

**A G R E E M E N T**

This agreement is made this 1<sup>st</sup> . day of July, 2009, by and between the **Deerfield Public Schools** (hereinafter called the "**Employer**") and the **Deerfield Educational Support Personnel Association, MEA/NEA** (hereinafter called the "**Association**").

**ARTICLE I - RECOGNITION**

**Section A. Scope.** Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement, for the following described employees of the Employer:

All full-time and regularly scheduled part-time custodial, food service personnel, aide/para professional personnel, excluding on call substitutes, the Business Manager, head cook and all other supervisory and administrative personnel.

## ARTICLE II - ASSOCIATION RIGHTS

### Section A. - Facilities and Equipment Use

1. The employees and their representatives shall have the right to use school buildings at all reasonable hours for meetings or the transaction of official Association business with approval of the Superintendent.
2. Bargaining unit members who have been trained shall have the right to use school facilities and equipment, including computers, typewriters, copy equipment, calculators, and all type of audio-visual equipment, when such equipment is not otherwise in use. The bargaining unit members shall pay for the total cost of all materials and supplies incident to such use. The above mentioned equipment shall not be removed from the school building.

The Association shall be held responsible for the repair and/or replacement of equipment which is lost, stolen or damaged through use by the Association or its members, when used for DESPA business.

3. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Non-employees must notify the office of the superintendent of their presence in the building.
4. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards.

**Section B.** The Board agrees to furnish to the Association in response to written requests all available information concerning the financial resources of the district, budgetary requirements and allocations, agendas and minutes of all the Board meetings, with the exception of the personnel file, and such other information as is public information and will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of bargaining unit members together with information which may be necessary to process a grievance or complaint.

**ARTICLE III – EMPLOYEE RIGHTS****Section A. - Rights**

1. The private and personal life of an employee is not appropriate concern or attention of the Board, unless it reflects on his/her ability to perform duties or personal conduct which adversely reflects upon the school system or the community.
2. To the extent prohibited by law, both parties agree not to discriminate against bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, place of residence, nor shall either party, to the extent prohibited by law, discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Association.
3. The parties agree that the policy of progressive discipline shall be implemented. Any disciplinary action taken against a bargaining unit member shall be appropriate to the behavior which precipitates said action.

**Section B. Just Cause.** No bargaining unit member shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation, including adverse evaluation of a bargaining unit member's performance asserted by the Board or its representative thereof shall be subject to the grievance procedure hereafter set forth. All information forming the basis for disciplinary action will be made available to the bargaining unit member, and upon the written request of the bargaining unit member, to the Association.

**Section C. Representation.** Bargaining unit members shall have the right of representation when being disciplined, reprimanded, warned, or at any meeting wherein an investigation is being held, the result of which could be the imposition of discipline, a reprimand, or a warning. The aforesaid should not be construed to prevent the Board from discussing routine matters with the bargaining unit member regarding scheduling, materials or matters of a light nature. Further, in the event that action is to be taken, the bargaining unit member shall be advised of the rights of representation,

**ARTICLE III - EMPLOYEE RIGHTS (cont.)**

as per this agreement, prior to any action being taken. A bargaining unit member shall be entitled to a follow-up meeting with the administration. If a second meeting is requested, no action shall be taken until after said meeting. Said meeting shall occur within two (2) working days. The superintendent shall have the authority to suspend the bargaining unit member, with pay, until a second meeting is held, if, in his/her judgment, such action is necessary.

**Section D. Personnel File.** Each employee shall have the right to review all materials in his own personnel file in the presence of the Superintendent or his agent, except that material deemed confidential by his college or university, or materials that were used in the initial employment of the employee. The employee shall have the right to have an Association representative accompany him in such review, if he so desires. Any verbal complaint against an employee by any parent, student or other person will be called to the attention of the employee by an administrator or the person making the complaint. If a written complaint is made about an employee, a copy of the complaint will be given to the employee. Verbal and written complaints shall not be incorporated into the employee's evaluation or personnel file unless the employee has been informed of the complaint.

**Section E. - Assault**

Any case of assault upon a bargaining unit member shall be promptly reported to the Employer or its designated representative. The Employer will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by law enforcement and judicial authorities.

