

AGREEMENT

between the

*REDFORD UNION
BOARD OF EDUCATION*

and the

*REDFORD UNION OFFICE
STAFF EMPLOYEES*



March 26, 2013 – June 30, 2017

Approved by the Board of Education on May 11, 2015

**REDFORD UNION
OFFICE STAFF EMPLOYEES**

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ARTICLE I: RECOGNITION

SECTION ONE - BARGAINING AGENT

The Board agrees to recognize the Association as the sole and exclusive bargaining agent for the bargaining unit of full-time and regularly scheduled part-time secretary/clerical employees covered by this Agreement, specifically excluding the Executive Assistant to the Superintendent, Human Resources Coordinator, Business Services Supervisor, and Business Services Secretary.

SECTION TWO - NON-DISCRIMINATION

The District agrees that neither it nor any of its representatives shall discriminate against any employee by reason of race, creed, religion, national origin, age, sex, marital status, political activities or membership or participation in the activities of this Association.

The Association agrees to admit to membership and to represent its members without discrimination on the basis of race, creed, religion, national origin, age, sex or marital status.

SECTION THREE - MEMBERSHIP DUES/REPRESENTATION SERVICE FEE

The District no longer collects union dues. In order to maintain union membership, employees are required to pay union dues through the E-Dues process.

The Association shall notify the employee of his/her failure to comply with the requirement, which is either to maintain membership in the Association or pay the representation fee. Said notice shall be sent by certified mail; return receipt requested signed by addressee and shall provide the employee ten (10) workdays for compliance.

SECTION FOUR - ASSOCIATION BUSINESS

The Association shall have the right to use school building facilities for Association meetings subject to prior written request and approval of the Superintendent or his/her designee. The Association shall have the right to use the inter-school mail for its business purposes.

SECTION FIVE - DEFINITIONS

- A. Whenever the term "employee", "school secretary", "central office employee", "non-certified employees" or "Association" is used, it refers only to any member or members of the Redford Union Office Staff Employees Association.
- B. Whenever the singular is used, it is to include the plural, and reference to gender shall include both sexes.
- C. Whenever the term "Board" is used, it shall mean the Board of Education and shall include its designees upon whom the Board has conferred authority to act in its place.
- D. Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his/her designees upon whom the Superintendent has conferred authority to act in his/her place.

- E. Whenever the term "Immediate Supervisor" is used, it shall mean the supervisor or administrator of any work location.
- F. The terms "Fiscal Year", "School Year", and "Work Year" refer to the period from July 1 through June 30. However, specific buildings determine their starting and ending dates according to their own schedule.

SECTION SIX – AGREEMENT

The parties agree that their undertakings in this agreement are mutual. Any previously established practice, policy, rule, or regulation, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement. Items or issues that are not covered in this Agreement will be addressed only after mutual agreement between the two parties.

ARTICLE 2: EVALUATION

- A. New probationary employees shall be evaluated after ninety (90) working days and every school year thereafter. Such evaluation shall be made on a standard form used by the District. The employee will sign the evaluation and be given a copy of the evaluation.
- B. The employee may attach a letter of explanation to any "Unsatisfactory" or "Needs Improvement" evaluation.
- C. Evaluations shall not be subject to the grievance procedure.

ARTICLE 3: SALARY

PAY SCHEDULES

- A. The Superintendent or designee will hire all RUOSE employees.
- B. Employees hired without school experience will start at Step I in their classification, advancing to Step 2 in one (1) year. Thereafter, each step raise will occur annually through Step 6.
- C. Employees hired with comparable school or work experience may start at up to Step 5 in their classification, advancing to Step 6 in one (1) year. Any employee returning after one (1) to five (5) years' absence shall receive the salary step the employee had at leaving. Any employee returning after six (6) or more years of absence will start at a step not to exceed Step 4 in his/her classification.
- D. All bargaining unit members will have their paychecks direct deposited effective January 1, 2010. Pay vouchers will be provided online. Exceptions will be made only under unique circumstances upon the written recommendation of the Union subject to the approval of the Superintendent.
- E. All salary and benefits under the terms of this Agreement including health care benefits are independent of any other benefits provided to employees outside of the R.U.O.S.E. bargaining unit.

SEVEN AND TWELVE YEAR EMPLOYEES

Non-certified full and part-time employees who have completed six (6) years of service will be paid an additional 1.2% to be added to their base salary during the seventh year. An additional 1.8% will be added to the base salary during the twelfth year.

OVERTIME PAY

Time and a half will be paid after forty (40) working hours per week and must be pre-authorized in writing only by the Superintendent or designee.

ARTICLE 4: LEAVE DAYS

- A. Leave time may be used for illness or business. Leave days are not for the purpose of vacation. Use of more than three consecutive days shall not be attached to a holiday break and may require a doctor's excuse if administration suspects abuse. Leave days used the day before or day after a holiday break shall be without compensation, except in the case of illness or emergency.
- B. Each 45 and 50 week employee who works full time shall receive ten (10) leave days per year accumulative to fifty (50) days. Permanent part-time employees working 45 and 50 weeks shall receive five (5) leave days per year accumulative to fifty (50) days.
- C. The first responsibility of all school employees is the orderly conduct of the school. Although leave time may be used for various purposes, the absence of any employee could interfere with our school services. Therefore, requests for use of leave days, except in cases of sickness or emergencies, should be made in advance to the school principals so that substitutes can be provided.
- D. Office staff employees who are hired after the beginning of the fiscal year but who work at least 45 weeks shall receive ten (10) leave days. Employees who work less than 45 weeks the first year will have their leave days prorated.
- E. At the end of the school year, leave time will be paid for days accumulated over fifty (50) at the per diem rate of the employee's classification.
- F. Upon termination of employment with the Redford Union Schools, all accumulated leave days, up to fifty (50) days will be paid at the per diem rate of the employee's classification.
- G. Employees will receive, on an annual basis, a record of their leave day bank as of July 1 of each year.
- H. Effective September 1, 2010, all RUOSE members will be entitled to two (2) bereavement days and one (1) personal day. Bereavement days and personal days are non-cumulative and non-reimbursable. Requests for bereavement day usage must be made to the Human Resources Department for approval. Documentation is required.

