

AGREEMENT

between the

REDFORD UNION
BOARD OF EDUCATION

and the

REDFORD UNION
EDUCATIONAL ASSISTANTS
ASSOCIATION

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RUEAA
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April 1, 2005 – June 30, 2010

**REDFORD UNION
EDUCATIONAL ASSISTANTS ASSOCIATION**

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AGREEMENT

This Agreement is entered into this 30th day of June, 2005 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established practice, policy, rule, or regulation, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement.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: WORKING CONDITIONS

- A. Hold until RUOSE bargaining unit settles.

ARTICLE VII: 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 VIII: COMPENSATION AND BENEFITS

- A. Employee Compensation:
 - 1. 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 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.
 - 2. Employees shall be compensated for behavioral specialists assistance through daily stipends as set forth in Appendix B.
 - 3. 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 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.

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
 - b. Thanksgiving Day
 - c. Friday after Thanksgiving Day
 - d. Day before Christmas
 - e. Christmas Day
 - f. Day before New Year's
 - g. New Year's Day
 - h. Good Friday
 - i. Memorial Day
2. Employees shall receive five (5) 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. Conference time will be compensated as indicated on the district school calendar.
4. Educational Assistants will work Tuesday, Wednesday, and Thursday prior to the Labor Day weekend to meet required number of workdays.
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. Effective with the 1985-1986 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. 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 three (3) 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 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 thirty thousand dollars (\$30,000) for each employee after completion of the probationary period.
- G. February 1, 2004, the Employer shall pay the carrier 50% of the premium cost of 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. 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 two (2) years of active employment in the bargaining unit, an employee working a regular schedule of thirty-five (35) 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.

The Board agrees to pay the full premium expense of the Michigan Blue Cross/Blue Shield Community Blue PPO Plan #1 for all eligible employees.

A \$5.00 deductible prescription drug plan will be provided, which may be provided through a separate provider.

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. The Board shall pay to the Carrier the full premium cost or a co-pay dental plan as described in Appendix C for all full-time employees and their dependents.

- K. 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.

ARTICLE IX: 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) 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 fees.

ARTICLE X: 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.
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 XI: 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 XII: 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 XIII: 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 XIV: 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 XV: 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. TERMS OF AGREEMENT

This Agreement shall be in effect beginning April 1, 2005 and ending June 30, 2010. The parties mutually agree that for the 2006-2007 and the 2008-2009 school years, a wage reopener and one (1) economic and one (1) non-economic issues may be introduced by either party for the purpose of modifying the current Agreement.

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.

**ARTICLE XVI: OTHER CONTRACT SETTLEMENTS
NEW LANGUAGE**

It is mutually agreed between the Board and the RUEAA, that should the RUEA or the RUAA bargaining units receive a salary percentage increase above those agreed to by the RUEAA for the 2003-2004, 2004-2005, 2005-2006 and/or 2007-2008 school years the RUEAA shall receive an identical salary percentage increase.

TERMINATION CLAUSE

This agreement shall be in effect beginning April 1, 2005 and ending June 30, 2010. The parties mutually agree that for the 2006-2007 and the 2008-2009 school years, a wage re-opener and one (1) economic and one (1) non-economic issue may be introduced by either party for the purpose of modifying the current Agreement.

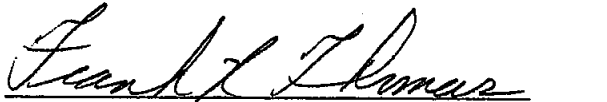
**BOARD OF EDUCATION
REDFORD UNION SCHOOLS**

**MEA/NEA & REDFORD UNION
EDUCATIONAL ASSISTANTS ASSOCIATION**



Brian A. Motter, Superintendent

MEA Representative



Frank R. Thomas, Executive Director 6-2705
Fiscal and Operational Services



Sally Smith, RUEA President

Dated June 27, 2005



Carmen Stuyvenberg, RUEAA Vice President

Dated June 27, 2005

APPENDIX A

WAGE SCHEDULE EDUCATIONAL ASSISTANTS

STEP	2000-2001	2001-2002	2002-2003
	Educational Assistants	Educational Assistants	Educational Assistants
1	9.90	10.19	10.50
2	10.61	10.92	11.25
3	11.50	11.85	12.20
4	12.14	12.75	13.38
7	12.39	13.00	13.64
12	12.80	13.41	14.05

LONGEVITY (effective 1989-90):

- After seven (7) years of service \$350 per year
- After twelve (12) years of service \$575 per year
- Longevity will be converted to an hourly rate and added to the employee's 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.

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.

STEP	2002-2003 Behavioral Specialist
1	18.50
2	19.25
3	20.20
4	21.38
7	21.63
12	22.04

LONGEVITY (effective 1989-90):

- After seven (7) years of service \$350 per year
- After twelve (12) years of service \$575 per year
- Longevity will be converted to an hourly rate and added to the employee's 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.

APPENDIX C

STIPEND SCHEDULE BUS TRANSPORTATION ASSISTANCE

Bus Transportation Run	Daily Stipend
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

COMPREHENSIVE DENTAL PLAN LIST OF DENTAL SERVICES

This list of Dental Services applies to a person's insurance under a coverage when so indicated in the Coverage Schedule for the insurance.

This list includes only those services listed below. Any services not listed will be excluded except as provided in the following paragraph.

If a charge is incurred for a service not included in this list, in connection with the dental care of a specific condition and if this list contains one or more services which, according to customary dental practices, are separately suitable for the dental care of that condition, then a charge for the least expensive of such services as are included in this list will be considered to have been incurred in lieu of the charge actually incurred.

If two or more services included in this list are separately suitable for the dental care of a specific condition, according to customary dental practices and if a charge is actually incurred for one of such services, then a charge for only the least expensive of such services will be considered to have been incurred.

BASIC SERVICES

A. VISITS AND EXAMINATIONS

- Office visit during regular office hours for treatment and observation of injuries to teeth and supporting structure (other than for routine operative procedures)
- Professional visit after hours (payment will be made on the basis of services rendered or visit, whichever is greater.)
- Special consultation by a specialist for case presentation when diagnostic procedures have been performed by a general dentist.
- Prophylaxis for children under age 14 (limited to two (2) treatments each calendar year).
- Prophylaxis for individuals age 14 or over, treatments to include scaling and polishing (limited to two (2) treatments each calendar year).
- Topical application of sodium fluoride, including prophylaxis (limited to a single treatment and to children under age 4).
- Topical application of stannous fluoride, including prophylaxis, per treatment (limited to one (1) treatment per year for children under age 18).
- Emergency palliative treatment, per visit.

B. X-RAY AND PATHOLOGY

- Except for injuries, film fees include examination and diagnosis
- Single film
- Additional films (up to 12), each
- Entire denture series consisting of at least 14 films, including bite wings if necessary (limited to once every (3) three years)
- Intra-oral, occlusal view, maxillary or mandibular, each

- Superior or inferior maxillary, extra-oral, one (1) film
- Superior or inferior maxillary, extra-oral, two (2) films
- Bite wing films, including examination (not more than twice each calendar year)
- 2 films
- 4 films
- Panoramic survey, maxillary and mandibular, single film (considered an entire denture series)
- Biopsy and examination of oral tissue
- Microscopic examination

C. ORAL SURGERY

Includes local anesthesia and routine post operative care

EXTRACTIONS

- Uncomplicated (single)
- Each additional tooth
- Surgical removal of erupted tooth
- Post operative visit (sutures and complications) after multiple extractions and

IMPACTED TEETH

- Removal of tooth (soft tissue)
- Removal of tooth (partially bony)
- Removal of tooth (completely bony)

ALVEOLAR OR GINGIVAL RECONSTRUCTIONS

- Alveolectomy (edentulous) per quadrant
- Alveolectomy (in addition to removal of teeth) per quadrant
- Alveoplasty with ridge extension, per arch
- Removal of palatal torus
- Removal of mandibular tori, per quadrant
- Excision of hyperplastic tissue, per arch
- Excision of pericoronal gingiva

CYSTS AND NEPLASMS

- Incision and drainage of abscess
- Radical resection of mandible with bone graft
- Removal of cysts or tumor over 1/2"

OTHER SURGICAL PROCEDURES

- Stalohinotomy: removal of salivary calculus
- Closure of salivary fistula
- Dilatation of salivary duct
- Transplantation of tooth or tooth bud
- Removal of foreign body from bone (independent procedure)
- Maxillary sinusotomy for removal of tooth fragment or foreign body
- Closure of oral fistula or maxillary sinus
- Sequestrectomy for osteomyelitis or bone abscess, superficial
- Condylectomy of temporomandibular joint

- Meniscectomy of temporomandibular joint
- Removal of foreign body from soft tissue
- Frenectomy
- Suture of soft tissue injury
- Crown exposure for orthodontia
- Injections of sclerosing agent into temporomandibular joint
- Treatment of trigeminal neuralgia by injection into second and third divisions

D. ANESTHESIA

General, only when provided in conjunction with a surgical procedure

E. PERIODONTICS

- Emergency treatment (periodontal abscess, acute periodontitis, etc.)
- Subgingival curettage, root planing, per quadrant (not prophylaxis)
- Correction of occlusion related to periodontal problems, per quadrant
- Gingivectomy (including post-surgical visits) per quadrant
- Gingivectomy, osseous or muco-gingival surgery (including post-surgical visits) per quadrant
- Gingivectomy, treatment per tooth (fewer than six (6) teeth)

F. ENDODONTICS

- Unless otherwise indicated, the limit shown is for one tooth
- Pulp capping
- Therapeutic pulpotomy (in addition to restoration)
- Vital pulpotomy
- Remineralization (Calcium Hydroxide, temporary restoration) as a separate procedure only
- Root canals including necessary X-rays and cultures but excluding final restoration
- Single rooted canal therapy
- Bi-rooted canal therapy
- Tri-rooted canal therapy
- Apicoectomy (including filling of root canal)
- Apicoectomy (separate procedure)

G. RESTORATIVE DENTISTRY

Excluding inlays, crowns (other than stainless steel) and bridges. (Multiple restorations in one surface will be considered as a single restoration.)

AMALGAM RESTORATIONS - Primary Teeth

- Cavities involving one (1) surface
- Cavities involving two (2) surfaces
- Cavities involving three or more surfaces

AMALGAM RESTORATIONS - Permanent Teeth

- Cavities involving one (1) surface
- Cavities involving two (2) surfaces
- Cavities involving three (3) or more surfaces

SYNTHETIC RESTORATIONS

- Silicate cement filling
- Plastic filling
- Composite filling

PINS

Pin (Retention) when part of a restoration is used instead of gold or crown restoration

CROWNS

Stainless steel (when tooth cannot be restored with a filling material)

FULL AND PARTIAL DENTURE REPAIRS, ACRYLIC

- Broken dentures, no teeth involved
- Replacing missing or broken teeth, each tooth

H. SPACE MAINTAINERS (Applicable only for covered individuals under age 19)

- Includes all adjustments within six (6) months after installation
- Fixed space maintainer (band type)
- Removable acrylic with round wire rest only
- Stainless steel clasps and/or activating wires, in addition to basic allowances, per wire or clasp
- Study models
- Removal inhibiting appliance to correct thumb sucking
- Fixed or cemented inhibiting appliances to correct thumb sucking

MAJOR SERVICES

RESTORATIVE

Gold restorations and crowns are covered only when teeth cannot be restored with a filling material.

INLAYS

- One (1) surface
- Two (2) surfaces
- Three (3) or more surfaces
- Onlay, in addition to inlay allowance

CROWNS

- | | |
|------------------------|--------------------|
| - Acrylic | - Gold (full cast) |
| - Acrylic with metal | - Gold (3/4 cast) |
| - Porcelain | - Gold dowel pin |
| - Porcelain with metal | |

DENTAL INSURANCE

MAJOR SERVICES (Effective January 1, 1982)

Prosthodontics Work: Bridges, partial and complete dentures

ORTHODONTIC SERVICES

Orthodontic Services include all necessary treatment and procedures required for the correction of malposed teeth for subscribers and dependents to age 19.

COVERAGE SCHEDULE

Benefit Year -- a calendar year (January 1 through December 31)

DENTAL EXPENSE INSURANCE

Basic Benefits

Percentage	80% Co-pay
Lifetime Amount	\$25
Incentive Plan Increments	10% each succeeding benefit year, not to exceed Basic benefits percentage of 80%

Additional Benefits (Major Services)

Percentage	80% Co-pay
Deductible Amount	\$50
Incentive Plan Increments	10% each succeeding benefit year not to exceed Major Services Benefits percentage of 80%

Maximum Annual Dental Benefit each covered individual	\$1,200
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Orthodontic Expense Insurance

Percentage	50% Co-Pay
Deductible Amount	\$50
Lifetime Maximum Benefit	\$1,200

APPENDIX E

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 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

**REDFORD UNION BOARD OF EDUCATION
and WAYNE COUNTY MEA/NEA**

MEMORANDUM OF AGREEMENT

**RE: Eligibility for and Payment of Retroactive Compensation
Redford Union Educational Assistants Association**

This Memorandum of Agreement is entered into this 15th day of December 2003, by and between the Board of Education of Redford Union School District No. 1, hereinafter 'Board' and the Wayne County MEA/NEA, hereinafter "Union" as follows:

WHEREAS, the Board and the Union have engaged in collective bargaining for a successor Agreement to the 1994-2000 Collective Bargaining Agreement between them and have reached agreement upon the terms and conditions of a successor agreement for the school years 2000-2001 through 2004-2005 which include compensation rates applicable to the school years 2000-2001, 2001-2002 and 2002-2003, and as one of the terms and conditions of the successor Collective Bargaining Agreement between them for the school years 2000-2001 through 2004-2005 have reached agreement upon those Educational Assistants who are eligible for retroactive compensation for work performed in those school years, including a time schedule by which such retroactive compensation shall be paid;

It is hereby mutually acknowledged and agreed by and between the Board and the Union that as one of the terms and conditions of the successor Collective Bargaining Agreement between them for the school years 2000-2001 through 2004-2005 retroactive compensation shall be paid only to eligible Educational Assistants as defined herein, according to the compensation rates applicable to the school years 2000-2001 through 2002-2003 for work performed during the respective school years 2000-2001, 2001-2002 and 2002-2003 according to the following stipulations:

- a.
 1. Retroactive compensation for work actually performed during the school years 2000-2001, 2001-2002 and 2002-2003 shall be paid to those Educational Assistants who have remained in active employment with the School District and/or on an authorized leave of absence status since September 1, 2000, and who are presently engaged in active employment in an educational assistants assignment with the School District for the 2002-2003 school year. Additionally, those Educational Assistants who have retired from the School District under the provisions of the Michigan Public School Employees Retirement System and are receiving their retirement benefits there under and who worked for any period of time during the school years 2000-2001, 2001-2002 and 2002-2003 shall be eligible for and shall be paid retroactive compensation for work actually performed therein at the compensation rates applicable to the respective school years in which they worked. Furthermore, those Educational Assistants who are presently on an authorized leave of absence and have not returned to active employment with the School District during the 2002-2003 school year prior to December 15, 2003, shall be eligible for and shall be paid retroactive compensation for work actually performed by them during the period September 1, 2000 through December 15, 2003 upon their return to active employment with the School District in a educational assistant assignment and

employment with the School District during the 2002-2003 school year prior to December 15, 2003, shall be eligible for and shall be paid retroactive compensation for work actually performed by them during the period September 1, 2000 through December 15, 2003 upon their return to active employment with the School District in a educational assistant assignment and remaining in active employment with the School District in a educational assistant assignment for one full school year. The Educational Assistant who were in active employment with the School District during the school years 2000-2001 or 2001-2002 and who were terminated from employment with the School District by notification of layoff and who have not been recalled and returned to active employment with the School District prior to December 15, 2003 shall be eligible for and shall be paid retroactive compensation for work actually performed in the respective school years 2000-2001 and 2001-2002. Otherwise, Educational Assistants who have resigned and terminated from active employment with the School District shall not be eligible for and shall not be paid retroactive compensation.

2. For Educational Assistants who are eligible for payment of retroactive compensation as defined herein because they are presently engaged in active employment with the School District in an educational assistant assignment during the 2002-2003 school year, because they are eligible retirees or because they are eligible by layoff, the retroactive compensation attributable to work performed during the 2000-2001, 2001-2002, and 2002-2003 school years shall be paid on or before February 29, 2004.

This Memorandum of Agreement is entered into this 15th day of December 2003, by and between the Board and the Union whose authorized representatives have affixed their signature(s) attesting thereto as follows:

BOARD OF EDUCATION
REDFORD UNION SCHOOLS, DIST. NO. 1

By Brian C. Matto

By Frank H. Thomas

By Clifford R. Brooks

WAYNE COUNTY MEA/NEA &
REDFORD UNION EDUCATIONAL
ASSISTANTS ASSOCIATION

By [Signature]

By Sally Smith

By Carol Steynberg

REDFORD UNION BOARD OF EDUCATION
and
WAYNE COUNTY MEA/NEA

MEMORANDUM OF AGREEMENT

RE: Amendments to the R.U.E.A.A. Contract

This Memorandum of Agreement is entered into this 12th day of January 2004, by and between the Board of Education of Redford Union School District No. 1, hereinafter 'Board' and the Wayne County MEA/NEA R.U.E.A.A., hereinafter "Union" as follows:

WHEREAS, the Board and the Union have engaged in collective bargaining for a successor Agreement to the 1994-2000 Collective Bargaining Agreement between them and have reached agreement upon the terms and conditions of a successor agreement for the school years 2000-2001 through 2004-2005 which include compensation rates applicable to the school years 2000-2001, 2001-2002 and 2002-2003, some minor changes have been discovered after the contract ratification that require modifications to the contract.

It is hereby mutually acknowledged and agreed by and between the Board and the Union that the R.U.E.A.A. contract will be amended as indicated on pages 5, 8, 16, and 17 of the contract, which are attached.

This Memorandum of Agreement is entered into this 12th day of January 2004, by and between the Board and the Union whose authorized representatives have affixed their signature(s) attesting thereto as follows:

BOARD OF EDUCATION
REDFORD UNION SCHOOL DISTRICT NO. 1

WAYNE COUNTY MEA/NEA
AND R.U.E.A.A.

By: Brian A. Motte

By: Sally Smith

By: Frank X Thomas

By: [Signature]

By: Clifford Poterbach

By: Carmen Stuyvesberg