If any bargaining unit member is complained against or sued by reason of proper disciplinary action taken by the bargaining unit member against a student, the Employer will provide counsel and render all necessary assistance to the bargaining unit member in his defense. The provisions of this paragraph shall in no way obligate the Employer for any legal responsibility judged by proper court of law to be caused by the wrongful act of the bargaining unit member for which the Employer respond in damages.

Time lost by a bargaining unit member in connection with any incident mentioned in this article shall not be charged against the bargaining unit member. This shall not apply to any disciplinary action ruled improper through court or mutual settlement against the bargaining unit member.

**ARTICLE III - EMPLOYEE RIGHTS (cont.)**

The employer will reimburse bargaining unit members for any malicious loss, damage or destruction of clothing or personal property of the bargaining unit members while on duty in school or on school premises if not reimbursable otherwise, provided a police report has been filed. This amount shall not exceed one hundred dollars (\$100.00) for each incident.

**Section F.** The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in performance, or other violations of discipline by an employee reflect adversely upon the job and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported by the administration to the offending employee and to the Association. The Association will use its' best efforts to correct breaches of behavior by any employee and, in appropriate cases may institute proceedings against offending employees.

**Section G.** Following a written directive from the superintendent, or a written directive from the principal or supervisor with a copy filed with the superintendent, said directive reprimanding the bargaining unit member for violating one or more of the provisions of this contract or one or more previously established and publicized administrative rules or Board policies, any subsequent violation of the same contract provision, Board policy, or administrative rule may result in a suspension without pay of the bargaining unit member by the Superintendent for a period of up to two (2) working days.

**Section H.** Nothing in this agreement shall negate the right and responsibility of the Board or its representatives to discipline staff members for reasonable and just cause.

**ARTICLE IV - BOARD AND ADMINISTRATION RIGHTS**

Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management unless otherwise expressly provided herein, and all management rights are reserved, and the Association hereby recognizes that the Employer has sole responsibility and authority over the matters concerning management and operations of all property, facilities and activities of the Employer not herein specifically modified, including but not limited to making rules and regulations; determining the number and location or relocation of schools or other facilities or departments, the amount and nature of supervision, and the type and amount of equipment to be used; selecting and directing the work force, including the right to hire, and to discipline for just cause, determining the number of hours to be worked, including overtime, the right to layoff employees from duty because of lack of work or for other legitimate reasons, and to schedule work; the right to sell, lease or otherwise dispose of school buildings and other facilities; the right to liquidate or to annex all or part of another school district or be annexed by or consolidated with another school district, or take any other action not inconsistent with the specific language of this Agreement.

**ARTICLE V - GRIEVANCE PROCEDURE**

**Section A. Definition.** A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

**Section B. General Conditions.**

1. A written grievance shall be filed on the form in **Appendix C**.
2. Grievances shall be signed by the grievant(s), Association Representatives or the local Association President.
3. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at the Formal **Level Two (2)** of the grievance procedure.
4. The term "**days**" as used herein shall mean work days as per central office.

**Section C.** Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s), Association Representatives or the local Association President.
2. It shall contain a synopsis of the facts giving rise to the alleged violation.
3. It shall cite the section or subsections of this contract alleged to have been violated.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

---

**ARTICLE V - GRIEVANCE PROCEDURE (cont.)****Section D. Hearing Levels.**

**Level 1:** An employee having cause for complaint shall within ten (10) days of its occurrence or knowledge of its occurrence, discuss the grievance with his/her immediate supervisor in an attempt to resolve same. An Association representative may be present during these discussions if requested by the grievant.

**Level 2:** If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted, in writing, within five (5) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Association and the Superintendent or his designated agent. Within five (5) days of the receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant an/or Association representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy to the grievant and the Association.

**Level 3:** If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee at **Level 2**, or if no decision has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designees of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance. Disposition of the grievance in writing by the Board shall be no later than seven (7) days thereafter.

**Level 4:** If the disposition of the grievance by the Board of Education is not satisfactory, the grievant shall have ten (10) working days to appeal the grievance to the American Arbitration Association in accordance with its rules.

**Section E. General Arbitration Provisions.**

1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. The parties may mutually agree to an arbitrator.
3. The fees and expenses of the arbitrator shall be paid by the loser.



