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STATE OF MICHIGAN  
DEPARTMENT OF LABOR & ECONOMIC GROWTH  
EMPLOYMENT RELATIONS COMMISSION

*In the Matter of the  
Fact Finding Between:*

SOUTHFIELD PUBLIC SCHOOLS

-and-

MERC Fact Finding  
Case No. D06 B-0149

EDUCATIONAL SECRETARIES OF  
SOUTHFIELD (ESOS)

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**FACT FINDER'S FINDINGS OF FACT,  
REPORT AND RECOMMENDATIONS**

**APPEARANCES:**

FOR SOUTHFIELD PUBLIC SCHOOLS:

FOR EDUCATIONAL SECRETARIES OF  
SOUTHFIELD :

Floyd E. Allen, Attorney  
George Pritchard, Attorney

Gerald Haymond, MEA Uniserv Spokesperson  
Patricia Haynie, Executive Director

**Background**

On this date, this Fact Finder issued a Fact Finder's Findings of Fact, Report and Recommendations in Case No. D06 B-0148 regarding the Southfield Public Schools and Southfield Education Association – Teaching Personnel. The Fact Finder hereby incorporates the statements he has made in the body of that Report, including discussion of the District's financial conditions and the need for savings.

The ESOS represents the educational secretaries employed by the Southfield School District. Traditionally, the ESOS has followed the wage pattern set by the teachers in terms of percentage increase as well as, where applicable, the same health care insurance provisions. For

this reason, in setting forth the Recommendations, the Fact Finder will make the same Recommendations on these issues as he did with the Southfield Education Association. In addition, there were some issues that were unique to ESOS. The Recommendations that follow address these issues.

### RECOMMENDATIONS

1. Wages: Retroactive to the beginning of the 2006-2007 school year will be a 1% ~~offset~~ <sup>9.4% ~~offset~~ → 8.4%</sup> wage increase. For 2007-2008, the wage increase shall be 1% on schedule.

2. Health Care: Beginning with the next enrollment period, but no later than beginning the school year 2007-2008, the District will go to MESSA Choice 2 with a \$10/\$20 drug card. At the option of the District, the District may use individual rates or the PAK rate.

The insurance products will be MESSA products.

3. Dues shall be deducted bi-weekly.

4. Article VII – Reduction in Personnel, shall be as set forth in Appendix A, attached hereto.

5. Article XVI – Paid Leave Days, shall be as set forth in Appendix B, attached hereto.

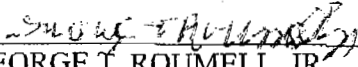
6. Article XX – Vacations, shall be as set forth in Appendix C as attached hereto.

7. Article II – Agency Shop, shall be as set forth in Appendix D as attached hereto.

8. Duration: The Agreement will expire on July 31, 2008.

9. Unless recommended otherwise, the parties other negotiated agreements are hereby incorporated into this Fact Finding Report, including any agreement to the continuation

of any current language.

  
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GEORGE T. ROUMELL, JR.  
Fact Finder

May 15, 2007

## ARTICLE VII – REDUCTION IN PERSONNEL

### Section A

#### CURRENT CONTRACT

- B. If it is necessary to reduce a position within a given school building and/or department, such reduction shall be by specific position. If the secretary in the position to be reduced has more system seniority than the least senior secretary in the same school, building/department, he/she may displace the least senior secretary who will then be reassigned in accordance with Section C of this Article. If the secretary declines this option, then he/she shall be reassigned in accordance with Section C. The school, building/department list is found in Appendix E.

WHEN A SPLIT POSITION IS REDUCED/ELIMINATED BETWEEN TWO (2) BUILDINGS OR DEPARTMENTS AND THE AFFECTED SECRETARY HAS MORE SYSTEM SENIORITY, THEN ONE OF THE SECRETARIES IN EITHER OF THE TWO WORK LOCATIONS, HE/SHE MAY DISPLACE THE LEAST SENIOR SECRETARY IN THE AFFECTED COMBINED BUILDINGS/DEPARTMENTS.

### Sections C through I

#### CURRENT CONTRACT

#### APPENDIX A

## ARTICLE XVI – PAID LEAVE DAYS

Sections A through F

### CURRENT CONTRACT

- G. A secretary who is exposed on the job and is subsequently absent from work because of mumps, scarlet fever, measles, or chicken pox, HEPATITUS, HIV, AIDS, STREP THROAT, PINK EYE, SMALLPOX, RUBELLA, DIPHTHERIA, TETANUS, PERTUSSIS, POLIO, WHOOPING COUGH, TB, RINGWORM, HEAD LICE, AND SCABIES, shall not have the time charged against his/her leave days. Verification of the illness may be requested from a doctor by the Superintendent or his/her designee.

