STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION

In the Matter of:

RIVERVIEW COMMUNITY SCHOOLS,
Public Employer,

Case No. UC99 J-038

-and-

RIVERVIEW EDUCATION ASSOCIATION,
Labor Organization-Petitioner,

-and-

RIVERVIEW ADMINISTRATIVE CABINET,
Labor Organization-Intervenor.
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APPEARANCES:

Logan, Huchla & Wycoff, P.C., by Charles E. Wycoff, Esq., for the Employer

Amberg, Firestone & Lee, P.C., by Michael K. Lee, Esq., for the Petitioner

Law Offices of Mark Cousens, by John E. Eaton, Esq., for the Intervenor

DECISION AND ORDER ON MOTION FOR RECONSIDERATION

On October 8, 2003, we issued our Decision and Order in the above case, pursuant to Sections 12 and 13 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.212–213. In that Decision, we considered the petition filed on October 1, 1999, by the Riverview Education Association (REA) seeking to add the newly created half-time athletic coordinator position to its existing unit consisting of professional employees. We granted the petition to include that position in the bargaining unit, rejecting the arguments of the Employer and Intervenor Riverview Administrative Cabinet (RAC), that the position was supervisory and therefore inappropriately included in Petitioner's bargaining unit. On October 28, 2003, the Employer filed a timely motion for reconsideration of our Decision and Order. No response has been filed by the Petitioner or the Intervenor.

In its motion, the Employer contends that we should reverse our October 8, 2003 Decision and Order in this matter and dismiss Petitioner's unit clarification petition. The Employer argues that we erred in failing to find that the half-time athletic coordinator position is a supervisor. The Employer's chief argument is that the athletic coordinator's preparation of the coaches' evaluations without the assistance or modification of his supervisors establishes his supervisory authority. In our Decision and Order, we rejected similar arguments made by the Employer in its post-hearing brief. We found that because the principal or superintendent may independently review the athletic coordinator's recommendation for a coach's termination and interview the coach, the authority of the athletic coordinator in termination matters is limited. We also found that the athletic coordinator did not play a significant role in decisions involving discipline, hiring, promotions, and other personnel matters, and therefore did not qualify as a supervisor under PERA.

The Employer asserts that we failed to consider provisions in the collective bargaining agreement between the Employer and the Intervenor regarding the half-time athletic coordinator position. The contract language to which the Employer again draws our attention specifically excludes the athletic coordinator from inclusion in the RAC bargaining unit until the position becomes full-time or becomes incorporated with an existing RAC position. According to the Employer, because the athletic coordinator has a greater community of interest with the classifications in the RAC, we should nevertheless find that the position belongs in that unit. However, the RAC has not requested that we include the half-time athletic coordinator in its unit. Based on the contract language and the RAC's statements at the hearing, it is apparent that the RAC does not wish to represent the athletic coordinator unless and until the Employer makes the position full-time.

Finally, the Employer argues that we failed to consider the last sentence of the recognition clause in the collective bargaining agreement between the Employer and the Petitioner. The sentence referenced by the Employer excludes from the REA bargaining unit "those holding other positions which may be created which are administrative and/or supervisory and where the responsibilities of the position include, but are not limited to, directing, supervising, and/or evaluating the REA bargaining unit members." Because the half-time athletic coordinator evaluates coaches who are also in the REA unit, the Employer contends that the position should be excluded from the REA unit based on that language. As stated above, we have found that the athletic coordinator does not have final authority in evaluating coaches and does not qualify as supervisory within the above language. We also note that this language did not operate to exclude the extracurricular athletic coordinator from the bargaining unit, although that position also had responsibilities in the evaluation of coaches.

We have carefully reviewed the Employer's motion for reconsideration and we conclude that the Employer has failed to demonstrate any reason to cause us to reconsider our decision in this matter.

ORDER

The Employer's motion for reconsideration is denied.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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Nora Lynch, Commission Chairman

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Harry W. Bishop, Commission Member

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Maris Stella Swift, Commission Member

Dated:_____