

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-0150

SOUTHFIELD MICHIGAN EDUCATION  
SUPPORT PERSONNEL ASSOCIATION  
(S-MESPA)

---

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

**APPEARANCES:**

FOR SOUTHFIELD PUBLIC  
SCHOOLS:

Floyd E. Allen, Attorney  
George Pritchard, Attorney

FOR SOUTHFIELD MICHIGAN EDUCATION  
SUPPORT PERSONNEL ASSOCIATION:

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.

S-MESPA represents the District's support personnel other than clerical. Traditionally, the S-MESPA 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 S-MESPA. 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~~ wage increase. For 2007-2008, the wage increase shall be 1% on schedule. *SM ELUDED STRM*

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. Security Specialists: Increase coordinator amount to \$1.00 per hour.

4. JWE Building Head Custodian upgraded to middle school rate.

5. Appendix P, Letter of Understanding, shall be as set forth in Appendix A as attached hereto.

6. Article XVI – Summer Work Assignments shall be as set forth in Appendix B as attached hereto.

7. Article XXII – Leaves of Absence Unpaid shall be as set forth in Appendix C as attached hereto.

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

9. The S-MESPA contract shall expire on August 11, 2008.

10. 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.

  
\_\_\_\_\_  
GEORGE T. ROUMELL, JR.  
Fact Finder

May 15, 2007

APPENDIX P  
LETTER OF UNDERSTANDING  
BETWEEN THE  
SOUTHFIELD BOARD OF EDUCATION  
AND THE  
SOUTHFIELD - MESPA

**RE: Establishment of Two New Bargaining Unit Positions:  
Diabetic Health Care Monitor and Diabetic Health Care Monitor Assistant  
Extra Duty Positions**

The Southfield Board of Education (hereinafter referred to as "The Board"), the Southfield-MESPA (hereinafter referred to as "The Union") and do hereby agree to the following:

1. Effective January 2, 2002, two new extra duty positions shall be added to the bargaining unit: Diabetic Health Care Monitor and Diabetic Health Care Monitor Assistant. The qualifications, responsibilities and job description shall be as outlined in Attachment A and Attachment B.
2. For purposes of classification these positions shall be considered in the teacher assistant/paraprofessional department. However, no accrual of departmental seniority shall occur as a result of being assigned one these positions.
3. The rate of compensation shall be eighty percent (80%) of the current hourly rate for a paraprofessional position paid on a daily, rather than an hourly rate. For example, the daily rate for either position shall be ~~Fifteen dollars and fifty-five cents (\$15.55)~~ **(INCREASE BY PERCENTAGE OF WAGE SCALE)** for the ~~2001-2002~~ **2006-2007** contract year.
4. Compensation shall only be provided for days students are scheduled for attendance based on the school calendar. The assistant shall only be compensated for assumption of responsibilities in the absence of the monitor. There shall be no adjustment of compensation due to intermittent absence of the student(s). However, compensation shall cease after the 10<sup>th</sup> consecutive day of absence of a student if the monitor is only assigned that student. Compensation will resume upon the students return to school. In addition, compensation shall not be paid when leave days are taken, holidays or non-paid workdays.
5. The maximum number of students a monitor may service is two (2).

ARTICLE XVI  
SUMMER WORK ASSIGNMENTS

- A. Summer custodial work, if available, including substituting for absent unit employees, shall be assigned to employees in the bargaining unit, over new or non bargaining unit employees, provided they make written application. They will be paid at the rate: ~~of Thirteen Dollars and Twenty Seven Cents (\$13.27) per hour for the 2003-2004 school year.~~ **NOTE: RATE WOULD BE INCREASED BY THE SAME PERCENTAGE AS WAGE SCHEDULE.** Each subsequent year of the contract the rate shall increase by the same rate of increase applied to the salary schedule.

Employees must be available for the full period of time designated for such work.

Sections B through F

CURRENT CONTRACT

ARTICLE XXII  
LEAVES OF ABSENCE UNPAID

- A. Leaves of absence for reasons listed below may be granted upon written request to the Superintendent or his designee, for periods not to exceed one (1) year.
1. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee.
  2. An extension of such leave of absence, but not to exceed one (1) year, may be recommended by the Superintendent and approved by the Board of Education.
  3. Where the length of leave does not exceed three (3) calendar months, there shall be no loss of seniority or insurance benefits provided under this Agreement provided the leave is not for the purpose of working in other employment. ~~Employees who receive no pay for a three (3) calendar month period shall be placed on official leave status for a remaining nine (9) month period. Employees placed on such unpaid leaves~~ **ON LEAVES EXCEEDING THREE (3) MONTHS** shall receive no pay, benefits, seniority accrual, or other benefits of active employees. An employee ~~placed~~ on **SUCH** unpaid leave under this provision must notify the employer of his/her intentions as per number 5 below.
  4. An employee granted a leave of absence of longer than three (3) calendar months by the Board shall be given a position upon his/her return, provided there is an opening for which he/she is qualified. This shall be affected by the employee bidding on posted vacancies according to the procedures in Article XIII - Vacancies.

ARTICLE II  
AGENCY SHOP

Sections A through B

CURRENT CONTRACT

C. 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.

The Board shall deduct dues, service charges, assessments, and/or contributions from any employee from whom they have written authorization.

Sections D through J

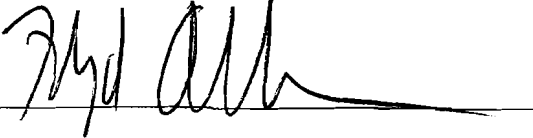
CURRENT CONTRACT

AGREEMENT

The Southfield Public Schools and the Southfield Michigan Education Support Personnel Association (S-MESPA), 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: 

SOUTHFIELD MICHIGAN EDUCATION  
SUPPORT PERSONNEL ASSOCIATION  
(S-MESPA)

Dated: May 15, 2007

By: 