

# **AGREEMENT**

**BOARD OF EDUCATION  
DEARBORN HEIGHTS SCHOOL DISTRICT NO. 7**

**AND**

**DEARBORN HEIGHTS DISTRICT #7 EDUCATIONAL  
SUPPORT PROFESSIONAL ASSOCIATION MEA/NEA**

**JULY 1, 2011 – JUNE 30, 2012**



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## ARTICLE I PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the District and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

## ARTICLE II UNION RECOGNITION, AGENCY SHOP, AND CHECK OFF

### RECOGNITION

A. The Board and its agents hereby recognize the Dearborn Heights District #7 Educational Support Professionals Association MEA/NEA as the exclusive and sole bargaining agent as defined and amended in Section II of Act 336, Public Acts of 1947. The members of the unit represented by the Association shall be: paraprofessionals, media assistants, SRC/ISS aides, BUT EXCLUDING SUPERVISORS, CONFIDENTIAL EMPLOYEES AND ALL OTHERS.

B. The term "Employee" when used hereinafter in the Agreement, shall refer to all employees represented by the Union in the bargaining or negotiating units as above defined, for the purpose of collective bargaining in accordance with Acts 379 of Public Acts of 1965.

C. The term "Local Association" when used hereinafter shall refer to the Dearborn Heights #7 Educational Support Professionals Association MEA/NEA.

D. The Employer agrees not to negotiate with any individual or group other than the bargaining officers of the union for the duration of the Agreement. The Board and its agents recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.

### AGENCY SHOP

Employees covered by this Agreement shall maintain membership in the Association during the term of the Agreement or pay a service fee to the Association.

Employees who do not wish to be members of the Association shall sign and deliver to the Board written authorization for the deduction of a service charge constituting no more than the total dues payable by members, that being the amount of money equal to the Association's cost for administration of the collective bargaining agreement.

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

The authorized deduction of dues, service charges, assessments, and/or contributions shall be made from a regular paycheck each month from September to June of each school year.

THE UNION SHALL INDEMNIFY AND SAVE THE BOARD HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF OR BY REASON OF ACTION TAKEN BY THE BOARD FOR THE PURPOSE OF COMPLYING WITH THE SECURITY/AGENCY SHOP PROVISION OF THIS ARTICLE.

### ARTICLE III RIGHTS OF THE DISTRICT

The District reserves unto itself all rights, powers and privileges inherent in it, or previously exercised by it, or vested in it or conferred upon it by the laws and constitution of Michigan and the United States and any other source. By way of illustration and not exclusively by the District without prior negotiation shall include, the right to:

1. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the District
2. Continue its rights of assignment, scheduling and direction of work of all of its personnel, determine the number of shifts and hours of work and starting time and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work of business hours or days.
3. The right to direct the working force, including the right to hire, promote, suspend and discharge employees, transfer employees, and assign work or extra duties to employees as related to current position, determine the size of the work force and to demote and/or layoff employees.
4. Determine the service, supplies and equipment necessary to continue its operation and to determine the methods, and processes of carrying on the work including subcontracting.
5. Adopt reasonable work rules, policies and regulations including, but not limited to, the right to unilaterally generate and modify reasonable attendance policies.
6. Determine the qualification of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division buildings, or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution or work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the District shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selecting shall be based upon lawful criteria.
12. To make use of volunteers and not intended to undermine the union.
13. To do or require whatever is determined to be in the best interest of the District.(other duties as assigned).

## ARTICLE IV DISCIPLINE AND DISCHARGE

Section I. After completion of the probationary period, no employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

Section II. Employees shall have the right to union representation, if they request it, at all formal meetings relating to disciplinary action. When a request for such representative is made, no action shall be taken with respect to employee until a representative of the Union is present.

Section III. Reprimands must be served within five (5) work days of the event upon which it is based unless circumstances make it impossible for the Employer to have knowledge of said event.

