

**AGREEMENT**

**BETWEEN THE**

**SOUTH REDFORD SCHOOL DISTRICT**

**AND THE**

**THE SOUTH REDFORD OFFICE PROFESSIONALS ASSOCIATION**

*As certified by Michigan Employment Relations Commission (MERC) on March 10, 2009*

**July 1, 2008**

**to**

**June 30, 2013**

**South Redford School District  
26141 Schoolcraft  
Redford, Michigan  
48239**

An Equal Opportunity Employer

# **AGREEMENT**

## **Between the South Redford School District and the South Redford Office Professionals Association**

*As certified by Michigan Employment Relations Commission on March 10, 2009*

THIS AGREEMENT entered into this 20th day of July, 2010, by and between the South Redford School District, Wayne County, Michigan, hereinafter called "the Board" and the, the South Redford Office Professionals Association as certified by MERC on March 10, 2009 hereinafter called "the Association."

### **PREAMBLE**

WHEREAS, On May 24, 1977, the Michigan Education Associates Organization, now entitled the Clerical Education Association of South Redford MEA/NEA was formerly certified by the Michigan Employment Relations Commission as the exclusive representative,

WHEREAS, On March 10, 2009, the South Redford Office Professionals Association, formerly known as Clerical Education Association of South Redford MEA/NEA, certified by the Michigan Employment Relations Commission as the exclusive representative, for the purpose of collective bargaining with the Board with respect to rates of pay, wages, hours of employment, and other conditions of employment of the employees covered by this Agreement; and

WHEREAS, following extended and deliberate collective bargaining, certain understandings have been reached between representatives of the Board and of the Association concerning such matters for the year 2008-2013

NOW, THEREFORE, In consideration of the following mutual covenants, the Board and the Association hereby agree as follows:

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# **ARTICLE I**

## **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, State of Michigan, the Board does hereby recognize the Association as the sole and exclusive bargaining representative, to the extent required by said Act for the term of this Agreement, for all full-time and regularly scheduled part-time secretaries, clerical personnel (regardless of title) and media assistants employed or to be employed, excluding supervisors and confidential employees as defined by the Commission, casual, temporary and substitute secretaries and clerical personnel. The secretaries to the Superintendent of Schools and to the Assistant Superintendent of Schools are not members of the bargaining unit as represented by the Association.

# **ARTICLE II**

## **DEFINITIONS**

- A. Whenever the term "clerical employee," "employee," or "personnel," or "clerical personnel" is used, it is to include any member or members of the bargaining unit, except in those instances when the term "media assistant" is specifically stated.
- B. Whenever the singular is used, it is to include the plural, and reference to female shall include male.
- C. Whenever the term "Board" is used, it shall mean the Board of Education of the South Redford School District and shall include its designee upon whom the Board has conferred authority to act in its place and stead.
- D. Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Whenever the term "Immediate Supervisor" is used, it shall mean the supervisor or administrator of any work location, functional division or group.
- F. Whenever the term "Association Representative" is used, it shall mean the clerical person designated by the Association to represent an individual or group of clerical personnel.
- G. Whenever South Redford Office Professionals Association and shall include its designee upon whom the Association has conferred authority to act in its place and stead.
- H. Whenever the term "School Year" is used, it shall mean July 1 through June 30.

## **ARTICLE III**

### **FAIR EMPLOYMENT PRACTICES**

- A. The Board agrees that it shall not discriminate against any employee on the basis of race, color, creed, religion, national origin, sex, age, handicap as defined in Section 103 of Michigan Law S.B. 749 L, effective July 1, 1977, marital status, or membership or participation in the activities of the Association or any other employee organization.
- B. The Association agrees that it shall admit all clerical personnel to its membership without discrimination by reason of race, creed, color, religion, national origin, sex, age, handicap as defined in Section 103 of Michigan Law S.B. 749 L, effective July 1, 1977, marital status, or membership or participation in the activities of any other employee organization. Membership in the Association shall not be required as a condition of employment of any employee with the Board.

## **ARTICLE IV**

### **RIGHTS OF THE BOARD**

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the laws and the Constitution of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and the administrative control of the school system, its properties and facilities, and to direct its employees in the course of their duties.
  - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
  - 3. To determine work schedules, the hours of employment, and the duties, responsibilities and assignments of clerical personnel, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the expressed terms of this Agreement and then only to the extent such expressed terms hereof are in conformance with the Constitution and the provisions of Public Act 379 and other laws of the State of Michigan, and the Constitution and laws of the United States.

## **ARTICLE V**

## RIGHTS OF THE ASSOCIATION

### A. Access to Financial Information

1. The Board agrees, upon request of the President of the Association, to release to said Association, such information concerning the financial resources of the District, budgetary requirements and allocations, and any other financial information as will assist the Association in developing intelligent, accurate, informed and constructive proposals concerning the rates of pay, wages, hours of employment, and other conditions of employment for all employees covered by this Agreement.
2. The Association will be advised by the Board of any new or modified budgetary or tax programs under consideration and the Association will be given an opportunity to consult with the Board with respect to the proposed annual budget prior to its adoption and general publication.
3. It is agreed and recognized, however, that the authority to adopt all parts of the annual budget of the School District resides exclusively with the Board and shall not be the subject of mandatory negotiations with the Association, nor subject to any proceeding under the grievance procedure.

### B. Access to Other Information

The Board agrees, upon written request of the President of the Association, together with the written consent of the individual employee concerned, to release to said Association such information as may be necessary for the Association to efficiently process any grievance in the grievance procedure with the exception of confidential recommendations and related personal references normally sought at the time of employment.

### C. Use of School Facilities

1. The Board agrees to permit the Association the use of school buildings without charge for Association meetings at a time and place as designated by an appropriate administrator with notice of such proposed meetings to be made at least 24 hours in advance. Said meetings are not to exceed such time as the building is regularly serviced by the maintenance staff.
2. The Board agrees to permit the Association the use of bulletin board space in the lounge or lounges in each school building for the purpose of posting official Association notices. All notices, prior to posting, shall be signed by an authorized Association Representative.
3. The Board agrees to permit the Association the use of the inter-school mail service for purposes of distributing Association-approved materials. The Association shall be responsible for the mailing of such materials and the content thereof. All such materials shall be signed by an authorized Association representative prior to mailing.

Rights of the Association - Continued

D. Time for Association Activities

The Association will be provided twenty (20) working days to participate in area, regional and/or state organizational or business activities. It is understood between the parties that such days will not exceed two (2) in succession. Such days shall be charged to school business. Forty-eight (48) hours' notice is required.

E. Agency Shop

1. All bargaining unit members, as a condition of employment shall either:
  - a. Join the Association and pay their dues, or execute an Assignment of Wages Form in accordance with paragraph 5 of this Section E, or
  - b. Cause to be paid to the Association a representation fee equivalent to the dues levied by said Association on their membership.
2. In the event that a bargaining unit member's dues or representation fee shall remain unpaid for a period of sixty (60) days following commencement of employment, or the ratification of this Agreement by the parties, whichever is later, the Board agrees that in order to effectuate the purpose of this Agreement, the services of such employee shall be terminated at the end of the school year in which employment commenced. For the proper administration of this provision, the Association shall provide the Board with the names of those employees who have joined the Association or contributed a representation fee by means other than through a payroll deduction plan and the Association shall notify the Board in writing of any employee failing to comply with this provision. The refusal of said employee to contribute such dues or fees shall be recognized by the parties as reasonable and just cause for termination of employment. Employees while on authorized leave of absence or layoff status shall not be subject to the terms of this provision.
3. No employee shall be terminated under this Section E unless:
  - a. The Association first has notified the employee by letter that said employee has not complied with the provisions of this Section E, and warning said employee that unless such compliance is effected within thirty (30) days, said employee will be reported to the Board for termination as provided in this Section E, and
  - b. The Association has furnished the Board with a copy of the letter sent to the employee serving notice that said employee has not complied with the provisions of this Section E. When requesting the Board to terminate such employee, the Association shall further specify the following by written notice to the Board, certified mail, return receipt requested:



Rights of the Association - Continued

To: Superintendent      Date \_\_\_\_\_

The Association certifies that \_\_\_\_\_ has failed to comply with the provisions of Article V, Section E, required as a condition of employment under the Master Agreement and requests that the Board terminate this employee at the close of the current school year.