Section H through J

### CURRENT CONTRACT

APPENDIX B

ARTICLE XX – VACATIONS

Sections A through C

CURRENT CONTRACT

D. Eligibility for one's vacation period shall be computed on July 1 of each year, based upon the anniversary date of employment of that calendar ~~calendar~~ **FISCAL** year.

Section E

CURRENT CONTRACT

F. All secretaries will be granted non-cumulative vacation without loss of pay as follows:

	<u>Twelve Month</u>	<u>Less Than Twelve Month</u>
Less than one (1) year	5/6	5/6
After <u>AT</u> one (1) year	12	11
After <u>AT</u> five (5) years	17	16
After <u>AT</u> ten (10) years	22	20.5
After <u>AT</u> twelve (12) years	23	21
After <u>AT</u> fourteen (14) years	24	22
After <u>AT</u> sixteen (16) years	25	23
After <u>AT</u> eighteen (18) years	26	24
After <u>AT</u> twenty (20) years	27	25

Section G

CURRENT CONTRACT

H. A vacation may not be postponed from one year to the next. However, the secretary shall **MAY ELECT TO** receive full payment for all unused vacation days at the end of the fiscal year at the then current daily rate of pay. Such payment shall occur **IMMEDIATELY FOLLOWING** ~~on~~ the last pay period **THAT INCLUDES THE LAST DAY WORKED** ~~of the contract year.~~

IF SUCH ELECTION IS NOT MADE, UNUSED VACATION DAYS MAY BE CARRIED OVER TO THE NEXT WORK YEAR.

Sections I through J

*A maximum accumulation of only 5 days may be carried over.*

CURRENT CONTRACT

APPENDIX C

ARTICLE II – AGENCY SHOP

2006  
August 14, 2006

Sections A through C

CURRENT CONTRACT

D. The authorized deduction of dues and service charges shall be made from a regular paycheck TWICE A ~~each~~ month for a period of ten (10) months. The Board agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made, within ten (10) workdays. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or on any other situation where a refund is demanded, said refunds are not the responsibility of the Board.

Sections E through F

CURRENT CONTRACT

G. EFFECTIVE AUGUST 1, 2006, THE PARTIES AGREE TO THE FOLLOWING TERMS AND PROCEDURES IN CONNECTION WITH PERCENTAGE DUES:

1. THE SOUTHFIELD BOARD OF EDUCATION ANNUALLY SHALL PROVIDE THE ASSOCIATION WITH A COMPLETE LIST OF BARGAINING UNIT MEMBERS, EACH MEMBER'S POSITION REQUISITION OR A PRINTOUT INCLUDING INFORMATION FROM EACH MEMBER'S REQUISITION THAT INCLUDES EACH EMPLOYEE'S JOB/ASSIGNMENT TITLE AND ROUTINELY SCHEDULED WORKING HOURS EXCLUDING HOURS FOR EXTRA OR CO-CURRICULAR DUTIES, OVERTIME, AND /OR HOURS RESULTING FROM SPECIAL ASSIGNED PROJECTS BEYOND THE WORK HOURS ATTRIBUTABLE TO EACH MEMBER'S POSITION, AND THE EMPLOYEE'S HOURLY WAGE RATE FOR THE CONCLUDING SCHOOL YEAR.
2. THE BOARD AGREES TO SUPPLY THE ASSOCIATION THE LISTS AND RECORDS IDENTIFIED IN ITEM 1 ABOVE BY NOT LATER THAN JULY 5 OF EACH YEAR.
3. THE ASSOCIATION AGREES TO PROCESS THE EMPLOYEE INFORMATION IN A TIMELY MANNER BY APPLYING THE APPROPRIATE MEA PERCENTAGE DUES FORMULA AND RETURN TO THE SCHOOL DISTRICT NO LATER THAN AUGUST 15, A LISTING OF ALL UNIT MEMBERS AND THE SPECIFIC DUES AMOUNT TO BE DEDUCTED IN ACCORDANCE WITH THE PAYROLL DEDUCTION SCHEDULE FOR DUES.
4. THE BOARD AGREES TO SUPPLY THIS SAME INFORMATION REGARDING ALL NEW HIRES IN THE UNIT WITHIN TWO WEEKS OF INITIAL EMPLOYMENT. THE ASSOCIATION AGREES TO RETURN TO THE DISTRICT THE SPECIFIC DUES AMOUNT TO BE PAYROLL DEDUCTED WITHIN TWO WEEKS OF RECEIPT OF THE NEW HIRE INFORMATION FROM THE DISTRICT.

AGREEMENT

The Southfield Public Schools and the Educational Secretaries of Southfield (ESOS), by their bargaining representatives, hereby accepts the attached Fact Finder's Findings of Fact, Report and Recommendations and will recommend ratification by their respective parties.

SOUTHFIELD PUBLIC SCHOOLS

Dated: May 15, 2007

By: 

EDUCATIONAL SECRETARIES OF  
SOUTHFIELD (ESOS)

Dated: May 15, 2007

By: 