Section IV. In the event the immediate supervisor and/or building principal deem there is a reasonable and just cause for disciplinary action:

1. Discuss the cause with the employee and Union representative in a conference. The conference shall include the immediate cause of the reprimand, the notice on how to correct the problem, and the next step the supervisor intends under this procedure if the problem is not corrected. This shall be considered an oral reprimand. The name of the supervisor and the date of the oral reprimand will be recorded in the employee's personnel file.
2. If, as a result of the oral reprimand, the behavior does not improve, the employee shall receive a written reprimand with copies sent to the Union representative and the administrator of personnel. This written reprimand will include the specific nature of the problem, how it is to be resolved, and what will happen if correction does not take place.
3. If, as a result of the written reprimand, the behavior does not improve, the employee shall be suspended without pay up to three (3) work days, with written notice provided of the nature of the problem, how it can be corrected, and what will happen next if correction does not take place.
4. If, as a result of the suspension, and upon return to work, the behavior does not improve, the employee may be discharged.

Nothing herein shall prevent the Board from appropriately disciplining an employee should circumstance warrant. Any disciplinary action or measure imposed upon any employee may be appealed through the regular grievance procedure.



## ARTICLE V NONDISCRIMINATION

The District and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, or disability as defined by The Americans with Disabilities Act.

## ARTICLE VI VISITATION

Upon request by the Union and presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the District's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations.

## ARTICLE VII BUILDING REPS

- A. The employees shall be represented by a Building Rep who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the District in writing by the Union.
- B. Reasonable arrangements may be made to allow the Building Reps time off with pay for the purpose of investigating grievances and to attend grievance meetings when such meetings are conducted during the Building Reps normal working hours and only after permission to attend such meetings has been granted by the District. The District agrees that it will not unreasonably withhold such permission.
- C. The District, upon request of the Union, will supply the name of a newly hired employee, their classification and job location.

## ARTICLE VIII BARGAINING UNIT WORK

Persons not covered by the terms of this Agreement may perform work covered by this agreement so as to provide the most orderly and efficient use of all personnel. However, the District agrees that it will not use non-bargaining unit personnel to perform such work for the sole and exclusive purpose of undermining the Union.

## ARTICLE IX CONTRACTUAL WORK

The right of contracting and subcontracting is vested in the District.

## ARTICLE X SENIORITY

- A. A newly hired regular employee shall be on probationary status and are considered as at-will employees for ninety (90) work days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the District during this period without appeal by the Union.

As regular and proper attendance is a must for all employees, a probationary employee who is absent (full or partial days ) on scheduled work days must make up missed days during their probationary period.

- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall be determined by the employee's continuous service with the District since the most recent date of hire.
- C. In the event that the District determines that it is necessary to reduce the number of employees through the layoff procedure, the District will make every effort to give the affected employee or employees a minimum of two (2) weeks written notice prior to the date that the scheduled layoff is to be effective. Employees shall be laid off and recalled according to their seniority, provided that those remaining have the qualifications and ability to perform the work.

An employee on scheduled layoff shall have the right to exercise their seniority and displace a lesser seniority employee within their bargaining unit, so long as the remaining employee has the qualifications and ability to perform the work and the transfer is in the best interest of the student. An employee who was on an approved leave of absence and has notified the district in writing of their intent to return to work, but no position was available, is consequently placed on layoff. Should there be a bumping process, the laid off employee(s) shall be allowed to participate in the bumping process.

- D. An employee will lose their seniority for the following reasons:
1. The employee resigns.
  2. The employee is discharged for cause and such discharge is not reversed through grievance procedure.
  3. The employee retires.
  4. The employee is laid off for one (1) year.
- F. An updated seniority list shall be furnished to each employee covered by this Agreement and a copy sent to the Union on or about September 1st of each year. Such list shall contain each employee's name, date of hire, classification seniority, job location and classification. Seniority shall be as of the date of hire. Effective April 2, 2008, seniority shall be as of the date of hire into the bargaining unit.

## ARTICLE XI GRIEVANCE PROCEDURE

### DEFINITIONS

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- C. A grievance concerning alleged safety hazards may be processed directly to Step three (3) of the Grievance Procedure upon the employee having orally discussed the grievance with their immediate supervisor.
- D. Any employee or Union grievance which is not presented for disposition through the grievance procedure within five (5) work days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.
- E. Any grievance which is not appealed within the specified time limits set forth in the Step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous Step level of the grievance procedure. In the event that an answer to a grievance is not given within the specified time limits of the Step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next Step level of the grievance procedure.