**ARTICLE V - GRIEVANCE PROCEDURE (cont.)**

4. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

**Section F. Restrictions on the Arbitrator's Authority:**

1. The arbitrator shall have no power to add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
2. The arbitrator shall have no power to rule on the content of an evaluation, but shall have power to rule on the procedures. The content of an evaluation shall be subject to the grievance procedure to the Board level.
3. The arbitrator shall have the power to rule on any discipline resulting from an evaluation.
4. The arbitrator shall have no power to rule on any issue covered by State or Federal Law.

**Section G.** Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.

**Section H.** All preparation, filing, or presentation of grievances shall be held at times other than when the employee or Association representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.

**Section I.** The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

**Section J.** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.

## Article VI - Agency Shop

**Section A.** All new employees hired after July 1, 1994 to a position covered by this agreement shall within thirty (30) calendar days of their hire by the Employer become members of the union, or in the alternative, shall, as a condition of employment, pay to the Union each month a service fee, in accordance with its policies and procedures.

**Section B.** Bargaining unit members in accordance with Section B, not joining the Association shall pay a *Service Fee* to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

**Section C.** Upon written authorization by a bargaining unit member, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

**Section D.** If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.

**Section E.** The Association shall indemnify and hold the Employer harmless against any and all claims or liabilities, including unemployment compensation, court costs and attorney fees, that arise out of the Employer's compliance with the provisions of this Article.

## Article VII - Seniority

**Section A. Definition.** Classification seniority shall be defined as the length of service within a classification as a member of the bargaining unit and shall commence on the date on which the employee is assigned regularly to the classification. Unit seniority shall be defined as the length of service within the bargaining unit since his/her hiring date. Seniority shall be retained for each classification the bargaining unit member has worked in. One (1) year of seniority will be credited to the member of the bargaining unit in their regularly assigned classification if the member worked at least 540 or more hours per year. If a member of the bargaining unit works less than 540 hours per year, they shall receive one-half (1/2) a year of seniority.

**Section B. Classifications.** Classifications for seniority shall be defined as:

1. Custodial
2. Educational Aides (instructional aides, library aide)
3. Food Service (cashier, server/dishwasher)

**Section C.** In the event that more than one individual bargaining unit member has the same starting date of work in the classification, position on the seniority list shall be determined by drawing lots at the date of being hired.

**Section D. Probationary Period.** All new employees shall be probationary employees until they have completed sixty (60) working days of service, exclusive of any unpaid leaves or layoffs. During the probationary period, the employee shall be represented by the Association for all purposes other than discipline/discharge. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of regular work.

**Section E. Seniority List.** The Employer will maintain an up-to-date seniority list showing the seniority of each employee in each classification. A copy of the seniority list will be posted on the appropriate bulletin boards annually. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

**Section F. Termination of Seniority.** Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position, or at the end of a time on layoff equal to their accumulated unit seniority but not to exceed two (2) years.

**ARTICLE VIII - JOB DESCRIPTIONS**

**A.** For each classification, job descriptions will be developed. These descriptions shall be developed by the Board and the Association, however, the Board has the final authority.

The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

- a. Job Title
- b. General statements of required tasks and responsibilities.
- c. Employees will be informed of hours and days worked in the year prior to the start of the school year. If hours and days are to be changed, by the District, a timely meeting shall be held to inform the Association and the members.

Any evaluation of bargaining unit members work shall generally be based on the job description.

**B.** Any bargaining unit member that is in a position governed by the Federal No Child Left behind (ESEA) must meet the standards and highly qualified by the end of the 2006-2007 school year. The District will give members guidance and direction in meeting the standard of "highly qualified" including the HOUSSSE (High Objective Uniform State Standard of Evaluation) option as laid out by the Michigan Department of Education.

## ARTICLE IX - VACANCIES AND TRANSFERS

**Section A.** Definition of Vacancy. A vacancy shall be defined as a newly created position or a present position that is not filled, that the employer intends to fill, excluding temporary vacancies. In the event an employee is on leave for any reason, such position shall be considered vacant after one (1) year.

**Section B. Posting.** All vacancies shall be posted in a conspicuous place in each building of the school district for a period of five (5) work days. Each posting shall contain the following information:

- (a) Type of work;
- (b) Starting date;
- (c) Rate of pay;
- (d) Hours to be worked;
- (e) Classification;
- (f) Minimum requirements.

