

# AGREEMENT

between the

REDFORD UNION  
BOARD OF EDUCATION

and the

REDFORD UNION  
EDUCATIONAL ASSISTANTS  
ASSOCIATION

**July 1, 2008 – June 30, 2012**

**REDFORD UNION  
EDUCATIONAL ASSISTANTS ASSOCIATION**

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## **AGREEMENT**

This Agreement is entered into this 11<sup>th</sup> day of January, 2010 by and between the Board of Education of the Redford Union Schools (hereinafter referred to as the Employer), and the Redford Union Educational Assistants Association (hereinafter referred to as the Association).

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established practice, policy, rule, or regulation, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement.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.

## **PREAMBLE**

WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Board and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment:

The Board and the Association do hereby set forth and memorialize this, their full agreement.

## **ARTICLE I: RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all of its employees in the bargaining unit, described and defined as:

All full time and regular part-time educational assistants and behavioral specialist in the PRE K-12 instruction program, excluding supervisors, substitutes and all other employees.

- B. The term "employee", singular or plural, when used hereinafter in this Agreement shall mean a member of the bargaining unit as defined hereinabove.

## **ARTICLE II: RESERVATION OF RIGHTS**

- A. It is expressly agreed by and between the Employer and the Association that the Employer hereby reserves and retains unto itself to exercise without prior negotiation all authority, rights, powers and prerogatives vested in it as a public employer of the State of Michigan, including, but not limited to the following functions.

1. The management of the school district and the direction of the employees, including but not limited to the establishment and enforcement of work rules, the assignment of work to employees, the right to hire, assign, transfer, promote,

discharge, discipline, lay off and recall employees and to maintain discipline and efficiency, the scheduling of work days, hours and shifts, the determination of the number and kinds of classifications to be established, continued, or discontinued, the number of employees in such classifications and the work to be performed.

2. Determine the amount and size of the management organization, determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distribution or disseminating, methods and standards of operation, the means, methods, and processes of accomplishing the work, and the institution of new and/or improved methods or changes therein; determine the number and location or relocation of its facilities and schools, including the establishment and closing of such schools and facilities; determine the place where work is to be performed and the distribution of work, and the source of materials and supplies; determine the policy affecting the selection and training of employees.
- B. The exercise of foregoing authority, rights, powers and prerogatives by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited to only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE III: SENIORITY**

- A. All new employees hired in the unit shall be considered as probationary for the first one hundred eighty (180) calendar days of their employment. When an employee completes the probationary period he/she will be entered on the seniority list and the seniority date shall be established as one hundred eighty (180) calendar days prior to the date of completion of the probationary period.
- B. There shall be no seniority among probationary employees. No employee shall bring his/her seniority from a previous occupation within or outside of the school district.
- C. The employer shall prepare, maintain and post the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the Association by January 15 of each school year. The final seniority list shall be signed and dated by the Association President and the Employer.
- D. Where more than one employee begins employment on the same date, seniority shall be determined by a drawing to be held among those employees at the completion of the probationary period. The drawing shall be held at the Employer's personnel office at a date and time agreed upon by the Employer and the Association. Those employees and representatives of the Employer and Association shall be present and each employee, in alphabetical order by last name, shall draw a number to determine his/her seniority ranking in relation to one another.

- E. The employee shall retain all seniority rights while on leave or layoff. The employees will receive an increment once they have returned from their absence and work the same number of days in excess of the initial forty-five (45) days.
- F. An employee shall lose all seniority by resignation, retirement, discharge, quit or abandonment.

#### **ARTICLE IV: ASSIGNMENTS AND TRANSFERS**

- A. Notice of opportunities for transfers of employees from one assignment to another and new hires shall be provided to the president of the Association at least ten (10) work days prior to making a decision to hire a new employee.
- B. A vacancy shall be defined as a newly created position or a present position that is not filled.
- C. All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays.
- D. Vacancies shall be filled with the most senior/qualified applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most senior.
- E. Employees may make application for transfer submitted to his/her supervisor in writing by the deadline set forth in the notice to the president of the Association.
- F. Consideration shall be given to the qualifications, experience and ability of existing employees making application for assignment to the positions before hiring a new employee.
- G. Substitutes may be used in assignments constituting opportunities for transfers until a final decision is made by the supervisor whether to make the assignment by transfer or new hire.
- H. Under normal circumstances, employees shall be notified in writing of their assignments for the next school year no later than June 15. In the event of a change in assignment made after June 15, the employee will be notified prior to the beginning of the next school year.
- I. Normally, substitutes may be used for not more than thirty (30) days in vacant positions. In such circumstances where administration feels it is in the best interest of the district to retain a substitute for any period greater than thirty (30) days, the administration will discuss these circumstances with the association in an effort to come to a mutually agreeable conclusion.
- J. The names of individuals who fill vacancies within the bargaining unit will be communicated to the bargaining unit president within ten (10) working days of hiring date.

