



BARGAINING AGREEMENT

between the
REDFORD UNION SCHOOLS BOARD OF EDUCATION
and the
REDFORD UNION EDUCATIONAL ASSISTANTS' ASSOCIATION
(RUEAA)

July 13, 2021 - June 30, 2024

AGREEMENT

This Agreement is entered into this thirteenth day of July 2021 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established practice, policy, rule, or regulation, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement.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 1: 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 specialists in the Pre K-12 instruction program and GSRP, excluding supervisors, substitutes, Title I, 31-A, 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 2: 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.

- I. 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 3: SENIORITY

- A. All new employees hired in the unit shall be considered as probationary for the first ninety (90) 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 ninety (90).
- B. Upon successful completion of the probationary period the employee will receive a one-time payment of \$250.00 dollars at the end of the school year in which they successfully completed the probationary period.
- C. The employee shall also be reimbursed the cost of fingerprinting and background check upon request, on the pay period following the successful completion of probation.
- 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.
- G. Seniority rights shall be within classification. Job classifications are separate. Seniority, layoff, and recall shall not be transferable.

ARTICLE 4: 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. Any RUEA bargaining unit member that refers a new employee, and that referral results in a hire and successful completion of the probationary period, will receive a stipend of \$250 dollars on the pay following the referred employees' successful completion of the probationary period.
- C. A vacancy shall be defined as a newly created position or a present position that is not filled. Positions that are unfilled resulting from an administrative leave or other discipline matter will not constitute a vacancy. A Vacancy shall be posted in a conspicuous place in each building of the district for a period of ten (10) days.
- 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. When a temporary vacancy occurs, the administration will first seek volunteers from within the RUEAA classification affected to transfer to the temporary vacancy. If there are no volunteers the district may involuntarily transfer for a period not to exceed twenty (20) working days.
- F. 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. If no employee make such application for transfer, then the district will use the RUEAA interested retirees from the district list to fill the position at their rate of departure. The district will also work to establish a district sub pool to fill RUEAA temporary vacancies.
- G. Consideration shall be given to the qualifications, experience, and ability of existing employees making application for assignment to the positions. Secondary consideration will be provided to the District subs in the District pool before hiring a new employee.
- H. 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. A change in assignment (subbing) within the same classification and building for a consecutive period of five days or less shall not be defined as a transfer. If a current employee is transferred for a period of more than ten (10) days, he/she will receive an increase of \$2.00 (two) dollars per hour for the remaining transfer period. If the transfer was involuntary, the same employee shall not be involuntarily transferred again within the same semester.
- I. Under normal circumstances, employees shall be notified in writing of their assignments for the next school year no later than June 15. This assignment shall include the employee's role and building location. In the event of a change in assignment made after June 15th, the employee will be notified in writing of the change no later than August 30th.
- J. 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 with mutual agreement from the Association extend the substitute for additional thirty (30) days.
- K. 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.

- L. Whenever a bargaining unit member substitutes for a certified teacher(s), he/she shall be compensated at a rate of \$10.00 (ten dollars) per hour above his/her current hourly rate for such time. The above rate will be based on an employee's consecutive coverage of a class for a minimum of 45 minutes.

ARTICLE 5: 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.
- F. Behavioral Specialists and Educational Assistants shall be subject to layoff and recall consistent with the separate job classification seniority lists.

ARTICLE 6: EVALUATION

- A. All RUEAA employees shall be evaluated annually by the building or program administrator. The evaluation form used for RUEAA employees will be mutually developed and approved by a committee made up of representatives from both RUEAA and District.

- B. All RUEAA members will be evaluated using the same agreed upon classification form(s) throughout the district. Appendix(?)
- C. The employee evaluated shall receive their evaluation in writing. Once the employee receives the report, they shall be given an opportunity to discuss their evaluation report in private with the program administrator or director prior to entry into his/her personnel file.
- D. The evaluation report must be shared with the employee fifteen (15) days prior to the end of the school year. If the report is not shared with the employee 15 days prior to the end of the school year, the employee will be considered effective.
- E. An employee 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.
- F. All probationary RUEAA employees will be evaluated a minimum of one time (1) during their probationary period.

ARTICLE 7: COMPENSATION AND BENEFITS

A. Employee Compensation:

- I. Educational Assistants shall be paid at their respective hourly wage rates set forth in Appendix A for all hours worked. Educational Assistants will be paid for a (7) hour work day and shall receive an unpaid 30-minute lunch break.
- 2. Behavioral Specialists shall be compensated as set forth in Appendix B. Behavioral specialists will be paid for a (7.5) hour work day which includes a 30-minute paid lunch break.
- 3. All RUEAA members with perfect attendance shall receive \$500 dollar stipend to be paid on the 1st payroll following the completion of the RUEAA work year. Employees with one half (1/2) day to one (1) full day absence will receive \$250.00 dollar stipend to be paid on the first payroll following the completion of the RUEAA work year. Days used for bereavement, jury duty, or the employee’s personal day will not be counted against the above stated attendance.
- 4. Educational Assistants shall receive a daily stipend for bus transportation assistance as set forth in Appendix C.
- 5. Bus Transportation Assistance:

<u>Bus Transportation Runs</u>	<u>Daily Stipend</u>
Adolescent Day Treatment	\$36.75
Elementary Day Treatment	\$36.75

Each bus run for the Adolescent Day Treatment and the Elementary Day Treatment Programs requires two (2) Educational Assistants. Selection of Educational Assistants who will provide bus transportation assistance will first be accomplished through volunteers on a two-week basis. Any bus transportation assistance positions unfilled by volunteers will be filled on a rotating basis among the remaining employees, by seniority. It is the responsibility of a representative of the RUEAA to maintain the rotation schedule.

If an emergency situation requires the selection of an Educational Assistant to provide bus transportation assistance, it will first be accomplished through volunteers by seniority, given a 24-hour notice, a pre-developed list, developed by both the building administration and RUEAA or designee, shall be used to select the employee. If 24 hour notice is not given, then the building administrator may assign an Educational Assistant. An additional "Emergency List" will be developed at the same time designating Educational Assistants who are available on immediate notices. The selection process is not grievable.

Once the rotation schedule is set, the affected Educational Assistants shall complete a time sheet to be turned in with administrator's signature for each pay period. Time sheets are due on the Friday of the pay week.

If a need for an Educational Assistant to substitute for a Behavioral Specialist arises, and the next Educational Assistant on the rotation schedule to substitute is already assigned to provide bus transportation assistance, then such Educational Assistant shall be skipped over for the substitute assignment and moved to the next slot on the rotation schedule for substituting.

If a need for an Educational Assistant to provide bus transportation at another building or program other than the Adolescent Day Treatment and the Elementary Treatment Programs, the daily stipend shall be the same as provided in this section. The process for filling any such assignments will be as agreed upon by the administration and the RUEAA taking into account the specific considerations involved in the transportation needs.

- B. Employees will work with their supervisor or supervisors to establish appropriate breaks (which will consist of two fifteen (15) minute duty free, uninterrupted paid periods) and a thirty (30) minute duty free, uninterrupted lunch period. If lunch is interrupted and an employee is directed to return to duty, a timesheet is to be completed and approved by the supervisor.
- C. Employees may choose to receive payment of their earnings on an annual bi-weekly pay schedule. Employees choosing this option must sign an authorization form consenting to the adjustment in the payment of their earned wages for the purpose of receiving bi-weekly payments during a fifty-two (52) week period. Employees must elect their pay option prior to the end of the second week of school.

All educational assistants will have their paychecks direct deposited. Pay vouchers will be provided online. Exceptions will be made only under unique circumstances upon the written recommendation of the Union subject to the approval of the Superintendent.

D. PAID DAYS

1. The RUEAA work year will include all student days, all on site PD days, all paid holidays, and all teacher days, with the exception of teacher work days. If RU students have a half day of instruction this will also be a half day for RUEAA members. The calendar for employees represented by the RUEAA will be mutually established by RUEAA representatives and Human Resources Department annually. Employees will attend and participate in all scheduled professional development, as well as monthly building staff meetings. Employees shall submit time sheets for the extra time worked as a result of participating in monthly staff meetings. RUEAA members will not receive compensation for paid holidays or work days at an amount less than the 2018 -2021 contractual work year.
2. 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	h. New Year's Day
b. Wednesday before Thanksgiving Day (only if non-student day)	i. MLK Day
c. Thanksgiving Day	j. Good Friday
d. Friday after Thanksgiving Day	k. Friday before Memorial Day
e. Day before Christmas	l. Memorial Day
f. Christmas Day	m. President's Day
g. Day before New Years'	

3. Employees shall receive six (6) days of paid vacation at their average daily rate of pay each scheduled work year to be paid during the Winter Break, provided the employee works the scheduled days immediately before and after the Winter Break except in cases of emergency or illness.
4. All educational assistants will be entitled to two bereavement days and one personal day each contract year. Unused bereavement and personal days are non-cumulative and non-compensated. Requests for bereavement day usage must be made to the Human Resources Department for approval. Documentation is required.
5. Parent/Teacher conference time will be compensated at the regular pay rate on a time sheet signed by the building administrator. In the event half days are negotiated in the school calendar, the Spring & Winter conference times shall be compensated through two half days mutually agreed upon by both parties.
6. There will be no additional compensation in the event mid-winter break becomes five days.

E. LEAVE DAYS

- I. During the first year of employment, each employee shall be credited with (1) one leave day at the beginning of each month to a maximum of ten (10) days per school year. Thereafter, 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.

Leave days are not for the purpose of vacation. Use of more than three consecutive days shall not be attached to a holiday break and may require a doctor's excuse if administration suspects abuse. Leave days used the day before or day after a holiday break shall be without compensation, except in the case of illness or emergency.

2. An employee called for jury duty for whom the district is not able to gain deferment shall not have any leave days deducted but will reimburse the district for compensation paid by the court minus mileage. Employee must submit documentation.
3. Employees off of work because of a legal subpoena related to school business shall not be charged leave days for the performance of such obligation up to five (5) days per year. Employee must submit documentation.

- F. The employer shall provide the payment of monthly premiums for a term life insurance policy in the amount of forty-five thousand dollars (\$45,000) for each employee after completion of the probationary period.

- G. The Board shall pay the premium cost of MESSA long-term income protection coverage that maintains at least a salary guarantee of 60%, a maximum of 30 calendar days waiting period for eligibility, and a maximum monthly benefit of \$3,000 per month. Employee has the option of using individual leave days during the 30-day waiting period. During the time income protection insurance benefits are being collected, accrued leave days shall neither be paid nor forfeited.

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

	MESSA CHOICES	MESSA ABC Plan 1 (HSA Plan)	MESSA ABC Plan 2 (HSA Plan)
In Network:	\$500/\$1000	\$1300/\$2600	\$2000/\$4000 10% Coinsurance
Out Network:	\$1000/\$2000	\$2500/\$4500	
OV/UC/ER:	\$20/\$25/\$50	N/A	
Prescription:	Saver RX 2/10/20/40)	Saver RX 2/10/20/40)	

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

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

Employee benefits shall terminate on the last day of active employment if employee resigns or is terminated. If an employee retires or is laid off; the employee's benefits shall terminated on the last day of the month.

A committee made up of RUEAA members and District representatives will be established to review and consider insurance options.

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

J. 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.

K. All salary and benefits under the terms of this Agreement including health care benefits are independent of any other benefits provided to employees outside of the R.U.E.A.A. bargaining unit.

L. Highly Qualified Paraprofessional Compensation

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

Work Keys	\$300 lump sum, annually
Child Development Associate Degree	\$375 lump sum, annually
Associate Degree	\$400 lump sum, annually
Bachelor's degree	\$500 lump sum, annually

The employee has to have appropriate documentation from an accredited institution that the individual employee has been granted an Associate or Bachelor's Degree. The burden of submitting transcripts rests with the employee. Payments shall be made on an annual basis paid in a lump sum on the second pay date of June of each contract year.

M. PROFESSIONAL DEVELOPMENT

1. RUEAA members will be surveyed as to what types of Professional Development employees would like to have offered. A committee made up of RUEAA and district representatives will then develop Professional Development days for RUEAA members to participate in and list such days on the Redford Union district calendar. CPI Training, and CPR/First Aid shall be part of the mandatory Professional Development for RUEAA members.

If Professional Development occurs beyond the regularly scheduled work day, RUEAA members shall have the option to participate in the PD at their hourly per diem rate provided they submit a timesheet within 2 weeks of attending to the district payroll department.

RUEAA members, upon District approval, shall be allowed to attend Professional Development/training(s) outside of the District with no deduction to their leave time.

ARTICLE 8: LEAVE OF ABSENCE

- A. Employees may request leaves of absence, which shall be without pay, or benefits except as otherwise expressly provided. Such requests shall be made in writing and submitted to the employee's supervisor for processing. The employee shall be notified in writing of the disposition of his/her request.

- B. Requests for leaves of absence shall be granted for the purposes, duration and under the conditions specified as follows:
 - 1. A leave of absence for the purpose of parental care of the employee's newborn or newly adopted infant shall be granted for duration of up to one (1) year.
 - 2. A leave of absence for the purpose of recovery from a medically verified physical and/or mental disability of the employee shall be granted for duration of up to one (1) year. Health benefits shall remain in effect for the duration of leave not to exceed one (1) year.
 - 3. Personal leave may be granted with prior notice and through the established approval procedure as set forth by the Human Resources Department (Appendix F).
 - 4. A leave under this article, paragraph B may be renewable for a period not to exceed one year, at the discretion of the Board of Education. Extension of a health leave beyond one year will be without health benefits.

- C. All leaves of absence shall be subject to the following conditions:
 - I. 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 farther 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. 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 9: 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, upon request, to the Association President a copy of the agenda and complete minutes of all regular and special meetings of the Board of Education via email.

ARTICLE 10: 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 an Association representative present 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 11: 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.

 - I. 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 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 12: 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 13: DURATION OF AGREEMENT

A. **ENTIRE AGREEMENT**

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

B. **SEPARABILITY**

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

C. **TERM OF AGREEMENT**

This Agreement shall be in effect beginning July 13, 2021, through June 30, 2023.

D. **SUCCESSOR NEGOTIATIONS**

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

**BOARD OF EDUCATION
REDFORD UNION SCHOOLS**

**REDFORD UNION EDUCATIONAL
ASSISTANTS' ASSOCIATION**

Jasen Witt
Ass't Superintendent of Human Resources

Dale Cummings
RUEAA President

Tonya Karpinski
MEA UniServ Director

**APPENDIX A
WAGE SCHEDULE
EDUCATIONAL ASSISTANTS**

21-22

STEP	RATE
1	14.79
2	16.01
3	16.01
4	16.01
5	16.30
6	16.30
7	16.30
8	16.30
9	16.30
10	16.76
11	16.76
12	16.76
13	17.75

22-23

STEP	RATE
1	15.79
2	17.01
3	17.01
4	17.01
5	17.30
6	17.30
7	17.30
8	17.30
9	17.30
10	17.76
11	17.76
12	17.76
13	18.75

LONGEVITY PAY - SEVEN, TWELVE AND FIFTEEN YEAR EMPLOYEES

Full-time employees who have completed six (6) years of service will be paid at Step 7 during the seventh year, Step 12 during their twelfth year, and Step 15 during their fifteenth year. Such longevity pay is included in the above wage schedule.

- All employees will advance a step in the 21-22 and 22-23 school years.
- An additional \$500 will be added to the top step beginning 21-22 of the Wage Schedule.
- 23-24 The parties will negotiate an economic wage re-opener.
- All RUEAA that work summer school for the 20-21 school year will receive a one-time stipend of an additional \$500 Dollars.

**APPENDIX B
WAGE SCHEDULE
BEHAVIORAL SPECIALIST**

1. 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.

21-22

STEP	RATE
1	21.12
2	21.93
3	22.95
4	24.23
5	24.23
6	24.23
7	24.50
8	24.50
9	24.50
10	24.50
11	24.50
12	24.94
13	24.94
14	24.94
15	25.72

22-23

STEP	RATE
1	22.12
2	22.93
3	23.95
4	25.23
5	25.23
6	25.23
7	25.50
8	25.50
9	25.50
10	25.50
11	25.50
12	25.94
13	25.94
14	25.94
15	26.72

LONGEVITY PAY - SEVEN, TWELVE- AND FIFTEEN-YEAR EMPLOYEES

Full-time employees who have completed six (6) years of service will be paid at Step 7 during the seventh year, Step 12 during their twelfth year, and Step 15 during their fifteenth year. Such longevity pay is included in the above wage schedule.

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.

3. Behavioral Specialist Qualifications

Behavioral Specialists hired after March 1, 2014, shall have a minimum of an Associate Degree with a major concentration of course work related to child development, psychology, social work, or a related field. Current Behavioral Specialists shall be grandfathered into the behavioral specialist position and shall not have to meet the minimum requirements of behavioral specialists hired after March 1, 2014

- All employees will advance a step in the 21-22 and 22-23 school years.
- An additional \$500 will be added to the top step beginning 21-22 of the Wage Schedule.
- 23-24 The parties will negotiate an economic wage re-opener.
- All RUEAA that work summer school for the 20-21 school year will receive a one-time stipend of an additional \$500 Dollars.