ARTICLE 5: BENEFITS

HEALTH CARE

- A. All new employees working a regular schedule of 30 or more hours will be eligible for single/two person/full family MESSA Healthcare coverage with the employee's choice of one of the following plan designs. The minimal deductible employee co-pay for the HSA Plan may change based upon the determination of the Federal government's guidelines for HSA Plan eligibility.

Product:	<u>MESSA Choices II</u>	or	<u>MESSA Choices II ABC Plan 1 (HSA Plan)</u>
In Network:	\$500/\$1000		\$1300/\$2600
Out Network:	\$1000/\$2000		\$2500/\$4500
OV/UC/ER:	\$20/\$25/\$50		N/A
Prescription:	Saver RX (2/10/20/40)		Saver Rx (2/10/20/40)

The Board shall maintain compliance with the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) and teacher payroll deductions are authorized as necessary for this purpose. The Employer shall pay the annual maximum amount allowable by PA 152 toward the total cost of the medical and prescription premiums for the plans offered. The Board and Association agree to convene annually to review plan coverage offerings and employee premium contribution amounts consistent with PA 152.

- B. The Health Care Plans are subject to the "medical" hard cap as required by law and the Board of Education Resolution. Employee costs for a medical plan shall be deducted through payroll deduction. A Health Savings Account and/or Flex-Spending Plan shall be provided to the employee in which the employee contributions shall be payroll deducted.
- C. An eligible employee who elects not to receive coverage under the medical service plan as provided herein shall receive one hundred dollars (\$100) per month, maximum of one thousand two hundred dollars (\$1,200) per year, to be paid as additional compensation in lieu of the health insurance coverage.

LIFE INSURANCE

The Board shall pay to the carrier the full premium cost of the term life insurance coverage including accidental death and dismemberment forty-five thousand dollars (\$45,000) to full time employees and twenty thousand dollars (\$20,000) to permanent part-time employees.

DENTAL INSURANCE

Effective January 1, 2010, the District co-pay percentage for Type I Preventable and Diagnostic dental care benefits will increase from 80/20 to 90/10. This dental benefit will not apply to regular part-time employees. Dental implants are a covered procedure.

DISABILITY INSURANCE

The Board shall pay to the carrier 50% of the premium cost of the income protection coverage currently in effect for each full time or permanent part-time employee eligible for coverage under the terms of this Agreement.

VISION CARE

The Board shall pay to the carrier the full premium costs of a comprehensive MESSA sponsored dental and vision plan for each eligible member and his/her dependents. Negotiated benefits are listed in Appendix D-1 & D-2.

INSURANCE PROVISIONS

- A. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason whatsoever, shall not result in any liability to the Board or to the Redford Union Office Staff Employees, nor shall such failure be considered a breach by either of them of any obligation under this contract.
- B. Subject to the terms of the contracts with the respective insurance carriers, it is the intent of the parties that insurance benefits provided for in this Agreement shall commence on the first compensable working day of employees and that coverage shall remain in effect continuously for the duration of this Agreement so long as the employee is actually employed or granted a health leave by the Board of Education except as provided in Section B under Health Care.
- C. All insurance benefits are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The employee must, within thirty (30) days of the change, notify the Employer of any change in marital status and/or number or age of dependents, which would result in an adjustment of premiums paid by the Employer for insurance coverage. Any failure to so notify the Employer shall make the employee liable for any overpayment of premiums attributable thereto.
- D. Any overpayment of premiums shall be deducted from the salary of the employee.
- E. Any contributions or cost in which an employee is required to pay toward any benefit may be deducted from an employee's wages over 21 pays or divided equally among the total remaining pay periods.

WORKERS' COMPENSATION

The Board will pay the premium cost of Workers' Compensation coverage. Employees who become eligible for Workers' Compensation payments and who have accumulated leave days will come under the following policy:

- A. Worker's Compensation checks will be forwarded to the employee by the insurance company.
- B. Since Workers' Compensation checks are based on a prorated part of an employee's weekly wage, the employee may wish to use a portion of leave days to supplement Workers' compensation to his/her full daily rate.
- C. Workers' Compensation payments may be used as an offset for weekly indemnity insurance.

INJURY WHILE ON DUTY

- A. Serious injury must be reported immediately to the Human Resources Department.
- B. All injuries to employees while on duty, no matter how trivial, must be reported at once to the supervisor or principal and to the Human Resources Department.
- C. RUOSE employees, who are injured, while in the service of, Redford Union Schools during the course of the workday, will use the Board's designated medical treatment center.
- D. In case of a serious injury to an employee on school property, an ambulance will be requested immediately by calling the police and the injured employee will be taken to the hospital.
- E. Before an employee returns to work after recuperating from a work-related injury, a statement from a physician indicating that the employee is physically able to return is required.
- F. Under no circumstances may a change be made in doctors without first obtaining permission of the insurance company. Bills for medical services in connection with an injury are not to be paid by the employee. Physicians are requested to send bills to the Central Personnel Office.

ARTICLE 6: WORK YEAR & VACATION

FORTY-FIVE WEEK EMPLOYEES

- A. Forty-five week employees, who have completed ten (10) years of service, will be granted one (1) week of pay which will be included in the employee's compensation prorated equally between the annual pays beginning the first day of the eleventh (11) year worked.
- B. Forty-five week employees, who have completed fifteen (15) years of service, will be granted two (2) weeks of pay which will be included in the employee's compensation, prorated equally between the annual pays beginning the first day of the sixteenth (16) year worked.