- K. Whenever a bargaining unit member substitutes for a certified teacher(s), he/she shall be compensated at a rate of \$6.00 (six dollars) above his/her current hourly rate for such time. The above rate will be prorated based on the number of class periods worked, with a seven (7) class period per day.

## **ARTICLE V: LAYOFF AND RECALL**

- A. When the Employer decides to reduce the number of employees in full-time positions, full-time employees shall be reduced in reverse order of seniority in the full-time classification, provided there is a more senior full-time employee available who can perform all the duties of the remaining full-time positions. Upon request, employees reduced from full-time positions shall be retained in remaining part-time positions provided they are more senior than the part-time employee and can perform all the duties of the remaining part-time positions. When the Employer decides to reduce the number of employees in part-time positions, part-time employees shall be reduced in reverse order of seniority in the part-time classification, provided there is a more senior employee available who can perform all the duties of the remaining part-time positions. Full-time is defined as working a regular schedule of thirty-five (35) hours or more per week. Part-time is defined as working a regular schedule of less than thirty-five (35) hours per week.
- B. An employee shall be provided written notice of layoff at least fourteen (14) days prior to the first effective work day of layoff.
- C. When full-time positions become available, former full-time employees on layoff or in part-time positions will be recalled in order of seniority provided the employee can perform all the duties of the available position. When part-time positions become available former full-time employees on layoff will be offered the opportunity for recall in order of seniority, provided the employees can perform all the duties of the available position. If no full-time employee accepts recall, then part-time employees will be recalled in order of seniority, provided the employees can perform all the duties of the available position.
- D. The employer shall maintain a reduced employee on the recall list for a period not to exceed two (2) years. Employees must advise the Employer of any change in address. Recall notice will be sent to the last address on file with the Employer. Failure to respond within ten (10) work days or return of notice without forwarding address will justify bypassing employee for the position and termination of seniority for abandonment.
- E. Laid off educational assistants shall be given priority for substituting.

## **ARTICLE VI: EVALUATION**

- A. All employees shall be evaluated by the appropriate administrator with consideration given by a certified teacher. The employee evaluated shall receive a written evaluation report. The employee shall be given an opportunity to discuss the report in private with the program director prior to entry into his/her personnel file.

- B. An employee's signature on the written evaluation report acknowledges receipt of notice of the contents of the report but does not necessarily mean agreement with the report unless otherwise expressly stated. The employee may attach a letter to the written evaluation if they so desire.
- C. If there is no observation and evaluation, the employee is presumed to be satisfactory. An employee will be evaluated twice during the probationary period. After probation, an employee may be evaluated at least once every three years.

## **ARTICLE VII: COMPENSATION AND BENEFITS**

- A. Employee Compensation:
  - 1. Educational Assistants shall be paid at their respective hourly wage rates set forth in Appendix A for all hours worked.
  - 2. Behavioral specialists shall be compensated for assistance through daily stipends as set forth in Appendix B.
  - 3. All bargaining unit members shall be paid at one and one-half (1-1/2) times their respective hourly wage rates for all hours worked beyond forty (40) hours in the same workweek. Whenever possible, advance notice of overtime shall be given so that necessary arrangements can be made. All overtime shall be divided as equally as possible between full-time employees of each building and/or department. Employee's regular work year shall consist of one hundred eighty five (185) working days.
  - 4. Educational assistants shall be compensated for bus transportation assistance through daily stipends as set forth in Appendix C.
- B. Employees will work with their supervisor or supervisors to establish appropriate breaks (which will consist of two fifteen (15) minute duty free, uninterrupted paid periods) and a thirty (30) minute duty free, uninterrupted lunch period. If lunch is interrupted and an employee is directed to return to duty, a timesheet is to be completed and approved by the supervisor.
- C. Employees may choose to receive payment of their earnings on an annual bi-weekly pay schedule. Employees choosing this option must sign an authorization form consenting to the adjustment in the payment of their earned wages for the purpose of receiving bi-weekly payments during a fifty-two (52) week period. Employees must elect their pay option prior to the end of the second week of school.

All educational assistants will have their paychecks direct deposited. 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.

D. PAID DAYS

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

- |                                  |                          |
|----------------------------------|--------------------------|
| a. Labor Day                     | f. Day before New Year's |
| b. Thanksgiving Day              | g. New Year's Day        |
| c. Friday after Thanksgiving Day | h. Good Friday           |
| d. Day before Christmas          | i. Memorial Day          |
| e. Christmas Day                 |                          |

2. Employees shall receive six (6) days of paid vacation at their average daily rate of pay each scheduled work year to be paid during the Christmas recess, provided the employee works the scheduled work days immediately before and after the Christmas recess except in cases of emergency or illness.

3. All educational assistants will be entitled to two bereavement days and one personal day each contract year. Bereavement and personal days are non-cumulative and non-reimbursable.

The additional personal day is subject to the provisions of Article VII: Compensation and Benefits: E. Leave Days, paragraph (3).

Bereavement days may be used for absence due to the death of an immediate family member as defined below. Your building administrator may require documentation.

