

6/30/94

**AGREEMENT**

*between the*

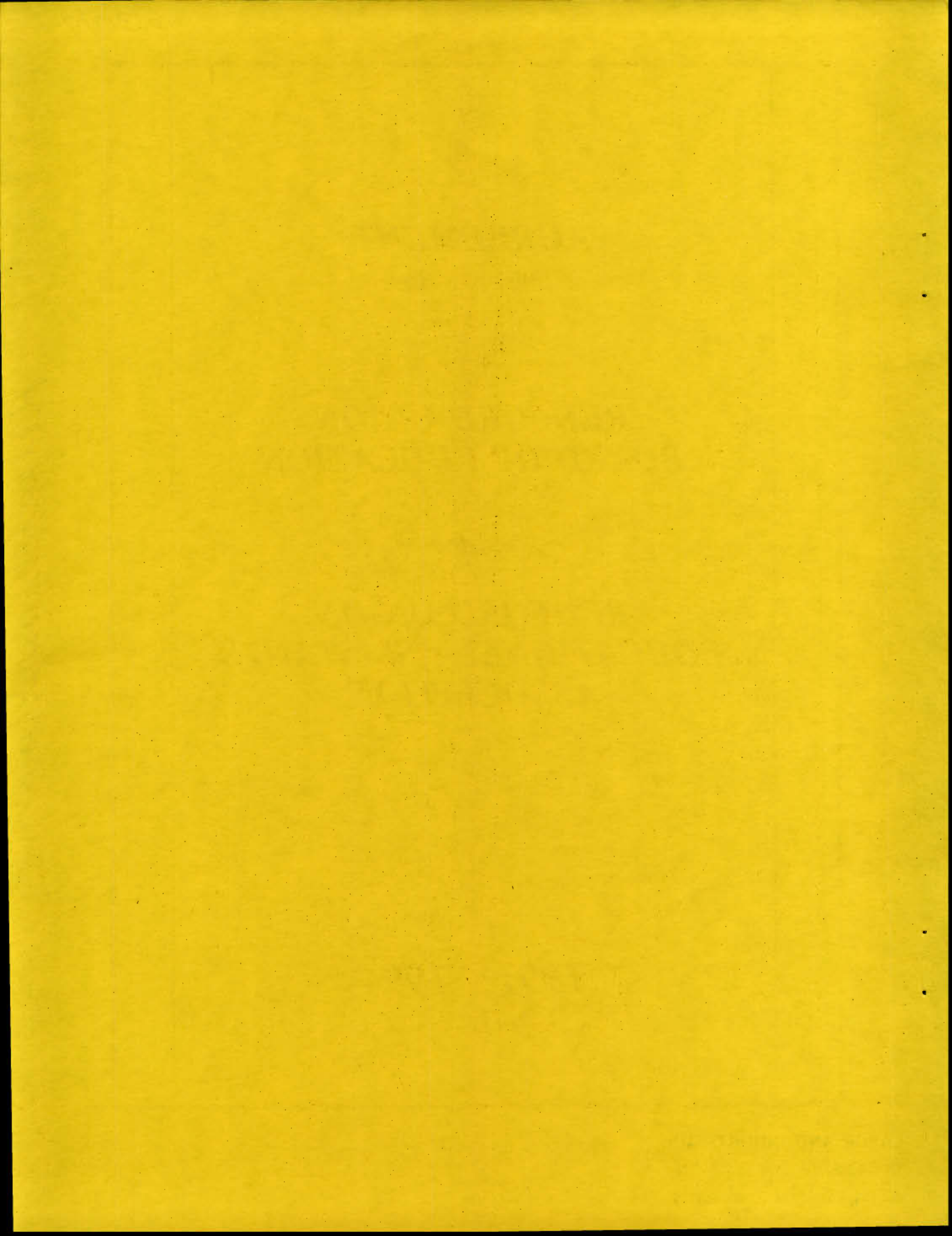
**REDFORD UNION  
BOARD OF EDUCATION**

*and the*

**REDFORD UNION  
EDUCATIONAL ASSISTANTS  
ASSOCIATION**

**1991 - 1994**

*Redford Union Schools*



**REDFORD UNION  
EDUCATIONAL ASSISTANTS ASSOCIATION**

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## **AGREEMENT**

This Agreement is entered into this 2nd day of October, 1991, 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).