FIFTY WEEK EMPLOYEES

- A. Fifty-week employees who have less than ten (10) years of service will be granted twelve (12) days paid vacation, will have two (2) weeks off without pay and will work forty-eight (48) weeks. Vacation time will be taken concurrently.
- B. Fifty-week employees who have completed ten (10) years of service, will be granted seventeen (17) days paid vacation, will have one (1) week off without pay and will work forty-eight (48) weeks. Vacation pay will be paid concurrently beginning the first day of the eleventh (11) year worked.
- C. Fifty-week employees who have completed fifteen (15) years of service will be granted twenty-two (22) days paid vacation, to be paid concurrently beginning the first day of the sixteenth (16) year.
- D. Both forty-five (45) and fifty (50) week employee's calendar shall coincide with the teacher's scheduled school calendar.

PAID RECESS DAYS

- A. All RUOSE Secretaries shall receive, in addition to the four (4) paid holidays, all days off that shall coincide with the RUEA Christmas break calendar.
- B. Four (4) additional days with pay will be granted for days during the Spring Recess in accordance with the RUEA negotiated calendar.
- C. There will be no additional compensation in the event mid-winter break becomes five (5) days.

PAID HOLIDAYS

- A. Employees are entitled to receive pay for the following holidays falling within their work year when they work the workday preceding and the day after the holiday.

Labor Day (Monday)	New Year's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving Day	Monday after Easter
Full Day before Christmas	Memorial Day
Christmas Day	President's Day
Day before New Year's	Day after President's Day

ARTICLE 7: EMPLOYEE RESPONSIBILITIES

- A. It is the responsibility of the Redford Union Office Staff and individual members to honor Board policy and administrative regulations. It is neither the function nor the right of RUOSE members to assume administrative responsibilities.
- B. RUOSE employees who are going to be absent are to notify the Central Office Substitute Office and their Supervisor. If the employee knows the length of absence, this is to be indicated at the time of notification. Habitual tardiness or absences are grounds for suspension, pending investigation toward dismissal.
- C. If a secretary is absent on days when school is not in session, the Central Office must be notified of the absence.
- D. Any permanent change of name or address or telephone number should be reported at once to the Human Resources Office.
- E. In an emergency, where it is necessary to leave the building during working hours, permission should be obtained from the immediate supervisor.
- F. Each employee will keep on file with the immediate supervisor a job sheet outlining the employee's work schedule.
- G. Secretary(ies) shall not be responsible for the discipline of students sent to the school office. Each building shall develop a plan with the building secretary(ies) and other staff as to appropriate response to matters of student conduct.
- H. No RUOSE member shall be required to perform medical procedures.

ARTICLE 8: WORKING CONDITIONS

WORKING HOURS

- A. The work calendar and the starting and closing times shall be determined by the Board and the Superintendent of Schools. All full time personnel shall be hired on a 45 or 50-week basis. A workweek for full time personnel shall consist of 37 ½ hours of work with a duty free, uninterrupted lunch period of one hour which totals 42 ½ hours a week. Pay scale is set at the 37 ½ hours worked.
- B. A workweek for part-time personnel shall consist of 20 or more hours but less than 37 ½ hours per week. Pay scale is set at the number of hours worked.
- C. All employees will be provided fifteen (15) minutes of relief time in the morning and in the afternoon. If taking a break interferes with the performance of an employee's immediate job responsibilities or the efficiency of the department, the employee may be required to work continuously without a break. Such exceptions should be occasional and only on an as-needed basis. A bargaining unit member may not forego breaks to accumulate extra time off.

- D. In the case of the temporary closing of an office, on a given day, for inclement weather, mechanical difficulties, or acts of God, the RUOSE members shall not be required to be in their offices on that day, with pay. If an employee is called to work, he/she will be given a compensatory day.
- E. The determination of overtime is a Board prerogative. When overtime is necessary it will be divided among the full time employees of each school building or as equally as possible. The rules governing this distribution will be discussed cooperatively in each school and will be posted in each school building and/or department at the beginning of the school year and will not be changed until the following school year except by mutual agreement.

It is understood that certain specialized jobs require specialized skills, and that the Supervisor has the option of assigning such jobs to persons with the specialized skills. Time accumulated in such jobs will be entered on the overtime sheets. When absences occur in school buildings, a maximum of eight (8) hours of overtime per day will be allowed.

- F. Overtime pay and/or compensatory time shall be at the rate of time and one-half (1 ½) of the regular hourly pay. Overtime pay and/or compensatory time shall be for all hours worked over forty (40) hours in a week. All overtime on Sundays and Holidays shall be compensated at two (2) times the employee's regular hourly pay, and/or compensatory time for all hours worked.
- G. A regular bargaining unit member assigned to perform the work of an absent bargaining unit member will be paid the regular rate for those duties. However, a bargaining unit member's pay rate shall not be reduced as a result of such assignment. Substitutes shall be used to perform bargaining unit work only during instances of an absence by regular bargaining unit members or when a short-term leave of absence exists.

SUMMER HOURS

- A. Summer hours for all RUOSE office personnel will be in effect on those days when, in the course of the normal school calendar, school is not in session and certified personnel are not working. During these periods, the work day will start between the hours of 7:00 a.m. and 8:00 a.m. and shall last for a period of eight (8) hours, including lunch and break periods. Deviations from this schedule will be permitted for employees whose job responsibilities require a modified schedule.
- B. Hours of individual employees may be altered to meet the needs of the building or program.