Association President \_\_\_\_\_

4. The Board agrees that, within ten (10) days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that their services shall be terminated at the end of the current school year. The Board further agrees that after it has received the said notice from the Association, it will not accept a check-off authorization from such employee without the consent of the Association.
5. Employees covered by this Agreement may, by the close of the initial pay period, or within ten (10) days of their commencement of employment, whichever is later, sign and deliver to the Board an Assignment of Wages Form as appears in Appendix B, attached hereto and incorporated in this Agreement, which form authorizes deduction of membership dues of the Association, or deduction of a representation fee equal to the dues of the Association. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Board and the Association signed by the employee and received between June 1 and September 1, proceeding the designated school year for which revocation is to take effect.
6. The deductions authorized above shall be made in twenty (20) equal amounts from each paycheck beginning with the second pay period in September. The Board agrees to remit to the Association all such monies deducted, within ten (10) days of each deduction, accompanied by a list of employees from whom the deductions have been made. The Board shall notify the Association of any changes in said list due to employees entering the program or leaving the system. The Association agrees to reimburse any employee from whose pay dues or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association actually received the excessive amount.
7. The Association shall, on or before September 1 of each school year covered by this Agreement, give written notice to the Assistant Superintendent of Schools of the dollar amount of dues of the Association, which dues are to be deducted in the coming school year under all current payroll deduction authorizations. The total for these deductions shall not be subject to change during the school year.

8. The Association shall indemnify and hold the Board harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Section E. If any suit or Rights of the proceedings of any kind be brought against the Board before any tribunal contesting a discharge under the provisions of this Section E, the Association agrees to reimburse the Board, promptly upon written demand, for all reasonable fees and expenses incurred by the Board in defending itself in such suit or proceedings, and also for any and all back pay or other damages for which the Board shall be adjudged liable. The Association further agrees that if it shall fail to reimburse the Board promptly, upon written demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Association to the Board, until paid in full, all membership dues and representative fees collected by the Board on behalf of the Association pursuant to the provisions of this Section E.

## **ARTICLE VI**

### **NO STRIKE CLAUSE**

The Association agrees to observe the "no strike" provisions as set forth in the following sections of Act 379 of the Public Acts of Michigan of 1965:

**423.201 (j) Strike Defined Section 1.**

“Strike” means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment. For employees of a public school employer, strike also includes an action described in this subdivision that is taken for the purpose of protesting or responding to an act alleged or determined to be an unfair labor practice committed by the public school employer.

**423.202 Strikes by Public Employees Prohibited Section 2.**

A public employee shall not strike and a public school employer shall not institute a lockout. A public school employer does not violate this section if there is a total or partial cessation of the public school employer's operations in response to a strike held in violation of this section.

423.206 Actions of public employees considered to be on strike Section 6.

(1) Notwithstanding the provisions of any other law, a public employee who, by concerted action with others and without the lawful approval of his or her superior, willfully absents himself or herself from his or her position, or abstains in whole or in part from the full, faithful, and proper performance of his or her duties for the purpose of inducing, influencing, or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment, or a public employee employed by a public school employer who engages in an action described in this subsection for the purpose of protesting or responding to an act alleged or determined to be an unfair labor practice committed by the public school employer, shall be considered to be on strike.

(2) Before a public employer may discipline or discharge a public employee for engaging in a strike, the public employee, upon request, is entitled to a determination under this section as to whether he or she violated this act. The request shall be filed in writing, with the officer or body having power to remove or discipline the employee, within 10 days after regular compensation of the employee has ceased or other discipline has been imposed. If a request is filed, the officer or body, within 10 days after receipt of the request, shall commence a proceeding for the determination of whether the public employee has violated this act. The proceedings shall be held in accordance with the law and regulations appropriate to a proceeding to remove the public employee and shall be held without unnecessary delay. The decision of the officer or body shall be made within 10 days after the conclusion of the proceeding. If the employee involved is found to have violated this act and his or her employment is terminated or other discipline is imposed, the employee has the right of review to the circuit court having jurisdiction of the parties, within 30 days from the date of the decision, for a determination as to whether the decision is supported by competent, material, and substantial evidence on the whole record. This subsection does not apply to a penalty imposed under section 2a.

## **ARTICLE VII**

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievance shall mean a complaint by a clerical employee or the Association based on an alleged violation of one or more of the expressed provisions of this Agreement.
2. An "aggrieved person" shall mean the person making the complaint.
3. The term "days" when used in this Article, shall, except where otherwise indicated, mean working days.

B. General Principles

1. The primary purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the complaints or grievances of clerical employees. Except as is necessary to implement this Article, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of a clerical employee having a grievance to discuss the matter informally with their immediate supervisor.
3. Except as otherwise provided in this procedure, any aggrieved person may be represented at all meetings and all hearings at all levels of this procedure by the Association Representative; and when a clerical employee is not represented by the Association, the Association shall have the right to be present at all levels of the grievance procedure after the first level. The aggrieved person shall be present at all levels of the grievance procedure.
4. It shall be the practice of all parties to process grievance procedures during such time as not to interfere with the execution of regular assigned duties, provided, however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold grievance proceedings during regular working hours, a clerical employee engaged during the work day in grievance proceedings in his own behalf with any representative of the Board, will be released from regular duties without loss of pay.
5. Nothing contained herein shall be construed to prevent any clerical employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement; provided, that the Association has been given opportunity to be present at such adjustment. The Board agrees to provide to the Association, within two (2) days after filing, a copy of all such written grievances lodged and decisions rendered relative to these grievances, together with the supporting reasons for the decisions.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. The form to be used in submitting a grievance appears at the end of this Article.
8. The following matters shall not be considered to be the basis of any grievance under the procedure as outlined in this Article:
  - a. The termination of services of or the failure to re-employ a probationary employee, or the placing of a probationary employee upon an additional period of probation;
  - or
  - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law including by way of

Grievance Procedure – Continued

- c. Illustration, but not limitation, the Michigan Public Employees' Relation Act and State and Federal Civil Rights Statutes.

#### C. Time Limits

1. The failure of the Grievant to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance; provided, however, in the event a decision has been rendered in a grievance and the decision has not been implemented or has been violated, the presentation of such evidence to the parties shall constitute grounds to reopen the grievance at the level at which it has been terminated.
2. The failure of a supervisor or administrator at any level of this procedure to communicate his decision to the Grievant within the specified time limits shall permit the Grievant to proceed to the next level.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and an effort should be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.
4. In the event a grievance is filed on or after May 15, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the close of the school term or as soon thereafter as practicable for all parties concerned.
5. Notwithstanding the expiration of this Agreement, any grievance filed prior to termination of this Agreement may continue to be processed through the levels provided herein.