### PROCEDURE

#### STEP ONE

- A. Any employee having a grievance shall discuss the grievance with their immediate supervisor and then if the grievance is not settled orally with their immediate supervisor, the employee may request a meeting with the Building Rep to discuss the grievance.
- B. The Building Rep then may submit the grievance in writing to the immediate supervisor, stating the remedy or correction requested, plus the facts upon which the grievance is based, and the alleged contract violation and the relief requested. The employee and the President shall sign the grievance. The written grievance must be filed within five (5) work days of the event giving rise to the grievance.

## STEP TWO

- A. The Building Rep shall meet with the immediate supervisor to discuss the grievance within five (5) work days of its written submission to the immediate supervisor.
- B. The immediate supervisor shall give his/her decision in writing relative to the grievance within five (5) work days of his/her meeting with the Building Rep.

## STEP THREE

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent of Schools or designee within five (5) work days from the date of written receipt of the answer given by the immediate supervisor, and the Superintendent of Schools or designee shall meet with a Representative of the Union at a time mutually agreeable to them.
- B. The Superintendent of Schools, or his designee shall give his/her decision in writing relative to the grievance within ten (10) work days of the date of the meeting with the Representative of the Union.

## STEP FOUR - ARBITRATION

- A. In the event that the appealing party is not satisfied with the disposition of the grievance, then within ten (10) work days from the date of receipt of the answer given by the Superintendent, the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Superintendent of Schools within the specified time limits as required within the procedure to process the grievance to arbitration.
- B. The appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties. The representatives of the District and the Union shall return the listing of the seven (7) potential arbitrators to the designated mailing address of the American Arbitration Association within the specified time period as is furnished to the parties by the American Arbitration Association. Each party upon returning their listing of the potential arbitrators to the American Arbitration Association shall indicate as to their preference of the arbitrator by the numbering of said arbitrator one (1) through seven (7), The American Arbitration Association upon receipt of the returned lists by the parties shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the arbitrator.
- C. In the event that neither party returns the listing of said arbitrators to the American Arbitration Association within the specified time period, the American Arbitration Association shall assign one (1) of the persons on the submitted list as the arbitrator or in the event that only one (1) of the parties returns their listing within the specified time period, the American Arbitration Association shall assign the arbitrator from the listing based on the highest preference of that party that did return their listing within the specified time period, In either of these instances both of the parties shall accept that person as the arbitrator.

- D. The Arbitrator, the Union or the District may call any person as a witness in any arbitration hearing.
- E. The fees, expenses and filing of the Arbitrator shall be shared equally by both parties.
- F. The Arbitrator shall not have the jurisdiction to add to, subtract from or modify the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement or to substitute his discretion for that of the parties hereto.
- G. Each party shall be responsible for the expenses of the witnesses that they may call.
- H. The Arbitrator shall render his decision in writing relative to the grievance within thirty (30) work days from the date of the conclusion of the arbitration hearing.
- I. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the District, and the Union.

## ARTICLE XII UNPAID LEAVES OF ABSENCES

- A. In order to be eligible for an unpaid leave of absence, an employee must have completed twelve (12) months of service with the district and all personal leaves of absence requests may be granted or not granted at the District's discretion.
- B. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation law, is physically unable to report to work shall be granted a leave of absence for a period of 12 months or their length of service, whichever is less.
- C. The District shall comply with the Family Medical Leave Act. However, all optional aspects of the FMLA shall be determined by the District.
- D. The District agrees to comply with all laws related to military service.
- E. All requests for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be sent to the District, and a copy sent to the Union by the employee making the request.
- F. An employee who meets all of the requirements as herein before specified and is granted a leave of absence without pay shall not accrue seniority for the term of said leave unless otherwise compelled by law.
- G. No employee will be allowed to work elsewhere during their unpaid leave of absence, unless approved by the District at the time that the leave of absence request is made. If it is found that an employee violates the provisions of this section, they will be subject to disciplinary action, including termination.

## ARTICLE XIII PROMOTIONS AND TRANSFERS

### SECTION ONE - VACANCIES AND NEWLY CREATED POSITIONS

- A. When the District determines that a vacancy exists, the District will post the job for bid. The position will remain posted on employee bulletin boards for five (5) work days.

Employees will be selected to fill vacant positions on the basis of seniority and qualifications. The employee who is best qualified shall fill the vacancy. Qualifications shall be based upon skill, ability, job knowledge and work record. Work record shall include such considerations as attendance and performance in the current position.

- B. The new or vacant position notice shall contain the following information:

1. Job Title, if Instructional Aide with Inclusion responsibilities, Inclusion will be indicated.
2. The classification
3. The job location
4. The starting date
5. The hours to be worked
6. The rate of pay

### SECTION TWO - TEMPORARY VACANCIES

In the event of a temporary vacancy for a specified period of time greater than twenty (20) working days, the District shall have the right to hire a temporary employee during the duration of the vacancy, provided that the District offers the position to the existing employees who are working fewer hours within that same classification. In the event that an existing employee, working fewer hours in the same classification, accepts the temporarily vacated position, the newly hired temporary employee may fill the temporary vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to their regular work assignment within 12 weeks. In the event that the employee returns to their former position, then the affected employee will revert to their former position, and the temporary employee will be laid off. In the event that the regular employee does not return to their position, then as of the date that such determination is made, that position will then be considered to be vacant, and will be filled as specified under the terms of this Article.

### SECTION THREE - TEMPORARY POSITION

The district may create temporary positions as the need arises. However, the District will not utilize temporary employees for the sole and exclusive purpose of undermining the bargaining unit.

#### SECTION FOUR - TEMPORARY TRANSFERS

The District shall have the right to temporarily transfer employees as necessary. However, if an employee is temporarily transferred to higher paying position for the majority of their shift, they shall be paid at the higher rate for all hours worked in the higher paying position.

#### SECTION FIVE – TRANSFERS

All employees affected by any transfer will be met with to discuss the rationale for the transfer and allow them to express their concerns. All transfers will be at the employer's discretion.



## ARTICLE XIV MEDICAL EXAMINATIONS

The District retains the right to require employees to have a medical examination and/or establish fitness for duty. The District agrees to pay the full cost of any such examination required of the employees of the District.

## ARTICLE XV BULLETIN BOARDS

- A. District designated bulletin board space or display area shall be made available by the District at each of the buildings of the school system in which there are employees covered under this Agreement, who are employed within those buildings with the bulletin board space or display area to be used by the Union and with such bulletin board space or display area to be used for the following notices:
1. Recreational and Social affairs of the Union.
  2. Union meetings.
  3. Union elections.
- B. Notices and announcements shall not contain anything political or controversial or anything reflecting upon the District, any of its employees, or any other labor organization among its employees, and no materials, notices or announcements which violate the provision of this Section shall be posted. The posting of all such notices shall be done by either the Union Officers, Representatives, or the President or Alternate Steward and shall be presented to the District prior to posting for approval.

## ARTICLE XVI            NEGOTIATIONS AND GRIEVANCE MEETINGS

The Bargaining Committee will be the official committee of the union for the purpose of conducting contract negotiations.

The elected President will act for the Union in the settling of grievances with the assistance of a representative.

Bargaining Committee members shall be paid for time spent for contract negotiations conducted during scheduled work hours.

An employee(s) will be paid for and not required to make up time that is lost from their normal work day during a grievance meeting with the administration. All meetings will be scheduled at a mutually agreed upon time and date.

## ARTICLE XVII            EMPLOYEE EVALUATIONS

- A.     A written evaluation of the employee's work performance will be provided by the appropriate administrator, with input from certified teachers, if applicable, prior to June 10. The evaluation process shall provide the administrator and the employee the opportunity to exchange views and offer constructive suggestions for improving procedures in delivering quality educational services.
- B.     An employee's signature on the written evaluation report acknowledges receipt of notice of the contents of the report, but does not necessarily mean agreement with the report unless otherwise expressly stated. The employee may attach a letter to the written evaluation if they so desire.
- C.     If no evaluation is completed by June 10, the employee is presumed to be performing satisfactorily.

## ARTICLE XVIII           NEW JOBS

- A.     The District shall notify the Union in writing when new or substantially revised job duties are required during the term of this Agreement. In the event that they cannot be properly placed into an existing classification by mutual agreement between the parties, the District shall place into effect a new classification and a rate of pay for the job in question, and the District shall designate the classification and pay rate as temporary. The District shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B.     The new classification and rate of pay shall be considered as temporary for a period of thirty (30) working days following the date of written notification to the Union. During this thirty (30) working day period, but not thereafter during the life of this Agreement, the Union may request in writing the District to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate shall be applied to the date that the employee first began working in the temporary classification except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to arbitration.

## ARTICLE XIX SICK LEAVE AND HOLIDAY PAY

The employer agrees to provide each bargaining unit employee with 3 sick days and 2 personal day at the beginning of each school year. Unused days may accumulate up to a maximum of 10 days. Days will be prorated to reflect actual days earned (half or full days)

Employees shall receive pay at their daily rate of pay for the following holidays provided the employee works the scheduled work days immediately before and after the holiday except in cases of emergency or illness:

Christmas Day  
New Years Day

## ARTICLE XX DIRECT DEPOSIT

All bargaining unit members are required to utilize Direct Deposit for payroll.

## ARTICLE XXI BEREAVEMENT

For regular scheduled working days lost due to a death in an employee's immediate family, an allowance of three (3) days will be given at the employee's regular rate of pay to attend funeral services for the following family members:

Mother, Father, Mother-in Law, Father-in Law, Husband, Wife, Children (including adopted & step-children), Brother and Sister

## ARTICLE XXII JURY DUTY

Employee's who are required to serve on jury duty will receive full pay during the period of such service, subject to prompt remittance to the Employer of an amount equal to the compensation paid them for such jury duty, excluding mileage compensation.

## ARTICLE XXIII SCHOOL CLOSING

When building is closed by Employer due to severe weather or other unforeseen condition on a regularly scheduled work day, bargaining unit member shall receive full pay for that day.

## ARTICLE XXIV LATE START DAYS

Bargaining unit members will not be negatively impacted on late start days.

## ARTICLE XXV LUNCH BREAKS

Bargaining unit members who work four (4) or more consecutive hours shall be entitled to a duty free unpaid lunch period of 30 minutes. In the event the employer requests the employee to work during lunch period, the employee will be paid for the lunch period. No employee shall be scheduled to work during their unpaid lunch on a regular basis.

Bargaining unit members will be entitled to one (1) fifteen (15) minute break during their normal work day.

ARTICLE XXVI SALARY SCHEDULE

2011-12 Hourly Pay Rates

In School Suspension (ISS) Aides	\$12.98
Student Resource Center (SRC) Aides	\$12.98
Paraprofessionals	\$11.36
Media Assistants	\$11.36

ARTICLE XXVII INSERVICE DAYS AND CONFERENCE DAYS

Two and one half (2.5) in-service days will be scheduled by the employer for all bargaining unit members each year.

Two half conference days will be scheduled for all bargaining unit members each year.

ARTICLE XXVIII

TERMINATION, CHANGE, OR AMENDMENT

- A. This agreement shall continue in full force and effect until 06/30/2012. The Board and Association agree to reopen negotiations on or before May 1, to negotiate salary and benefits, one issue proposed by the Association and one issue proposed by the Board of Education.
- B. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party gives notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union at and if to the District addressed to the District, or to any other such address the Union or the District may make available to each other.
- E. The effective date of this Agreement is 07/01/2011.

\_\_\_\_\_  
Van Johnson

\_\_\_\_\_  
Jeffrey Bartold  
Superintendent

\_\_\_\_\_  
Pam Palmiter

\_\_\_\_\_  
Charlene Coulson  
Asst. Superintendent

\_\_\_\_\_  
Date