Copies of postings will be sent to the local Association President prior to posting. Interested employees may apply in writing to the Superintendent or his designee within the five (5) day posting period. By the end of each school year, employees who are interested in a position and who wish to receive copies of summer postings shall express such interest, in writing, to the superintendent. The Employer shall notify school year employees who have expressed an interest of vacancies occurring during the school summer vacation period by sending a copy of the posting to each such employee by first class U.S. mail. Employees shall be responsible for keeping the Employer informed of their current mailing address. A posted position may be filled on a temporary basis during a posting period.

**Section C. Filling Vacancies.** Vacancies shall be filled with the most seniored applicant from within the classification. Should no bargaining unit member from within the classification apply the vacancy shall be filled with the most seniored applicant from the bargaining unit, if qualified as determined by the Board, whose decision is final. Should no bargaining unit member apply, the vacancy shall then be filled by a qualified applicant from outside.

**ARTICLE IX - VACANCIES AND TRANSFERS (cont.)**

**Section D. Notification.** Within ten (10) work days after the expiration of the posting period, the Employer shall make known its intent as to which applicant will be selected to fill a posted position. Each applicant shall be notified in writing with a copy provided to the Association.

**Section E. Trial Period.** In the event of a transfer, bump or promotion to a new classification, the trial period shall be up to thirty (30) working days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the trial period the Employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former classification. The Employer will give the promoted or transferred employee reasonable assistance in performing up to Employer standards on the new job. During the trial period the Employer may fill the vacated position with a substitute.

**Section F. Temporary/and Involuntary Transfers.** The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another or to substitute for employees who are absent from work due to illness, accident, or vacations, and to fill temporary jobs or temporary vacancies. Any employee so transferred and substitutes in place of the absent worker, shall be paid his/her regular rate for the first three (3) days. After three (3) days the employee shall be paid the starting rate for that classification or the employee's regular rate, whichever is greater. In the event of a involuntary transfer, the employer shall notify and meet with the affected member with reasons for such transfer. In the event an involuntary transfer affects a member of the bargaining unit, that member shall not be reduced in total compensation (hourly wage and/or number of regularly worked hours). If the bargaining unit member is transferred to another classification that pays a higher hourly rate, the bargaining unit member shall receive the higher rate.

**Section G. Schedules.** Schedules for all support staff positions will be set by the school administration. Any deviations or changes from the schedule must be pre-approved by the school administration.

## ARTICLE X - WORKING CONDITIONS

**Section A. Student Discipline.** The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.

**Section B. Work Year.** The normal work year for all other (full year) bargaining unit members shall be twelve (12) months, July 1, through June 30.

On scheduled professional development days prior to the start of the school year, support staff has the option to work, provided they have a scheduled approved by building principal prior to the start of the of the year. The schedule shall contain all activities that employee will perform.

On professional development days and half days ( PD days, parent-teacher conference days and exam days) during the school year, support staff shall work if requested or approved by administration prior to the day occurring.

On scheduled half-days prior to holidays, the support staff day (excluding custodians)will end when students are dismissed.

After the start of the school year, support staff will meet with building principal to schedule professional development hours and training to meet state requirements.

**Section C. Work Week.** The normal week for all bargaining unit members is Monday through Friday. Bargaining unit members may be required to work on weekends as necessary.

### Section D. Workday.

1. The normal workday for employees shall be as follows:  
(times below are a minimum)

- |                          |            |                 |           |
|--------------------------|------------|-----------------|-----------|
| a. Custodian             | 8 hours    | f. Library Aide | 6.5 hours |
| b. Part-time custodian   | 6 hours    |                 |           |
| c. Food Service level I  | 4.5 hours  |                 |           |
| d. Food Service level II | 2.75 hours |                 |           |
| e. Instructional Aides   | 6.5 hours  |                 |           |

---

**ARTICLE X - WORKING CONDITIONS (cont.)**

2. The minimum call-in time for emergency situations shall be two (2) hours of pay.
3. All bargaining unit members will be entitled two (2) scheduled fifteen (15) minute relief times except that bargaining unit members working less than six (6) but more than three (3) hours a day may receive one (1) fifteen (15) minute relief time. Bargaining unit members working overtime will be entitled to a fifteen (15) minute relief time for every four (4) hours of overtime worked. All support staff scheduled to work six (6) or more hours will take ½ hour lunch during the day.