#### D. Procedure

1. LEVEL ONE - The grievant shall first present the grievance to the immediate supervisor with the objective of resolving the matter informally. A grievant having such a complaint shall bring the matter to the attention of the immediate supervisor and request an informal meeting to discuss the problem not later than ten (10) days after the event or occurrence which is the basis for the grievance. The immediate supervisor shall hold such a meeting within three (3) work days after the grievant's request.

In the event that in the informal discussion at Level One between the grievant and the immediate supervisor, it is mutually agreed that the grievance would be better advanced to a more appropriate level, it will be so stated in writing by both parties, and the grievant may then, within ten (10) days, present his grievance to the Superintendent of Schools at Level Three and the grievance will be considered to commence at that level.

2. LEVEL TWO - In the event that the grievance is not satisfactorily resolved at Level One, the grievant may give formal notice in writing to her immediate supervisor and the Association. Such notice shall be filed not later than five (5) days after the informal discussion required under Level One. Within five (5) days of the receipt of the written grievance, the grievant's immediate supervisor shall state his decision related to the grievance in writing and furnish one copy to the aggrieved person and one copy to the Association.
3. LEVEL THREE - In the event that the grievance is not satisfactorily resolved at Level Two, the grievant may file the grievance in writing with the Superintendent of Schools and the Association within ten (10) days following receipt of the immediate supervisor's written decision required under Level Two. Upon receipt of the grievance, the Superintendent of Schools shall designate a committee not to exceed four (4) persons to represent the Board of Education in meeting with not more than four (4) representatives of the Association and the aggrieved person to attempt to resolve the grievance. Such committee representing the Board of Education may include the Superintendent of Schools. Within ten (10) days after receipt of the written grievance, the Superintendent of Schools and/or his designated committee shall meet with the aggrieved person and the Association to consider the grievance. Within five (5) days of said meeting, the Superintendent of Schools or his designated committee shall prepare an answer to the grievance, copies of which shall be given to the aggrieved person and the Association.
4. LEVEL FOUR - Any grievance which remains unsettled after having been fully processed through Level Three of the grievance procedure, may, only at the option of the Association, be submitted to binding arbitration under the written demand of the Association under the American Arbitration Association. In order to be effective, such written demand must be made within fifteen (15) days after the final answer of the Superintendent's committee at Level Three. If such a demand is not made within said fifteen (15) day period, the grievance shall be deemed settled on the basis of the last answer of the Board. The voluntary arbitration rules of the Association shall apply to the selection of the arbitration rules of the Association shall apply to the selection of the impartial arbitrator and to the arbitration proceedings. The Board and the Association agree to accept the arbitrator's award as final and binding upon all parties including the employee(s) involved in the grievance.

In connection with the arbitration of any grievance hereunder, the following rules shall apply:

- a. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, and shall be restricted in his judgment to the expressed provisions thereof. The decision of the arbitrator shall be in writing and shall cover only the issues in dispute without recommendations as to other matters.
- b. The fees and expenses of the arbitrator and the fees of the American Arbitration Association shall be shared equally by the Board and the Association.

SOUTH REDFORD SCHOOL DISTRICT

and

THE SOUTH REDFORD OFFICE PROFESSIONALS ASSOCIATION

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_

Distribution of Form

- Superintendent
- Supervisor
- Association
- Employee

SUBMIT IN DUPLICATE

Building

Name of Grievant

Date Filed

CHECK LEVEL II. \_\_\_\_\_, III. \_\_\_\_\_, IV. \_\_\_\_\_

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

B. Article and Section of Master Agreement Violated \_\_\_\_\_

1. Statement of Grievance

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2. Relief Sought

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# ARTICLE VIII

## RIGHTS OF THE EMPLOYEES

### A. Personnel Files

1. Official employee personnel files shall be maintained in the administrative offices of the School District. The personnel file of each employee shall contain copies of all evaluation reports and recommendations.
2. An employee shall have the right, upon request, to review the contents of their personnel file, with the exception of confidential recommendations and related personnel references normally sought at the time of employment. A representative of the Association may, at said employee's request, accompany the employee in the review of said file.
3. Whenever an evaluation, a commendation, or a complaint concerning a clerical employee is to be placed in the employee's file, the employee shall be allowed to review the entry before it is placed in the file and may attach a written statement before it is placed in said file.
4. If an employee disagrees with information contained in their personnel file, removal or correction of that information may be mutually agreed upon by the employer and the employee. If such an agreement is not reached, the employee may submit a written statement explaining the employee's position.

### B. Payroll Deductions

The Board will make all payroll deductions required by law and upon receipt of proper authorization, voluntary deductions for Association dues or representative fees, credit union, United Fund, additional health and life insurance premiums, Board-approved, tax-deferred annuity plans, Detroit City Income Tax, and other voluntary deductions as authorized such as, but not limited to South Redford Foundation for Educational Excellence and District functions.

### C. Problem Students

Problem students and discipline cases shall not be sent to the office or the media center for bargaining unit members to supervise.

### D. Medication

Except in emergency situations, bargaining unit members will not be required to administer any medicine prescribed for a student.



# ARTICLE IX

## WORKING CONDITIONS

### A. The Work Year

1. The starting time and length of the work year shall be determined by the Board.
2. The work year of employees varies as to the duties and locations of assignment to which they have been assigned by the Board.

a.	Payroll Bookkeeper - Central Office *	52 weeks
b.	General Secretary - Central Office *	52 weeks
c.	General Secretary - Switchboard *	52 weeks
d.	General Secretary - Data and Technical Services *	52 weeks
e.	General Secretary - High School Principal *	52 weeks
f.	General Secretary - High School **	42-44 weeks
g.	General Secretary - Middle School**	42-44 weeks
h.	General Secretary - Elementary School	42-44 weeks
i.	General Secretary - Student Services	42-44 weeks
j.	Media Assistant	30-40 weeks

\* Employees in these classifications may have the option of one (1) week of deduct time.

\*\* Building secretaries may work up to three (3) additional days to accommodate the opening of school, with Administrative approval.

### B. The Work Week

1.
  - a. Each General Secretary and Payroll Bookkeeper shall work a five (5) day week (Monday - Friday) consisting of forty (40) hours per week.
  - b. Part-time General Secretaries' work week will be determined by the Board.
2. Each Media Assistant's weekly work schedule shall be determined by the Board.

### C. The Work Day

1. Each General Secretary and Payroll Bookkeeper shall work an eight (8) hour day which shall be inclusive of one morning and one afternoon relief period of fifteen (15) minutes each. Lunch period shall be one-half (1/2) hour in length and shall not be considered a part of the eight (8) hour work day.
  - a. Upon mutual agreement between the employee and the immediate supervisor, said lunch period may be extended as follows:

Working Conditions – Continued

- b. Fifteen (15) minute lunch period extension: Said extension will be accompanied by the elimination of one relief period.  
  
Thirty (30) minute lunch period extension: Said extension will be accompanied by the elimination of both relief periods.
- 2. The number of hours worked per day by Media Assistants shall be determined by the Board.
  - a. Media Assistants assigned to work seven (7) or eight (8) hours per day shall be granted one morning and one afternoon relief period of fifteen (15) minutes each. Lunch period shall be one-half (1/2) hour in length and shall not be considered part of the seven (7) or eight (8) hour day.
    - 1) Upon mutual agreement between the employee and the immediate supervisor, said lunch period may be extended as follows:  
  
Fifteen (15) minute lunch period extension:  
Said extension will be accompanied by the elimination of one relief period.  
  