- parent (includes a natural parent, stepparent, adoptive parent or surrogate parent),
- brother or sister
- spouse
- child (includes a natural child, adoptive child, foster child, stepchild or grandchild)
- grandparent
- brother-, sister-, son-, daughter- or parent-in-law

The two bereavement days are subject to the provisions of Article VII: Compensation and Benefits: E. Leaves Days, paragraph (3).

4. Conference time will be compensated as indicated on the district school calendar.



5. The Union and the district agree that mid-winter break will be a paid holiday for Educational Assistants.

The District and Union agree that the workday will be increased to equal the number of minutes contained in the mid-winter break.

The Union and the District agree the increase in the work minutes per day is in exchange for the paid holidays.

The increase in the workday will be based upon the decision of the individual building, or program administrator in agreement with the Union.

E. LEAVE DAYS

1. At the beginning of each school year, each employee shall be credited with ten (10) paid leave days. The number of days shall be prorated for those hired after the beginning of the school year according to the portion of the school year to be worked. Unused paid leave days shall accumulate from year to year to a maximum of fifty (50) days. Compensation shall be paid for accumulated leave days at severance or termination or for leave days in excess of the maximum accumulation limit at the employee's daily rate. Leave days received in the year of severance or termination will be prorated based on the number of days worked.

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. Requests for use of leave days in conjunction with a holiday will be made at least two (2) weeks in advance, except in case of emergency.

Requests for extended vacations must be approved by the building principal and/or immediate supervisor and notify central office administrator in charge of personnel. Requests should be applied for two (2) weeks before desired vacation time, except in case of emergency.

2. An employee called for jury duty for whom the district is not able to gain deferment shall be compensated for the difference between regular pay and the pay received for the performance of such obligation.

An employee served with a subpoena for school related business shall be compensated for the difference between regular pay and the pay to which the employee is entitled for the performance of such obligation.

No leave days will be charged for such absences.

- F. The employer shall provide the payment of monthly premiums for a term life insurance policy in the amount of forty-five thousand dollars (\$45,000) for each employee after completion of the probationary period.
- G. The Employer shall pay the carrier 50% of the premium cost for long-term income protection coverage, with a thirty (30) day elimination period, monthly benefits representing sixty-six and two-third percent (66 2/3%) of normal wages capped at five thousand dollars (\$5,000) per month for each employee eligible for coverage under the Terms of this Agreement. Each employee may elect to participate in the program by paying the other 50% of the premium cost by payroll deduction.
- H. All new employees working a regular schedule of thirty-five (35) hours will receive the single PPO #4 health insurance coverage effective as of date of hire. Following the completion of the probationary period of 180 calendar days of employment in the bargaining unit, an employee working a regular schedule of thirty-five (35) hours or more per week will be provided the PPO #4 health insurance coverage for his/her family members. Employees shall have the option to change benefits during an open enrollment period only after successfully completing their probationary period.

Effective July 1, 2009 through June 30, 2011, each bargaining unit member covered by the Blue Cross Blue Shield Community Blue PPO Plan #1 shall contribute 10% of the initial appropriate monthly COBRA rate as of June 30<sup>th</sup> of the previous contract year not to exceed \$300 for single coverage; \$500 for two persons; \$800 for full family. Contributions will be deducted from each pay. Bargaining unit members who are covered by the Blue Cross Blue Shield Community Blue PPO #4 plan shall have the total cost paid by the Board.

Effective July 1, 2011 through June 30, 2012, each bargaining unit member covered by the Blue Cross Blue Shield Community Blue PPO Plan #1 shall contribute 10% of the initial appropriate monthly COBRA rate as of June 30<sup>th</sup> of the previous contract year not to exceed \$400 for single coverage; \$600 for two persons; \$900 for full family. Contributions will be deducted from each pay. Bargaining unit members who are covered by the Blue Cross Blue Shield Community Blue PPO #4 plan shall have the total cost paid by the Board.

Representatives of the Board and Union agree to establish a Health Savings Account Option for educational assistants effective July 1, 2010. This plan shall be comparable to the BCBSM Flexible Blues Plan #2 with a \$1,250/\$2,500 deductible.

Effective July 1, 2009 all bargaining members will participate in the 10/20/40 Drug Prescription Rider Program with a \$40 co-pay for designer drugs and \$40 co-pay for anti-ulcer medication. Each subscriber may "grandfather" one designer drug to the second tier. Each bargaining unit member may participate in the Over the Counter Medication Program through the Board's designated prescription drug carrier for specifically listed antihistamines (allergy medications) and anti-ulcer (heartburn medications). If a physician for the above categories prescribes an Over the Counter medication, there will be zero co-pay.

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, as additional compensation in lieu of the health insurance coverage.

- I. A Board paid vision care program will be offered to employees and their families. Said program will include the following fee schedule:

1. Examination	\$30.00
2. Single Vision Lenses	\$20.00 per lens
3. Bi-focal Lenses	\$24.00 per lens
4. Tri-focal Lenses	\$30.00 per lens
5. Contact Lenses	\$50.00 per lens
6. Frames	\$24.00

Examinations, frames and one set of corrective lenses (regular glasses, prescriptive sunglasses, photogrey lenses, or contact lenses) will be provided once in a twelve (12) month policy year for each eligible member of the family.