COMPENSATORY TIME OFF

Compensatory time for bargaining unit members is only allowed when a secretary is specifically asked and pre-approved in writing to work overtime by their building administrator and the Human Resources Director prior to any compensatory time being authorized and report same on the employee's comp time form. It is agreed by the parties that five to ten minutes of occasional overtime is expected. Compensatory time shall be granted for all time worked above and beyond one-quarter (1/4) hour. The maximum number of compensatory hours earned and any cash payment for hours accumulated as compensatory time will be in accordance with the Michigan Minimum Wage Law.

**VACANCIES, TRANSFERS, RECLASSIFICATIONS, RE-ASSIGNMENTS AND
CREATION OF A NEW POSITION**

- A. Whenever there is a vacancy, leave, transfer, reclassification, resignation, reassignment or creation of a new position, the union representatives and the administration shall, prior to posting, meet for the purpose of gathering accurate information about the position in question. In cases where a reassignment becomes necessary, the affected employee has the right to meet with the new supervisor regarding the reassignment. Any reassignment which deviates from the employee's normal work contract shall be discussed with the union.
- B. Job vacancies, along with a job description, shall be posted in each building within 48 hours after approval by the Superintendent. The Superintendent will make a decision no later than thirty (30) days after the employment separation of a bargaining unit member. Job postings shall state qualifications, duties, length of work year, classification and salary. In the event that a reduction in personnel occurs, the employee with the least seniority shall be laid off first, after receiving a thirty (30) day layoff notice. If layoffs are required, all temporary and non-union positions performing current/former RUOSE positions shall be laid off prior to any union member being laid off.

Any employee laid off due to the reduction of the work force shall have the right to be rehired according to seniority providing the employee is able to meet the standards and qualifications of the position to which he/she is being recalled.

The provisions of this Article shall extend for no less than two (2) years following the date of layoff.

- C. In the event an employee applies for and is granted reassignment to a vacancy, there shall be a trial period of thirty (30) working days during which time the employee's suitability for the assignment shall be determined. Such trial period shall be granted when that particular job is in actual operation. If an employee, within the thirty (30) day period, requests, in writing, a return to his/her former assignment, he/she shall be returned to it. This provision shall exclude those cases involving involuntary assignment made by the Administration.
- D. Insofar as possible all vacancies will be filled by promotions with one (1) week training with previous employee. Employees are encouraged to train and prepare for promotional opportunities. However, this section does not preclude hiring from without.
- E. All new RUOSE applicants must pass a proficiency test, as provided in Appendix A. The District will provide a study guide for testing requirements.
- F. Current RUOSE members will be tested consistent with the knowledge, skills and abilities required in the vacancy posting. In the event the senior applicant is denied the position, reason(s) for the denial shall be given in writing to the employee upon his/her written request.
- G. A vacant position in the bargaining unit will be posted internally for five (5) working days. Qualifications will include tests and testing procedures as administered by the Human Resources Department along with evaluations and seniority. Seniority will be considered and

would be the deciding factor if two or more candidates are equally qualified for the vacant position. In the event such vacancy occurs during the summer months, the RUOSE President shall be notified and the vacancy shall be emailed to each employee's work email.

- H. If no one in the Bargaining Unit applies for the vacant position or if no one is qualified, then the Board may hire outside the Bargaining Unit.

TRANSFER REQUEST

- A. Transfers will be considered only in response to postings.
- B. When an employee transfers either to a job of higher or lower classification, the transfer will be to the same experience step level in the new classification.

REASSIGNMENT

In cases where reassignment becomes necessary, Administration shall notify the Association and the individual(s) involved with written notification, identifying the tentative new assignment and start date, at least ten (10) working days in advance of the scheduled change during the school year.

In the event the reassignment occurs, and affects forty-five (45) week employees, during June and July, the above tentative notification must be by August 1st.

ARTICLE 9: SENIORITY

- A. Seniority shall be defined as the amount of time an employee has worked within the bargaining unit. Time served in an excluded position shall not be counted for seniority purposes. The employer shall prepare, maintain and post a seniority list by no later than February 15th. The initial seniority list shall be prepared within thirty (30) days after the effective date of the agreement. A copy of the seniority list and subsequent revisions shall be furnished to the Executive Board for approval prior to distribution to RUOSE members.

New employees and employees re-employed under the terms of this article shall be subject to a probationary period of ninety (90) working days without benefits of employment of which thirty (30) working days must be in one (1) position. At the end of a successful probationary period, new employees shall be placed on the seniority list as of his/her first compensable day on the job.

- B. Seniority shall be retained and, except for all pay purposes, shall be accrued during a layoff.
- C. Employees affected by a reduction in staff shall be recalled in reverse order of layoff. The most senior employee shall be recalled to the first opening for which he/she is classified. Recall shall be by written notice (both first class and certified mail return receipt requested) to the employee's last known address on file with the Board. Such notice shall require that the employee be available for work five (5) workdays after the date of delivery. Failure to report shall eliminate any obligation or responsibility to the employee by the Board.
- D. In the event of a layoff, an employee shall be given at least thirty (30) calendar days advanced notice in writing.

- E. An employee who is laid off shall be given preference when a job opening occurs providing he/she is capable of said job and desires to return to Redford Union. An employee who is offered, in writing, a position for which he/she qualifies and refuses such position shall be deemed to have forfeited further rights under this contract provision. Any employee re-employed under the terms of this Article shall be reinstated at his/her previous salary step and with other benefits enjoyed prior to layoff.
- F. The provisions of this Article shall extend for a period of time not to exceed two (2) years following the date of layoff.

ARTICLE 10: RESIGNATION

- A. Any RUOSE employee desiring to resign shall write a letter to the Administration at least two (2) weeks prior to the effective date. Letters of resignation must be submitted to both the central office administrator in charge of Human Resources and the president of the RUOSE unit.
- B. Any RUOSE employee leaving, in good standing, shall be paid his/her earned vacation time and leave days on a per diem basis.
- C. Employee benefits shall terminate on the last day of active employment if employee resigns or is terminated. If an employee retires or is laid off, the employee's benefits shall be terminated on the last day of the month.

ARTICLE 11: DISCHARGE

After satisfactory completion of the ninety (90) working day probationary period, an employee will not be disciplined or discharged without just cause. Prior to completion of the ninety (90) working day probationary period, the discipline and/or discharge of a probationary employee shall remain within the discretion of the employer and any such action shall not be grievable or contestable by the Association under the grievance and/or arbitration procedures of this Agreement. The 90-day probationary period shall be without benefits.

ARTICLE 12: JURY DUTY

Any RUOSE member called for jury duty, or who is subpoenaed to testify during work hours in any judicial matters including, requested attendance during an arbitration, or fact finding proceeding, shall be paid his/her full compensation and benefits for such time without use of leave days. Subpoenas shall be for school related business only.

ARTICLE 13: LEAVES

HEALTH LEAVE OF ABSENCE

- A. A health leave of absence without pay may be granted upon written request from an employee who has worked for a minimum of one year. Health leaves will be for physical disability. Requests for a health leave shall be accompanied by a recommendation from a reputable physician.

- B. An employee shall request a health leave of absence upon accumulation of thirty (30) consecutive work days of absences during the school year or the expiration of the accumulated leave days, whichever is larger.
- C. Health leaves may be granted for periods up to one (1) calendar year.

CONDITIONS

- A. An employee whose work year is 45 weeks or less shall not lose a year's credit on the salary schedule if the employee's health leave is 45 work days or less in length per school year.
- B. An employee on health leave retains the seniority, leave days and vacation time the employee had immediately prior to the health leave. While on a health leave, vacation or leave days shall not accrue, and seniority shall not be credited.
- C. Insurance granted under the provisions of this agreement shall remain in force throughout the period of the health leave.

RETURN

- A. Upon employee's return to work, a statement shall be required from a reputable physician stating the employee on leave for health reasons is physically and mentally able to fulfill his/her normal duties. If an employee is unable to return from a health leave, a letter from a reputable physician confirming this may be required by the Board. The employer may request an independent medical examination to determine the employee's fitness for duty.
- B. An employee returning from a health leave that lasts one (1) year or less may be restored to the same position. Seniority, status and salary he/she had immediately prior to the health leave will continue. An employee returning from a health leave that lasts one (1) year or more may be restored to the same position or to a position of like nature, seniority, status and salary, as the employee had immediately prior to the health leave, provided the employee is able to return to work under the terms of this agreement.
- C. Employees must report to their assignment on the first scheduled work day in each fiscal year in order to receive their annual leave day allotment. If the employee is on health leave on the first scheduled day of the fiscal year, the employee's leave days will be prorated upon return from the health leave.

PERSONAL/IMMEDIATE FAMILY CARE LEAVE OF ABSENCE REQUEST

- A. An employee may be granted a personal leave of absence, without pay, up to one (1) year.
- B. An employee may be granted an immediate family care leave of absence, without pay, up to one (1) year. Immediate family shall be defined as mother, father, husband, wife, son, daughter, or other person in a similar legal relationship.
- C. Eligibility for a personal/immediate family care leave of absence requires a minimum of two (2) years continuous employment by the school district immediately prior to such leave of absence.

- D. Written application for such leave shall be made by the employee to the central office administrator in charge of Human Resources.

CONDITIONS

- A. In computing service to determine the employee's position on the seniority salary and classification schedule, the time spent on leave shall not be counted the same as active service. While on personal/immediate family care leave, an employee shall receive no pay and/or fringe benefits. Leave days accumulated by the employee will remain the same as immediately before the leave.
- B. While on personal/immediate family care leave of absence, the employee shall be allowed to maintain health insurance benefits granted by this Agreement, by way of making direct payments based upon COBRA rates to keep said plan active.
- C. Employees retain their seniority, leave days and vacation time while on personal leave. Seniority, leave days or vacation days will not accumulate while on personal/immediate family care leave.

RETURN

- A. Employee must report to assignment on first scheduled work day in each fiscal year in order to receive annual leave day allotment. If the employee is on personal leave on first scheduled work day of the fiscal year, leave days shall be prorated upon return. Vacation days shall be prorated.
- B. At the expiration of the leave, the employee shall be restored to his/her position or to a position of like nature, seniority, status and pay.

FAMILY AND MEDICAL LEAVE ACT

Except as expressly conditioned by the terms of this provision, an eligible employee shall be granted a leave under the Family and Medical Leave Act for the purposes and subject to the terms and conditions of said Act and its implementing regulations.

Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible employee under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible employee shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve weeks of benefits provided under said Act.

If the employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Board unless the employee was otherwise entitled to the continuation of the benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan

agreed upon between the employee and the board. The repayment amount, or any portion thereof, will be deducted from any wage or other payments owing to the employee. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made. Employees are eligible for one twelve (12) week period of leave under the act in any 12-month period.

ARTICLE 14: PROFESSIONAL DEVELOPMENT

- A. Request for conference or convention participation will be routed through the immediate supervisor to the Superintendent or his/her designee.
 - A. The Association shall work cooperatively with the Board and its administrators in planning two Association half (1/2) days to meet in-service training needs. Two programs shall be planned each year, one each semester.
 - B. Conferences
 - 1. Attendance at State or national conferences will be limited to those employees who expect to continue their service in Redford Union the following year.
 - 2. The Board agrees to reimburse for reasonable conference expenses for those secretaries who receive approval for attendance at workshops, conferences and conventions.
 - 3. Request for registration fees will be routed through the immediate supervisor subject to the approval of the central office administrator in charge of finance.

- C. Staff Development Stipend – Bargaining Unit members will be entitled to additional compensation as follows:

Level	Skills	Proficiency	Stipend
I	Basic Skills	<ul style="list-style-type: none"> ➤ Typing (50 w.p.m.) ➤ Grammar ➤ Math ➤ Spelling ➤ Vocabulary ➤ Excel – Level I ➤ Word – Level I 	\$300
II	Intermediate Skills	<ul style="list-style-type: none"> ➤ Typing (60 w.p.m.) ➤ Outlook ➤ Excel – Level II ➤ Word – Level II ➤ PowerPoint - Basic ➤ Proofreading ➤ Letter Head Block Setup 	\$400
III	Advanced Skills	<p>MIEM Certificate</p> <p>The MIEM School Administrative Professional Certification Program (SAPC) is a voluntary certification program sponsored by the Michigan Institute for Educational Management (MIEM).</p>	\$500

Skill levels will be verified by the Human Resources Department once each semester. Payments shall be made on an annual basis paid in a lump sum on the second pay date of October of each contract year.

The Board and the Union will develop a study committee to review testing procedures and professional development. The committee will have equal numbers of members between both parties.

ARTICLE 15: BOARD AGENDA AND MINUTES

The Board shall furnish the agenda and complete minutes of all regular and special meetings of the Board of Education via email.

ARTICLE 16: DISCIPLINE PROCEDURES

- A. The disciplining of employees is a Management right, and may include, but is not necessarily limited to, verbal reprimand, written reprimand, or suspension for just cause.
- B. Any verbal reprimand, written reprimand, suspension or dismissal of an employee by a Supervisor or other Administrator shall be done in private. Normally, a meeting scheduled by the Supervisor shall be scheduled during the employee's regular shift unless other arrangements are made by the Administration with notification to the Union.
- C. If a Supervisor or other Administrator decides to investigate an incident prior to discipline, said investigation shall be with pay or without pay as determined by the Administration. If the employee is found to be not guilty of the charge or offense, he/she shall be made whole for all lost wages and benefits.
- D. Rights to representation. Employees shall, at all times, be entitled to have a Union representative present when being disciplined. If the employee requests a Union representative present, the Administration shall delay action for up to twenty-four (24) hours so that a Union representative may be present. For serious disciplinary action involving suspension or termination, the meeting may be adjourned to permit the attendance of the Uniserv Director.
- E. A grievance challenging any disciplinary action or challenging dismissal shall be subject to the grievance procedure.

ARTICLE 17: GRIEVANCE PROCEDURE

- A. **DEFINITION**
A grievance is defined as the subject matter of a specific written complaint by a member or group of members of the RUOSE concerning a violation, misinterpretation or misapplication of any provision of this Agreement. The use of the word "employee" shall refer to all employees represented by the RUOSE and references to one gender shall include the other gender.
- B. **GENERAL PRINCIPLES**
 - 1. It shall be the policy of the Board to assure every office employee an opportunity to have the unrestricted use of this grievance procedure, without fear of reprisal and without prejudice to her professional status.
 - 2. Nothing contained in this grievance procedure shall be construed to deny any office employee her constitutional rights or her rights under the laws of the State of Michigan.

3. Any office employee may use the assistance of an officer or member of the RUOSE provided that the member is not representing any organization other than the RUOSE in the presentation and/or appeal of any grievance. In cases where an office employee is represented, she must be present. When an office employee is not represented by the RUOSE, a RUOSE representative shall have the right to be present and to state the RUOSE's views at all stages of the grievance procedure.
4. The failure of the Grievant to proceed to the next step of the grievance procedure within the time limits set forth hereinafter shall be deemed a withdrawal of the grievance with prejudice against pursuing the grievance or filing it again at a later date.
5. Failure of an administrator at any step to communicate his/her decision to the office employee within the specified time limits herein set forth shall permit the office employee to proceed to the next step. All time limits may be extended by mutual agreement in writing.
6. It shall be the general practice to process grievance procedures during times which do not interfere with assigned duties. When, by mutual agreement, it becomes necessary for parties to the grievance procedure, including the representative of the aggrieved party and a member of the RUOSE Committee to be involved during school hours, they shall be released with no loss of compensation.
7. Costs of arbitration of grievances shall be equally shared by the parties to the dispute.
8. No office employee shall be required to meet with an administrative officer at any stage of the grievance procedure without representation.
9. No grievance shall be instituted on behalf of any office employee without the express consent of that person.
10. Forms to facilitate operation of the grievance procedures shall be available from the chairperson of the Association.
11. The Board and the RUOSE agree to share information in processing a particular grievance or complaint.

C. **PROCEDURES**

Complaints, which become the subject of a grievance under this procedure, should first be presented for informal processing in an effort to reduce the number of formal grievances handled under the procedures herein established. The parties shall make arrangements for such informal processing but exhaustion of such preliminary efforts shall not be required as a condition precedent to Step One.

1. **Step One:**
In the event the matter is not resolved informally, the problem must be stated in writing and submitted to the supervisor and the RUOSE within ten (10) workdays following the act or condition which is the basis for the grievance. Within ten (10) workdays of the receipt of the written statement of grievance, the supervisor shall inform the RUOSE of his/her decision and provide the aggrieved person with a brief statement in writing of the reasons for the decision.
2. **Step Two:**
In the event the aggrieved person is not satisfied with the disposition of her grievance at Step One, she may within ten (10) work days appeal the disposition of her grievance in writing to the central office administrator in charge of Human Resources. Within ten (10) workdays following receipt of such appeal, the central office administrator in charge of Human Resources shall make a decision with regard to the grievance. If said central office administrator in charge of Human Resources decides there is a legitimate grievance, he shall make necessary adjustment. If he decides that no grievance exists and so notifies the claimant, the claimant may proceed to Step Three.
3. **Step Three:**
If the decision of Human Resources is not satisfactory to the RUOSE, the grievance may, at the discretion of the RUOSE and the aggrieved party, be submitted for binding arbitration within ten (10) working days after receipt of the decision. If the parties cannot agree to the arbitrator within ten (10) workdays, a demand for arbitration may be filed with the Michigan Employment Relations Commission for selection of an arbitrator in accordance with its rules which shall likewise govern the arbitration proceedings.

D. POWERS OF THE ARBITRATOR

It shall be the function of the arbitrator, and he shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specified articles and sections of this agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power or authority to consider or rule upon the discipline or discharge of a probationary employee. Further, he/she shall have no power or authority to consider, change or rule upon the evaluation of any employee.
3. His/her powers shall be limited to deciding whether the Board or RUOSE has violated the express articles or sections of the Agreement.
4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator may have the jurisdiction to act on the matter if he determines that it is within the scope of his authority provided, however, that such scope may be subject to appeal by either party.

5. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the RUOSE, its members, the employee or employees involved, and the Board.
6. The fees and expenses of the arbitrator shall be shared equally by the Board and the RUOSE. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
7. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any wages, unemployment benefits, or school-sponsored insurance that she may have received during the period of the back pay. This limitation shall not include any compensation for part-time employment begun prior to the period in question.
8. No decision in any one case shall require a retroactive wage and adjustment in any other case.
9. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any claim or grievance filed prior to the termination of the Agreement may be processed through the grievance procedure until resolution.

SALARY SCHEDULE A-1

**RUOSE EMPLOYEES HIRED BEFORE JANUARY 12, 2004
SECRETARY I**

STEP	2013-2017
1	13.99
2	15.08
3	16.23
4	17.50
5	18.86
6	20.94
7	21.19
12	21.57
Weeks	Hours
50 Weeks	1,875.00
51 Weeks	1,912.50
52 Weeks	1,950.00

Step 7 – 1.2% Longevity Included
Step 12 – 1.8% Longevity Included

**RUOSE EMPLOYEES HIRED AFTER JANUARY 12, 2004
SECRETARY I**

STEP	2013-2017
1	13.59
2	14.64
3	15.76
4	16.99
5	18.31
6	20.94
7	21.19
12	21.57
Weeks	Hours
50 Weeks	1,875.00
51 Weeks	1,912.50
52 Weeks	1,950.00

Step 7 – 1.2% Longevity Included
Step 12 – 1.8% Longevity Included

SALARY SCHEDULE A-2

**RUOSE EMPLOYEES HIRED BEFORE JANUARY 12, 2004
SECRETARY II**

STEP	2013-2017
1	13.53
2	14.57
3	15.70
4	16.92
5	18.22
6	20.06
7	20.30
12	20.66
Weeks	Hours
45 Weeks	1,687.50
46 Weeks	1,725.00
47 Weeks	1,762.50

Step 7 – 1.2% Longevity Included
Step 12 – 1.8% Longevity Included

**RUOSE EMPLOYEES HIRED AFTER JANUARY 12, 2004
SECRETARY II**

STEP	2013-2017
1	13.14
2	14.15
3	15.25
4	16.43
5	17.69
6	19.48
7	19.71
12	20.07
Weeks	Hours
45 Weeks	1,687.50
46 Weeks	1,725.00
47 Weeks	1,762.50

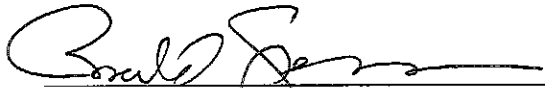
Step 7 – 1.2% Longevity Included
Step 12 – 1.8% Longevity Included

TERMINATION CLAUSE

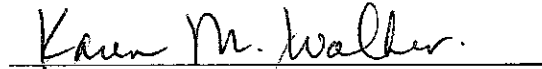
This Agreement shall be in effect beginning March 26, 2013 and ending June 30, 2017.

**BOARD OF EDUCATION
REDFORD UNION SCHOOLS**

**REDFORD UNION OFFICE
STAFF EMPLOYEES**



Ronald J. Stoneman
Superintendent of Schools



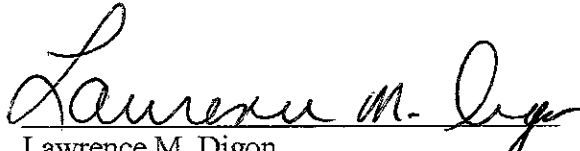
Karen Walker, President



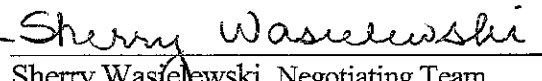
Gregory R. McIntyre
Assistant Superintendent
Business Services



Doris C. Reed, Vice President



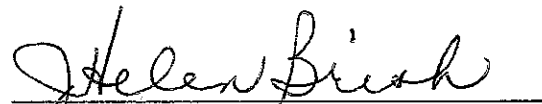
Lawrence M. Digon
Executive Director of Human Resources



Sherry Wasielewski, Negotiating Team



Patricia Ebersberger, Negotiating Team



J. Helen Brish
MEA UniServ Director

3/25/13
Date

3/25/13
Date

APPENDIX A

Proficiency Tests

Test Name	No. Of Items	Description
Typing	2 Minute Timing	Examinees are asked to type text from a copy. Scores measure typing speed and error rate. (Must type at a net corrected speed of 50 w.p.m.)
Grammar	20	This test measures basic level language skills including the ability to identify statements that are grammatically correct based on sentence structure, punctuation and parts of speech.
Math	20	This test measures basic level math skills including addition, subtraction, multiplication, division, fractions, decimals and percents.
Spelling	20	This test measures basic level spelling skills including the ability to identify correctly/incorrectly spelled words used in general and business environments.
Vocabulary	20	This test measures basic level vocabulary skills including the ability to identify general and business terms.
Word	25	This test measures ability to use the most common and frequently used features of Microsoft Word including the file management, editing, formatting and printing functions used every day by Word users.
Excel	25	This test measures ability to use the most common and frequently used features of Microsoft Excel including the file management, editing, formatting, and analysis and printing functions used every day by Excel users.

A minimum of 75% for each test, with the exception of the typing test, is required for successful completion of proficiency tests.

Additional tests may be administered based on the essential duties and responsibilities as provided in the job vacancy posting.

APPENDIX C

**REDFORD UNION OFFICE STAFF EMPLOYEES
GRIEVANCE REPORT**

Grievance No. _____

DISTRIBUTION OF FORMS

1. Human Resources
2. Supervisor
3. Association

SUBMIT IN TRIPLICATE

Building: _____

Name of Grievant: _____

Date Filed: _____

Check: Step I _____; II _____; III _____; IV _____;

A. Date cause of grievance occurred _____

B. Article and Section of Master Agreement violated _____

1. Statement of Grievance _____

2. Relief sought _____

Signature

Date

**REDFORD UNION SCHOOLS
RUOSE Evaluation Form**

NAME:	DATE:	BUILDING:
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THE EVALUATION PROCESS

Definition:

Evaluation is a process whereby staff members are apprised of the quality of their performance and is intended to improve the overall efficiency of the work site.

Description of Evaluation Form:

The primary purpose of the evaluation form is to encourage positive interaction between the supervisor and clerical employee to realize improvement. Whether the instrument and the process is productive depends upon the attitudes of the involved parties. To be most effective, it is assumed that the evaluation will occur in an atmosphere of sensitivity, understanding, support, candor and trust by both the evaluator and the person being evaluated.

The characteristics listed on this form, though not all-inclusive, are intended to stimulate constructive discussion regarding the staff member's competence. They are arranged in four categories to provide an organized approach to viewing the staff member's competence. These categories are: Job Performance, Personal Characteristics, Goals, and Evaluation Summary.

Description of Categories:

Place an "X" at the appropriate point on the scale beside each item being assessed. A rating of "Needs Improvement" indicates that change is needed in that area and the supervisor and clerical employee should meet to discuss ways of improving his/her performance. If an employee receives a "Needs Improvement," it must be accompanied by an explanation in the space provided under "Evaluation Notes and Recommendations." N/A indicates that the category does not apply or that there is insufficient information to form a conclusion.

JOB PERFORMANCE

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory	N/A
A. ORGANIZING/HANDLING OFFICE ROUTINE: Systemically and efficiently plans and organizes work; schedules with proper sense of priorities; handles, schedules appointments, meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. PRODUCING FINISHED COPY: Accuracy and speed in relationship to finished copy, editing of copy, i.e., grammar, punctuation, and appearance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. WORD PROCESSING, SPREADSHEETS, and DATABASE: Proficiently produces text taking into account quality of work produced, neatness and accuracy, suitability of layout for intended purpose.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. HANDLING CORRESPONDENCE: Screening of incoming and outgoing correspondence, maintenance of mailing lists, classifying and filing of correspondence, maintaining confidentiality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. PREPARING AND MAINTAINING DATA/FILES/RECORDS: Ability to arrange and maintain paper and electronic files, files correctly classified; files neat and orderly; files current; services provided from files prompt and efficient.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. USING EQUIPMENT: Proficient usage and maintenance of equipment necessary to perform the job, including computer equipment and fax machines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. FINANCIAL SKILLS: Responsibility in maintaining financial records, taking into account the accuracy and efficiency displayed in handling bookkeeping records and accuracy in collecting and handling money.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

H. MEETING/DEALING WITH THE PUBLIC: <i>Ability to handle relations with the public, including a courteous demeanor both over the telephone and in person when answering requests, furnishing information, and any other public contacts.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. MEETING/DEALING WITH STUDENTS: <i>Ability to handle situations involving students; answering questions, providing assistance in a cordial manner; providing a settling influence when necessary.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. WORKING WITHOUT SUPERVISION: <i>Ability to work without constant supervision and to make routine decisions.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PERSONAL CHARACTERISTICS

	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory	N/A
A. INTERPERSONAL RELATIONS: <i>Employee's ability to work with others, self-control, tact, working relations.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. INITIATIVE: <i>Energy, drive, displayed in completing assignments.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. LIFELONG LEARNER: <i>Works to improve their job performance by participating in workshops and in-service activities.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. PUNCTUALITY: <i>Consider regularity in conforming to work hours.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. ATTITUDE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. ATTENDANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GOALS FOR THE SCHOOL YEAR:

EVALUATION SUMMARY

The evaluation summary should provide the RUOSE employee with an overall qualitative statement of his/her effectiveness and competence, as well as recommendations and/or plans for improvement.

Unless otherwise stated in this evaluation, continued employment is recommended for secretaries on "Continuing Employment Status."

Employee Response: Employees are encouraged to comment on the evaluation, the evaluation process and the outcome.

Signature: _____ Date _____
Employee

Signature: _____ Date _____
Administration

RECOMMENDATION TO THE SUPERINTENDENT IN THE EVENT OF UNSATISFACTORY PERFORMANCE

Recommendation for Improvement: (To be filled out in the event the RUOSE employee receives an unsatisfactory rating.)

The evaluator must provide plans and suggestions for improvement as follows:

1. Record area(s) of unsatisfactory performance.
2. Establish expected improvement performance level.
3. Develop objectives or plan of action to attain expected improvement.
4. Establish a reasonable period of time in which to attain the desired improvement.
5. Establish schedule of periodic conferences to review progress toward attaining improvement objectives.
6. State what action may occur if those desired results are not achieved.

Signature: _____ Date _____
Administrator

Employee Date _____