### **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 in the 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 within the classification.
  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 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 ninety (90) actual working 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 ninety (90) working 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 in January of each school year.

- 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. An employee shall lose all seniority by resignation, retirement, discharge, quit or abandonment.
- F. The Employer may adopt a policy requiring employees to retire from employment at the minimum age permitted by law.

#### **ARTICLE IV: ASSIGNMENT AND TRANSFERS**

- A. Notice of opportunities for transfers of employees from one assignment to another 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. It shall be the responsibility of the president of the Association to advertise the opportunity for transfer. The president of the Association shall be provided with ten (10) copies of the notice for posting. During the summer recess period, the notice will be posted in the Central Office and a copy of the notice will be provided to the president of the Association.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

## **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 last address on file with 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 to teacher input, at least once each school year. 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 and notice of the contents of the report but does not necessarily mean agreement with the report unless otherwise expressly stated.

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

- A. Employees shall be paid at their respective hourly wage rates set forth in Appendix A for all hours worked. Employees 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 work week.
- B. Employees may choose to receive payment of their earnings on a twenty-six (26) 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 twenty-six (26) bi-weekly payments during a fifty-two (52) week period. Employees must elect the twenty-six (26) pay option prior to the end of the second week of school.
- C.
  - 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:
    - a. Labor Day
    - b. Thanksgiving Day
    - c. Friday after Thanksgiving Day
    - d. Christmas Eve
    - e. Christmas Day
    - f. New Year's Eve
    - g. New Year's Day
    - h. Good Friday
    - i. Memorial Day
  - 2. Employees shall receive three (3) 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. Effective for the 1992-93 work year, the number of vacation days shall be four (4). Effective for the 1993-94 work year, the number of vacation days shall be five (5).
- D.
  - 1. Effective with the 1985-86 school year, 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. No compensation shall be paid for accumulated leave days at severance or termination or for leave days in excess of the maximum accumulation limit.

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.

No extended vacations will be granted except as authorized by the Board of Education. A request for using leave days for such purposes shall be made at least thirty (30) days in advance.

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 shall be compensated for the difference between regular pay and the pay to which the employee is entitled for the performance of such obligation up to five (5) days per year.

No leave days will be charged for such absences.

- E. The employer shall provide the payment of monthly premiums for a term life insurance policy in the amount of twenty-five thousand dollars (\$25,000) for each employee after completion of the probationary period.
- F. The Employer shall pay to the carrier 50% of the premium cost for each participating employee for a short term income protection program, the benefits of which shall be not less than the plan in effect January 31, 1986. Each employee may elect to participate in the program by paying the other 50% of the premium cost by payroll deduction.
- G. For employees working a regular schedule of twenty (20) hours or more per week the Employer will provide the payment of monthly premiums for health insurance coverage for the employee only. Following the completion of three years of active employment in the bargaining unit, an employee working a regular schedule of twenty (20) hours or more per week will be provided the payment of monthly premiums for health insurance coverage for the employee and his/her family members as defined by the insurance coverage. The health insurance coverage shall not be less than the Blue Cross-Blue Shield Plan in effect September 1, 1984, with the Second Surgical Opinion Rider and the Predetermination Rider. During the

term of this Agreement, employees who were hired prior to July 20, 1982 will continue to be provided with the payment of monthly premiums for full family coverage under the health insurance plan as previously provided from the Employer.

An eligible employee who elects not to receive coverage under the medical service as provided herein shall receive one hundred dollars (\$100) per month, maximum of one thousand two hundred dollars (\$1,200) per year, to be paid into a tax deferred annuity plan available through the Employer in lieu of the health insurance coverage.

H. 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.	Regular Lenses	-	\$20.00 per lens
3.	Bi-focal Lenses	-	\$24.00 per lens
4.	Tri-focal Lenses	-	\$30.00 per lens
5.	Frames	-	\$24
6.	Contact Lenses	-	\$50.00 per lens

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.

I. 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.

#### **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.
  1. In the event an employee 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 service 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 service fee. Said notice shall be sent by certified mail, return receipt requested signed by addressee and shall provide the employee ten (10) work days 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 the Article, including all court and administrative hearing costs, court report fees, and transcript costs.

## **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 a 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 a 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.
- 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.
  - 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.

## **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. The afternoon of the Tuesday after Labor Day shall be set aside each year as a Union half day.
- E. During each scheduled work year, the Employer shall provide a one-half (1/2) day paid inservice training session for staff development scheduled at the same time staff development is provided to the teaching staff.

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

## 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) work days 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) work days 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) work days 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) work days 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) work days 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) work days 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 renegotiate the provision nullified.

#### **C. TERM OF AGREEMENT**

This Agreement shall become effective upon ratification by the Employer and the membership of the Association and shall continue in effect through the 30th day of June, 1994, at which time it shall terminate unless extended by written agreement of the parties.

#### **D. SUCCESSOR NEGOTIATIONS**

At any time within ninety (90) days 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.

## APPENDIX A

### WAGE SCHEDULE

STEP	1991-92	1992-93	1993-94
1	\$ 7.86	\$ 8.34	\$ 8.88
2	\$ 8.43	\$ 8.93	\$ 9.51
3	\$ 9.14	\$ 9.69	\$10.32
4	\$ 9.65	\$10.23	\$10.89
7 Years	\$ 9.79	\$10.37	\$11.03
12 Years	\$ 9.93	\$10.51	\$11.17

#### LONGEVITY (effective 1989-90):

After seven (7) years of service (+\$175) per year

After twelve (12) years of service (+\$175) per year

Longevity pay will be converted to an hourly rate and added to the employees regular hourly rate.

The employee shall move to the next Step on each succeeding anniversary date until he/she reaches the maximum step of the schedule.

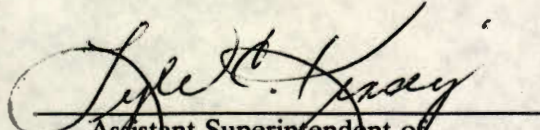
An employee will not be credited with time spent on layoff or leave for advancement on the wage schedule.

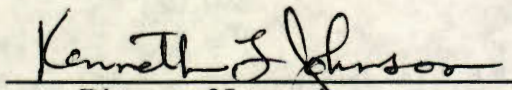
## TERMINATION CLAUSE

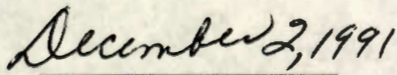
This Agreement shall be for a period of three (3) years, that is, from July 1, 1991 to June 30, 1994.

This Agreement entered into this 2nd day of October, 1991.

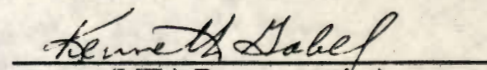
REDFORD UNION  
BOARD OF EDUCATION

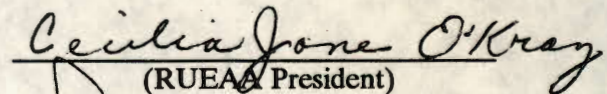
  
Assistant Superintendent of  
Administrative Services

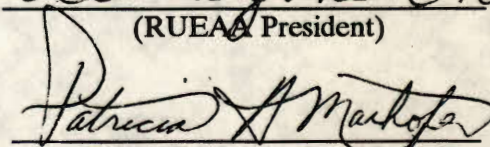
  
Director of Instruction

  
DATE

REDFORD UNION EDUCATIONAL  
ASSISTANTS ASSOCIATION

  
(MEA Representative)

  
(RUEAA President)

  
(RUEAA Vice President)

TERMINATION JUST

The Agreement shall be in full force and effect from July 1, 1991 to July 31, 1994.

This Agreement entered into this 2nd day of October, 1991.

RICHARD L. HORN  
SALTIMORE ASSOCIATION

RICHARD L. HORN  
BOARD OF EDUCATION

*[Signature]*  
\_\_\_\_\_  
(MIA Representative)

*[Signature]*  
\_\_\_\_\_  
Richard L. Horn

*[Signature]*  
\_\_\_\_\_  
Richard L. Horn

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Richard L. Horn

*[Signature]*  
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Richard L. Horn

*[Signature]*  
\_\_\_\_\_  
DATE