- J. Dental Care: The co-pay percentage for Type I Preventable and Diagnostic dental care benefits will increase to 90%. All other dental benefits will remain unchanged.

- K. Employee Wellness Program

Any bargaining unit member who participates in a wellness evaluation program sponsored by the Board through their primary care physician during the previous fiscal year (July 1 to June 30) will receive a cost-sharing rebate of \$300. The cost-sharing rebate will be payable with the first pay of October each year of the contract. In order to qualify, the employee must satisfy medical standards and provide documentation prior to September 1 that he/she has successfully participated in a medically supervised wellness program that addresses the listed below categories:

- Blood pressure
- Smoking
- Weight
- Cholesterol
- Alcohol
- Diabetes

- L. All benefits hereunder 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 over-payment of premiums attributable thereto.

Any overpayment of premiums shall be deducted from the salary of the employee. 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.

M. 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.E.A.A. bargaining unit.

N. HIGHLY QUALIFIED PARAPROFESSIONAL COMPENSATION

All bargaining unit members, as a condition of continued employment, must satisfy the criteria as a highly qualified paraprofessional pursuant to the No Child Left Behind (NCLB) Federal law. Bargaining Unit members will be entitled to additional compensation to maintain their highly qualified employment status as follows:

- Work Keys \$300 lump sum, annually
- Associate Degree \$400 lump sum, annually
- Bachelor Degree \$500 lump sum, annually

The employee has to have appropriate documentation from an accredited institution that the individual employee has been granted an Associate or Bachelor's Degree. The burden of submitting transcripts rest with the employee.

Payments shall be made on an annual basis paid in a lump sum on the second pay date of June of each contract year.

## ARTICLE VIII: PAYROLL DEDUCTION

- A. The Employer shall deduct from the pay of each employee from whom it received authorization to do so, the amount specified for the payment of dues or representation service fees to the Association. Such dues, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, shall be forwarded to the Association no later than thirty (30) days after the deductions were made.
- B. The Association shall give written notice to the Employer thirty (30) days prior to any change in its dues to be deducted pursuant to employee authorization.
- C. The Employer shall deduct from the pay of each employee from whom it receives authorization and make appropriate remittance for annuities, credit union, savings bonds, and any other plans or program, which are approved by the Employer.

D. ASSOCIATION FEES

1. In the event an employee is subject to this provision does not pay the representation fee to the Association or does not authorize payment of the representation fee through payroll deduction, the Board shall, upon completion of the procedures set forth herein, at the request of the Association and pursuant to MCL 408.477, deduct the representation fee directly from the employee's wages.
2. In all cases of direct deduction of the representation service fee pursuant to MCL 408.477, 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. It shall further advise the employee that a request for direct deduction from his/her wages may be filed with the Board in the event he/she does not comply within the time period.
3. If the employee fails to remit the representation service fee or authorize deduction thereof, the Association may request the Employer to make the deduction pursuant to MCL 408.477. Upon receipt of the request, the Employer shall provide the employee with an opportunity for a due process administrative hearing limited to the determination of whether or not the employee has remitted the representation service fee to the Association or has authorized deduction thereof from his/her wages.

- E. The Association shall indemnify and save harmless against all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of or by reason of action taken by the school district for the purpose of complying with Article VIII, including all court and administrative hearing costs, court report fees, and transcript fees.

**ARTICLE IX: LEAVE OF ABSENCE**

- A. Employees may request leaves of absence, which shall be without pay, or benefits except as otherwise expressly provided. Such requests shall be made in writing and submitted to the employee's supervisor for processing. The employee shall be notified in writing of the disposition of his/her request.
- B. Requests for leaves of absence shall be granted for the purposes, duration and under the conditions specified as follows:
1. A leave of absence for the purpose of parental care of the employee's newborn or newly adopted infant shall be granted for duration of up to one (1) year.
  2. A leave of absence for the purpose of recovery from a medically verified physical and/or mental disability of the employee shall be granted for duration of up to one (1) year. Health benefits shall remain in effect for the duration of leave not to exceed one (1) year.

3. Personal leave may be granted with prior notice and through the established approval procedure as set forth by the Human Resources Department (Appendix F).
4. A leave under this article, paragraph B may be renewable for a period not to exceed one year, at the discretion of the Board of Education. Extension of a health leave beyond one year will be without health benefits.

C. All leaves of absence shall be subject to the following conditions:

1. The leave may be extended by the Employer until such time that the employee can return without necessitating the layoff of an employee or incurring unemployment costs, excluding a medical or FMLA leave the employee shall return to their regular position.
2. The employer may require a physician's statement verifying the physical and/or mental fitness of the employee to return to work.
3. The request for leave must be submitted at least sixty (60) days in advance, except when emergency precludes such notice.
4. The employee shall notify the district as to his/her intent to return to work or request an additional leave period in writing to the personnel office, ten (10) days prior to the scheduled completion of the leave. This requirement may be waived in cases of an emergency. If an employee fails to return to work upon scheduled completion of a leave, and has not made the appropriate notification of the intent to request an extension of a leave, he/she shall be considered to have resigned his/her position and shall have no further rights under this agreement.
5. Any employee eligible to return from a leave who refuses an offer of employment from the Board for a position for which he/she is qualified or fails to accept such a position within ten (10) work days of the making of said offer shall be considered to have resigned and shall have no further rights under this agreement.

D. Employees off of work because of a legal subpoena related to school business shall be subject to the terms and conditions set forth below.

1. An employee served with a legal subpoena related to school business shall be compensated for the difference between his/her regular pay and the pay received for the performance of such subpoena obligations.

E. 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. The amount to be repaid to the district shall be determined based on a monthly premium that is charged by the district to those individuals receiving benefit coverage under C.O.B.R.A. 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 twelve (12) month period.

## **ARTICLE X: ASSOCIATION RIGHTS**

- A. The Association shall have the right to use school building facilities for meetings, subject to prior request and approval of the building administrator, and for other Association activities by applying for such space in the same fashion as other groups, and the Association shall be considered under the same policy as all other applicants for its use.
- B. The Association shall have the right to reasonable use of interschool communications. The Employer shall not be responsible for any material or the loss thereof.
- C. The Employer will provide in each school building where employees work a majority of their work days, access to reasonable bulletin board space for the posting of authorized Association business announcements, which space may be limited to areas on existing bulletin board facilities.
- D. A half-day mutually agreed upon by both parties shall be set aside each year as a Union half day in September within two (2) weeks of school start date.
- E. The Board shall furnish to the Association President a copy of the agenda and complete minutes of all regular and special meetings of the Board of Education.
- F. During each scheduled work year, the Employer shall provide a one-half (1/2) day paid in-service paraprofessional training session for staff development scheduled at the same time staff development is provided to the teaching staff.

- G. Employees may take classes through the Redford Union Adult or Community Education programs, with the approval of the immediate supervisor, to upgrade job skills at no cost to the employee. Attendance at such classes must be outside of the employees' normal working day.

## **ARTICLE XI: EMPLOYEE REPRESENTATION**

- A. An employee shall be provided notice of the entry of any documents in his/her personnel file related to discipline, performance evaluation, and/or complaints regarding his/her performance. Consistent with the obligations of the Employer and the rights of the employee according to the Michigan Employee Right to Know Act, an employee may review, make written entries and obtain copies of materials contained in his/her personnel file. The employee may have an Association representative accompany him/her or give written authorization for the Association representative to act as his/her agent for these purposes.
- B. An employee upon request shall be entitled to have present an Association representative when the employee has sufficient cause to believe that the discussion with the Employer may result in disciplinary action against him/her.
- C. After satisfactory completion of the one hundred eighty (180) calendar day probationary period, an employee will not be disciplined or discharged without just cause. Prior to completion of the one hundred eighty (180) calendar 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.

## **ARTICLE XII: GRIEVANCE PROCEDURE**

- A. For the purpose of this Agreement, the term "grievance" shall mean any claim, by one (1) or more employees, that there has been a misinterpretation, misapplication, or violation of this Agreement.
- B. PROCEDURE  
Since it is important that grievances be processed promptly, the number of days indicated at each level should be considered an absolute maximum. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed withdrawn. In the event the written answer is not submitted in the time specified, the employee may proceed to the next level. The time limits may, however, be extended by mutual agreement in writing between the Association and the Employer.
1. LEVEL ONE  
a. An employee, together with his/her representative, may within ten (10) work days of the occurrence of the event upon which the grievance is based, orally discuss the matter with his/her immediate supervisor with the objective of resolving the matter informally. If the employee is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter,



he/she shall file the grievance in writing. The written grievance must be submitted to the employee's immediate supervisor within fifteen (15) work days of the occurrence of the event upon which the grievance is based.

- b. Within ten (10) workdays of the filing date, the immediate supervisor will arrange to meet with the employee and his/her representative in an effort to resolve it. A written answer shall be given within five (5) workdays after such meeting.

2. LEVEL TWO

- a. If the employee is not satisfied with the disposition of the grievance at Level One, written notification must be transmitted to the Assistant Superintendent within five (5) work days of the written answer or deadline stating the reason for the appeal to Level Two.
- b. Within ten (10) workdays of receipt of such grievance, the Assistant Superintendent will meet with the employee and appropriate Association representative to discuss the issues. The employee may be present and shall be present at the request of either the Employer or the Association. A written answer shall be given within five (5) workdays after such meeting.

3. LEVEL THREE

- a. If the Association is not satisfied with the disposition of the grievance at Level Two, the Association may appeal the grievance to the Board of Education by filing written notification of the appeal with the Superintendent or his/her designee within five (5) workdays of the written answer or deadline stating the reason for the appeal to Level Three. The Board of Education shall provide for a hearing of the grievance and issue its decision within ten (10) workdays following the hearing of the grievance.