**Section E. Overtime.**

1. Overtime shall be divided among bargaining unit members within each classification on a rotating basis beginning with the most senior bargaining unit member. If no one wants the overtime, it shall be assigned on a rotating basis beginning with the least senior. Rotation lists begin at the start of each school year.
2. However, no employee shall be entitled to overtime unless all employees in that classification have worked forty (40) hours in the week that overtime is occurring. If an employee in that classification with less than 40 hours is not available for the work, other employees in that classification will be offered the work.
3. Time and one-half will be paid for all hours over 40 hours in one week.

**Section F. Substitutes.** The Board, when deemed necessary, shall provide substitutes for the absence of a regular bargaining unit member; however, substitutes shall not be placed to perform the work of an absent regular bargaining unit member until other bargaining unit members regularly assigned to the classification have been offered the work, provided that the bargaining unit member is available for the time in question.

**Section G. Act of God.** Nothing in this Agreement shall require the Employer to keep offices/buildings open in the event of inclement weather, or when otherwise prevented by an Act of God, or an event that causes the closing of schools. In the event the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments and shall suffer no loss of salary for the first three (3) such days of the year. If school is delayed for any reason, support staff has the option to report to work, provided they have work to do. Staff coming in on delays must report to the high school office when they arrive at work.



## ARTICLE XI - LAYOFF AND RECALL

**Section A. Definition.** Layoff shall be defined as a necessary reduction in the work force.

**Section B. Notice of Layoff.** No employee shall be laid off unless the employee shall have been notified of the layoff at least ten (10) work days prior to the effective date of the layoff.

**Section C. Layoff Procedure.** In the event a position within the bargaining unit is eliminated, or reduced in hours, the following procedure will be used:

1. The Employer will identify the position being eliminated or reduced.
2. All remaining positions will be posted for bidding by employees in the job classification and awarded to the member who possesses the qualifications, experience, and competency required to perform the job. If these factors are equal, the job shall be awarded to the member with the highest seniority.
3. An employee who, as a result of the elimination or reduction in hours of a position finds no position remaining on the list for bidding, has the right to displace the least senior employee in another job classification covered by this agreement providing the employee is qualified and has more unit seniority than the displaced employee.

**Section D. Substitute Priority.** A laid off employee shall be granted priority status on the substitute list according to his/her seniority, provided the laid off employee has the qualifications and ability to perform the work. A laid off employee who repeatedly refuses substitute work may be removed from the substitute list. Due to job acclamation in the food service and custodial maintenance departments, the Employer may, however, use established substitutes for immediate short-term work needs of non-extended duration.

**Section E. Recall.** When the work force is increased after a layoff, employees will be recalled by classification seniority, with the most senior employee being recalled first, provided the employee has the qualifications and ability to perform the work. If no employee within the classification is available for recall, the most senior employee on layoff with no classification seniority shall be recalled, if qualified, as determined by the Board, whose decision shall be final.

An employee who accepts recall to a classification other than the classification held when laid off, shall have the right to fill the first vacancy in his/her former classification.

**Section F. Notice of Recall.** The Employer shall give written notice of recall from layoff by personal service or by sending a certified letter to the employee at his last known address. The recall notice shall state the time and date on which the employee is to report back to work. An employee on layoff shall be given at least five (5) work days from receipt of notice to report to work. If the employee fails to report for work within five (5) days from receipt of notice of recall, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall thereby automatically terminate his employment relationship with the Employer. It shall be the responsibility of each employee to notify the Employer of any changes of address in writing.

## ARTICLE XII - LEAVES OF ABSENCE - PAID

**Section A. Sick Leave.** All employees shall accrue one paid sick day per month of active employment with a maximum accumulation of ninety (90) days. A day is defined as the length of the employee's regularly scheduled work day.

**Section B. Use of Sick Leave.** Leaves of absence with pay chargeable against the employees allowance for sick leave shall be granted for the following reasons:

1. Personal illness, injury, appointments with doctors/dentists, physical disability, including maternity related disability.
2. Illness in the immediate family. Immediate family is defined in Section C.1.
3. Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance. The number of days allowed, over one, is to be determined by the Superintendent.

**Section C.** Leaves of absence not chargeable against the employees sick leave allowance, but with pay, shall be granted for the following reasons:

1. A maximum of three (3) days per school year for each death in the immediate family. Immediate family has been interpreted to include father, mother, brother, sister, husband, wife, child, brother-in-law, sister-in-law, parent-in-law, grandchild or any other member of the family or household who has clearly stood in the same relationship with the employee. One (1) day for the death of a Grandparent. Two (2) additional days may be taken and charged against sick leave.

2. Any employee called for jury duty, subpoenaed to give testimony or attendance is required by a legal authority at a hearing shall be compensated for the difference between their pay and the pay received for the performance of the obligation, to a limit of thirty (30) days. It is the responsibility of the member to provide the District with proper documentation of jury duty, court subpoena or requirement to attend a hearing.

**Section D.** The Board shall furnish employees with written statements at the beginning of the school year, but not later than September 30, as to the total of sick leave credit.

**Section E.** Employees shall not be able to apply for sick leave while on an unpaid leave of absence.

**Section F.** All sick days shall be calculated on a half (1/2) day basis.

**Section G.** In the event of an illness, it is the support staff member's responsibility to call the high school office (ext. 34) at minimum, one hour, fifteen minutes (1:15) prior to their scheduled start time. The food service coordinator will also call the cook to substitute at minimum one hour, fifteen minutes (1:15) in order to run the kitchen.

**Section H .** Personal Business Leave. This leave is to be interpreted as leave that shall be used only for the purpose of handling business affairs which cannot be transacted on the weekend or after-work hours. It is not to be used for casual or indiscriminate use. No more than three (3) days per year for each employee may be used for this purpose, with the third of these days (if used) being deducted from the members accumulated sick leave. These days may not be used the day before or after a holiday or vacation. Unused personal business days shall roll over as sick days.

Employees will be allowed two additional personal days with the following options:

- Use both days
- Use one day and have the second day roll over into sick days
- Use one day and be paid for the second at their regular daily rate
- Roll both days over into sick days.

All personal business days shall be calculated on a full or one-half (1/2) day basis only.

**ARTICLE XIII - LEAVES OF ABSENCE -- UNPAID**

**Section A. Military.** A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the district during such period.

**Section B. Association.** A leave of absence shall be granted upon application for the purpose of serving as an officer of Lenawee County Education Association, the Michigan Education Association, or the National Education Association.

**Section C. Child Care.** An unpaid leave of absence shall be granted to any employee for the purpose of child care. Said leave shall commence upon request of the employee and approval by the Deerfield Board of Education. It is further provided that:

1. The reinstatement shall be to the employees former position or one of comparable hours and wage rates.
2. A pregnant employee may commence said unpaid leave at her option after confirmation of the pregnancy by her doctor and with approval of the Deerfield Board of Education.
3. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated upon request of the employee to commence within two (2) weeks following said request.
4. The employee shall return with same seniority rights attendant thereto as he/she had at the beginning of said leave.
5. The employee may use any or all of her sick leave to recover from child birth or complications of pregnancy.

**Section D.** An employee who is unable to work because of personal illness or disability shall be granted a leave of absence without pay for the duration of one (1) year. The Employee may freeze his/her sick leave. A medical statement from a physician shall be presented to the Board of Education verifying such illness and disability. The Board of Education will continue to provide the employee with Group Insurance Services for the duration of said leave, if the employee is willing to pay the cost, subject to the rules and regulations of the carrier, provided they are currently receiving benefits. The leave may be extended upon approval of the Board.

**Section E.** A leave of absence without pay for other reasons than cited above, except other employment, may be granted by the Board upon written request of the Employee.

**ARTICLE XIV - HOLIDAYS AND VACATIONS**

**Section A. Holidays.** All 52 week bargaining unit members shall have the following days off with pay.

**Friday before Labor Day**  
**Labor Day**  
**Thanksgiving**  
**Day after Thanksgiving**  
**Christmas Eve**  
**Christmas Day**  
**New Year's Eve**  
**New Year's Day**  
**Good Friday**  
**Memorial Day**  
**July 4**

All other bargaining unit members shall have the following days off with pay:

**Friday before Labor Day**  
**Labor Day**  
**Thanksgiving**  
**Day after Thanksgiving**  
**Christmas Day**  
**Good Friday**  
**Memorial Day**

Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

**Section B. Vacations.** Each 52 week bargaining unit member shall receive paid vacation time on the basis of the following schedule:

After completion of one (1) year - 5 days  
After completion of two (2) through nine (9) years - 10 days  
After completion of ten (10) through fourteen (14) years - 15 days  
After completion of fifteen (15) or more years - 20 days

Vacation time will be credited on the first workday of the new school year. Vacation time must be used in the year in which it is credited. New employees shall have their vacation days pro-rated based on the number of months worked prior to the first workday of the next school year. It is expressly understood that no current employee shall lose vacation days because of this provision. (LOA-2002)

**ARTICLE XV - COMPENSATION**

**Section A.** The wages for employees covered by this agreement are set forth in **APPENDIX A** which is attached to and incorporated in this agreement.

**Section B.** The probationary rate shall be 90% of the rate for the classification the employee is hired into.

**Section C. Fringe Benefits.** Any 52 week, full time employees will be entitled to the same benefit package as the DEA (Deerfield Education Association).

**Section D.** The Board shall provide without cost to all employees Negotiated Life, \$15,000, AD&D.

**Section E. Unused Sick Days.** Any employee retiring from the District in accordance with the State of Michigan Retirement Program shall be compensated at the rate equal to  $\frac{1}{2}$  of the member's normal work day for each accumulated day of unused sick leave up to a maximum of fifty (50) days.

**Section F. Personal Mileage.** Any bargaining unit member that is required to use their own personal vehicle for school business will be reimbursed at the maximum mileage allowed by the I.R.S.

**Section G. Miscellaneous.** The Employer shall provide reimbursement for the cost of licenses or the renewal of licenses required for employees to perform his/her job.

**Section H.** Employees that are not 52 week employees and not covered by the health care benefits shall have the option to purchase such benefits and the cost shall be the responsibility of the employee.

**Section I.** Employees shall have the option to participate in the School Districts Section 125 Plan (pre-tax deductions for health and dependent care).

**Section J. Cell Phone Usage-** Cell Phones will only be used during scheduled breaks and lunch breaks, not during working hours.

**ARTICLE XVI - EVALUATION****Section A. Procedures.**

1. Each bargaining unit member shall be formally evaluated by his/her immediate supervisor at least every other year.
2. All formal evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation at a conference between the bargaining unit member and the supervisor. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation.
3. The bargaining unit member shall sign the evaluation prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation.

**ARTICLE XVII - MISCELLANEOUS**

**Section A.** This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contracts heretofore in effect.

**Section B.** Copies of this agreement shall be printed and the expense shared equally by the Board and the Association and presented to all now employed or hereafter employed by the Board.

**Section C.** If any provision of this agreement or any application of the agreement, or any part of any provision or application of the agreement shall be found contrary to law, then such provision or application, or part of such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications or remainder of any provision or application shall continue in full force and effect.

**Section D.** Terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of certain matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representative for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

**Section E.** The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

**Section F.** The Board and Association agree that they will not engage in any unfair labor practices during the course of this agreement.

**Section G.** At a reasonable time prior to expiration of the agreement, upon request of either party, negotiations will be undertaken for a subsequent agreement.

**Section H.** While no final agreement shall be executed without ratification by the Association and Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.



**Section I.** Any support staff member that needs to report to the school after-hours or weekends due to an alarm problem shall be compensated twenty-five dollars (25.00) for reporting to school.

## **ARTICLE XVIII - AMERICANS WITH DISABILITIES ACT**

Notwithstanding any provision of this agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans With Disabilities Act (ADA) and other similar state or federal legislation.

The Board agrees to meet and bargain with the Association relative to any changes required in the contract due to the American Disabilities Act (ADA) and other similar state or federal legislation. In the event any provision of this agreement or application of this agreement conflicts with the ADA or similar state or federal legislation, the legislation shall prevail.

## **ARTICLE XIX - ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT**

The Board agrees to assist employees who have been terminated because of necessary reductions in personnel due to district annexations, or district consolidations, as they seek employment in other school districts.

**ARTICLE XX – EMPLOYEE PURCHASE OR RE-PAYMENT  
OF RETIREMENT SERVICE CREDIT**

- A. The Internal Revenue Service (IRS) and the Michigan Public School Employees Retirement System (MPSERS) permits employees, through pre-tax payroll deduction procedures, to: (1) Redeposit contributions previously withdrawn by the MPSERS member (plus interest) and, when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) Purchase permissive service credit (such as Universal Buy-In credit, maternity/paternity/child care, non-public school teaching, military active duty, and sabbatical leave of absence). FICA taxes are, however, due on these pre-tax employee payroll deductions.
- B. To permit employee pre-tax payroll deductions for the purposes described in Section A, above, the Board shall adopt the payroll resolution attached to this Agreement as Appendix "Y", and implement the salary reduction (payroll authorization) attached to this Agreement as Appendix "Z", on behalf of any employee wishing to purchase additional MPSERS service credit or repay service credit previously withdrawn (plus interest) by the employee.
- C. Employees wishing to purchase additional MPSERS service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix "Z".
- D. It is expressly understood that employees do not have the option of choosing to receive the authorized amounts deducted for the above-referenced purpose(s) directly, in lieu of having them transmitted to MPSERS by the Board.
- E. This Article will be implemented in the month following notification from MPSERS to the Board that MPSERS' program for receiving and processing these routine payroll deduction contributions is operational.

**ARTICLE XXI - DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until the 30th day of June, 2011.

**Deerfield Educational Support  
Personnel Association**

**Board of Education**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

<b>APPENDIX A -- COMPENSATION</b>				
<b>Pay Categories</b>	<b>2009-2011</b>			
<b>Custodian</b>	\$13.31			
<b>Part-Time Custodian</b>	\$13.31			
<b>Food Service Aide</b>				
Level I	9.68			
Level II	9.68			
<b>Instructional Aide</b>	12.43			
Special Education Aide	12.43			
<b>Library</b>				
Library Aide	12.43			

**Longevity Pay:** Commencing July 1, 1998, longevity pay (measured from first day of work in any classification or combination of classifications) will be made on a compounded basis as follows:

With the 3 <sup>rd</sup> year of employment:	5 cents per hour
With the 5 <sup>th</sup> year of employment:	10 cents per hour
With the 10 <sup>th</sup> year of employment:	an additional 15 cents per hour
With the 15 <sup>th</sup> year of employment:	an additional 20 cents per hour
With the 20 <sup>th</sup> year of employment:	an additional 25 cents per hour

Employees required or approved to attend inservice during their regularly scheduled hours will receive their regular hourly rate. Those required or approved to attend outside of their regular day shall receive minimum wage.

**APPENDIX B - GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

**DEERFIELD ESP**

**GRIEVANCE REPORT**

**Submit to Superintendent**

Postion	Name of Grievant	Date Filed

**LEVEL 2**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B.

1. Statement of Grievance (including contract provisions applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

C. Disposition by Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

D. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**Appendix B - Grievance Report Form (cont.)**

**LEVEL 3**

A. Date Submitted to Board: \_\_\_\_\_

B. Disposition of Board: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

C. Position of Grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Signature Date

**LEVEL 4**

A. Date Intent to Arbitrate Submitted: \_\_\_\_\_

**APPENDIX C**

**PAYROLL RESOLUTION**

**(Pursuant to Article XX of the Master Agreement)**

**WHEREAS**, Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

**WHEREAS**, under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

**NOW THEREFORE BE IT RESOLVED**, that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

**BE IT FURTHER RESOLVED**, that additional amounts herein specified, through payroll deduction from salary, are designed as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of \_\_\_\_\_, 199\_\_.

REPORTING UNIT NAME: DEERFIELD PUBLIC SCHOOLS

REPORTING UNIT NUMBER: 02329

Approved by Governing Board (school board)

DATE: \_\_\_\_\_

Secretary of the Governing Board (school board)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**APPENDIX D**

**Election of Retirement and Universal Service Credit benefits under Article XX**

**ADDITIONAL RETIREMENT CONTRIBUTIONS PAYROLL AUTHORIZATION**

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deduction through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (RC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect

\_\_\_\_\_  
(today's date)

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer's resolution.

1. Deductions are to be made from my salary, for a total of \_\_\_\_\_ months in the amounts of \$\_\_\_\_\_ per month with a final payment of \$\_\_\_\_\_.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: 1) payroll payments are completed, or b) termination of employment.

REPORTING UNIT NAME: DEERFIELD PUBLIC SCHOOLS NUMBER: 02329

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME \_\_\_\_\_  
EMPLOYEE SOCIAL SECURITY NUMBER \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_