Thirty (30) minute lunch period extension:  
Said extension will be accompanied by the elimination of both relief periods.
  - b. Media Assistants assigned to work four (4), five (5), or six (6) hours per day, shall be granted one relief period of fifteen (15) minutes. Lunch period shall be one-half (1/2) hour in length and shall not be considered part of the four (4), five (5), or six (6) hour day.
    - 1) Upon mutual agreement between the employee and the immediate supervisor, such lunch period may be extended by fifteen (15) minutes. Said extension will be accompanied by the elimination of one relief period.
  - c. Media Assistants assigned to work less than four (4) hours per day shall not be granted relief periods.
  - d. Media Assistants may be utilized as substitute secretaries when the assignment does not interfere with the normal work schedule. Media Assistants in such assignments shall be paid at the secretarial substitute rate for the hours doing secretarial duties.
- 3. The starting time of daily working hours, relief periods and lunch periods for each employee shall be determined by the Board.

D. Overtime

1. While there is reserved by the Board the right to schedule overtime, it is its policy to keep overtime to a minimum. When overtime is scheduled by the Board, employee compensation for such overtime shall be subject to the following:
  - a. All hours, or major portion thereof, worked up to and including forty (40) hours per week shall be paid at the straight time rate.
  - b. All hours, or major portion thereof, worked in excess of forty (40) hours per week shall be paid at one and one-half (1½) times the straight time hourly rate.
  - c. Staff will report approved additional hours worked on district approved record sheets.
  - d. In the event that additional work is required on an overtime basis, the work shall first be offered to bargaining unit members in the affected building by classification.
2. At the employee's discretion, compensatory time may be chosen in lieu of overtime pay. However, compensatory time may be taken only at such time as is mutually agreeable with the employee and the immediate supervisor.

E. Evaluation of Work of Employees

The work performance of each employee shall be evaluated at least annually by a member of the administrative staff on such forms as may be prescribed by the Superintendent. An employee shall have the opportunity to discuss such evaluation(s) with said evaluator and shall be provided with a copy of the evaluation(s) for their personal file. The content of evaluations shall not be subject to the grievance procedure.

## **ARTICLE X**

### REASSIGNMENTS - TRANSFERS

- A. Since the frequent transfer and reassignment of employees is disruptive of effective administration and interferes with optimum clerical performance, the parties agree that transfer and reassignments are to be minimized; however, the Board may reassign or transfer any employee covered by this Agreement with ten (10) working days notice except in emergency situations.

Reassignment/Transfers – Continued

- B. Whenever the Board determines a vacancy in the bargaining unit exists, such vacancy will be announced by written notice to each employee at least ten (10) working days prior to the closing date established for accepting applications. Written notice will include a job description for the announced vacancy. Existing personnel shall be given first consideration for such vacancies. If no one in the bargaining unit applies for the position, or if no one is qualified, then management may hire outside the bargaining unit.
- C.
  - 1. For the purpose of this Article, a reassignment shall mean a change in assignment within a building but not a change in classification.
  - 2. A transfer shall mean a change between buildings, but not a change in classification.
- D. The Board agrees to consult with the Association prior to the creation of any new job classification within the bargaining unit. The Board agrees to negotiate with the Association the length of the work year and the hourly rate of pay of any newly created job classification.
- E. When transfers or reassignments in personnel covered by this Agreement must be made, notice of such transfers and reassignments must be given ten (10) working days in advance.
- F. Each applicant will be informed in writing as to the approval or denial of their request for transfer within ten (10) working days following the closing date for applications.
- G. It is agreed between the Board and the Association that in no event shall the filling of any vacancy, or the reassignment, transfer of any employee be subject to the grievance procedure, providing that the procedures outlined above have not been violated.

## **ARTICLE XI**

### EMPLOYMENT STATUS

- A. Probationary Period
  - 1. All new employees covered by this agreement will serve a probationary period of three months. During this time, the employee shall be formally evaluated twice by their immediate supervisor.
  - 2. At the end of the three-month period, the employee will either be placed on continuing employment or be dismissed.
- B. Continuing Employment
  - 1. Employees who have successfully completed their probationary period shall be entitled to continuing employment and shall not be discharged except for reasonable and just cause.

Employment Status – Continued

- C. Seniority

1. Seniority shall be defined as length of continuous service with the school district and shall be computed from the latest date of hire.
2. Separate seniority lists shall be kept for the group consisting of the Payroll Bookkeeper and General Secretaries and a separate seniority list shall be kept for the Media Assistants. The lists shall remain separate and there shall be no cross-over rights between the lists.
  - a. Whenever the Board determines a vacancy in the secretarial classification (Payroll Bookkeeper, General Secretary) exists, such vacancy will be announced per the procedures described in Article X, Section B. Media Assistants who make application for said vacancy will be provided an opportunity to take a series of tests administered by the District, if the District deems it necessary in order to be placed in said vacancy. The Media Assistant must pass said series of tests to the District's satisfaction. It is understood that a Media Assistant who previously had accumulated seniority in the secretarial classification (Payroll Bookkeeper, General Secretary) retains the right to move back into the secretarial classification, provided that a vacancy exists in the secretarial classification and that the employee has greater seniority than any laid off person in the secretarial classification.
  - d. Whenever the Board determines a vacancy in the media assistant classification exists, such vacancy will be announced per the procedure described in Article X, Section B. Secretaries (Payroll Bookkeeper, General Secretary) actively employed by the District who make application for said vacancy will be assigned to said vacancy, provided that no Media Assistant makes application for said vacancy.
3. A seniority list shall be prepared annually by February 15. Such list shall be posted in all buildings of the school district and a copy provided to the Association.
4. Upon the employee's severance of a working relationship with the District, seniority shall be lost.
5. Clerical employees currently assigned to non-bargaining unit positions and who shall later be returned to the bargaining unit shall be entitled to seniority credit for his/her entire length of service to the South Redford School District including non-bargaining unit service, and shall be placed on the clerical pay schedule consistent with such accumulated seniority. A bargaining unit employee who shall become assigned to a non-bargaining unit position and who shall later be returned to bargaining unit status shall be entitled to seniority credit acquired as a bargaining unit employee and shall be placed on the clerical pay schedule consistent with such accumulated seniority.

## **ARTICLE XII**

### **REDUCTION OF STAFF**

- A.
  - 1. When, in the opinion of the Board, it becomes necessary to reduce the number of clerical employees in the school district, the Board may lay off the requisite number of personnel in inverse order of their seniority in their classification.
  - 2. When, in the opinion of the Board, it becomes necessary to reduce the number of Media Assistants in the school district, the Board may lay off the requisite number of personnel in inverse order of their seniority.
- B. In the event of a reduction of staff, an employee and the Association shall be given at least fifty (50) calendar days advance notice.
- C. When clerical employees are to be recalled following reduction of staff, said employees will be recalled in reverse order of reduction.
  - 1. In the event of a recall, the clerical employee shall be given at least fifteen (15) working days advance notice. Such notification shall be in writing with a copy to the Association. The notification shall be sent by certified mail, return receipt requested, to the employee's last known address.
  - 2. In the event the clerical employee fails to make him/her available at the end of fifteen (15) working day period, he/she shall lose seniority rights under this Agreement and is thereby terminated.
- D. When Media Assistants are to be recalled following reduction of staff, said employees will be recalled in reverse order of reduction.
  - 1. In the event of a recall, Media Assistants shall be given at least fifteen (15) working days advance notice. Such notification shall be in writing with a copy to the Association. The notification shall be sent by certified mail, return receipt requested, to the Media Assistant's last known address.
  - 2. In the event the Media Assistant fails to make him/her available at the end of fifteen (15) working day period, he/she shall lose seniority rights under this Agreement and is thereby terminated.
- E. A person laid off for more than three (3) years shall be considered permanently terminated.

## **ARTICLE XIII**

### **SEQUENTIAL CORRECTION**

- A. The Board, through its administrative personnel, in recognition of the concept of sequential correction, shall notify the clerical person in writing of alleged misconduct which, if continued, may result in formal discipline up to and including loss of pay and/or suspension or discharge.
1. Identify the misconduct;
  2. Indicate expected correction;
  3. Establish a period for correction; and
  4. Identify formal disciplinary action to be taken in event misconduct is repeated.
- B. A supervisor shall hold a conference with the clerical person as soon as practicable to discuss the aforementioned notice.
- C. No employee shall be given a written or oral reprimand or notice of any type of discipline by a supervisor or administrator in the presence of any other person, except that an Association representative may be there at the request of the employee.
- D. In the event of an alleged misconduct of a nature that would warrant immediate disciplinary action, up to and including suspension, demotion or discharge, the following procedures will be adhered to:
1. The Assistant Superintendent of Schools will review the alleged misconduct. Should it be determined that said misconduct warrants immediate disciplinary action up to and including suspension, demotion or discharge, the employee will be so advised.
  2. All charges against the employee will be in writing, signed by the Assistant Superintendent of Schools and filed with the Secretary to the Superintendent of Schools. The Assistant Superintendent of Schools will furnish the employee with a written statement of the charges.
  3. Said employee may appeal the disciplinary action to the Superintendent of Schools. Such request must be filed in writing with the Superintendent of Schools within five (5) working days from the date of receipt of notice of disciplinary action. Failure of the employee to appeal within the time limits set forth shall be deemed to be an acceptance of the disciplinary action previously rendered and shall constitute a waiver of any future appeal concerning said disciplinary action.
  4. The Superintendent of Schools shall conduct an appeal hearing within thirty (30) working days of request for said appeal. A determination of the appeal hearing shall be made within ten (10) working days of said hearing.

#### Sequential Correction – Continued

5. During said appeal hearing, the employee shall have the right to be represented by legal counsel and to present witnesses and documentary evidence.

6. During the course of said appeal, all correspondence and materials pertaining to said investigation shall be kept in a file separate from the employee's personnel file.
7. Should any such hearing/investigation prove that an injustice has been done, the employee will be reinstated and compensated for the period said employee was disciplined, less any unemployment benefits, disability benefits, Worker's Compensation benefits or any other earnings.

## **ARTICLE XIV**

### ABSENCES

#### A. Sick Leave - Continuing Employees

1. During any one school year, clerical employees shall be provided unlimited sick leave time for sporadic illnesses. In the event of extended illness, each clerical employee shall be given a maximum allowance of 130 sick leave days. Each absence shall be examined by the immediate supervisor and a physician's statement shall be furnished by the clerical employee at the immediate supervisor's request if the clerical employee's record indicates a possible abuse of the sick leave program. If, in the opinion of the immediate supervisor, the conditions causing the absence justify compensation, a recommendation will be made to the Superintendent that the clerical employee's salary be continued during the period of absence. If, in the opinion of the immediate supervisor, the conditions causing the absence do not justify compensation, a recommendation will be made to the Superintendent that the clerical employee's salary not be continued during the period of the absence. Approval of the Superintendent of each recommendation is required. Absences occurring within 90 calendar days as a result of previous illness and/or disability for which sick time was used shall be credited to the original 130 working day period. Illness and/or disability occurring after 90 calendar days will be recognized as a new illness and/or disability for which eligibility for sick leave time will be completely re-established.
2. Provisions for Reporting Absence Due to Illness
  - a. The first day of absence shall be reported to the district office via AESOP, with an email to the immediate supervisor prior to 7:30 A.M. on the day of the absence. Prior to 7:30 A.M., clerical may call 313-242-0521.
  - b. If the absence will continue, the clerical employee shall notify the immediate supervisor to this effect by email, with an update to AESOP before 2:00 P.M. of the first day and each succeeding day of absence. If notice is not received by the above specified time, it will be assumed that the clerical employee shall return to duty the following day.

Absences – Continued



- c. In case of prolonged illness, and if the immediate supervisor has been so notified, the clerical employee is not required to make daily contact with the immediate supervisor's office.

3. Prolonged Illness

For an absence due to illness in excess of three (3) working days, the immediate supervisor may request the clerical employee to have her attending physician prepare a statement verifying the illness and suggesting the anticipated length of absence. In case of prolonged illness, the immediate supervisor may request, as deemed necessary, additional statements from the clerical employee's physician.

4. Absence Due to Illness Before or After Legal Holidays

The day immediately preceding or the day immediate following a legal holiday will not be recognized by the Board as sick leave unless it is part of a continuing sick leave, with the exception, however, of such cases which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will, upon request, be reviewed by the Superintendent to determine whether such time will be granted.

5. Illness/Disability in Immediate Family

When a clerical employee is absent from duty because of a serious illness/disability in the immediate family, or when emergency illness/disability in the family requires a clerical employee to make arrangements for necessary medical or nursing care, such absence shall be reviewed by the immediate supervisor as provided in paragraph one (1) of this sick leave policy. Immediate family shall be interpreted as husband, wife, son, daughter, mother, father, brother, sister, grandparent, father-in-law and mother-in-law of said clerical employee.

6. Employee on Medical Leave

An employee on a medical leave may return to his/her former classification within one year of the onset of the illness. During this one (1) year period of time the Board may post a temporary vacancy or may fill the position with a substitute. After one (1) year, an employee is entitled to return to the bargaining unit.

B. Sick Leave - Probationary Employees

Probationary employees shall be entitled to a "sick leave" allowance of one day per month cumulative for each full month of service until such time the employee is entitled to continuing employment or is dismissed.

Absences – Continued

C. Personal Leave

1. Personal leave days may be provided for legitimate business, professional, and family obligations which cannot be met outside the regular work day. They are not provided for casual or indiscriminate use. A statement of purpose to the clerical employee's immediate supervisor is required prior to the leave. Personal leave must be arranged with the immediate supervisor at least twenty-four (24) hours in advance of the anticipated absence. If, in the opinion of the immediate supervisor, the conditions causing the personal leave justify compensation, a recommendation is made to the Superintendent that the clerical employee's salary be continued during the period of personal leave.

2. Personal Days Restricted

The day immediately preceding or the day immediately following a legal holiday will not be recognized by the Board as a personal leave day, with the exception, however, of such cases which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will, upon request, be reviewed by the Superintendent to determine whether such time will be granted.

D. Bereavement Days

A clerical employee may be absent up to five (5) days in the event of death of the employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandparent, or other member of said employee's immediate household.

E. Jury Duty

Employees required to appear of jury duty shall receive their full pay from the school district for such time lost as a result of such duty, less any compensation received for such duty. Mileage allowance is not considered as jury compensation. Employees must notify their immediate supervisor within 72 hours of receipt of such notice.

F. Sick Leave - Media Assistants

Media Assistants shall be entitled to one (1) day sick pay (pro rata to hours worked/day) per month not to exceed a maximum of ten (10) days per year.

## **ARTICLE XV**

### **LEAVES OF ABSENCE**

A. Extended Leaves of Absence - General Provisions

1. Employees on authorized leaves of absence for military service, Peace Corps, or VISTA shall accumulate seniority during the period of the leave of absence. No employee on other extended leaves of absence shall be entitled to accumulate seniority during the period of such leave.
2. Leaves of absence shall not be granted when it is determined by the Board that financial gain is the major purpose.
3. Return to duty from leaves of absence of one semester or more is subject to the following conditions:
  - a. The Board may require evidence of satisfactory health before the employee is returned to duty.
  - b. The Board cannot guarantee the return of any employee to a specific building or assignment at the conclusion of the leave of absence.