4. LEVEL FOUR

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may appeal the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association within ten (10) work days following receipt of the decision of the Board of Education. The selection of the arbitrator shall be made through the procedures of the American Arbitration Association in accordance with its rules, which shall likewise govern the conduct of the arbitration proceeding.
- b. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The arbitrator shall be limited to deciding whether there has been a violation or misinterpretation of the express articles and/or sections of this Agreement. The arbitrator shall have no power of authority to consider, change or rule upon the evaluation of any employee. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the employee(s) involved, provided the decision is within the scope of the arbitrator's authority as set forth herein.

- c. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. 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.
- d. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new agreement shall not be processed hereunder. Any claim or grievance filed prior to the termination date of the Agreement may be processed through the grievance procedure until resolution.

### **ARTICLE XIII: STRIKE PROHIBITION**

The Association recognizes that strikes and work stoppages of any kind are contrary to law and public policy. Accordingly, the Association agrees that it will not direct, instigate, participate in, encourage or support any strike or job action against the Employer by any employee or group of employees.

### **ARTICLE XIV: DURATION OF AGREEMENT**

A. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Employer and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. SEPARABILITY

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect. The Employer and the Association will meet upon request of either party to re-negotiate the provision nullified.

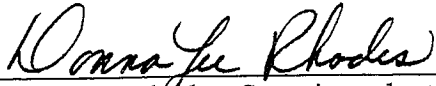
C. TERM OF AGREEMENT

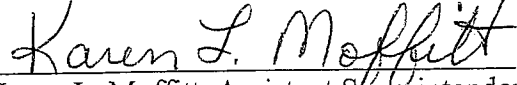
This Agreement shall be in effect beginning December 8, 2008 and ending June 30, 2012.


D. SUCCESSOR NEGOTIATIONS

At any time prior to the termination date of this Agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

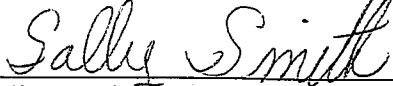
**BOARD OF EDUCATION  
REDFORD UNION SCHOOLS**

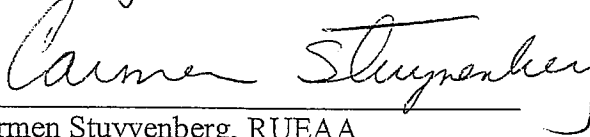
  
\_\_\_\_\_  
Donna L. Rhodes, Superintendent

  
\_\_\_\_\_  
Karen L. Moffitt, Assistant Superintendent  
of Business Services

  
\_\_\_\_\_  
Debra L. Dahlman  
Human Resources Coordinator

**REDFORD UNION EDUCATIONAL  
ASSISTANTS ASSOCIATION**

  
\_\_\_\_\_  
Sally Smith, RUEAA President

  
\_\_\_\_\_  
Carmen Stuyvenberg, RUEAA  
Vice President

## APPENDIX A

### WAGE SCHEDULE EDUCATIONAL ASSISTANTS

STEP	2008-2009 Hourly Wage (Effective 1/1/09)
1	11.50
2	12.00
3	12.75
4	13.88

The employee shall move to the next Step on each succeeding anniversary date until he/she reaches the maximum step of the schedule. An employee will not be credited with time spent on layoff or leave for advancement on the wage schedule.

### LONGEVITY PAY - SEVEN AND TWELVE YEAR EMPLOYEES

Full-time employees who have completed six (6) years of service will be paid at Step 7 during the seventh year and at Step 12 during their twelfth year.

STEP	LONGEVITY (Effective 1/1/09)
7	14.05
12	14.50

### 2009-2010 Wage Schedule

Effective September 1, 2009, the following wage schedule will be implemented provided that the State Foundation Allowance is \$100 greater than the 2008-09 State Foundation Allowance and the decline in student enrollment is 100 or fewer students based on the blended count of February 2008 and September 2008.

STEP	2009-2010 Hourly Wage
1	11.70
2	12.20
3	13.00
4	14.00

The employee shall move to the next Step on each succeeding anniversary date until he/she reaches the maximum step of the schedule. An employee will not be credited with time spent on layoff or leave for advancement on the wage schedule.

### LONGEVITY PAY - SEVEN AND TWELVE YEAR EMPLOYEES

Full-time employees who have completed six (6) years of service will be paid at Step 7 during the seventh year and at Step 12 during their twelfth year.

STEP	LONGEVITY
7	14.20
12	14.65

### 2010-2011 Wage Schedule

Effective September 1, 2010, the following wage schedule will be implemented provided that the State Foundation Allowance is \$100 greater than the 2009-2010 State Foundation Allowance and the decline in student enrollment is 100 or fewer students based on the blended count of February 2009 and September 2009.

STEP	2010-2011 Hourly Wage
1	11.90
2	12.40
3	13.20
4	14.20

The employee shall move to the next Step on each succeeding anniversary date until he/she reaches the maximum step of the schedule. An employee will not be credited with time spent on layoff or leave for advancement on the wage schedule.

### LONGEVITY PAY - SEVEN AND TWELVE YEAR EMPLOYEES

Full-time employees who have completed six (6) years of service will be paid at Step 7 during the seventh year and at Step 12 during their twelfth year.

STEP	LONGEVITY
7	14.40
12	14.85

2011-2012 Wage Schedule

Effective September 1, 2011, the following wage schedule will be implemented provided that the State Foundation Allowance is \$100 greater than the 2010-2011 State Foundation Allowance and the decline in student enrollment is 100 or fewer students based on the blended count of February 2010 and September 2010.

STEP	2011-2012 Hourly Wage
1	11.90
2	12.40
3	13.20
4	14.20

The employee shall move to the next Step on each succeeding anniversary date until he/she reaches the maximum step of the schedule. An employee will not be credited with time spent on layoff or leave for advancement on the wage schedule.

**LONGEVITY PAY - SEVEN AND TWELVE YEAR EMPLOYEES**

Full-time employees who have completed six (6) years of service will be paid at Step 7 during the seventh year and at Step 12 during their twelfth year.

STEP	LONGEVITY
7	14.40
12	14.85

## APPENDIX B

### WAGE SCHEDULE BEHAVIORAL SPECIALIST

1. The Educational Assistants Behavioral Specialists who is or are assigned bus duty shall be paid the overtime rate for all hours worked beyond forty (40) hours in the same week. The Behavioral Specialist position is not eligible for the bus stipend.
2. When an Educational Assistant substitutes for a Behavioral Specialist, they shall receive the Behavioral Specialist's pay rate at the equivalent to the Educational Assistants step.

<b>STEP</b>	<b>Behavioral Specialist 2008-2011 Hourly Wage</b>
<b>1</b>	<b>18.60</b>
<b>2</b>	<b>19.35</b>
<b>3</b>	<b>20.30</b>
<b>4</b>	<b>21.48</b>

<b>STEP</b>	<b>Behavioral Specialist 2011-2012 Hourly Wage</b>
<b>1</b>	<b>18.60</b>
<b>2</b>	<b>19.35</b>
<b>3</b>	<b>20.30</b>
<b>4</b>	<b>21.48</b>

### LONGEVITY PAY - SEVEN AND TWELVE YEAR EMPLOYEES

Full-time employees who have completed six (6) years of service will be paid at Step 7 during the seventh year and at Step 12 during their twelfth year.

<b>STEP</b>	<b>LONGEVITY</b>
<b>7</b>	<b>21.73</b>
<b>12</b>	<b>22.14</b>

The employee shall move to the next Step on each succeeding anniversary date until he/she reaches the maximum step of the schedule. An employee will not be credited with time spent on layoff or leave for advancement on the wage schedule.

## APPENDIX C

### STIPEND SCHEDULE BUS TRANSPORTATION ASSISTANCE

<b>Bus Transportation Run</b>	<b>Daily Stipend</b>
Day Treatment Methodist Children's Village	\$32
Day Treatment Redford Union Community	\$45

In the event the above two runs are combined an additional five dollars (\$5.00) will be added to each daily stipend.

Effective with the 2004-2005 school year, selection of employees who will provide bus transportation assistance will first be accomplished through volunteers within a department or building. Any bus transportation assistance positions unfilled by volunteers will be filled on an equitable basis among those employees in the department or building who were hired after January 15, 1996

Beginning with the 2004-2005 school year, if an emergency situation requires the selection of an RUEAA employee to provide bus transportation assistance will first be accomplished through volunteers by seniority within a department, given a 24-hour notice, a pre-developed list, developed by both the building administration and RUEAA or designee, based on qualifications and seniority within the building, shall be used to select the employee. If 24-hour notice is not given, then the building administrator can assign an RUEAA employee. An additional "Emergency List" will be developed at the same time designating employee's who are available on immediate notice.

In the event that bus transportation assistance is required in the future for runs other than those noted above, an appropriate stipend will be determined for that run by negotiations between the parties to this agreement.



## APPENDIX D

### PART-TIME/SHARED POSITIONS

Any educational assistant presently on staff who desires a part-time or shared time teaching position for the following school year should make an application of such a request to the personnel department by the last student day in June for first semester assignments and by December 1 for second semester assignments. The approval of such an application is at the discretion of departmental and/or building administrators and central office administration, and the approval of a part-time or shared time request shall not be considered a precedent in the consideration of any other applications by the same or other parties. If the application is approved, the Master Agreement between the Redford Union Board of Education and the Redford Union Educational Assistants Association will prevail with the following exceptions:

1. Wages will be on a pro-rata basis.
2. Health Insurance and vision benefits for employees with more than three years of service will be limited to a single subscriber. For employees with less than three years of service vision benefits will be limited to a single subscriber, and in lieu of health insurance, the employee will receive a pro-rata share of the amount described in Article VII, paragraph G of the Agreement, paid into a tax deferred annuity plan available through the Employer. Consistent with Article VII, paragraph G of the Agreement, employees who normally work twenty (20) hours or more per week are entitled to full benefits regardless of their part-time/shared time status.
3. Leave days will be prorated.
4. The employee will be required to attend occasional staff, department or other meetings which have been scheduled outside of the employees part-time or shared -time schedule but within the normal work day of a full-time employee with no additional compensation.
5. The part-time or shared time position will be for one (1) year. Employees may apply for, and applications will be considered for continuation of the part-time or shared time arrangement in each successive year.

## APPLICATION PART-TIME/SHARED POSITIONS

### PART-TIME / SHARED EDUCATIONAL ASSISTANT ASSIGNMENTS

The Redford Union Schools will consider Educational Assistants for part-time or shared assignments for a semester or a school year. Fill out the form shown below if you desire either of these types of assignments. (Forms can be secured from the Personnel Office.)

#### PART-TIME

A part-time assignment is for any position that is less than full time.

#### SHARED TIME

To be considered for a shared time assignment, an educational assistant should join with a partner and submit a plan for working together to the effected departmental or building administrator for approval. The plan should include, but not be limited to, the following considerations:

- who makes up the partnership
- when each partner will work
- how tasks will be divided
- when joint planning will take place with each other and effected teachers
- how parent contacts will be handled

---

I would be interested in the following part-time or shared time assignment for the \_\_\_\_\_ school year:

#### PART-TIME

Area \_\_\_\_\_  
(Elementary / Secondary / Special Services)

\_\_\_\_\_  
(Subject and/or grade level)

#### SHARED TIME

Area \_\_\_\_\_  
Elementary / Secondary / Special Services)

\_\_\_\_\_  
(Subject and/or grade level)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX E



18499 Beech Daly Road Redford Michigan 48240  
Telephone (313) 242-6012  
Fax (313) 242-6025

Internet address: <http://www.redfordu.k12.mi.us>

REDFORD UNION EMPLOYEE WELLNESS PROGRAM

PHYSICIAN VERIFICATION FORM

*Note to Physician:*

Your patient has chosen to participate in the Redford Union Schools Employee Wellness Program. The program encourages employees to assess and discuss their health annually with their physician. Employees are asked to discuss health improvement opportunities and activities with their physician. The Redford Union Schools provides a financial incentive to support health improvement activities. To verify their participation in this program, employees must provide this form to their physician for completion.

*Physician Instructions:*

**Please verify the exam date and the following annual physical assessments:**

- |             |                |
|-------------|----------------|
| Alcohol Use | Blood Pressure |
| Cholesterol | Diabetes       |
| Smoking     | Weight         |

Counseled with patient if testing results from these tests are not within an acceptable range. Additional guidance will be provided to the Redford Union School District employee in order to improve his/her health.

Date of Exam \_\_\_\_\_

\_\_\_\_\_  
Redford Union Schools Employee Name  
(Please Print)

\_\_\_\_\_  
Employee Phone Number

\_\_\_\_\_  
Signature of Primary Care Physician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Physician

**Office Stamp (REQUIRED)**

Address of Practice \_\_\_\_\_ City \_\_\_\_\_ Zip: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Employee must submit this completed form to the Redford Union Schools Benefits Office no later than September 1<sup>st</sup> of each year to document that he/she has successfully participated in the Wellness Program. Verification form **WILL NOT** be considered valid without a stamp from the physician's office.

REDFORD UNION SCHOOLS

LEAVE OF ABSENCE REQUEST FORM

*(All requests for leaves must be submitted to the Human Resources Department)*

I hereby request a leave of absence in accordance with Board policy and/or applicable collective bargaining agreement.

Name	
Bargaining Unit	
Classification	
Location	
Seniority Date	
Last Day Worked	
Return to Work Date	
Leave Day Balance	

LEAVE DAY BALANCE

<input type="checkbox"/>	Deduct days from my leave day balance	Number of Days to be Deducted
<input type="checkbox"/>	DO NOT deduct days from my leave day balance	

LEAVE CATEGORY

Type of Leave Requested (Please check one)	Dates of Leave		
	Start Date	End Date	No. of Days
<input type="checkbox"/> Health Leave			
<input type="checkbox"/> FMLA (12 weeks)			
<input type="checkbox"/> Childcare			
<input type="checkbox"/> Emergency			
<input type="checkbox"/> Professional Growth			
<input type="checkbox"/> Personal Leave			
<input type="checkbox"/> Military			
<input type="checkbox"/> Peace Corps			
<input type="checkbox"/> Public Office			
<input type="checkbox"/> Sabbatical			

Reason for Request:

*Please submit a statement from your physician if the leave request is related to a medical condition for yourself or a family member. Statement should include the medical reason a leave is necessary and the anticipated date the leave is required, including an anticipated date you can return to work.*

Employee Signature:	Date:
Building Administrator Approval:	Date:
Human Resources Approval:	Date: