNTY, MICHIGAN

by

John Arthur Goniea

A Project Report
Submitted to the
Faculty of The Graduate College
in partial fulfillment
of the
Degree of Specialist in Education

Western Michigan University
Kalamazoo, Michigan
December 1979

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John Arthur Goniea

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A REPORT OF AN INTERNSHIP WITH A UNISERV
DIRECTOR OF THE MICHIGAN EDUCATION
ASSOCIATION, WAYNE COUNTY, MICHIGAN.

WESTERN MICHIGAN UNIVERSITY, ED.S., 1979

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TABLE OF CONTENTS

	PAGE
INTRODUCTION	1
DAILY JOURNAL	3
Preface to journal	3
Wednesday, 28 March.	4
Wednesday, 4 April	5
Wednesday, 11 April.	6
Week of 16 April	7
Week of 23 April	9
Monday, 30 April	10
Month of May	11
Month of June.	15
Week of 30 July.	17
Week of 6 August	18
Week of 13 August.	19
Week of 20 August.	20
Week of 27 August.	22
ACHIEVEMENT OF OBJECTIVES	25
Conceptual skills.	25
Human skills	28
Technical skills	30
APPENDICES	
A. Internship Prospectus.	32
B. Michigan Employment Relations Commission Election Results.	39

APPENDICES

C.	2-I PAC Audit.	41
D.	2-I Coordinating Council Audit	43
E.	West Bloomfield Job Action Investigation Report.	46
F.	Walled Lake Job Action Investigation Report.	54
G.	Wayne County-MEA/NEA Secretary-Treasurer's Handbook for Financial Records.	62
H.	1978-81 Agreement Between Detroit Institute of Technology and Detroit Institute of Technology Services Staff Organization.	76

INTRODUCTION

This adventure with Mr. Kenneth Gabel was as much a continuation of previous union experience as it was a formal internship in pursuit of the degree, Specialist in Education. As a twelve year teacher I have spent ten of my years in the teacher labor movement; at first as the only building representative from a reluctant Federation high school, then as the treasurer of my local Education Association (EA), and for the past six years as a local district president. I am a teacher first and a teacher advocate second. Thus my experiential and academic endeavors since earning the M.A. in Business Education degree have been labor oriented.

The focus of this study is the role of the Uniserv Director. Originally established in 1969 as a joint effort of the National Education Association (NEA) and the Michigan Education Association (MEA) to provide trained assistance to locally elected leaders, the Uniserv Director program has proven to be a worthwhile endeavor. The Uniserv Director program is bringing about the unification of hundreds of heretofore separate unions with their scattered resources, energy, and talent.

The MEA is organized into various zones and substructures called regions. At the start of this internship the field supervisor, along with Mr. George Trudell, was assigned to 2-I, one of the councils within Region Two. Included in 2-I were four K-12 districts, the University of Detroit, Shaw College, two units at the Detroit Institute of Technology (DIT), and the minority units (districts where the American Federation of Teachers is the bargaining agent and yet there is an active Education Association) within the region.

Midway through my internship a shake-up occurred and all of Region Two was restructured. The shake-up occurred because the Wayne County-Michigan Education Association/National Education Association (WC-MEA/NEA or W.C.) was lawfully recognized through Michigan Employment Relations Commission (MERC) elections. For the MEA, official changes were to coincide with the start of a new fiscal year, 1 September. As a matter of fact, changes took place simultaneously with this internship and details are, in part, reported herein.

I was permitted to work with Mr. Gabel, and consequently I was able to broaden and deepen my background in my own backyard. Facets of Ken's job became my job. Due to the part-time nature of the internship, it was necessary to limit the aspects of Ken's work that I assumed. A constituent part of my participation comprised negotiating for the Detroit Institute of Technology Services Staff Organization (DITSSO). Other duties were taken up as time allowed and circumstances dictated. I was extremely fortunate to have access to the office when I needed it, and clerical assistance from the secretarial staff when they could provide it. My experience was both rewarding and valuable.

PREFACE TO JOURNAL

The purpose of the journal is to report my actions and observations while under the tutelage of Mr. Kenneth Gabel, Uniserv Director for the Michigan Education Association from Wayne county.

I worked twenty-six days and averaged five hours per day prior to 28 June. There was a four week delay beginning mid-May because, as president of a local teachers' association, I became involved in a long awaited but unexpected three-year contract settlement. A second delay occurred in July because: (a) Ken was hired by WC-MEA/NEA and given the responsibility of setting up a new office, (b) Ken and the DIT Director of Personnel scheduled conflicting vacations, and (c) I attended the National Education Association convention. In the last five weeks of the internship I worked twenty-two days and averaged five hours per day.

During the first phase; that is, prior to July, the journal relates my involvement with several projects. I worked on the WC-MEA/NEA Budget Committee and presented the final recommendation. I assisted Ken with the DIT faculty negotiations. I studied the material concerned with DITSSO (Detroit Institute of Technology Services Staff Organization), wrote the initial proposal, and presented it. I worked with a printery. I was involved with "bargaining agent" elections. Also, I made a commitment to prepare a financial records handbook for WC-MEA/NEA.

After 30 July I worked on five projects. I prepared for, conducted, and wrote the reports on two Job Action Investigations. I continued DITSSO negotiations. I had a second exposure to the printery. I audited the 2-I Council financial books, and I completed the WC-MEA/NEA handbook.

DAILY JOURNAL

28 March - Because of my participation with the Wayne County-Michigan Education Association/National Education Association (WC-MEA/NEA or W.C.) and this internship, I was invited to the 28 March meeting of the Executive Committee. In attendance were the seven-member committee composed of the three officers and four trustees, the Bargaining Committee chairperson, seven individuals who sit on the Board of Governors for W.C. who were asked by its president to attend, and Mr. Kenneth Gabel.

The agenda consisted of several items, primarily reports of the status of bargaining, the upcoming Michigan Employment Relations Commission (MERC) elections, location for a new office, Public Affairs Committee (PAC) endorsements for the spring election, etc. However, most of the discussion focused on preparation of the budget for 1979-80 and job descriptions for prospective staff. David McMahon (former president of MEA and current teacher in Trenton), Karen Bunting (Garden City), Robert Johnson (Wyandotte), and Elaine Miller (Redford Union) were asked to serve on the Staff Committee to establish staff job descriptions. William Nichels (Dearborn #7), Bernie Ingle (Westwood), myself (Allen Park), and Kenneth Gabel (Uniserv Director) were to serve as the Budget Committee.

The expanded executive committee bounced around several of their thoughts concerning the direction in which each committee might proceed. There was concern that the Budget Committee should: (a) not curtail the program of the past year, (b) provide for officer stipends,

(c) consider a provision for released time for the president, (d) include line items for expenses and a stipend for the Bargaining Committee chairperson, (e) assume arbitration costs, and (f) adopt the concept of paying stipends to individuals at the bargaining table. Asked to report its recommendation to the Executive Committee on 25 April, the Budget Committee decided to meet the evenings of 3 April and 11 April for work sessions.

3 April - Because of a crisis in my own local that resulted in the disruption of a joint Board of Education and City Council meeting, I was unable to attend the first Budget Committee work session. Ken provided an update the next day. Essentially the committee reviewed the previous budget and put together a working paper that included the 1978-79 program. The hard issues for the coming year were not addressed.

4 April - I accompanied Ken to Detroit Institute of Technology (DIT) for what was to be a faculty work session in preparation for the next negotiations meeting. Introductions, aside, there was an immediate uproar over Ken's intent to "piggyback" the support staff contract on the faculty settlement. Ken "had failed to communicate" such an intent and they "could not justify holding up the faculty agreement."

I suspect the idea of piggybacking had escaped them because I later observed: (a) group dynamics with essentially five different conversations going on simultaneously, (b) alignment and coalition on one issue and realignment on another, (c) each person taking a turn playing the peacemaker, and (d) individuals with predetermined ideas of how long a meeting should last. It is, however, understandable

since from their point of view they were approaching the last month of the school year and were still without a contract. Be that as it may, their fears were laid to rest with assurance that our effort to piggyback would in no way delay their settlement. I was there to aid Ken and the team in reaching their settlement while gathering background information for the other group's upcoming talks.

Sadly, the faculty team failed to grasp the real significance of keeping the groups harmonious. At present the faculty numbers around twenty-five and the services staff about the same. Therefore, their mutual cooperation should prove helpful if a conflict with management occurred.

The work session dealt with clarifying the last table position of management and labor on salary, a renewed commitment on the need for COLA (cost of living adjustments), a procedure for placement on the salary schedule, and the next Education Association (EA) financial package. The EA President expressed a need for reviewing the TA'd (tentatively agreed upon) material. And Ken was directed to prepare the package for submission 9 April.

9 April - Negotiation was canceled due to an ice storm and rescheduled for 11 April.

11 April - I sat in for the first time on negotiations at DIT. Management's team consisted of the DIT Vice-President, Personnel Director, and Business Manager. Labor's team was composed of the EA President and four team members. The discussions were very pleasant, back and forth, with everyone taking pains not to offend. Personally, I was beside myself when it was revealed that, of the 2.8 million dollar

budget, only 17%, or \$500,000, is spent for faculty. There was a short wrap-up meeting following the formal session.

Following negotiations, Ken and I went to dinner and talked about his job, DIT faculty negotiations, and how those negotiations relate to the services staff, and what could occur at the Budget Committee meeting after dinner.

During the ensuing Budget Committee meeting, we attempted to incorporate, by addition, the concepts presented by the Executive Committee. First, we provided \$8,000 for officer stipends (\$4,000 for the president and \$2,000 each for the vice-president and the secretary-treasurer). Second, following a telephone call to the W.C. President (who already enjoys ½-day release with his own district) we provided, with his blessing, \$1,000 to buy released time, thus eliminating the need to increase dues to pay for a full-time released president. Third, we provided a \$3,000 stipend and a \$1,000 expense account for the Bargaining Committee chairperson. Fourth, we established a line item for arbitrations. Last, we dealt with the big-ticket item of subsidizing the negotiations budget for each local district in the amount of \$1,500. This budget, if adopted, would raise dues from \$5.00 to \$16.00 per member.

Fortunately, we were able to recommend an amount for dues that was below one committeeman's (a real antagonist throughout our deliberations) hidden agenda of \$20.00.

17 April - In the morning Ken and I met to discuss the support staff situation. Ken provided what information was available including Detroit Institute Of Technology Personnel Policies, MEA Services Staff

Association Agreement With The MEA Board Of Directors 1977-1980, a list of bargaining unit members along with their dates of hire and current salaries, and a copy of the faculty proposal. There was no time to examine the material because; one, a secretary needed assistance in completing a follow-up letter to W.C. bargaining convention delegates; and, two, we had to make a trip to New Boston to the printery with the copy of the post-convention issue of The Sidebar. While at the printer's I was given the original for the W.C. constitution and by-laws to proofread.

From New Boston, we traveled to Detroit for lunch and faculty negotiations. The topics today were: Salary, health insurance, life insurance, retirement benefits, and long-term disability insurance. Following the formal session there was a lengthy work session when the team attempted, unsuccessfully, to determine their final objectives and instead developed a salary counteroffer for 25 April.

18 April - My wife and I proofread the Wayne County-MEA/NEA Constitution And By-Laws.

19 April - I returned to New Boston with the constitution. There were six minor errors to be corrected.

While at the printery, I proofread The Sidebar and found one error in copy and one picture error. Both were corrected easily.

The printer was in a dilemma on how to include a letter from NEA President John Ryor congratulating W.C. on their efforts at multi-unit bargaining. I suggested an arrangement that allowed for the letter without making the newspaper look cluttered.

I also explained that the logo on both the newspaper and the constitution, which consists of three "WC's" coming together, was printed incorrectly. The top "WC" should be white, the bottom "WC" black, and the center "WC" in half-tone.

25 April - Again the negotiations at DIT centered on salary, health insurance (this time including dental), retirement benefites, and long-term disability insurance. In addition there were discussions on sick leave accrual. There was much discussion, little give and take, and several short caucuses. The parties agreed to meet 27 April and the faculty team will have a work session 26 April.

Ken and I missed the Executive Committee interaction on the Budget Committee's recommendation. However, the Executive Committee did accept the recommendation with one minor change. The \$1,500 for local district negotiations budget was changed and the money was expressly designated for the local district negotiator.

The Executive Committee asked me to develop an accounting procedure and I agreed to do it. They made the request because in one year of operation WC-MEA/NEA has had three secretary-treasurers and the Executive Committee wanted a uniform system implemented by 1 September for the 1979-80 fiscal year.

26 April - Two members of the faculty team, along with Ken and me, reviewed the package, defined positions, and determined where we wanted to end up. We then went through the package again for any oversights.

27 April - During this round of negotiations, Ken was able to convince the team to let him explore with the Institute's chief spokesman three areas in which he sensed management might be willing to make a

concession. Assuming the role of mediator, Ken was able to reach agreement on health insurance, a concept of a percentage in-pocket raise with placement on the salary schedule based on a higher percentage, and a method for determining leave-day accrual. The work thus completed in sidebar, the teams returned to the table and TA'd the items.

28 April - I spent the day at the Allen Park Public Library reading and studying the material given to me by Ken as well as additional maintenance and secretarial contracts from two other EA locals.

30 April - I studied DIT proposals in the morning.

In the evening I was involved in the first of five "socials." The socials were arranged to bring together each week those teachers from the districts slated to vote that week in the Michigan Employment Relations Commission (MERC) election to authorize Wayne County-MEA/NEA as the sole bargaining agent.

Each voting district had been part of an ongoing confederation for three years. This election is the last of a three-phased project to establish the new union. In Phase I the members voted to send their local president and chief negotiator to develop a constitution and oversee a bargaining program for each others' mutual benefit. Phase II involved a vote to approve the constitution and permit the organization to function while maintaining local autonomy. Phase III is the bargaining agent election.

My involvement consisted of attending each social and talking with various teachers and teacher leaders to perpetuate a positive atmosphere for a positive vote. In addition, I attempted to identify

potential problem areas, weak links that need attention. For example, it was discovered just a few days before the first social that the chief negotiator from one district had been negotiating with his Board of Education in violation of W.C. procedures. Clearly the implication is one of "let's continue to do our own thing apart from W.C." Such a message to the membership could be costly, especially during this first week of voting.

I spent the evening, as did others circulating and attempted to persuade the other leaders from the district in question to make a concerted effort to get out the pro W.C. votes. The district did vote, by a narrow margin, to join.

2 May - Another not-too-productive negotiations session at DIT, with long caucuses and no progress. Management took the posture of having its back against the wall and needing more direction from its Board of Directors.

7 May - The Institute's chief negotiator began today with firmness-- "this is our best offer", "we are up against the wall", "COLA not an option for this contract", etc. He pushed for a three-year agreement with a salary opener in the third year. The Association responded with an offer to settle for two years and open the entire contract. Management did not favor such an approach. Again, management expressed the Board's sentiment against COLA.

Before going into caucus, Ken suggested that both sides formalize their positions for the next meeting. Such a request is usually an indicator that one side will either proceed with a work stoppage or request their party intervention; that is, mediation,

fact-finding, or binding arbitration. Both sides agreed to meet in two days.

That evening, the second of five socials was held, this time for Lincoln Park, Westwood, and Dearborn #7. There was little question of this group's commitment to W.C., because Lincoln Park and Westwood were nearing completion of a third year without a contract and Dearborn #7 has a history of difficulty with its Board. The evening went without a hitch.

8 May - At the faculty work session in the afternoon some difficult decisions had to be made. Foremost, the group needed to realize management could not be expected to make many, if any, more moves. The posturing was clear, the end was near. Striking was not a viable alternative. The real question centered around what could be gotten diplomatically. To that end a salary proposal was developed.

At night, I met with the W.C. Board of Governors to present the Budget Committee's recommendation as endorsed by the Executive Committee. In typical fashion, the Board of Governors was not about to rubber stamp anything. In the end; that is, after sixty minutes of deliberation which included a formal printed proposal to amend five major areas of the recommendation, the body accepted the original presentation.

Following the meeting I spoke with the secretary-treasurer about my ideas for the accounting procedure. She gave me carte blanche, "just tell me what to do."

9 May - Prior to the meeting today one of our team members reported a

salary position that a member of management's team had explored "off the record" at lunch. Since it was more in the third year than the Association was prepared to place on the table, we quickly covered that part of the package and ran new copies, leaving the third year to be discussed at the table.

The meeting opened with discussion on several minor issues, both sides attempting to recapture a spirit of cooperation. We defined "immediate family" for the purpose of leave days when a death occurs. The parties dealt with assigned space for parking. An agreement was reached affirming lecturers as part of the permanent faculty. The amount for travel reimbursement was established. Finally, the salary demand was put forth. As he did 27 April, Ken met privately with the DIT chief negotiator and came to an agreement on salary.

The contract was complete and authorizations were given to Ken and the personnel director to "fine tune" the language before publication.

11 May - With the faculty agreement all but typed and ratified, I began to put together the initial proposal for the services staff. It was evident that both labor and management wished to implement much of the same language agreed upon for the faculty. I proceeded to go through the faculty agreement and adapt its language. At one o'clock Ken and I met with Dr. Boles and, following that meeting, I returned to the task for the day.

14 May - I talked with Ken about the services staff contract and the work I was doing on the proposal. He made suggestions on how to

proceed. Some articles would need only editorial changes while others needed an original approach.

As for salary, Ken wanted to defer to the Institute's personnel director and negotiator for the services staff organization (DITSSO). Earlier the personnel director indicated he had a plan he was sure we would like. Frankly, neither Ken nor I could make much sense of the current salaries being paid. They were irregular, lacked continuity, and rewarded those hired last while penalizing those who had been with the Institute the longest. We were willing to look at his proposal to correct inequities that he admitted were present.

After our discussion, Ken and I went to the third social. The four districts involved seemed solid. There was a good turnout and good interaction. The previous week one district voted 93% in favor of authorizing W.C. as the sole bargaining agent. I started a challenge among the leaders to outdo each other and to see who could break 90%.

16 May - Putting aside services staff concerns, I spent the day helping Ken finish loose ends and organize for the faculty ratification.

21 May - The fourth social was a disaster.

Not a single teacher from one of the four districts showed up. The election of new officers ten days earlier warned of pending danger, and efforts on the part of W.C. officers and others to counter the loss were not enough in the face of the surprise turnaround.

The leaders in another district were very concerned about the vote. I suggested they establish a screening table outside of the polling place to check off on a master list those who voted, and then

forty-five minutes before the polls were to close, to send a preselected team to contact by telephone any identified supporter who might have forgotten about the election. They agreed to try it.

Those in attendance from the remaining two districts were sure of their vote but were surprised at how few people showed up for the social.

29 May - The last social was both a success and a failure. There was good attendance, good interaction, and a spirit of optimism. Again I suggested the screening table idea to monitor the voting. The idea was received well, but no one followed through. Nonetheless, in the final analysis, I believe the reason one district was lost was attributable to a leadership vacuum created when a key figure in the local, and W.C., was out ill for six weeks prior to the vote and no one stepped in to fill the void (see Appendix B for the election results).

15 June - I spent my time today writing language for the services staff proposal. Dr. Boles made his second on-site visit.

18 June - We continued to work on the DITSSO contract.

It sure is a different kind of task when secretaries are available to do the production, certainly a luxury to which classroom teachers are oblivious.

21 June - I worked at home finishing proposals until one o'clock, when I left for the office. Once the secretaries began to type the last of what was to be the initial package, excluding language on salary and vacations, Ken and I sat down to discuss strategy for the first bargaining session. Finally, I left the office with the contract and a

ream of paper in hand, fully intending to use the dry copying machine at work for reproduction of the needed copies.

25 June - As luck would have it, the machine at school was not working on Thursday or Friday even though the repairman was overdue. Therefore, I attempted to use the dry copier at another MEA office, but the secretaries were uncooperative and wanted to charge six cents per copy. I chose not to exercise that option because the format for the proposal resulted in a forty-page document and we needed ten complete copies.

26 June - I started the day by running wet copies and collating the package. Ken and I talked briefly about what might be expected as we progressed through the day. Our itinerary included a meeting with the officers of DITSSO and submission of the proposed contract to the Director of Personnel for DIT.

Our meeting with the officers made it clear to me (Ken already knew) that they lacked any aptitude for union work. They were plainly aware of that fact and did not care to get involved. Be that as it may, we went through the proposal in detail. They liked what it contained and were content to have us proceed as we saw best.

The personnel director received us politely and accepted our document. Unlike negotiations I have experienced in K-12 teacher talks, there was to be no formal counterproposal. We would proceed from the union position paper. Management wanted time to study the package.

28 June - I sat back today and just thought. I studied the proposal and developed rationale in my mind.

30 July - Ken has been assigned to conduct two Job Action Investigations (JAI) in Oakland county. The purpose of a JAI is to assess conditions in a given district where a crisis and/or strike action is anticipated. He and I will be the crisis assistance team for teachers in the Walled Lake Consolidated Schools and the West Bloomfield Schools. I have been given MEA's Procedures And Guidelines For Conducting Crisis Programs And Job Action Investigations and Administrative Procedures For Implementing Job Action Policy to study.

3 August - In preparation for the investigation I read the material Ken provided.

4 August - In the morning we met with leaders of the Walled Lake Education Association to review bargaining in the district and what preparations had been made should a strike be necessary and advisable. Perhaps the most striking part of our discussion was their naivete. They were a concerned and dedicated group, but relied almost totally (a pattern I observed throughout this internship) on the Uniserv Director to make the hard decisions. These leaders are a part of a multi-unit bargaining coalition and are committed to a larger group position of "no contract, no work." However, they lacked real evidence of sufficient preparation, either of themselves or of those they represent.

After lunch we met the West Bloomfield Education Association leaders. A combat-ready unit, West Bloomfield teachers were everything the morning group was not. Whatever this group did was a reflection of pending danger. They were products of a bitter settlement involving the Governor, the courts, and MEA intervention the

last time around. They knew the law and the awesome effect it could have on their economic well-being and that of their members. Nevertheless, they, and I believe the membership as well, had a higher commitment to teacher rights.

Following the second meeting we spoke with the Uniserv Director for the two units. Her recommendation to us was simple; both groups needed a strike authorization if they were to grow and advance the county cause. She readily admitted that Walled Lake needed work, but "they were coming along" and denial would be a major setback.

6 August - As a result of the MERC elections last May, it was now time to dissolve old political structures. To that end I was asked to conduct audits of the 2-I financial books. State law and MEA policy require separate accounting records for the Coordinating Council and its Public Affairs Committee. I attended the final meeting of 2-I Coordinating Council where the discussion centered around what needed to be done before transferring the remaining funds to the new WC-MEA/NEA and the WC-MEA/NEA-PAC.

After the meeting I audited the PAC books (see Appendix C).

7 August - We met with DIT's personnel director to review our package and noted his reactions, objections, and suggestions. Afterward, we returned to the office to rewrite the proposal.

10 August - In the morning we met at DIT to present the new package. Our discussion went well and we began to identify what was acceptable and what might need additional work. During lunch with the services staff officers we reviewed our position and asked for some clarifications; for example, who needed to come in on a snow emergency day,

which bargaining unit members are presently under a retirement program, were there any overtime abuses, was the vacation policy adequate, etc. Following lunch we examined management's salary proposal and agreed to study it and respond at our next meeting.

Next, we drove to the office to discuss the writing of Job Action Investigation reports for Walled Lake and West Bloomfield.

12 August - I organized and studied my notes from the JAI in preparation for writing the reports.

13 August - The W.C. office was in full swing. I experienced a multitude of interruptions today while attempting to use Ken's and my own notes to write the JAI reports. In the late afternoon I switched gears to work on the 2-I Coordinating Council audit, but did not finish either exercise.

14 August - Because the Uniserv Director now responsible for The Sidebar had an urgent matter to attend to and I was familiar with the operation at the printing office, I went to pick up the current issue and prepare it for the scheduled afternoon distribution. While at the printery I arranged to have business cards printed for the officers and the staff.

15 August - This day was spent finishing the job action reports with Ken (see Appendices E and F) and preparing a salary grid for discussion at the next meeting at DIT.

16 August - Today both sides made concessions including several minor word changes and acceptance of agency shop, employee evaluation procedures, "continuing employment status" (a form of tenure), reduction in employee provisions, released time for union business, doctor

verification for excessive absence due to illness, etc. The major problem areas appear to be calendar, work hours, the reduction clause, retirement provisions, disability insurance, and vacations and salary. The language for vacations and salary had not yet been submitted.

The personnel director also raised some objection to the inclusion of two persons in our bargaining unit. He argued that part of their work required directing others and, therefore, they should be excluded as supervisory personnel. We maintained that it was not a primary function of their work and as officers and original organizers of the unit, they rightly belong within the union per Michigan Employment Relations Commission rules. Noteworthy is the fact that the individuals in question are the only members who are covered by retirement benefits under the old personnel policies.

Following lunch, where Ken and I outlined language changes that I might work on, I returned to the office to complete the 2-I Coordinating Council audit (see Appendix D).

17 August - My time was spent rewriting the language on working hours and reduction in employee positions. In addition, I developed the vacation proposal and formalized our salary position which heretofore had been discussed in terms of management's proposal.

20 August - I finished the proposals of the previous day and discussed them with Ken. Afterward I outlined the accounting procedures to be followed for the W.C. secretary-treasurer's handbook.

21 August - During negotiations today the personnel director and I spent most of our time on the salary schedule. We also discussed, for a second time, the issue of excluding four (the number was growing)

of our unit members, the "normal work day", reduction when there is reorganization or realignment within the Institute, and vacations. The language on vacations was acceptable except management wanted the right of approval.

22 August - I spent the entire day working on the W.C. accounting system including two hours running around trying to locate two-column and three-column accounting ruled paper.

Since I was building the system from scratch, I decided to do the typing for this project. The work is slower but more exact.

Because I needed direction from him, I met with the W.C. President. The approved budget around which the system is based had some intrinsic logistical problems; for example, the budget assumed the inclusion of sixteen districts when in fact there are fourteen. The President authorized a few "editorial changes" and offered an expanded conceptual framework from which he wanted me to work.

23 August - I continued my work on the accounting system and the handbook. The Secretary-Treasurer happened into the office today so an excellent opportunity presented itself to update as well as ask for her ideas. She seemed pleased with what was happening and asked that I include my suggestions for a policy statement on association finances.

I also spent about two hours on DIT material.

24 August - Today in negotiations we discussed seven issues. Management's spokesman was particularly concerned with calendar, flexibility for workhours, and vacation approval. Whereas the Institute had in the past permitted time off between Christmas and New Year's, this could

no longer occur. I maintained it was a fringe benefit the staff had come to expect and should continue to enjoy. As for the flexibility desired, the union took a position that employees had a right to know with certainty their hours for work. Lastly, I indicated amenability toward delineating specific periods, such as registration, when an employee would not be permitted to vacation.

The handbook was the focus of my attention in the afternoon.

27 August - Once again there was much interruption as I worked at the office on the handbook. The Secretary-Treasurer and I spent some time looking over the handbook and learning how to use it. I still had to organize its contents in a three-ring binder, type the table of contents, and develop a list of suggested policies.

28 August - I met with Ken to discuss what happened in the last sessions at DIT and to go over some additional modifications I was prepared to offer.

The personnel director called to discuss some aspects of the contract, particularly salary. He didn't like the way in which I applied his concepts. He was under the erroneous assumption that we were not seeking retroactivity for 1978-79. We agreed it would take more consideration at the table.

Since this was the last week for this internship, I prepared double copies of all the current table positions for formal action the next day.

29 August - The personnel director and I reviewed the table position on each article and signed off; that is, TA'd, all items where there was apparent agreement. We proceeded to discuss the remaining seven

issues. Before leaving the Institute I spoke with the services staff president to assure her that progress was being made.

In the afternoon, I quickly outlined the suggestions I intended to make for WC-MEA/NEA financial policies.

30 August - Before starting today I talked with the secretaries, because in the past they did much of the record keeping for small locals. They freely shared their ideas. I then typed my suggestions for financial policies and the table of contents. Finally, I organized all the pertinent materials in a three-ring binder (see Appendix G).

31 August - On this last day of the internship we reached tentative agreement on two issues. Five articles remain unsettled. They are:

Article XX Employment Calendar - Management wants to provide time off for Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Good Friday. Labor wants time off for the week between Christmas and New Year's as well as the week prior to Easter.

Article XXI Working Hours - Management wants to provide a forty hour week consisting of five eight hour days. Labor wants five eight hour days, 8:30 to 5:00, Monday through Friday.

Article XXIV Vacations - Management wants the right to approve all vacation time. Labor wants control of any two day vacation with management approval for vacations of three or more days.

Article XXVII Compensation - Management wants their salary schedule with no retroactivity for 1978-79, 3% for 1979-80, and 10% for 1980-81. Labor wants its salary schedule for 1978-79 with a 7% retroactive pay for those hired prior to March 1, 1978 and placement on the salary schedule at 10%, 7% for 1979-80, and 10% for 1980-81.

Article XXVIII Benefits - Management does not want to provide retirement benefits or disability insurance. Labor wants a shared retirement program for 1979-80 with a full paid program for 1980-81 as well as a long-term disability coverage.

I returned to the office to update Ken and to turn over my materials (see Appendix H).

I gave the Secretary-Treasurer the completed handbook.

ACHIEVEMENT OF OBJECTIVES

In the course of this internship I was able to meet most of the stated objectives (see Appendix A for the prospectus). Conceptual goals involved preparation, submission, and negotiation of an initial contract proposal on behalf of the services staff organization of the Detroit Institute of Technology. In addition, I was to study job expectations and explore several tasks performed by the Uniserv Director. Human goals were to be met through contact with a variety of people in a variety of settings with communication occurring in concert with their needs. Technical skills were to originate from negotiations at DIT, development of a handbook for organizing the financial records of the Wayne County-MEA/NEA, and performance of other duties prescribed for the field supervisor.

As reported in the daily journal and illustrated in the appendices, my internship provided me opportunity to meet my objectives. Much of my time was spent in the areas of human and technical skills. The conceptual area was fairly defined by the field supervisor usually through discussion or with a very specific piece of printed material that went to the heart of the matter; that is, the significant elements. I was neither denied access to an understanding of the whole operation and its component parts nor was my creative ability curtailed. Rather, the emphasis was based in the practical application of the human domain as well as methods, process, and other technical aspects.

Conceptual skills objectives

Objective A. 1. To study available data relative to the Uniserv Director's job expectations including line and staff responsibilities.

Consulting various MEA and NEA policy statements on the Uniserv program provided the theoretical basis for accomplishment of this goal. I also observed and discussed with my field supervisor and other Uniserv Directors the responsibilities they had to the organization, the teachers and leaders they serve, as well as their commitment to fellow directors. As an added bonus, I had the unique opportunity to observe the interaction within the WC-MEA/NEA as job descriptions were developed and four staff members were hired.

Objective A. 2. To observe DIT working conditions and employee policies and practices.

A review of the DIT personnel policies, meetings with faculty and services staff members, an analysis of the payroll structure prior to the current unionizing effort, and formal and informal discussion with management provided the needed information for this objective. Everyone agreed that major personnel problems existed. The managerial history was a case study in ineptitude, nearly causing the Institution to close its doors. Morale was low at best and destructive at its worst. Both sides longed for a contract, believing it would promote harmony and free the parties to pursue avenues toward salvaging their very existences.

Objective A. 3. To review available printed material having a bearing on support personnel contract language as it pertains to DIT.

Clearly the controlling document for the initial package was the agreement between DIT and the faculty. In addition, I was able to draw from several sources; for example, DIT policies, the contract between MEA and its support personnel, the secretarial and custodial contracts

from the school district where I teach, and provisions the personnel director put forth. There were tomes of information available. Needless to say, but nonetheless noteworthy, the field supervisor's experience and the secretaries with whom I came in contact made their own contributions.

Objective A. 4. To become familiar with various DIT support jobs, the training necessary to fill those positions, and the resources available to perform satisfactorily.

In retrospect, this objective was poorly stated. The terminal skill of justifying proposed contract language was valid. However, a knowledge of the skills needed to perform and facilities available to satisfactorily fulfill job requirements were not germane. Of importance was a realignment of benefits enjoyed by those recently hired under the dictates of the marketplace and the resultant inequities for long term employees performing a like function.

Objective A. 5. To acquire an increased understanding of the variety of demands associated with the position of Uniserv Director.

My work with DIT was the thread that ran throughout the internship. Nonetheless, my work with the field supervisor provided a good breadth of experience as well. Whereas negotiations is the mother of union endeavors, the other aspects of the job are the father.

I was fortunate to work on several tasks. My work on auditing provided an opportunity to look at constitution and its day-in, day-out application. Establishing the financial procedure afforded insight into the relationship of elected leaders and paid staff. Trips to the printery exposed me to a dimension that encompassed exactness, another kind of interpersonal relationship, and a respect for continuity and routine in an

otherwise unstructured work environment. The crisis investigation showed me that geography separates teachers, but not teacher concerns. Lastly, my part in the bargaining election campaign made it clear that leadership can make or break an organization, and the Uniserv Director has a role in the ongoing process of training leaders.

Human skills objectives

Objective B. 1. To understand what makes the field supervisor stay with this job.

To separate the job from the man would have been contrary to my intent. I wanted to examine the job but I also wanted to examine the man. Ken was a good and willing specimen.

Aside from meeting to discuss issues related to our tasks, we also found time to just talk. We shared several lunches and a few dinners. I made a point of meeting at the office rather than our destination so we might converse in the car. He invited me into his home and into his mind. This communication expanded my view of educational unionism, the job of Uniserv Director, and my humanity.

Objective B. 2. To discuss the progress of negotiations with the leaders of DIT's support personnel.

There were four occasions when I spoke with leaders of the services staff organization: Once on the phone, once at the president's work station, and twice at pre-arranged work sessions. As indicated in my daily journal, individually and as a group they did not want to be involved in the process. There was some interaction when we met during the lunch hour, but a clear reluctance to come to the union office outside of the

work day. It was difficult to communicate, because within their own context they needed Ken and me to take on the role of outside experts.

Objective B. 3. To help the leaders (DIT) identify their responsibility to maintain and administer the provisions of the negotiated settlement as well as their local organization.

I did not meet this objective.

During my first encounter with the officers I spoke briefly on the importance of maintaining, or monitoring, the contract. They seemed to understand and accept the idea that provisions of the contract are only as good as their efforts to enforce them. However, the full implementation of this objective would have been an internship unto itself.

Objective B. 4. To analyze the role of the Uniserv Director from the point of view of persons served by him.

There were several opportunities to work with a variety of people in a variety of settings. Most were cooperative, task oriented, and positive. While nearly everyone had something to contribute, the real common denominator was that everyone expected something.

The printer wanted the copy approved. The faculty wanted the language "cleaned up." The secretaries wanted the contract done. The W.C. president wanted the staff expenses individually itemized. The secretary-treasurer wanted a list of suggested policies. The 2-I chairperson wanted the audits in detail. The voters wanted assurances. The secretary wanted the proposals as they were completed. The Oakland county teachers wanted the strike authorization. And some wanted their jobs done yesterday.

Objective B. 5. To determine the variety of persons (personalities, backgrounds, occupations) and settings the Uniserv Director is exposed to.

If my experience is at all typical, I can freely say the Uniserv Director has contact with a great many people. Many with whom I had contact had backgrounds, jargon, and bias familiar to me. Some had skills, knowledge, and tendencies which were not part of my usual fare. However, the necessity to elicit cooperative effort was present regardless of the issue or personalities.

Among the more than forty individuals with whom I had direct contact were numerous teachers and teacher leaders, five of the faculty from DIT, five of the services staff from DIT, three managers from DIT, three employees of a printery, six Uniserv Directors, and three MEA secretaries. These people had various degrees of commitment, and working with them offered its own challenge. Aside from the obvious opportunity to examine functions of the Uniserv Director, I also observed the roles assumed by the above mentioned individuals.

Technical skills objectives

Objective C. 1. To determine the appropriate action to reach tentative agreements toward the settlement of the DIT support personnel contract.

Although a final settlement was not reached during the course of the internship, we were able to come to agreement on twenty-four of twenty-nine articles (see Appendix H). Of the five unsettled articles there was concurrence on parts of each and a clear direction toward a full accord was established. Fortunately, the Institute recognized that inequities existed. Equally fortunate was management's inclination to adopt concepts negotiated with the faculty. Where there were differences we proceeded to find language to meet the needs of the Institute and those I represented.

Objective C. 2. To develop an accounting procedure with explanations for its use and applicable to a specific budget adopted by a multi-unit bargaining association.

To fulfill this objective I relied on my limited undergraduate background in accounting and experience as treasurer for a small MEA local, the advice of political leaders in WC-MEA/NEA, information from the staff secretaries, examination of past procedures in W.C. and 2-I Coordinating Council, and common sense. Appendix G illustrates completion of the objective.

Objective C. 3. To carry out several of the job related responsibilities of the Uniserv Director.

Reading from MEA publications provided a limited theoretical basis for tasks assumed outside the scope of my work at DIT. Printed material was used specifically in preparation for the Job Action Investigations (see Appendices E and F). However, most of the background needed to carry out my responsibilities resulted from interaction with others, especially the field supervisor. The audits required examination of financial books and discussion with secretaries who kept them, with staff responsible for overseeing them, and with members of the council who directed how the monies were spent. The field supervisor and other Uniserv Directors discussed with me those things that I might do at the bargaining election socials. And, as reported above, political leaders and staff secretaries helped with preparing the financial handbook.

It was my good fortune to work with knowledgeable people.

APPENDIX A

INTERNSHIP PROSPECTUS

MAJOR INTERNSHIP PROSPECTUS

- I. Sponsoring Organization: Michigan Education Association
Region II - North Wayne Office
- II. Supervisors: Field Supervisor - Mr. Kenneth D. Gabel
2-I UniServ Director
University Supervisor - Dr. Harold W. Boles
Department of Educational
Leadership
Western Michigan University
- III. Major Focuses of Experience: 1. Observe and aid the Field Supervisor in meeting his varied job expectations.
2. Develop and negotiate an initial collective bargaining agreement for the support staff of the Detroit Institute of Technology.
- IV. Duration: 240 hours; 20 hours per week for 12 weeks commencing March 28, 1979.

V. Rationale:

Within the total culture today, people demand and expect dignity on the job. For one person this may mean opportunity to control the work environment, while to another it may mean cost-of-living adjustments "like the other guy in the trucking industry." Each person comes to his/her job or profession with a multiplicity of perceptions, experiences, knowledges, and skills. Yet all seem to require evermore-defined job expectations, and thus the work ethic of the past several decades changes.

The education industry is clearly not set apart from the rest of society. On the contrary, like politics, education is present throughout our lives. It is only natural, therefore, that educators and those who labor as support personnel are increasingly demanding and expecting parity with other workers. That is why the National Education Association (NEA), the American Federation of Teachers, the American Association of University Professors, and other educational unions have evolved into education UNIONS.

Originally founded on principles of academic excellence, organizations such as the NEA have, in response to cultural shifts and specifically in response to membership needs, moved to active unionism. Although teas and talk have been replaced by negotiations and nudging, it should not be forgotten that the aims of educational unionism are to define relationships and responsibilities. By achieving these aims, energies can be directed toward the learners needs and in this way the educational process is advanced.

Recognizing the many problems which faced teachers, the NEA, and particularly its affiliate the Michigan Education Association (MEA), began in 1969 to better the unified association. In an effort to resolve problems, and to meet increasing service demands, the MEA, through its political body, the Representative Assembly, established a program to expand the number of trained staff persons. The goal was to have one full-time staff employee to assist elected local leaders who represent from 800 to 1,300 members. This goal has been achieved, and the "UniServ" program is in full operation under the direction of the MEA Associate Director for UniServ.

It is the role of the local UniServ Director that will be the focus of the internship. More specifically, it is the intent of the intern to examine this role from the UniServ Director's perspective by performing varied jobs normally assumed by him and by discussions with the field supervisor. Projected areas of responsibility include: (a) Working with local political leaders to develop an annual budget and establishment of an accounting procedure for its implementation and maintenance, (b) Observing faculty negotiations of the initial collective bargaining agreement

with Detroit Institute of Technology (DIT), (c) Developing language, with rationale, and presenting the initial collective bargaining package for the secretaries and other support personnel of DIT as well as negotiating with management (hopefully to a conclusion), (d) Assisting in the bargaining agent elections for sixteen districts that are attempting to form a single unit, (e) Attending a UniServ in-service training session, and (f) Aiding in any other short term projects that might arise in the scope of the field supervisor's job expectations as time will permit (e.g., development of an arbitration case).

In the course of this internship it is expected the intern will observe, experience, and discuss the many duties of the UniServ Director. Activities such as contract implementation (negotiations, mediation, ratification), contract maintenance (grievance processing, arbitration, trouble shooting), and unit maintenance (constitutions, newsletters, budgets) are primary staff functions. It is the intern's hope to acquire some insight into process and content; i.e., what is done, how it is done, and with whom.

PROJECTED NATURE OF INTERNSHIP

Objective	Experience and/or contact	Terminal skill
<p>A. <u>Conceptual:</u></p> <ol style="list-style-type: none"> 1. To study available data relative to the UniServ Director's job expectations including line and staff responsibilities. 2. To observe DIT working conditions and employee policies and practices. 3. To review available printed material having a bearing on support personnel contract language as it pertains to DIT. 4. To become familiar with various DIT support jobs, the training necessary to fill those positions, and the resources available to perform satisfactorily. 	<p>The intern will:</p> <ol style="list-style-type: none"> gather and read MEA, NEA, Co-ordinating Council, and if possible a personal job performance objectives as well as discuss with the field supervisor his perception of his role in MEA/NEA. discuss with union leaders, both support and faculty, and management their problems and needs. collect any written matter (e.g., Board policies, salary schedules, prototype or sample language for similar situations, job descriptions that delineate working conditions, etc.) and study them. analyze the jobs held by the membership, skills necessary to perform, and facilities available. 	<p>The intern will be able:</p> <ol style="list-style-type: none"> to report on the UniServ Director's job descriptions. to relate perceived contractual needs. to write proposed contract language. to justify proposed contract language in a negotiations setting.

Objective	Experience and/or contact	Terminal skill
5. To acquire an increased understanding of the variety of demands associated with the position of UniServ Director.	carry out several duties that are not within the realm of negotiations.	to refer to specific tasks and explain how they are important to the overall effectiveness of the organization's objectives.
<p>B. <u>Human:</u></p> <p>1. To understand what makes the field supervisor stay with this job.</p> <p>2. To discuss the progress of negotiations with the leaders of DIT's support personnel.</p> <p>3. To help the leaders (DIT) identify their responsibility to maintain and administer the provisions of the negotiated settlement as well as their local organization.</p> <p>4. To analyze the role of the UniServ Director from the point of view of persons served by him.</p>	<p>interview the field supervisor formally and informally.</p> <p>seek out those in positions of leadership to assess negotiations progress at various intervals in the process.</p> <p>prepare a program of action for use as a basis for discussion on how to go about working under the contract and governing the organization.</p> <p>question several persons who see the field supervisor as responsible to them.</p>	<p>to identify aspects of the job which make it appealing and rewarding as well as the frustrations that need to be overcome or compensated for.</p> <p>to modify the negotiations posture to reflect the perceived needs of the leaders.</p> <p>to present a model for the day to day operation of their organization, and report on how the model was accepted, modified, and implemented.</p> <p>to list perceived responsibilities of the UniServ director.</p>

Objective	Experience and/or contact	Terminal skill
5. To determine the variety of persons (personalities, backgrounds, occupations) and settings the UniServ Director is exposed to.	keep a record of those people with whom he comes in contact; noting names, occupations, attitudes, settings, purposes, extent of involvement, etc.	to discuss the kinds and context of human interactions to which the UniServ Director is likely to be exposed.
<p>C. <u>Technical:</u></p> <p>1. To determine the appropriate action to reach tentative agreements toward the settlement of the DIT support personnel contract.</p> <p>2. To develop an accounting procedure with explanations for its use and applicable to a specific budget adopted by a multi-unit bargaining association.</p> <p>3. To carry out several of the job related responsibilities of the UniServ Director.</p>	<p>prepare the initial package and negotiate with management.</p> <p>assist the political leaders in the development of a budget, which will be the basis for developing an orderly accounting system acceptable to the Treasurer.</p> <p>search out and accept a variety of work situations which provide insight to the total job.</p>	<p>to present reasons to support those actions taken to reach tentative agreement.</p> <p>to demonstrate the procedures for the proper use of the accounting system.</p> <p>to cite varied instances where the duties of the field supervisor were assumed.</p>

APPENDIX B

MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ELECTION RESULTS

Michigan Employment Relations Commission
Election Results
Authorizing Wayne County-MEA/NEA As Bargaining Agent

District	Number Voting WC-MEA/NEA	Number Voting Local EA	Number Voting Neither	Percentage Voting WC-MEA/NEA
Southgate	183	38	5	81%
Gibraltar	133	37	2	77%
Dearborn #7	89	40	2	68%
Lincoln Park	216	44	17	78%
Westwood	139	5	5	93%
Woodhaven	78	68	1	53%
Huron	84	9	0	90%
Allen Park	120	14	4	87%
Cherry Hill	114	29	1	79%
Trenton	145	91	9	59%
Wyandotte	151	42	5	76%
Romulus	158	26	2	84%
Van Buren	122	83	2	59%
Garden City	41	247	6	14% *
Redford Union	184	91	3	66%
South Redford	94	98	2	48% *

* Failed to authorize WC-MEA/NEA as bargaining agent

APPENDIX C

2-I PAC AUDIT

TO: Walt Zelasko, 2-I CC Chairperson
FROM: John Goniea
DATE: August 6, 1979
RE: 2-I PAC AUDIT (9/30/77 - 8/6/79)

During the last three months of 1977, three checks were written. All checks were signed by George Trudell and processed through the bank. Service charges were properly recorded. In November, an error was made when South Wayne Education Association funds were deposited in the 2-I PAC Account; however, the error was corrected in January.

In 1978, three checks were issued. Two were signed by George Trudell and the last by Ken Gabel. Service charges were assessed in January and February after which bank policy no longer necessitated that expenditure. Three deposits were made -- two MEA rebates and \$150.00 return by River Rouge because the funds previously issued were not spent.

To date, three checks have been executed in 1979; each signed by George Trudell. Three deposits, including two MEA rebates and one to close a separate administrative account of \$50.55 that was dormant, have been made.

Two items are still pending as you oversee the transfer of 2-I PAC funds to the new WC-MEA/NEA-PAC. First, the Council has approved \$300.00 for Dearborn Heights #7 for a September millage campaign. Second, Taylor received 2-I approval of \$300.00 retroactive to November, 1977 and June, 1978 campaign efforts provided it can be done under current campaign practices legislation. These issues need your attention before the transfer.

In summary, the records are clear, concise, and appear to be in proper order. The balance of \$2,470.16 as of August 6, 1979 is accurate. However, it does not take into consideration the items discussed in the previous paragraph.

APPENDIX D

2-I COORDINATING COUNCIL AUDIT

TO: Walt Zelasko, 2-I CC Chairperson

FROM: John Goniea

DATE: August 20, 1979

RE: 2-I COORDINATING COUNCIL AUDIT (11/7/77 - 8/20/79)

Examination of 2-I records show three sets of books containing financial data; a file of 2-I minutes and related items (e.g., Agreement Between 2-I Coordinating Council and Executive Directors); and, monthly bank statements with cancelled checks.

The financial records consist of a check register; a yearly budget summary (or journal) showing transactions in the order in which they occurred; and, a ledger with four subdivisions labeled -- Ken Gabel, George Trudell, Supplies, and 2-I CC.

The check register shows that a single account (0371-0075-7) with Michigan National Bank was used.

There were 24 deposits, one adjustment for a voided check, and an adjustment for a bank error when a service charge was improperly assessed. A total of 191 checks numbered 1 and 2 and 101 through 289 were written. However, three checks (130, 142, and 229) were voided. Therefore, 188 expenditures need to be accounted for.

The purpose of the journal and the ledger is to keep a record of expenditures to date and act as a check and balance system. Not counting check 130, which was entered but subsequently voided, the journal contains 188 entries. The ledger shows entries numbering 64 for Ken Gabel, 64 for George Trudell, 44 (not counting check 130) for Supplies, and 18 for 2-I CC for a total of 188 entries.

The financial records are well organized. Only one check, 269, looked out of place; however, that amount was later reimbursed by Wayne County-MEA/NEA. Inspection of 2-I minutes reflect a regular practice of authorizing payments each month. And, all bank statements are properly and accurately reconciled with cancelled checks signed by Ken Gabel or George Trudell as provided for in 2-I By-Laws, Article III, Section D.

I believe the 2-I Coordinating Council books are in good condition with a balance as of this date of \$1,974.11.

(continued)

- 2 -

As you prepare to transfer any remaining 2-I funds to WC-MEA/NEA, I suggest you do the following:

- 1) Secure from the staff a letter of understanding as discussed and agreed upon at your August 6th Council meeting.
- 2) Pay the August staff expenses (there should be no other 2-I Council expenses).
- 3) Forward the balance, if any, to WC-MEA/NEA.
- 4) Follow-up on the final bank reconciliation and notify the bank that the account should be closed.

APPENDIX E

WEST BLOOMFIELD

JOB ACTION INVESTIGATION REPORT

JOB ACTION INVESTIGATION REPORTDistrict West BloomfieldInvestigation Team Kenneth GabelJohn GonieaA job action investigation was conducted on 8/4/79.

Those members of the local association present included:

Joseph Lupi - PresidentJohn Sullivan - Negotiations TeamLinda Lupi - Vice PresidentSuzanne Smith - Crisis Co-ChairAlice Emmons - Negotiations TeamDavid Vanderhoff - Crisis Co-Chair

I. MEA Job Action Criteria for Formulating Job Action Recommendations

A. Legal Conditions

1. Contract length and expiration date? Three years - July, 1979
2. Is there a no strike clause in the contract? Yes
3. Are individual members and Association leaders appraised of the existing danger of loss of employment?
YES - "Expect to be fired" has been a basic assumption in all literature - teachers voted "no contract, no work" in spring
4. Would an injunction likely be sought and possibly secured?
NO - strike 3 years ago taught the Board to look for other means
5. Is the district likely to be enjoined?
6. Would members likely defy an injunction?
Split opinion - Depends on issues and circumstances
e.g., work under personnel policies - Yes
work under old contract - No
7. Is the local bargaining unit incorporated? No
8. Have all legal avenues been considered and/or exhausted such as:
 - a. Mediation?
 - b. Factfinding? Have been considered
 - c. Unfair labor practice charges?
 - d. Binding arbitration of the contract?
 - e. Injunctive action against the Board?

B. Membership Support

1. Do bargaining unit members clearly understand the issues and will they agree to withhold services in sufficient numbers to require the Board to negotiate further?

Yes. Money and "no contract, no work" ("Hillsdale got 12%")

2. Is it possible that direct appeal to members by the Board would weaken a united front?

No - last strike all but 8 members stayed out

3. How long are members prepared to go without working in the district?

Long time - at least a month

4. To what degree can buildings be effectively closed?

Can close all - district has difficulty getting subs

5. What support may be expected in high visibility teaching areas, i.e., coaching, co-op, adult education, music, etc.?

Full cooperation

6. To what degree are unit members willing to sacrifice if a strike should be partially or totally unsuccessful?

7. Would a strike solidify or fracture the membership?

Solidify

8. Are there key unit leaders that are non-supportive of the association negotiations team and contract problems?

None - leadership has remained consistent over the years and there is a strong feeling of support resulting from strike 3 years ago.

C. Financial Preparation and Implementation

1. Has a strike budget been prepared and adopted? Yes - \$10,000

2. Are sufficient funds available locally to handle costs of:

a. Renting meeting facilities? Yes

b. Committee expenses? Yes

- c. Publications? Yes
- d. Secretarial expense? Yes
- e. Special telephone facilities and equipment? Yes
- f. Material purchases? Yes
- g. Advertising time and/or space? Yes
- 3. Are additional sources of financial assistance to the local association secured? What are they?
Yes - Regional Bargaining Congress
- 4. Are funds available via loans, grants or other means to support members of periods up to six weeks? Longer than six weeks?
Yes
- 5. Were members warned to expect and prepare by saving for such a contingency?
Yes - a consistent theme in all communications
- 6. Have specific plans been made to implement the above?
Yes

D. Political Situation

- 1. To what degree is the local MEA-PAC chapter active and effective?
O.K.
- 2. Has the local MEA-PAC chapter elected Board members and/or other elected officials?
Not recently - not satisfied with results of previous efforts
- 3. Does the local MEA-PAC chapter have close political ties with key leaders in both political parties, key community groups, and with the judiciary?
Have a list of 32 individuals who actively supported the EA during the last strike - they are still supportive.
- 4. To what degree does the local association have influence in the selection of school administrators?
None

5. What influence does the local association have with administrators and Board members?

None - Superintendent has total control of Board

E. Community Support

1. To what degree can unit members obtain support from:

- a. The community in general Much -- 1500 attended discharge meeting last time.
- b. Citizens Committee There are none
- c. PTA Neutral
- d. General press and media Observer & Eccentric - neutral
Oakland Press - negative
- e. Other sources

2. Has the Board engaged in intensive efforts to gain community or membership support?

No - However, the Board does have a hotline which reports essentially the same thing as the EA hotline

3. Does the community view the association as guilty of unfair bargaining practices?

No

4. Will the classrooms be covered if the unit members are on strike?

No- district has difficulty getting subs

5. Have the key people in the community who influence management decisions been contacted and informed?

No

F. Management Assessment

1. What is the evaluation of Board members, attorney, negotiators, and key administrators as to their views on core contract issues and strikes?

Superintendent controls
Current contract language and salary (probably 7%)

2. Who are the key power figures in management?

Director of Personnel runs negotiations
Superintendent controls Board

3. What is the management team strategy and what are their objectives?

- get a contract
- establish a calendar with starting date of September 18th

4. What are the management team's key strengths and weaknesses?

Can't say yet

5. Has the local association maintained consistent relations with the Board and Administration?

6. What is the relationship between the Board and the management negotiations team?

Superintendent controls Board
Board supports management team

7. How long is management willing to hold out during a strike?

2-3 weeks

G. Public Relations

Internal

1. How many general and/or building membership meetings have been held regarding negotiations?

1 in spring

2. How frequently have negotiations been dealt with in the local association newsletter?

2 mailings and a hotline

3. Is there an active and effective PR Committee?

Yes

4. Has the Association formally and/or informally surveyed the membership regarding their desires and attitudes on negotiation issues?

Yes

5. Is a membership communication and/or fan-out system working?

Yes

II. Additional Comments and/or observations of the Investigation Team including identification of type (see Job Action, p. 1 of Policy) and duration of job action anticipated.

West Bloomfield is a district of 285 teachers in one municipality. The district is financially sound. The district experienced a four-day strike in September, 1977 after working one year without a contract under strained relations. A settlement was reached early in the morning of the fifth day with MEA intervention while an aroused community waited to protest scheduled Board action to fire the staff. Strong feelings exist against working without a contract based on the bitter experience of 1976-77.

In this round of bargaining, the Association proposed extensive revisions in the contract. The Board limited their package primarily to salary and current contract language on non-economics. Bargaining has progressed at a satisfactory pace, and there is optimism for a settlement. However, the Board did adopt a calendar which has school starting September 18, apparently to alleviate community pressure in the event of a job action. The Association publicly criticized the Board's action with a door-to-door circular. Support among Association leaders for a job action stems less from the issues or developments in the current bargaining than from the experience of working without a contract. The Association is well prepared for an anticipated job action this year.

In addition to the "no contract, no work" position taken by the membership in June, it is recommended that Association negotiators achieve clear consensus on "back-up points" or "bottom lines" for settlement on concerns it determines are vital to them and/or the membership. If these concerns are not resolved in bargaining soon, they should be identified and crystallized as "key issues" to the membership with rationale. As the time for any anticipated job action nears, an astute judgment must be made as to whether the difference between that which might be achieved without a job action and that which the Association aspires to achieve with one is substantial enough to merit the risks of the job action considered. Assessments of the support among members and influential individuals in buildings should continue. Also, the vulnerable management decision makers should be targeted for critical pressure.

Under the general posture of "no contract, no work" assumed by the Region 7 bargaining program, West Bloomfield will receive encouragement to strike. It is unlikely the parties will have utilized any impasse resolution services beyond mediation before the scheduled start of school. If a job action is anticipated, the Association should consider what its reactions or recommendations will be to suggestions of fact-finding or arbitration, or the issuance of an injunction. Presumably, the Association would plan to continue any job actions until an agreement is reached on contract terms or a binding process for achieving such.

Finally, it would be prudent to keep updated on developments in the legislature on the proposed bill to allow public employees the right to strike. The progress of that legislation could influence a decision on the timeliness of a job action.

III. Recommendation of Investigation Team regarding authorization, type of action, level of service, and any limitations, restrictions, or special conditions.

The investigation team recommends authorization of a job action of considerable duration. Normal Services are recommended for the onset of the job action, with the possibility of subsequent authorization of Extraordinary Services should the need arise.

Respectfully submitted,

Ken Gabel

8/15/79

(date)

John Goniea

8/15/79

(date)

Distribution: MEA Executive Director
 MEA Executive Committee
 MEA Region Board Members
 Region President
 Associate Director for UniServ
 Zone Manager
 Local UniServ Staff
 Local President

APPENDIX F

WALLED LAKE

JOB ACTION INVESTIGATION REPORT

JOB ACTION INVESTIGATION REPORTDistrict Walled Lake Consolidated SchoolsInvestigation Team Kenneth Gabel
John GonieaA job action investigation was conducted on 8/4/79.

Those members of the local association present included:

Nancy Van Leuwen - President, Shirley Martin - Bargaining Team Member,Ken Andrzejewski - Crisis Chairperson, Ruth Becker - External Communication

I. MEA Job Action Criteria for Formulating Job Action Recommendations

A. Legal Conditions

1. Contract length and expiration date? 2 years - June 30, 1979
2. Is there a no strike clause in the contract? Yes
3. Are individual members and Association leaders apprised of the existing danger of loss of employment?
Yes. Leadership assessment is that it is "unlikely" given the history of bargaining in the district.
4. Would an injunction likely be sought and possibly secured? Yes
5. Is the district likely to be enjoined?
Yes. Teachers are expecting threatening letter in advance of injunction.
6. Would members likely defy an injunction.
The vote would be close with yes prevailing if the members are prepared.
7. Is the local bargaining unit incorporated? No
8. Have all legal avenues been considered and/or exhausted such as:
 - a. Mediation? Mediator assigned but not called in as yet.
 - b. Factfinding? Too early - 26 issues - have talked about 8.
 - c. Unfair labor practice charges?
 - d. Binding arbitration of the contract?
 - e. Injunctive action against the Board?

B. Membership Support

1. Do bargaining unit members clearly understand the issues and will they agree to withhold services in sufficient numbers to require the Board to negotiate further?

The issues are not yet crystallized. There is a hot line and two newsletters have been sent.

2. Is it possible that direct appeal to members by the Board would weaken a united front?

Might have some effect but would not break down the unit.

3. How long are members prepared to go without working in the district?

Uncertain

4. To what degree can buildings be effectively closed?

17 buildings (12 Elem., 2 Jr.Hi., 2 H.S. & 1 Vocational Center)
4 will be difficult to cover because of the number of entrances
Central H.S. and Commerce Elem. the staff may go in.

5. What support may be expected in high visibility teaching areas, i.e., coaching, co-op, adult education, music, etc.?

Coaching would continue

6. To what degree are unit members willing to sacrifice if a strike should be partially or totally unsuccessful?

7. Would a strike solidify or fracture the membership?

Most are receptive - 30% anti-strike.

8. Are there key unit leaders that are non-supportive of the association negotiations team and contract problems?

No

C. Financial Preparation and Implementation

1. Has a strike budget been prepared and adopted? Yes
2. Are sufficient funds available locally to handle costs of:
 - a. Renting meeting facilities? Yes
 - b. Committee expenses? Yes

- c. Publications? Yes
- d. Secretarial expense? Yes
- e. Special telephone facilities and equipment? Yes
- f. Material purchases? Yes
- g. Advertising time and/or space? Yes
- 3. Are additional sources of financial assistance to the local association secured? What are they?
Yes. Regional Bargaining Congress
- 4. Are funds available via loans, grants or other means to support members of periods up to six weeks? Longer than six weeks?
Yes
- 5. Were members warned to expect and prepare by saving for such a contingency?
Yes
- 6. Have specific plans been made to implement the above?
Yes. The Region has conducted prior local Crisis Assistance Team preparations.

D. Political Situation

- 1. To what degree is the local MEA-PAC chapter active and effective?
O.K.
- 2. Has the local MEA-PAC chapter elected Board members and/or other elected officials?
One
- 3. Does the local MEA-PAC chapter have close political ties with key leaders in both political parties, key community groups, and with the judiciary?
No - The district consists of 3 cities and 5 townships.
- 4. To what degree does the local association have influence in the selection of school administrators?
None

5. What influence does the local association have with administrators and Board members?

Administration doesn't listen -- 3 Board members lean toward EA, they listen but make an independent decision

E. Community Support

1. To what degree can unit members obtain support from:

- | | |
|-----------------------------|---|
| a. The community in general | Don't know |
| b. Citizens Committee | Only one organized group, parents of the gifted, who are supportive of good schools. |
| c. PTA | Not well organized, more social and apolitical |
| d. General press and media | One doesn't support either side nor anything. One is objective or leans to teacher support. |
| e. Other sources | |

2. Has the Board engaged in intensive efforts to gain community or membership support?

No

3. Does the community view the association as guilty of unfair bargaining practices?

No

4. Will the classrooms be covered if the unit members are on strike?

Not likely

5. Have the key people in the community who influence management decisions been contacted and informed?

Because of the broad geography of the district the key people are the Board members.

F. Management Assessment

1. What is the evaluation of Board members, attorney, negotiators, and key administrators as to their views on core contract issues and strikes?

Ex Board President of Huron Valley Schools, current administrator on the bargaining team, hates MEA and teachers and predicts MEA will strike in Walled Lake.

2. Who are the key power figures in management?

Superintendent and Director of Personnel

3. What is the management team strategy and what are their objectives?

- establish Board rights - decrease Association rights
- increase administrative prerogatives - foot dragging

4. What are the management team's key strengths and weaknesses?

On hard times PR wise (2 millage failures, 42 pink-slipped teachers Board is questioning Superintendent and occasionally overruling him)

5. Has the local association maintained consistent relations with the Board and Administration?

Yes - open dialogue not arrogant or negative

6. What is the relationship between the Board and the management negotiations team?

Don't know.

7. How long is management willing to hold out during a strike?

Will feel pressure from the community within a week.

G. Public Relations

Internal

1. How many general and/or building membership meetings have been held regarding negotiations?

1 prior to negotiations

2. How frequently have negotiations been dealt with in the local association newsletter?

3 (1 in June and 2 over the summer)

3. Is there an active and effective PR Committee?

Yes

4. Has the Association formally and/or informally surveyed the membership regarding their desires and attitudes on negotiation issues?

Yes

5. Is a membership communication and/or fan-out system working?

Yes

II. Additional Comments and/or observations of the Investigation Team including identification of type (see Job Action, p. 1 of Policy) and duration of job action anticipated.

Walled Lake is a district of about 550 teachers covering three cities and five townships. The district has suffered two recent millage defeats. The Superintendent and Board have lost considerable community support. While the district's tax base has not improved, the district retained a respectable General Fund Equity by laying off teachers. Though the district has yet to experience a strike, there is growing unrest over the lack of progress in bargaining. Where a substantial minority of the teachers have expressed opposition to a strike, support for such action is being nurtured.

Bargaining of the last two two-year contracts was expedited by focusing early attention on economic concerns. In June, Association negotiators initiated bargaining on a broad spectrum of contractual concerns including salary, fringe benefits, staff reduction, class size/mainstreaming, etc. Management's resistance is such that less than one-third of the proposals submitted have been discussed.

Presently, there is a need for Association negotiators to achieve clear consensus on "back-up points" or "bottom lines" for settlement on concerns it determines are vital to them and/or the membership. If these concerns are not resolved in bargaining soon, they should be identified and crystallized as "key issues" to the membership with rationale. As the time for any anticipated job action nears, an astute judgment must be made as to whether the difference between that which might be achieved without a job action and that which the Association aspires to achieve with one is substantial enough to merit the risks of the job action considered. Assessments of the support among members and influential individuals in buildings should continue. Also, the vulnerable culprit management decision maker should be targeted for critical pressure.

Under the general posture of "no contract, no work" assumed by the Region 7 bargaining program, Walled Lake will receive encouragement to strike. It is unlikely the parties will have utilized any impasse resolution services beyond mediation before the scheduled start of school. If a job action is anticipated, the Association should consider what its reactions or recommendations will be to the suggestions of fact-finding or arbitration, or the issuance of an injunction. Presumably, the Association would plan to continue any job actions until an agreement is reached on contract terms or a binding process for achieving such.

Finally, it would be prudent to keep updated on developments in the legislature on the proposed bill to allow public employees the right to strike. The progress of that legislation could influence a decision on the timeliness of a job action.

III. Recommendation of Investigation Team regarding authorization, type of action, level of service, and any limitations, restrictions, or special conditions.

The investigation team recommends authorization of a job action of several days, contingent upon an additional review of the district's readiness prior to the initiation of the job action. Normal Services are recommended for the onset of the job action, with the possibility of subsequent authorization of Extraordinary Services should the need arise.

Respectfully submitted,

Ken Gabel	8/15/79
_____	_____
	(date)
John Goniea	8/15/79
_____	_____
	(date)

Distribution: MEA Executive Director
 MEA Executive Committee
 MEA Region Board Members
 Region President
 Associate Director for UniServ
 Zone Manager
 Local UniServ Staff
 Local President

APPENDIX G

WAYNE COUNTY-MEA/NEA

SECRETARY-TREASURER'S HANDBOOK FOR FINANCIAL RECORDS

Appendix G contains the materials as submitted to the WC-MEA/NEA Secretary-Treasurer. The financial policies are recommendations of the intern, as requested by the Secretary-Treasurer, which should be replaced by the actual policies when adopted by the Board of Governors. Four pages of the ledger are included herein for the purpose of illustration.

CONTENTS

- I. Yellow - Budget
 - A. Budget
 - B. Statement of Secretary-Treasurer's Responsibilities
 - C. W.C. Financial Policies
 - D. Record Keeping Procedures
- II. Red - Journal
- III. White - Ledger
 - A. Line Item Accounts
 - B. Income Accounts
 - 1. Districts - Alphabetically
 - 2. MEA Rebates
 - a. Supplies
 - b. Travel and Expenses
 - c. Arbitrations
 - 3. Miscellaneous
- IV. Green - Vouchers: Approved and Paid
- V. Pink - Reports
 - A. Monthly Board of Governor's Reports
 - B. Minutes
 - 1. Approving Monthly Reports
 - 2. Authorizing Any Budget Adjustments
 - C. Monthly Bank Reconciliations

WAYNE COUNTY-MEA/NEA
1979-80 APPROVED BUDGET

78-79 Balance		\$ 4,000.00
79-80 Income: Dues 4,000 @ \$16.00		<u>64,000.00</u>
TOTAL INCOME		\$ 68,000.00

79-80 Expenses:

1000 GOVERNANCE

1001 Officer Release Time	\$ 1,000.00	
1002 Officer Stipends		
- President: \$4,000.00		
- Vice President: \$2,000.00		
- Sec./Treas.: \$2,000.00	8,000.00	
1003 Officer Expenses	4,000.00	
1004 Executive Board	1,000.00	
1005 Board of Governors	500.00	
1006 Bonding/Audit	500.00	
1007 Board of Reference	<u>1,000.00</u>	
TOTAL		\$ 16,000.00

1100 BARGAINING

1101 Release Time	1,000.00	
1102 Chairperson Stipend	3,000.00	
1103 Chairperson Expenses	1,000.00	
1104 Committee Expenses	2,000.00	
1105 District Negotiator Stipends *	<u>24,000.00</u>	
TOTAL		31,000.00

1200 CONTRACT IMPLEMENTATION

1201 Arbitration Subsisies **	8,000.00	
TOTAL		8,000.00

1300 COMMUNICATIONS

1301 Internal (Sidebar)	5,000.00	
1302 External	<u>3,000.00</u>	
TOTAL		8,000.00

(continued)

1400 OFFICE OPERATIONS

1401	Rent	\$ 1,500.00	
1402	Telephone	1,000.00	
1403	Supplies	<u>MEA Rebate</u>	
TOTAL			\$ 2,500.00

1500 PERSONNEL

1501	Prof. Staff Salaries/Benefits	MEA Rebate	
1502	Prof. Staff Expenses	MEA Rebate	
1503	Serv. Staff Salaries/Benefits	<u>MEA Rebate</u>	
TOTAL			--

1600 RESERVE

1601	Reserve	2,500.00	
TOTAL			<u>2,500.00</u>
TOTAL EXPENSES			\$ 68,000.00

* 16 @ \$1,500.00 = \$24,000.00
 ** 16 @ \$ 500.00 = \$ 8,000.00

Constitution and By-Laws
Wayne County MEA/NEA
Lines 169-178

Article III. C-3

The Secretary-Treasurer shall be the custodian of all Union records including accurate minutes of meetings of the BOARD OF GOVERNORS, EXECUTIVE BOARD, and general membership. In addition, the Secretary-Treasurer shall be responsible for the financial affairs of the Union, including the maintenance of financial records, collection of dues and disbursement of funds. He/she shall assist in the preparation of the Union's annual budget. In the absence of the President and Vice President, the Secretary-Treasurer shall preside at official meetings of the EXECUTIVE BOARD and BOARD OF GOVERNORS.

SOME SUGGESTIONS FOR FORMULATING FINANCIAL POLICIES

1. All funds received will be deposited and all expenditures will be made through a single account.
2. The fiscal year is from September 1 through August 31.
3. The Secretary-Treasurer or any other person authorized to spend funds must be bonded.
4. An annual audit must be conducted in July by a qualified person from outside of WC-MEA/NEA as well as within 20 days of the departure of an outgoing Secretary-Treasurer.
5. A voucher system shall be used:
 - with complete explanations for the expenditure as well as accompanying receipts.
 - with a time limit, e.g., within 45 days of the expenditure.
 - the Secretary-Treasurer approves vouchers--in the absence of a Secretary-Treasurer the President may approve.
 - no amount can be authorized beyond the limit established by the approved budget (the budget can be adjusted only by action of the Board of Governors).
 - if the Secretary-Treasurer determines a voucher request cannot be honored (e.g., incomplete or inadequate explanations, expenditure does not relate to an approved line item, submission by an unauthorized person, submission past the time limit, etc.) an appeal can be made to the Executive Committee or the Board of Governors at their next regularly scheduled meeting.
6. The Executive Committee is responsible for approving staff expenses provided they remain within the MEA Rebate guidelines on a quarterly basis. If a staffer spends more within a single quarter the Executive Committee must recommend to the Board of Governors that they approve the excess.
7. Be specific as to when stipends can be paid, e.g., quarterly on November 30, February 28, May 31, and August 31.

(continued)

8. Decide if there are to be dollar limits for meals, mileage, lodging, etc.
9. Determine who can submit vouchers and under what circumstances. (Paying for a baby-sitter so that someone can attend a meeting is probably not appropriate. However, if it is to be allowed then everyone should know about it. In fact, costs for politicals to attend any regularly scheduled meeting -- including Executive Committee; Board of Governors; Bargaining Committee; Public Relations Committee; Public Affairs Committee; and, Crisis Committee -- should not be reimbursed by W.C.)
10. Establish a petty cash fund under the supervision of one individual, e.g., a secretary. Be sure monies taken from the fund are applicable to a line item of the budget.
11. Reconciliations shall be done monthly. You might consider having someone other than signatories to the account do the reconciliation.
12. Line items 1105 and 1201 are based on 16 districts and need to be adjusted. The Board of Governors should take action to transfer the appropriate amounts to Reserves (1601). The projected Income should, likewise, be adjusted.
13. Some provisions should be made to keep track of South Redford's finances that are processed through WC-MEA/NEA.
14. A copy of the MEA's and/or Local One's financial policies may give direction to you as you establish WC-MEA/NEA policies (e.g., does the IRS have any requirements that W.C. should provide for?). However, you should proceed so that W.C. will have guidelines even if it means changing them at a later date.

Record Keeping Procedure

Journal

The Journal is a book of original entry used to record financial data as it occurs. Only two kinds of transactions can occur, monies can be received or spent.

When monies are spent six steps should be followed to properly record the expenditure in the journal:

- 1) write the date
- 2) indicate the line item number affected
- 3) write the number of the voucher where a detailed explanation of the expenditure can be found
- 4) write the check number
- 5) write the amount in the "expense" column
- 6) record the balance reflecting this expense.

When monies are received four steps should be followed to properly record the income in the journal:

- 1) write the date
- 2) indicate the source of the income (e.g., 1- Allen Park Dues, 2- Supplies Rebate)
- 3) write the amount in the "income" column
- 4) record the balance reflecting the income.

Ledger

The Ledger is a group of accounts used to keep an accurate record of each line item of the approved budget and each source of income.

Information is recorded in the various line item accounts by posting from the journal to the ledger in the following manner:

- 1) write the date
- 2) write the check number
- 3) write the amount expended
- 4) indicate the amount remaining for this budgeted item
- 5) place a check mark (✓) in the "Post. ref." column of the journal to show the line item has been posted to the individual account.

- 2 -

(The "Explanation" column can be used. However, the original voucher should contain a complete explanation should an inquiry arise.)

It should be noted that the budgeted amount for "Reserve" is NOT an expenditure, rather it decreases by Board of Governors' action to transfer some amount to an established or new line item.

Information is posted to income accounts by:

- 1) writing the date
- 2) writing the amount received
- 3) indicating how much has been received
"Year To Date"
- 4) explanations may be desirable (e.g.,
1- first quarter rebate, 2- Allen Park
dues September to January)
- 5) place a check mark (✓) in the "Post.
ref." column of the journal to show
the line item has been posted to the
individual account.

Monthly Report

Reports should be prepared monthly for action, usually approval, by the Board of Governors. This report should contain:

- 1) an indication that the previous month's bank statement is reconciled
- 2) the cash balance as of a date that is reasonably close to the scheduled Board meeting date
- 3) a breakdown showing the number, name, budgeted amount, and the amount "Unexpended" for each line item
- 4) any concern the Secretary-Treasurer believes should come before the Board.

Reconciliation

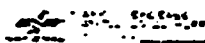
The checking account should be reconciled using a standard method. The final figure of the reconciliation should always be in agreement with the last figure in the "Balance" column of the Journal. When there is agreement, double lines should be drawn under the amount columns along with an indication in the "Line Item/Source" column that the reconciliation took place. The next line of the Journal can then be used for the next transaction.

PLEASE NOTE:

In all cases this material has been filmed in the best possible way from the available copy. Problems encountered with this document have been identified here with a check mark ☒.

1. Glossy photographs _____
2. Colored illustrations _____
3. Photographs with dark background _____
4. Illustrations are poor copy _____
5. Print shows through as there is text on both sides of page _____
6. Indistinct, broken or small print on several pages ☒ throughout

7. Tightly bound copy with print lost in spine _____
8. Computer printout pages with indistinct print _____
9. Page(s) _____ lacking when material received, and not available
from school or author _____
10. Page(s) _____ seem to be missing in numbering only as text
follows _____
11. Poor carbon copy _____
12. Not original copy, several pages with blurred type _____
13. Appendix pages are poor copy _____
14. Original copy with light type _____
15. Curling and wrinkled pages _____
16. Other _____



1002

1002 Officer Stipends

(Pres. \$4,000 - V.P. \$2,000 - Sec./Treas. \$2,000)

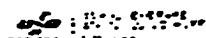
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Dearborn #7

Gibraltar

Date	Explanation	Received	Year To Date
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Supplies - MEA Rebate

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MEA Rebate

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APPENDIX H

1978-81 AGREEMENT

BETWEEN

DETROIT INSTITUTE OF TECHNOLOGY

AND

DETROIT INSTITUTE OF TECHNOLOGY SERVICES STAFF ORGANIZATION

Twenty-four of the twenty-nine articles of the agreement were tentatively agreed upon as of August 31, 1979. Appendix H relates the total package by reporting the Organization's table position for the five issues at impasse.

CONTENTS

- I. Agreement
- II. Witnesseth
- III. Recognition
- IV. Extent of Agreement
- V. Maintenance of Standards
- VI. Continuity of Operations
- VII. Employee Rights
- VIII. Organization Rights
- IX. Institute's Rights and Responsibilities
- X. Personnel Files and Records
- XI. Organization Dues or Fees and Payroll Deductions
- XII. Financial Responsibility
- XIII. Facilities
- XIV. Vacancies
- XV. Employee Evaluation
- XVI. Probation, Continuing Employment, and Termination
- XVII. Discipline of Employees
- XVIII. Reduction in Employee Positions
- XIX. Retirement
- XX. Employment Calendar *
- XXI. Working Hours *
- XXII. Jury Duty
- XXIII. Unpaid Leaves
- XXIV. Vacations *
- XXV. Grievance Procedure
- XXVI. Negotiation Procedures
- XXVII. Compensation *
- XXVIII. Benefits *
- XXIX. Duration

- Appendix A 1978-79 Salary Schedule *
- Appendix B 1979-80 Salary Schedule *
- Appendix C 1980-81 Salary Schedule *

* DITSSO table position on August 31, 1979

I Agreement

This agreement entered into this _____ day of _____, 1979, by and between Detroit Institute of Technology (hereinafter called Institute) and the Detroit Institute of Technology Services Staff Organization (hereinafter called the Organization) is a memorialization of agreements rendered pursuant to collective bargaining under the auspices of the National Labor Relations Act. The parties have agreed as follows:

II Witnesseth

WHEREAS, the Institute and the Organization recognize and declare that providing a quality education for the students of Detroit Institute of Technology is their mutual aim and that such education depends predominantly upon the quality and morale of personnel, and

WHEREAS, the members of the services staff are particularly qualified to assist in formulating procedures designed to improve the business function of the Institute, and

WHEREAS, the Institute has a statutory obligation to bargain with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

III Recognition

The Institute hereby recognizes the Organization as the sole and exclusive bargaining representative for all non-faculty personnel whether under contract (either verbal or written) or on leave, employed or to be employed by the Institute for more than twenty (20) hours per week in services staff activities. Such representation shall cover all personnel assigned to newly created services staff positions unless such positions are principally supervisory and administrative. Such representation shall exclude the president, vice-president, deans, directors, faculty, counselors, and all supervisory, administrative and confidential personnel. The "employee" when used hereinafter in the Agreement shall refer to all services staff employees represented by the Organization in the bargaining or negotiating unit as above defined.

The Institute agrees not to negotiate with or recognize any employees organization other than the Organization for the duration of this Agreement.

IV Extent of Agreement

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any employment agreement between the Institute and an individual

employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any employment agreement hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an employment agreement contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

- C. This Agreement shall supersede any rules, regulations or practices of the Institute which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. DITSSO recognizes that all past practices and policy decisions in regard to personnel are hereby abolished and that all rights and privileges of all of the members of the bargaining unit are incorporated fully and completely within the terms of this Agreement.

V Maintenance of Standards

- A. The duties of any employee or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without consultation with the employee and the Organization.

VI Continuity of Operations

- A. Both parties recognize the desirability of maintaining continuous and uninterrupted operation of the Institute and the avoidance of disputes which threaten to interfere with the operations thereof. The Organization accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the National Labor Relations Act unless the Institute refuses to implement an arbitration decision issued in accordance with this contract.
- B. Nothing in this article shall require the Institute to keep school facilities open in the event of severe inclement weather or when otherwise prevented by an act of God. When the school facilities are closed to students due to the above conditions, employees, other than essential maintenance employees, shall not be required to report for duty.
- C. When school facilities are open and employees are unable to report to work because of severe inclement weather or an act of God or their health and safety are threatened by attempting to report, these employees shall not be penalized for failure to report.

VII Employee Rights

- A. Pursuant to the National Labor Relations Act, the Institute hereby agrees that employees shall have the right freely to organize, join and support the Organization for the purpose of engaging in collec-

bargaining or negotiation and other concerted activities for mutual aid and protection. The Institute undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Organization, his/her participation in any activities of the Organization or collective negotiations with the Institute, or his/her institution of any grievance, complaint or proceeding under this Agreement.

- B. Nothing contained within this contract shall be construed to deny or restrict any employee's rights under State or Federal statutes or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere by law.
- C. The employees shall be entitled to full rights of citizenship and no external religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination. The private and personal life of any employee outside the employment relationship is not within the appropriate concern or attention of the Institute.
- D. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

VIII Organization Rights

- A. Upon request, the Institute shall furnish the Organization a list of all bargaining unit members showing name, address, phone number, date of birth, years of service at Institute, classification, years in classification, salary, department, and probationary or continuing employment status annually by September 15th.
- B. The above information shall be furnished to the Organization for new employees hired within fifteen (15) calendar days of such hiring.
- C. Changes in the status of an employee, including promotions, terminations, probationary to continuing employment status, and changes to and from administrative status shall be furnished by the Institute to the Organization within fifteen (15) calendar days of each such change.
- D. The Organization and its representatives shall be permitted access to the Institute and use of existing facilities, equipment, and services at reasonable times when such use does not interfere with the operation of the Institute. The Organization shall pay only for the additional direct costs incidental to such use.
- E. The Organization shall have the right to post notices of activities and matters of Organization concern on designated bulletin boards and to use the campus mail service and employee mail boxes for communication with employees, provided the Organization identifies the source of such communications and assumes responsibility for the content.
- F. The Institute shall provide the Organization with a room for an

office (at no rental cost to the Organization). The Organization shall pay the costs for telephone service and all long distance charges.

- G. The Institute shall provide a bulletin board for the exclusive use of the Organization for official Organization business to be located in the employee lounge at no charge to the Organization.
- H. The rights recognized herein as belonging to the Organization shall not be granted or extended to any competing labor organization.
- I. The Institute agrees to furnish the Organization, in response to requests and advance notice, a copy of the current institutional operating budget and recent audited financial statements. The budgets may be edited to exclude only individual salaries of personnel, in which case, summary information by unit will be provided.
- J. A representative of the Organization shall be permitted to attend all regular meetings of the Board of Trustees and shall be provided agendas in advance thereof. Upon giving advance notice, the representative shall be allowed to address the Board of Trustees.

IX Institute's Rights and Responsibilities

- A. The Organization recognizes that the Institute has responsibility and authority to manage and direct all the operations and activities of DIT to the full extent authorized by law and shall be limited only by the provisions of this Agreement. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board of Trustees in the adoption of policies, rules, regulations, and practices and furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

X Personnel Files and Records

- A. An employee will have the right to review the contents of all personnel records pertaining to said employee and to have a representative of the Organization accompany him/her to such review, provided reasonable notice is given.
- B. No evaluative material, including but not limited to, student, or school personnel complaints will be placed in his/her personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the employee believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate

his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Copies of materials in the file may be purchases by the employee at the cost of duplication.

XI Organization Dues or Fees and Payroll Deductions

- A. Any employee who is a member of the Organization, or who has applied for membership, may sign and deliver to the Institute an assignment authorizing deduction of Dues, Assessments and Contributions in the Organization which sum shall be an amount established by the Organization. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MESPA Constitution and By-Laws. Pursuant to such authorization, the Institute shall deduct one-twelfth of such dues, assessments and contributions from the regular salary check of the employee for twelve (12) consecutive months. Any employee who shall not perform services for any entire month of the year shall have his/her dues reduced by one twelfth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract.
- B. Upon appropriate written authorization from the employee, the Institute shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Organization and the Institute.
- C. The Organization shall indemnify and hold harmless the institute from any and all claims including attorney's fees arising from or in connection with the Institute's action or non-action for the purpose of complying with this article. However, if the service agency fees are paid by cash or check, it shall in no way be the obligation of the Institute to impose payroll deduction.

XII Financial Responsibility

- A. On or before the ____ of September of each year, the Organization shall notify the Institute of the amount of the annual dues payable by members of the Organization, and the equivalent amount payable by non-organization members of the bargaining unit. The Institute shall, upon written authorization, deduct such amounts in equal installments, as nearly as may be, from the paychecks of each employee who has executed an individual contract of employment, and promptly pay such amount over to the Organization or its designee. Upon remitting such amounts, the Institute shall have no further liability or responsibility with respect thereto.
- B. Every employee, as a condition of employment, must pay to the Organization the annual dues or the equivalent representation fee. Failure to do so shall constitute just cause for discharge.
- C. The Institute agrees to inform all employees that the Institute is a party to a collective bargaining agreement and its terms and condi-

tions are binding upon all employees.

XIII Facilities

- A. The Institute will not require an employee to work in a facility or area that does not meet State and Federal regulations governing health and safety.
- B. The Institute shall make available an employee lounge exclusively for casual employee use.

XIV Vacancies

- A. A vacancy is a position currently unfilled, a position due to be filled, or a new position being created.
- B. Whenever a vacancy arises or is anticipated, the Director of Personnel shall promptly notify the Organization and post notice of same on designated bulletin boards in each school facility and direct a copy of same by registered mail to each laid off employee no less than two (2) weeks before the deadline for applications for the position.

XV Employee Evaluation

- A. The parties agree that the timely and objective evaluation of the work performance of employees is a valuable and necessary activity for both employer and employee. Its primary purpose is to aid the employee in maintaining and improving job performance. However, it provides a performance history in the official records for other purposes, such as a potential promotion, as well.
- B. The performance of each employee shall be evaluated, in writing, by the immediate supervisor.
- C. Probationary employees shall be evaluated on or before the sixtieth (60th) day of employment. Thereafter, each employee shall be evaluated annually during the month of his/her attaining continuing employment status. Failure to meet these deadlines is not condoned. However, if it should occur, the employee is presumed to have received a positive evaluation.
- D. Each employee shall receive a copy of the evaluation signed by the evaluator. The employee shall acknowledge that he/she has read the evaluation by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.
- E. The employee shall have the right to attach to the file copy explanatory notes or letters pertinent to the evaluation.

XVI Probation, Continuing Employment, and Termination

- A. The Institute will require an employee to serve a probationary period of ninety (90) days from the initial date of employment.
- B. Any probationary employee shall continue to be employed unless he/she

is given a ten (10) working day notification in writing that his/her services will be discontinued.

- C. An employee not notified of termination by the eightieth (80th) day shall be considered to be on continuing employment status. The Institute may grant continuing employment status in advance of that point if it so desires.
- D. An employee on continuing employment status shall be employed continuously by the Institute and shall not be dismissed or demoted except as specified in this contract. Discharge or demotion of such an employee may be made only for reasonable and just cause, and only after such charges, notice, hearing, and determination thereof, as are hereinafter provided.
- E. Hearing Procedures:
 - 1. The Institute may file charges against an employee for incompetence, failure to perform duties assigned, moral misconduct, repeated violation of Institute policies.
 - 2. Such charges may be filed at any time and must be submitted in writing to the individual charged (by certified mail), his/her immediate supervisor and the Personnel Director. The charged individual shall have five (5) working days to file a written response to the charges. Charges will be made by the immediate supervisor or other authorized representative of the Institute.
 - 3. The Personnel Director shall schedule a hearing on the charges to be held within twenty (20) days of the filing of charges (unless the hearing is delayed by mutual consent).
 - 4. The hearing shall be private and informal. The charged and the Institute may have advisory representation present, however, such a representative may not participate actively in the hearing. The charged may bring witnesses and question witnesses called by the Institute.
 - 5. Within ten (10) days of the conclusion of the hearing, the Personnel Director will issue a determination in the case including the punitive action, if any. Punitive action may include:
 - (a) Formal Reprimand
 - (b) Suspension, without pay, for a period not to exceed ninety (90) days
 - (c) Termination of employment.
 - 6. The charged may appeal, in writing, the determination of the Personnel Director to the President or his designee within five (5) days of its issuance. In such cases, the President or his designee shall issue a final determination within ten (10) days of receiving the appeal.
 - 7. The charged may appeal the determination of the President or his designee to arbitration as prescribed in the Grievance Procedure.
 - 8. The Personnel Director may immediately suspend, without pay, an individual who is charged when there reasonably appears to be immediate danger to staff, students, or property or where charges involve moral misconduct. Said action shall then be subject to the hearing procedure.
 - 9. In cases involving alleged violations of criminal law on Institute grounds or related to Institute duties, the Institute will report

- said violations to the appropriate law enforcement agencies and will cooperate fully in the prosecution of such violations in addition to other actions taken pursuant to this procedure.
10. In case of a disposition involving suspension or termination of employment, notice requirements as provided elsewhere in this Agreement are not applicable.

XVII Discipline of Employees

- A. No employee shall be disciplined (including reprimands and suspensions) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Organization in writing.

XVIII Reduction in Employee Positions

- A. Reduction in service staff positions may occur as a consequence of decreased student enrollment necessitating curtailment or discontinuation of programs, financial exigency, an employee's return from an unpaid leave, or a reorganization/realignment of the component parts of the Institute. However, should reorganization/realignment take place every effort shall be made to provide employment within the realignment/reorganization or elsewhere in the Institute.
- B. The order of reduction shall be:
1. Probationary employees with the least seniority will be laid off first, provided the remaining employees are qualified to assume the remaining responsibilities.
 2. Employees on continuing employment status with the least seniority will be laid off thereafter, provided the remaining employees are qualified to assume the remaining responsibilities.
- C. Seniority.
1. Seniority is defined as length of service as an employee with the Institute as of the employee's first working day. In the circumstances of more than one individual beginning employment on the same date, those employees with identical seniority will participate in a drawing to determine position on the seniority list. The Organization and employee(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Organization representatives to be in attendance.
 2. An employee shall lose seniority rights if he/she retires, resigns or is discharged for just cause.
 3. Seniority shall accrue for employees on paid leaves.
- D. No new appointments shall be made while there are employees on lay off seeking recall and who are qualified to fill the vacancies.
- E. As services staff positions become available, laid off employees qualified to assume these positions will receive written notice by mail from the Institute sent to their last indicated address. Recall shall then be in inverse order of the designated lay off procedure among those laid off employees indicating in writing, interest for

- the available positions within ten (10) workdays of receipt.
- F. The laid off employee continues lay off status until he/she is reinstated, refuses the offer of full-time employment for which he/she is qualified or fails to respond to an offer within ten (10) days of its receipt. Lay off status shall be limited to eighteen (18) months duration or accrued seniority whichever is less.
 - G. A change in regular appointment from full-time to part-time service may be offered as an acceptable substitute for lay off. The part-time salary shall be proportionate to the base full-time salary for that position offered. The employee shall be retained in the bargaining unit.
 - H. Correspondence between the Institute and the laid off employee will be mailed to his last known mailing address, with copies to the Organization. Correspondence from such employee regarding position offerings, changes in qualifications, address changes, etc., will be mailed to the Institute with copies to the Organization.
 - I. Employees on continuing employment status shall receive notice of lay off at least two (2) months prior to the effective date of the lay off or pay in lieu thereof. Probationary employees shall receive notice at least ten (10) working days prior to the effective date of the lay off or pay in lieu thereof.

XIX Retirement

- A. Employment shall be terminated by retirement at the end of the calendar year in which the 70th birthday of the member occurs.

XX Employment Calendar *

- A. The calendar shall include the following paid holidays or recesses:
 - 1. Labor Day
 - 2. Thanksgiving Day and the following Friday
 - 3. Winter recess beginning at the end of the workday December 23 and ending at the start of the workday January 2
 - 4. Spring recess of one week, including Good Friday
 - 5. Memorial Day
 - 6. Independence Day
- B. If a holiday falls on Sunday, the holiday will be observed on the following Monday; if a holiday falls on Saturday, the holiday will be observed on the preceding Friday.

XXI Working Hours *

- A. The normal workday shall be eight (8) hours per day, 8:30 a.m. to 5:00 p.m., Monday through Friday. The normal workweek shall be forty (40) hours. Any long-term or regular deviation from the normal workday or normal workweek shall be made known to the employee at the time of hire; however, the hours per day shall be consecutive and the workweek shall continue to be forty (40) hours. Any short-term change from the normal workday or the normal workweek shall be agreed upon by the parties.

- B. All employees shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes between the third and fifth hours of employment each workday.
- C. All employees shall be entitled to a fifteen (15) minute relief time during the first half and the second half of each workday.
- D. For all work performed on an extended day or extra day basis, the employee shall either receive overtime pay equal to one and a half times the hourly rate ($1\frac{1}{2}$) or, at the employee's option, release time equal to one and a half times ($1\frac{1}{2}$) the regular time.

XXII Jury Duty

- A. Any employee called for jury duty during working hours or who is subpoenaed to testify during working hours in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact-finding, shall be paid his/her full salary for such time. Any juror fees or other fees less direct expenses paid for such testimony shall be paid to the Institute.

XXIII Unpaid Leaves

- A. Unpaid leaves of up to one (1) year may be granted to employees by the President or his designee at his or her discretion. In unusual circumstances and at the discretion of the President or his designee an extension for an additional year may be granted. Upon return from such leave, the member shall be placed at the same point in the salary scale and in the same position as if he/she had worked at the Institute during such period. Requests for such leaves must be made in writing. Members on such leaves do not accrue fringe benefits but may pay for continued coverage under group insurance.
- B. Child Care Leave. An employee acquiring a child shall be granted, upon written request, a leave for up to one (1) year, to commence at any time within six (6) months of the arrival of said child. An employee may secure a one (1) year extension.
- C. Military Leave. The Institute will comply with all applicable Federal and State Veterans Employment Acts.
- D. Illness-Disability Leave. Upon exhaustion of leave days an employee shall be placed on extended illness leave until he/she is able to resume his/her duties.
- E. An employee on an unpaid leave shall provide a twenty (20) day notice of intent to return to work.

XXIV Vacations *

- A. Employees are entitled to twelve (12) days vacation per year, which will accrue at the rate of one (1) day per month. After five (5) years of service, employees are entitled to eighteen (18) days vacation per year, which will accrue at the rate of one and a half ($1\frac{1}{2}$) days per month. After ten (10) years of service, employees are entitled to twenty-four (24) days vacation per year, which will accrue at the rate of two (2) days per month.

- B. Additional vacation without pay may be requested in writing through the employees supervisor.
- C. Vacations are not cumulative; that is, they may not be carried into the next employment year. However, with written approval of the Director of Personnel, a vacation may be delayed provided the time is taken within the next six (6) months' period.
- D. Employees will not be paid for unused vacation time.
- E. The appropriate supervisor and the Personnel Office should be provided with written notification of planned vacation as early as possible, but no later than ten (10) working days prior to taking the vacation.
- F. Employees may arrange and shall be entitled to receive early pay-check(s) normally due during the vacation period by making a written request to the Personnel Department at least one (1) pay period before the vacation begins. In no event will advance payment be made in excess of accrued vacation days.
- G. If an employee terminates with two (2) weeks written notice, he/she will receive vacation pay for accrued vacation unused during the final employment year. Terminating employees with overall service of less than ninety (90) days are not eligible for vacation pay.
- H. Because it is necessary to make plans for covering the workload of the vacationing employee, all vacation requests of three (3) days or more duration shall be subject to the approval of the immediate supervisor or the Director of Personnel.

XXV Grievance Procedure

A grievance shall be any alleged violation, misinterpretation, or misapplication of the terms of this Agreement, or any rule, order, or regulation of the Institute emanating from the application of this Agreement or affecting wages and/or working conditions of employees covered by this Agreement. Any employee, group of employees, or the Organization may initiate a grievance. The parties to this Agreement mutually agree in good faith to attempt an informal resolution to any potential grievance prior to the initiation of "Level One" below.

The Organization shall designate its official representative on campus to handle grievances. This designation shall be submitted to the administration in writing prior to the beginning of each academic year or at such time as the representative is changed by the Organization. A representative of the Organization shall have the right to be present at all stages of the grievance procedure.

The term "days" as used herein shall mean workdays. All time limits set forth in this article may be extended by written mutual agreement.

The written grievance shall be submitted in writing on the "GRIEVANCE FORM".

LEVEL ONE

A grievance shall be initially submitted to the immediate supervisor within thirty (30) days of the date when the grievant should reasonably have known of the circumstances prompting the grievance. Within fifteen (15) days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or the Organization representative at a time conve-

nient to the parties to resolve the grievance. Within five (5) days of the meeting, the immediate supervisor shall submit his/her disposition in writing to the grievant and the Organization. A grievance involving more than one department or resulting from an administrative action from a level higher than the immediate supervisor may be initiated at Level Two.

LEVEL TWO

Within fifteen (15) days of receipt of the disposition of the grievance at Level One or the time limit for such if none is received, the grievant may advance the grievance in writing to the President of the Institute or his/her designee. Within fifteen (15) days of receipt of the grievance, the President or his/her designee shall meet with the grievant and/or the Organization representative at a time convenient to the parties in an effort to resolve the grievance. Within five (5) days of the meeting, the President or his/her designee shall submit his/her disposition in writing to the grievant and the Organization.

LEVEL THREE

Within fifteen (15) days of receipt of the disposition at Level Two or the time limit for such if none is received, the Organization may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President. The arbitrator shall be selected and the arbitration shall be conducted under rules of the American Arbitration Association. The fees and expenses of arbitration shall be shared equally by the Organization and the Institute. The arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of any provision of this Agreement. The arbitrator's decision shall be final and binding on the parties.

The grievant and/or the Organization shall be provided information possesses by the Institute and pertinent to a grievance within five (5) days of receipt of a written request from the grievant and/or Organization for specific items.

Should a grievant or DITSSO fail to institute or appeal a decision within the time limits specified all further proceedings thereon shall be barred.

XXVI Negotiation Procedures

- A. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Institute and one by the Organization. The Institute shall provide each employee with a copy of the Agreement within two (2) weeks prior to ratifying elections. The Institute shall provide the Organization with twenty (20) copies of the contract within sixty (60) days of ratification and shall provide each new employee with a copy on or before the first day of employment.
- B. The Institute shall provide, without loss of pay or benefits, released time equivalent to two and a half (2½) hours per week, non-cumulative, for one member of the Organization for allocation to an officer or representative.

XXVII Compensation *

- A. The basic salaries of employees covered by this Agreement are incorporated into a salary schedule format as presented in the Appendices. These Salary Schedules shall remain in effect during the designated periods.
- B. The Salary Schedule is based upon the regular employment calendar defined in this Agreement and the normal workload as outlined in the job descriptions now in effect.
 - 1. DIT has the right to establish new positions and assign the classification and levels of pay for those positions. The Organization will, if they deem it necessary, ask for a meeting with the Director of Personnel to discuss the conditions, hours, and wages for the new positions, and in those cases where agreement cannot be reached, the Organization will have the right to process the matter through the grievance procedure.
 - 2. In those cases where current jobs undergo a substantial change in responsibilities, the employees involved or the Organization may contest the conditions, hours, and wages in the same manner described for new positions and in the event the parties fail to reach agreement, the Organization will have the right to process the dispute through the grievance procedure.
- C. Employees shall advance one step on the salary schedule with each additional year of employment at DIT.
- D. A member promoted in rank shall be placed on that step within his/her new rank which represents a vertical move on the salary schedule from his/her previous rank after application of 'C'.
- E. Upon employment, an employee shall be placed on the appropriate Salary Schedule and paid accordingly.

SALARY SETTLEMENT

1978-79

- A. Each employee on the payroll March 1, 1978 shall be paid an amount equal to seven percent (7%) of his/her 1977-78 basic salary prior to October, 1979.
- B. Each employee on the payroll March 1, 1978 shall be placed on the 1978-79 Salary Schedule at that step within his/her current rank which most closely approximates an increase of ten percent (10%) of his/her 1977-78 basic salary.
- C. Each employee employed after March 1, 1978 shall be paid that amount which he/she contracted.
- D. Each employee employed after March 1, 1978 shall be placed on the 1978-79 Salary Schedule at that step which most closely approximates his/her contracted salary.

1979-80

Each step of the 1979-80 Salary Schedule shall be determined by increasing the corresponding step of the 1978-79 Salary Schedule by seven percent (7%).

1980-81

Each step of the 1980-81 Salary Schedule shall be determined by increasing the corresponding step of the 1979-80 Salary Schedule by ten percent (10%).

XXVIII Benefits *

- A. LIFE INSURANCE. Beginning September 1, 1979, the Institute shall provide term life insurance protection in the amount of \$10,000 that will be paid to the employee's designated beneficiary.
- B. HEALTH INSURANCE.
 - 1. Beginning September 1, 1979, the Institute shall provide, without cost to the employee, MESSA Super Med 1 protection (or the equivalent) for the employee only for a full twelve (12) month period. The Institute shall extend this protection to a spouse and/or family provided the employee assumes the additional cost.
 - 2. Beginning September 1, 1980, the Institute shall provide, without cost to the employee, MESSA Super Med 1 protection (or the equivalent) for the member's full family for a full twelve (12) month period.
- C. DENTAL INSURANCE. Beginning September 1, 1979, the Institute shall provide, the MESSA/Delta Dental Care Plan B for all employees and their eligible dependents.
- D. RETIREMENT.
 - 1. Beginning September 1, 1979, the Institute shall contribute an amount equal to not more than five percent (5%) of the member's base salary to a TIAA-CREF retirement annuity, the Institute contributing two dollars (\$2) for each one dollar (1%) contributed by the employee.
 - 2. Beginning September 1, 1980, the Institute shall contribute an amount equal to seven and one-half percent (7½%) of the employee's base salary to a TIAA-CREF retirement annuity. The member will not be required to make contributions.
- E. DISABILITY. The Institute shall provide long term insurance to each employee for a full twelve (12) month period. Benefits shall begin on the one hundred eighty-first (181st) day of disability and continue at sixty percent (60%) of the first one thousand five hundred (\$1,500) per month income and forty percent (40%) of the next one thousand five hundred dollars (\$1,500) per month income to a maximum of one thousand two hundred dollars (\$1,200) per month to age sixty-five (65) with a waiver of premiums while on disability.
- F. LEAVE DAYS.
 - 1. Employees will accrue 1.5 days per month of paid leave days for illness or personal business.
 - 2. Accumulated leave days may be carried forward to a maximum of 120 days.
 - 3. Any payment for leave days will be reduced by the amount of any payments for workman's compensation or disability insurance.
 - 4. Each employee must report his/her illness (which prevents completion of normal duties) to his/her immediate supervisor. After four (4) consecutive working days of illness the employee's supervisor may request verification from a doctor. Advance notice shall be given for personal business leave days.
 - 5. Each employee shall be allowed up to four (4) days leave for death or illness in the employee's family that shall not be chargeable to any other leave benefit.

- G. TUITION GRANT PROGRAM. The Institute shall provide a tuition grant benefit program at DIT for all employees subject to the conditions specified herein. Tuition grant benefits for employees or any person eligible who are receiving financial aid shall be limited to the difference between tuition charges and the amount of any financial aid being received. Employees may receive full tuition grants at DIT up to six (6) hours per term. Classes taken under such grants shall not interfere with other scheduled duties. Spouses and dependent children, as defined by IRS, of employees may received full tuition at DIT up to a maximum of 126 credit hours for each such dependent. Persons receiving tuition grants shall pay registration and other fees except tuition.
- H. MILEAGE. Employees authorized in the course of their work to drive personal automobiles shall receive a car allowance of sixteen (16) cents per mile and bridge or road tolls.

XXIX Duration of Agreement

This Agreement shall be effective as of September 1, 1978 and shall continue in effect until the 31st day of August, 1981. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

SERVICES STAFF ORGANIZATION

BOARD OF TRUSTEES

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

Dated this _____ day of
_____, 1979.

Appendix A 1978-79 Salary Schedule

	A	B	C	D	E	F	G	H	I	J	K
1											
2	7,242	7,460	7,676	7,894	8,110	8,328	8,546				
3	7,960	8,198	8,438	8,676	8,916	9,154	9,392				
4	8,730	8,992	9,254	9,516	9,778	10,040	10,302	10,564	10,825		
5	9,566	9,852	10,140	10,426	10,713	11,000	11,288	11,574	11,862		
6	10,528	10,844	11,160	11,476	11,790	12,106	12,424	12,738	13,054	13,370	13,686
7	11,556	11,902	12,248	12,596	12,942	13,288	13,636	13,982	14,328	14,676	15,022
#1	#2	#3	#4	#5	#6	#7					
none	Clerk PBX Lab Ass't	Clerk-typist	Secretary Data Entry Clerk Circulation Janitor	Sr. Bkkg. Mach. Op. Cashier/Acct. Clerk	Data Entry Op. Media Tech. Catalogurer	Main./Mech. Accountant					

Appendix B 1979-80 Salary Schedule

	A	B	C	D	E	F	G	H	I	J	K
1											
2	7,749	7,982	8,213	8,446	8,678	8,911	9,144				
3	8,517	8,772	9,029	9,283	9,540	9,795	10,049				
4	9,341	9,621	9,902	10,182	10,462	10,743	11,023	11,303	11,583		
5	10,236	10,542	10,850	11,156	11,463	11,770	12,078	12,384	12,692		
6	11,262	11,603	11,941	12,279	12,615	12,953	13,295	13,630	13,968	14,306	14,644
7	12,365	12,735	13,105	13,478	13,848	14,218	14,591	14,961	15,331	15,703	16,074
#1	#2	#3	#4	#5	#6	#7					
none	Clerk PBX Lab Ass't	Clerk-typist	Secretary Data Entry Clerk Circulation Janitor	Sr. Bkkg. Mach. Op. Cashier/Acct. Clerk	Data Entry Op. Media Tech. Catalogurer	Main./Mech. Accountant					

Appendix C 1980-81 Salary Schedule

	A	B	C	D	E	F	G	H	I	J	K
1											
2	8,524	8,780	9,034	9,291	9,546	9,802	10,058				
3	9,369	9,649	9,932	10,211	10,494	10,775	11,054				
4	10,275	10,583	10,892	11,200	11,508	11,817	12,125	12,433	12,741		
5	11,260	11,596	11,935	12,272	12,609	12,947	13,286	13,622	13,961		
6	12,392	12,763	13,135	13,507	13,877	14,248	14,625	14,993	14,365	15,737	16,108
7	13,602	14,009	14,416	14,826	15,233	15,640	16,050	16,457	16,864	17,273	17,681

#1	#2	#3	#4	#5	#6	#7
none	Clerk PBX Lab Ass't	Clerk-typist	Secretary Data Entry Clerk Circulation Janitor	Sr. Bkkg. Mach. Op. Cashier/Acct. Clerk	Data Entry Op. Media Tech. Catalogurer	Main./Mech. Accountant