B. Military Leave

A leave of absence for military service, without salary, shall be granted upon written request to any clerical employee who enters a branch of the armed services of the United States. Such employee shall retain and continue to accumulate seniority during her service period provided that she applies for reinstatement with the school district within thirty (30) days after honorable discharge. Such clerical employee shall be returned to her former position as soon as it is practicable to do so.

C. Peace Corps Leave - VISTA Leave

A leave of absence, without salary, will be granted upon written request to clerical employees who elect to join the Peace Corps as full-time participants in such program. Such leave may not extend for more than two (2) school years and said clerical employee shall retain and continue to accumulate seniority during her service period, provided that she applies for reinstatement with the school district within thirty (30) days after release from such program. Such employee shall be returned to her former position as soon as it is practicable to do so.

D. Maternity Leave

1. A maternity leave of absence, without salary, of up to one (1) year may be granted an employee upon written request and upon certification of pregnancy by the employee's physician. Such written request will state the date at which the leave will commence, provided, however, that such date shall be at least thirty (30) school days following the written request. Such written request will also indicate the termination date of the leave.

## Leaves of Absence - Continued

2. Reinstatement shall be granted upon the termination date of said maternity leave provided the employee, in consultation with her physician, deems it advisable to return to service. The employee shall notify the Board at least sixty (60) days in advance of her desire to return to her former position.

### E. Adoption Leave

1. A leave of absence, without salary, of up to one year, may be granted upon written request for the purpose of adopting a child. Such written request shall state the date on which the leave shall commence and said date shall be at least ten (10) school days following said request. The Board may waive the above ten (10) day period upon presentation of official verification of receipt of the child by the employee requesting such leave in writing. The employee shall make every effort to keep the Board informed as to the state of the pending adoption. All written requests shall indicate the termination date of the leave.
2. Reinstatement will be granted upon the termination date of said adoption leave. The employee shall notify the Board at least sixty (60) days in advance of her desire to return to her former position.

### F. Other Leaves

An employee who does not qualify for a leave authorized by this Agreement may, with the consent of the Board, be granted an extended leave of absence for special personal reasons acceptable to the Board. Such leave shall be without salary and may not exceed a period of one (1) year. The employee requesting the leave shall give definite assurance that he/she intends to return to the employ of the Board following the termination of the leave.

## **ARTICLE XVI**

### INCLEMENT WEATHER

- A. When school is canceled and official public notice over radio stations (radio stations WJR and WWJ) is announced, employees will not be required to report to work and shall not suffer any loss of pay.
- B. Employees reporting when school is canceled and who are requested to remain by their immediate supervisor will receive compensatory time or straight time pay at the employee's request.

## **ARTICLE XVII**

### **RETIREMENT**

#### **A. Retirement Severance Pay**

Clerical employees who have worked a total of 10 years in the South Redford School District shall be eligible to receive a severance allowance for each year of service to the South Redford School District in the following amount for each year served:

Effective July 1, 1992:      \$300.00

## **ARTICLE XVIII**

### **RESIGNATION**

- A.** Any clerical employee desiring to resign shall file a resignation form with the Board at least ten (10) working days prior to the effective date.
- B.** Any clerical employee who discontinues her services does not forfeit the right to earned vacation time.
- C.** Any clerical employee who resigns and decides to return does not retain prior seniority.

## **ARTICLE XIX**

### **PROFESSIONAL GROWTH PLAN**

- A.** The Board encourages professional development for all clerical employees. A clerical employee or a media assistant assigned to work on a regular basis in excess of thirty (30) hours per week who successfully completes employment-related training beneficial to their job will be reimbursed for tuition costs. In addition, clerical employees or media assistants who successfully complete ten (10) semester hours of employment-related courses at an approved institution of higher learning will be eligible for an annual wage improvement in the amount of \$500. (Clerical employees or media assistants currently employed who have successfully completed employment-related courses since January 1, 1981, may submit transcripts and other pertinent information to the Personnel Office for review in order to determine the appropriateness of the course work.) The employee must have the approval of the immediate supervisor and the Superintendent prior to enrollment. Payment will be authorized by the Superintendent after receipt of evidence of successful completion of course work and recommendation of the employee's supervisor.
- B.** The Board agrees to provide employees necessary in-service training for use of new types of equipment.

## **ARTICLE XX**

### **PROTECTION OF CLERICAL WORKERS**

- A. The Board shall reimburse a clerical worker, in an amount not to exceed \$250.00, for loss, damage, or destruction of her personal property of a kind normally worn or brought into one's assigned building when such property is located in one's assigned building and when same has not been caused by the negligence of the clerical worker. This obligation shall not encompass normal wear, tear, or gradual deterioration of property or loss of money.
- B. Any established acts of vandalism to motor vehicles of a clerical worker while on duty at school, or an authorized school function, shall be investigated by the Board for possible reimbursement. Such possible reimbursement shall not exceed \$250.00.
- C. These above-stated obligations shall extend only to that portion of any such losses not covered by insurance of said clerical worker.

## **ARTICLE XXI**

### **PROFESSIONAL CONFERENCES**

- A. An employee's request to attend a conference shall be presented to his/her supervisor for consideration. Travel, meals, lodging and registration shall be deemed appropriate expenses by the Board. In the event that the expense of attending a conference so authorized by the administration places such a burden on the established conference budget as to be prohibitive, the employee and the Board may mutually agree to share the burden of such expense.
- B. Within ten (10) days after return from an approved conference, the employee shall file with the supervisor and the Superintendent, a written report of all meetings attended, and shall be expected to make an oral report on request of the supervisor.
- C. A district expense report form with accompanying supporting receipts shall be filed by conference participants with the supervisor within ten (10) days after return from the conference.

## **ARTICLE XXII**

### **TRAVEL REIMBURSEMENT**

When outside travel is required of employees of the district, said employees shall be reimbursed mileage at an allowance as established by the Board.

## **ARTICLE XXIII**

CONTRACT DISTRIBUTION

Copies of this agreement will be provided on line. Copies of the Board Policy Manual shall be distributed with copies of the Master Agreement to all employees upon initial employment. Copies of Board Policy Manual revisions shall be distributed to all employees as revisions are made.

**ARTICLE XXIV**

COMPENSATION

The hourly rate schedules covered by this Agreement are set forth in Appendix A to this Agreement which are attached hereto and made a part hereof.

**ARTICLE XXV**

HOLIDAYS AND VACATIONS

Holiday Leave

District clerical personnel who are scheduled to work on the listed holidays will receive the following paid holidays each year:

New Year's Day	Labor Day
January 2	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	December 26

One full day when December 24 is a working day.  
One full day when December 31 is a working day.

When a holiday falls on Saturday or Sunday, the employer shall decide whether it will be observed on Friday or Monday. When a teacher calendar includes any contractual holiday as a work day, that holiday will be moved to another day, by mutual agreement.

Vacations

Vacation periods shall be subject to the approval of the Superintendent of Schools. When a vacation period includes a holiday, an additional day is authorized. Other paid time off from regular duties (early dismissal, etc.) shall remain the prerogative of the Superintendent.

Holidays and Vacations - Continued

Vacation days for newly hired clerical employees shall be computed at a rate of one-half (1/2) day per month to a maximum of five (5) days for the first fiscal year ending.

- Ten (10) days vacation will be earned at the completion of the second fiscal year.
- Eleven (11) days vacation will be earned at the completion of the sixth fiscal year.

Employees who have completed ten (10) years of service shall receive fifteen (15) days with pay.

After 12 years service - Sixteen (16) days with pay  
After 13 years service - Seventeen (17) days with pay  
After 14 years service - Eighteen (18) days with pay  
After 15 years service - Nineteen (19) days with pay  
After 16 years service - Twenty (20) days with pay

Effective July 1, 1978, employees whose work year consists of fifty (50) weeks shall receive one (1) additional paid vacation day.

Vacation days must be used by August 30 of each year, unless mutually agreed upon by the employee and the Employer.

## **ARTICLE XXVI**

### **GROUP INSURANCE PROTECTION**

The Board agrees to provide for all employees working at least an average of thirty (30) hours per week group insurance programs, with the exception of Media Assistants who may work up to thirty-five (35) hours per week without insurance benefits, subject to the conditions as described below.

Employees working less than forty (40) hours per week and more than thirty (30) hours per week will receive prorated benefits. If they choose to receive the insurance, they will be responsible for the difference in premium cost. The prorated benefits do not apply to current employees hired before October 31, 2007, for the duration of this agreement.

Newly hired employees become eligible for benefits after successfully completing their probationary period. Newly hired employees for part-time assignments or full-time employees who request part-time assignments will receive pro rated benefits, and if they choose to receive the insurance, will pay the difference in premium costs. Thirty (30) hours per week are needed to qualify for this benefit.

Group Insurance Protection – Continued

A. Health/Hospitalization –2008-2013 School Years:



The Board shall make full premium contributions for each employee and his/her dependents upon written application for health benefits through the MESSA CHOICES PPO, \$10/\$20 Drug Rider. As defined in the certificate of coverage on July 1, 2008, through March 31, 2009. As defined in the certificate of coverage effective April 1, 2009, all employees eligible for MESSA CHOICES PRO at \$10/\$20 Drug Rider, will continue with same level of health benefits through Aetna's Open Choices PPO \$10/\$20 Drug Rider. As defined in the Certificate of Coverage, effective September 1, 2010, all eligible employees will continue with same level of health benefits through Blue Cross Blue Shield Community Blue PPO+HRA, \$5/\$25/\$50 Drug Rider.

Dependents shall be as defined by the United States Internal Revenue Code.

A committee shall be established to review coverage through other plans and carriers. The carrier may be changed if the committee agrees that substantially equivalent coverage can be obtained at a significant savings to the Board. In no event shall the aggregate benefit be less than those provided by MESSA CHOICES PPO, or Aetna's Open Choices \$10/\$20 Drug Rider.

The following provisions shall apply to the Group Insurance Program:

1. Employees shall pay a Co-pay of \$0.
2. Employees recalled to part-time assignments will receive the same benefits as full-time employees.

B. Dental – 2008-2013 School Years:

The Board shall make full premium contributions for each employee and his/her dependents upon written application for dental benefits. The carrier for dental coverage shall be MESSA/Delta Dental Plan Auto + (Class I 100%-90%; Class II 90%) with 007 Rider (Class III 80% - Lifetime max \$2,500 per eligible person; annual maximum \$1,500). A committee shall be established to review coverage through other plans and carriers. The carrier may be changed if the committee agrees that substantially equivalent coverage can be obtained at a significant savings to the Board. In no event shall the aggregate benefit be less than those described above. Effective April 1, 2009, all employees eligible for MESSA/Delta Dental Plan will continue with the same level of benefits as defined in the Certificate of Coverage through Aetna's ADN Dental Network PPO.

C. Long-Term Disability – 2008-2013 School Years:

1. The Board shall provide without cost to the employee, long-term disability insurance assuring payment to the employee in the event of illness and/or disability at the following rate:

Group Insurance Protection – Continued

- a. Monthly benefits will commence after 180 calendar days of illness and/or disability or the exhausting of 130 sick leave days, whichever occurs last, and be

payable at 66 2/3% of the employee's annual salary to age 65 years according to the insurance policy in effect, to a maximum of \$2,500.

- b. Benefits will be reduced by amounts received from other employer-sponsored sources including, but not limited to Workmen's Compensation, Social Security and Michigan Public School Employee's Retirement Fund. Provided, however, a rise in Social Security disability and/or Michigan Public School Employees' disability benefits shall not be subtracted from disabled employees' benefit for which the carrier is initially liable.
2. Employees eligible for long-term disability benefits shall have been actively at work at least one day after the effective date of long-term disability coverage, and prior to any illness and/or disability for which benefits are claimed.
3. Long-term disability coverage shall terminate as specified in the insurance contract. Coverage of employees who leave their employment with the Board shall terminate on the date the employee ceases to be actively engaged in work with the Board.

D. Vision – 2008-2013

1. Vision Service Plan (VSP) III

As defined in the Certificate of Coverage effective July 1, 2008 through March 31, 2009.

2. Aetna's National Vision Administrator (NVA)

As defined in the Certificate of Coverage, effective April 1, 2009.

The carrier may be changed if the committee (referred to in Sections A and B) agrees that substantially equivalent coverage can be obtained at a significant savings to the Board. In no event shall the aggregate benefit be less than those provided by the VSP-III plan. In no event shall the aggregate benefit be less than those provided by the VSP III plan for Aetna's National Administrator (NVA).

E. Term Life Insurance (Employee Only) \$29,000 A.D. & D.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment. Maintain additional \$5,000.00 benefit for those employees opting for health benefits coverage.

F. In the event of written authorization by employees for benefits in excess of the program authorized by the Board, or in the event of written authorization by employees for additional coverage, payroll deductions are authorized by the Board.

Group Insurance Protection – Continued

G. For newly employed and/or recalled employees, such coverage shall begin on the first day of the month following the first day of employment, except in such instances where the coverage would be provided at no cost to the employer.

- H. The Union agrees that the Board retains the right of final determination with respect to the selection of a group insurance carrier, except as otherwise provided in this Article.
- I. If an employee who has elected two-person or family hospitalization insurance coverage dies, the Board will continue to pay the premiums for such hospitalization coverage for a period of six (6) months following the employee's death, provided that the surviving spouse is not eligible for coverage through a comparable plan.
- J. Waiver of Hospital and Medical Insurance
  - 1. Married employees, with or without dependents, who do not elect to enroll in the hospitalization plan described in Section A are eligible for a stipend in the amount of \$1,800 per year.
  - 2. An employee may elect to change from the stipend arrangement to the hospital-medical insurance program by reason of a change in marital status, a change in the employment status of a spouse carrying health insurance, or by reason of the death of a spouse or dependent, or the addition of a dependent. Otherwise, an employee may change from the stipend program to the hospital-medical insurance program, or the reverse, for the forthcoming year only between August 1 and September 1.
  - 3. The liability of the Board to make contributions to the stipend program for the benefit of any employee whose employment, for any reason, is terminated by the Board, shall terminate with the pay for the last pay period in which the employee was actively employed by the Board.
  - 4. Application for a stipend in lieu of hospital-medical insurance must be made during the period of August 1 through September 1.
- K. Unless otherwise provided for in this Agreement, the above insurance benefits shall not be extended to employees on leaves of absence.
- L. Dental, Vision, Life and Hospital-Medical Insurance Extension of Coverage
  - 1. Benefits shall be extended to employees for dental, vision, life and hospital-medical insurance coverage (as well as eligibility for a stipend contribution by the Board) but shall cease as herein described:
    - a. To any employee who resigns or retires from employment with the Board during the school year - at the end of the month in which his/her resignation or retirement is effective.

Group Insurance Protection – Continued

- b. To any employee who resigns or retires from employment with the Board at the end of the school year - on the last day of August following such last duty day.

- e. To any employee on layoff - two months following the month in which layoff occurs.
  - d. To any employee commencing an approved leave of absence without pay during the school year - at the end of the month in which the leave commences.
  - e. To any employee commencing an approved leave of absence without pay at the end of the school year - on the last day of August following such last duty day.
  - f. Any employee receiving Long Term Disability benefits for a period of two consecutive years - at the end of the month in which the person completes their 2nd year of Long Term Disability benefits. At the end of the two year period, the employee must apply for and show proof of denial for disability retirement from MPSERS and the Social Security Administration. In the event the employee has been denied disability retirement, the District will continue to provide hospitalization for an additional year. The employee must reapply and show proof of denial on an annual basis to continue hospitalization benefits. In no event will the District provide hospitalization benefits for more than a four-year period.
  - g. To any employee placed upon or who is granted disability retirement status, and who is eligible for state retirement benefits - at the end of the month in which retirement takes place, except as provided in Section "f" of this Agreement.
  - h. The liability of the Board to make contributions to a stipend program for the benefit of any employee who, for any reason, terminates his/her employment with the Board during the school year, shall terminate with the pay for the last pay period in which actively employed by the Board.
  - i. The liability of the Board to make contributions to a stipend program for the benefit of any employee who, for any reason, terminates his/her employment with the Board at the end of the school year, or who is placed on layoff, shall terminate two months following the month in which the termination/layoff took place.
- M. A committee comprised of Union representatives and representatives of the Board shall begin meeting in October of 1993 to examine alternatives to the current benefit program including but not limited to such alternatives as cafeteria plans, flexible benefit plans, third party administration of benefits, and co-pay modifications. Recommendations must be ratified by both parties if they are to become effective.

#### Group Insurance Protection – Continued

- N.
- l. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning the nature,

extent and duration of benefits, eligibility and termination of coverage, and other matters related to insurance benefits.

2. The Board, by payment of the premiums required to provide the coverage set forth in the Article, shall be relieved from all liability with respect to the benefits provided by the insurance coverage's as above described.

The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in liability for the Board or Association nor shall such failure be considered a breach of either of them of any obligation under this Article.

3. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established under Article VIII of the Master Agreement.
- O. In the event a National Health Care Plan is enacted during the life of this contract, a committee comprised of Union representatives and Board representatives will meet to examine their possible ramifications of such a plan.

## **ARTICLE XXVII**

### CONTINUING CONTRACT REVIEW

- A. The Board and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.
- B. An Implementation Committee shall be formed for the purpose of reviewing the working effectiveness of the contract and to attempt to resolve problems that might arise in its implementation.
  1. The Implementation Committee shall be composed of not more than three (3) administrators appointed by the Superintendent, and not more than three (3) clerical workers appointed by the Association.

#### Continuing Contract Review – Continued

2. The Implementation Committee shall meet as a minimum on the last school day Thursday of the months of November, January, March and May. These meetings are not intended to bypass the grievance procedure.

3. All meetings between the parties will regularly be scheduled to take place as promptly as possible, at times when the clerical workers involved are free from assigned responsibilities.
  4. Each party will submit to the other on or before the Thursday prior to the meeting, an agenda covering what they wish to discuss.
  5. Failure to reach mutual agreement on any item discussed shall not constitute an unfair labor practice or be the basis for a grievance.
  6. Salary items shall not be considered under the terms of this Article.
  7. Items considered under this Article shall not be subject to the mediation or fact-finding procedures of Public Act 379.
- C. Should the efforts of the Implementation Committee result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association.

## **ARTICLE XXVIII**

### PROVISIONS CONTRARY TO LAW

If any provision of the Agreement shall be found to be contrary to law, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

## **ARTICLE XXIX**

### DURATION OF AGREEMENT

- A. This Agreement, all of its provisions and appendices, shall be effective as of July 1, 2008. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:
1. Ratified by a majority of the members of the Association voting at a meeting duly called for such purpose; and
  2. Approved by the Board of Education of the South Redford School District by resolution duly adopted.

Duration of Agreement - Continued

- B. This Agreement shall continue in full force and effect to and including June 30, 2013, and thereafter for successive one (1) year periods, unless notice of termination is given in writing by either party to the other, not less than 60 days prior to June 30, 2013, or successive anniversaries of such date, and upon the giving of such notice, this Agreement shall terminate as of June 30, 2013, or successive anniversary of such date, as the case may be.

- C. Excepting as provided in the above paragraph, it is agreed that neither party shall demand any modifications to this Agreement; nor shall either party be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered herein, even though the same may not have been within the knowledge or contemplation of either party at the time of negotiation of this Agreement.
- D. To the full extent permitted by law, this Agreement shall be binding upon the Board of any school district into which, or with which, this District shall be merged or combined.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this 26 day of July, 2010.

FOR THE BOARD

FOR THE ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Union Negotiator

\_\_\_\_\_  
Union Negotiator

\_\_\_\_\_  
Date

**APPENDIX A**  
**SROPA HOURLY RATES**

2008-2013

<b>Classifications</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>
Payroll Bookkeeper Data & Technical Services	\$ 17.29	\$ 18.06	\$ 21.65	\$ 22.07	\$ 22.51	\$ 22.74
<b>General Secretary</b> Central Office High School	\$ 16.70	\$ 17.52	\$ 20.69	\$ 21.10	\$ 21.53	\$ 21.74
<b>General Secretary</b> Switchboard High School Middle School Elementary School Student Services	\$ 16.08	\$ 16.90	\$ 20.02	\$ 20.43	\$ 20.83	\$ 21.04
<b>Media Assistant</b>	\$ 12.75	\$ 13.22	\$ 13.48	\$ 13.48	\$ 13.48	\$ 13.48
<p>Hourly rate remains the same. Employees will receive a one-time payment of \$375.00 during the 2010-2011 school year. This is not part of the hourly rate schedule-</p> <p>2008-2009 \$0                  2009-2010 \$0                  2010-2011 \$375.00 – off schedule to those employed on 7/1/2010                  2011-2012 Option for wage reopener                  2012-2013 Option for wage reopener</p>						
<p><b>Longevity:</b> Beginning 11<sup>th</sup> year = \$800</p>						



## **APPENDIX B**

### **SOUTH REDFORD OFFICE PROFESSIONALS ASSOCIATION DUES CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

TO: Superintendent of Schools  
South Redford School District

I, the undersigned, acknowledge that I am a member of the South Redford Office Professionals Association, an affiliate of the to deduct from my earnings and forward to the South Redford Office Professionals Association membership dues in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year of my employment with the school district thereafter unless written notice of revocation is given by me to the Board of Education and the South Redford Office Professionals Association, between June 1 and September 1 preceding the designated school year for which the revocation is to take effect.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## APPENDIX B

### SOUTH REDFORD OFFICE PROFESSIONALS ASSOCIATION REPRESENTATION FEE CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

TO: Superintendent of Schools  
South Redford School District

I, the undersigned, hereby authorize the school district as my employer to deduct from my earnings and forward to the South Redford Office Professionals Association, a representative fee equivalent in amount to the membership dues of the Association as certified by said Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year of my employment with the school district thereafter unless written notice of revocation is given by me to the Board of Education South Redford Office Professionals Association, between June 1 and September 1 preceding the designated school year for which the revocation is to take effect.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature