

**TENTATIVE AGREEMENT**

**BETWEEN THE**

**WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY**

**AND**

**THE WAYNE COUNTY SALARIED STAFF FEDERATION  
LOCAL 4479**

**AFFILIATED WITH AFT MICHIGAN**

**AND**

**THE AMERICAN FEDERATION OF TEACHERS  
AFL-CIO**

**July 1, 2022 through June 30, 2025**



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## **PREAMBLE**

This is an Agreement by and between the Wayne County Regional Educational Service Agency (hereafter referred to as “RESA”, the “Board”, the “Employer” or the “Agency”) and the Wayne County Salaried Staff Federation, Local 4479 of AFT Michigan, affiliated with the American Federation of Teachers, AFL-CIO (hereafter referred to as the “Union”).

## **PURPOSE AND INTENT**

The Employer and the Union agree to recognize and affirm that their mutual goal is to fulfill the statutory responsibilities of the Agency by improving student and adult education through assisting constituent school districts in increasing the effectiveness and efficiency of their instructional services and their general school district operations relating to the mission of the Agency. These educational services should be predicated upon response to local need and leadership in educational innovation and instructional design. The nature of such educational services is dependent upon the quality of performance of all parties concerned and the possession by members of the Union of qualifications to assist in the accomplishment of these mutual goals.

To these ends, and pursuant to the collective bargaining process authorized by the Public Employment Relations Act, this Agreement contains provisions regarding wages, hours, and other terms and conditions of employment, a grievance procedure for the resolution of disputes, and a provision for conferences so that there will be a system of communication and consultation whereby the Employer and the Union can meet regularly to discuss matters relating to the implementation of this Agreement. It is also recognized by the parties that all provisions of this Agreement may, during its life, be altered only by authorized written agreement of the parties. Nevertheless, it is hoped that a broad interchange of ideas, in the area of educational policies and development and other areas, will contribute in a significant measure to the advancement of educational services provided by RESA.

## **ARTICLE 1 RECOGNITION**

- 1.1 The Employer recognizes the Wayne County Salaried Staff Federation Local 4479 of AFT Michigan, affiliated with the American Federation of Teachers, AFL-CIO, hereinafter called the "Union", as the sole and exclusive bargaining representative for all employees identified in the Consent Agreement R-84-C-104, as certified by MERC on September 25, 1984 as follows:

- Accounts Payable Supervisor
- Assistant Internal Operations - Head Start
- Bookkeeping Supervisor
- Child Care Supervisor and Community Development
- Computer Education Specialists
- Computer Operators
- Computer Operators II - Data Processing
- Consultant - Career Education
- Consultant - Placement and Guidance
- Consultant - Public Relations
- Consultants
- Coordinator - Family Services
- Coordinator - Health
- Coordinator - Nutrition
- Coordinator - Title I Projects
- Curriculum Coordinator
- Curriculum Resource Services Consultant
- Data Processing Leaders
- Data Technicians I - Data Processing
- Director - Staff Development Collaborative
- Education Program Service Specialist
- Field Engineers I - Data Processing
- Handicap Specialist - Coordinator of Services
- Head of Reference
- Head of Technical Services
- Internal Auditors
- Job Assistants
- Job Developers
- Leader - Field Engineer
- Leader Student Services - Data Processing
- Leader Systems - Data Processing
- Leader of Data Base
- Occupational Education Consultant
- Payroll Supervisor
- Program Evaluations / Special Projects Coordinator
- Programmers II - Data Processing
- Programmers III - Data Processing
- Public Information Specialist
- Pupil Accounting Specialist
- Staff Development Specialist
- Supervisor - Print Shop
- Supervisor - Transportation

Support Consultants I  
Support Consultants I - Data Processing  
Support Consultants II  
Systems Coordinator-Finance  
Technical Resources Assistants  
Technician I  
Testing Program Consultant  
Vocational Supervisor

The parties agree that the Union does not represent the employees excluded by Consent Agreement R-84-C-104, as follows:

Caregivers  
Caregiver/Cook  
Executive Director of Employee Services  
Play Group Aides  
Confidential Employees  
Executive Employees  
Positions which supervise positions within this unit  
Head Start Project Directors  
All other employees

## 1.2 **Additional Positions**

1.2.1 The following is the list of additional positions in the bargaining unit recognized by both the Union and Employer. These positions are in addition to the Recognition list provided in Article 1, Section 1.1, September 25, 1984 to June 30, 2007.

Application Programmer  
Assistant for Internal Operations  
Assistant for Instruction & Family Services  
Assistant for Operations – Special Education  
Client Server DBA – Systems Programmer  
Computer Operators  
Consultant – Adult & Community Education  
Consultant – Arts Education  
Consultant – Assessment  
Consultant – Bilingual  
Consultant – Campus Media/AV Acquisition  
Consultant – Career and Technical Education  
Consultant – Connectivity/Network  
Consultant – Curriculum Resource  
Consultant – Early Childhood Education & Family Services  
Consultant – Early Learning/Special Education  
Consultant – Education  
Consultant – English Language Arts  
Consultant – English Second Language (ESL)  
Consultant – Finance Applications  
Consultant – Food Services  
Consultant – Grants and Planning  
Consultant – Health and Prevention Services

Consultant – Instructional Technology Development  
Consultant – Instructional Television & Video Programming  
Consultant – Leader Student Applications  
Consultant – Learning Services  
Consultant – Library Technical Services  
Consultant – Math and Science  
Consultant – Media Applications  
Consultant – Micro Applications  
Consultant – Multi Media Development  
Consultant – Payroll/Personnel Applications  
Consultant – Reference Services  
Consultant – RESA Web  
Consultant – School & Community Relations  
Consultant – School and Community Relations  
Consultant – Social Studies  
Consultant – Special Education  
Consultant – Student Applications  
Consultant – Technology Planning  
Consultant – Telecommunications  
Consultant – Television Services  
Consultant – Testing  
Consultant – Transportation  
Consultant – Transportation Applications  
Consultant – Youth Development  
Coordinator – Technical Assistance  
Data Technician – Technical Support  
DBA Systems Programmer  
Field Engineer Technician  
Field Engineers  
Finance Assistant  
Finance Liaison  
Fund and Grant Developer  
Host System Programmers  
Instructional and Family Services Assistant  
Instructional Media & Technology Trainer  
Instructional Technology Librarian  
Internal Audit Office Supervisor  
LAB Technicians  
LAN System Programmers  
LAN Technicians  
Leader Field Engineer  
Leader Programmer  
Microcomputer Specialist – Special Education  
Network System Programmer  
Network Technician  
Purchasing Assistant  
Resource Center Technician  
Technical Writer  
TV Producer Director

1.2.2 Going forward, any WCSSF positions in existence at the time of ratification of this contract or created and posted after July 1, 2007 or during the term



of this contract are included as an extension of 1.2.1. Beginning July 1, 2010, any position created and posted will be added to a list which is easily accessible in a secure, electronic format and recognized by the Union and Employer.

1.2.3 The parties agree that the Union does not represent the following employees:

- A. Confidential Employees
- B. Executive Employees
- C. Positions which supervise positions within this unit
- D. Part-time employees who work fewer than 800 hours per calendar year
- E. All other employees not represented by this bargaining unit

No hours worked (nor earnings) as a represented full-time employee shall count toward the calculation of the 800 hours referenced in this subsection. If a part-time employee earns more than \$40,000 per calendar year the two parties will meet to determine the employee's bargaining unit status.

A list of all part time employees performing duties recognized as bargaining unit work as identified in this Article will be provided to the Union on a monthly basis. This list will include hours worked as of the date the list is created. Union may request to discuss the list with the Employer if there are questions or concerns.

1.3 All personnel hired to fill the positions specified in paragraph 1.1 as included in this unit, or to fill new positions appropriate for addition to the bargaining unit, shall be considered to be members of the bargaining unit, and shall be subject to all terms and conditions of this Agreement. The Employer agrees to give each newly hired employee in this unit an offer letter stating salary, starting date, and calendar assignment for the fiscal year.

If a posted position is filled by contracted personnel, the Union will be notified prior to the position being contracted and there will be a nine (9) month cap on the contracted service. If the Employer is unable to fill the position within the nine (9) month window, the Employer and the Union will meet to discuss next steps. This language is not intended to apply to contracted services outside of this bargaining unit.

1.4 Any letter of understanding regarding employment or contract of employment executed between the Board and an individual shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language regarding employment inconsistent with this Agreement, this Agreement shall be controlling. The Employer will provide the Union with a copy of all employment contracts executed between the Board and an individual bargaining unit employee.

1.5 Work performed by employees shall not be assigned to persons outside the bargaining unit without meeting and consulting with the Union and so long as such assignment of work does not cause the layoff of an employee.

- 1.6 The Employer shall be provided with a list of Union officers and any other Union representatives (such as those representing the Union in the grievance procedure). The Employer shall be notified in writing of changes in these data within ten (10) workdays of such change.
- 1.7 The Union shall be provided with a list of employees and the administrator to whom they report within a reasonable time (not to exceed sixty (60) calendar days) after ratification of this contract. The Union will be notified of any subsequent changes.
- 1.8 The Union may request the Employer to make available to the Union any statistics, records, work schedules, or other information which the Union considers necessary for preparation of bargaining, for implementation of the terms of this Agreement, or for processing grievances arising out of this Agreement. The Employer shall provide such information if it is required by law (including the Public Employment Relations Act and the Michigan Freedom of Information Act), within a reasonable time, usually not to exceed two (2) weeks. The Employer may provide, at its discretion, information beyond that required by law. The Employer specifically reserves its right to not provide information exempted or not required by applicable law or decisions of the Michigan Employment Relations Commission and its right to require that appropriate consents or releases be executed by affected employees when the Union requests information which may impact on the privacy of an employee.



## **ARTICLE 2**

### **SCOPE OF THE AGREEMENT**

- 2.1 The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties.
- 2.2 This agreement shall supersede any rules, regulations, or practices inconsistent with its terms unless mutually adjusted in writing by the Employer and the Union. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. Nothing in this paragraph shall affect the continuing validity of any policy or practice adopted by the Board which is consistent with the terms of this agreement.
- 2.3 The Employer shall supply each employee of the bargaining unit with a copy of this agreement within thirty (30) calendar days after its ratification by both parties. Each rehired, reinstated, or transferred employee, who does not have a copy of the agreement, shall be supplied with a copy by the Employer. A copy of this agreement will also be provided to all new employees at the time of signing their payroll deduction forms. Copies provided under this subsection may be electronic.
- 2.4 This agreement is subject in all respects to the laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the Employer, the Union, and employees in the bargaining unit.
- 2.5 In the event that any provisions of this agreement shall at any time be held to be contrary to law by a court with jurisdiction over the parties to this agreement from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. Upon the request of either party, the parties shall meet for the purpose of considering revision of the directly affected provisions only. However, all other provisions of this agreement shall continue in effect and such court determination shall not affect any other portion of this agreement.
- 2.6 The following language is included in this Agreement pursuant to the requirement of MCLA 423.215(7), as amended: An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCLA 141.1501 to 141.1531, is allowed to reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.



## **ARTICLE 3 UNION SECURITY**

- 3.1 The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such members belong to the Union, except to the extent authorized by state law the following method to enable bargaining unit members to support the efforts of the Union in their behalf:
  - 3.1.1 All members of the bargaining unit shall have the opportunity to join or refrain from joining the Union. Human Resources throughout shall notify the Union Treasurer and Union President in writing of new hires and date of employment and location at the time of execution of the staff assignment notice.
- 3.2 The Human Resource Department shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer.



## **ARTICLE 4 SENIORITY**

- 4.1 Seniority until August 13, 1985, shall be defined as an employee's most recent date of employment in a fulltime position in the Agency. Seniority beginning August 14, 1985, shall be defined as an employee's first calendar day of employment in a fulltime position in the unit and shall be ranked from the highest to the lowest within the bargaining unit. When more than one (1) employee is hired on the same date, seniority rank will be determined by the highest number (9999) of the last four (4) digits of the individual's Social Security number.
- 4.2 Only members of the bargaining unit can accrue seniority. Employees of the Agency as of August 13, 1985, who were not included in the bargaining unit, but who had previously held a position included in the bargaining unit and are returned to the unit, shall be given bargaining unit seniority credit for the time they held a position included in the bargaining unit. Members of the bargaining unit who are transferred or promoted out of the unit shall have their seniority frozen and will not accrue seniority until a return to the bargaining unit. Reentry will not cause the layoff of a non-probationary member. Former members of the bargaining unit may re-enter the unit by accepting a vacant position for which the Employer determines they are qualified. Former members of the bargaining unit who are laid off may bump a probationary employee from positions which the Employer determines the former member of the bargaining unit is qualified.
- 4.3 A seniority list of employees will be developed during negotiations, by the Employer with the approval of the Union, which will state the date of the first calendar day of work for seniority within the bargaining unit, and also the date of the first calendar day of work for retirement purposes.
- 4.4 The Union shall, within ten (10) calendar days of ratification of this contract, make a seniority list available to its members through RESA email. A revised master list shall be furnished to the Union by the Employer once a year, and posted by the Union within ten (10) calendar days of the Employer's provision of the list. The first time an employee's seniority date is posted, an employee who believes that his/her seniority date is incorrect must follow the grievance procedure. Thereafter, except for seniority dates changed as a result of grievance filed, such lists shall be binding on all employees in the bargaining unit.
- 4.5 Employees shall lose their seniority and their seniority shall be terminated if they:
- a. resign or quit;
  - b. are discharged or terminated;
  - c. are laid off for a period of two years;
  - d. retire;
  - e. do not return to work within the time limits of a leave of absence or an extended leave of absence.
- 4.6 New employees shall be considered probationary employees for the first twelve (12) months of their regular fulltime employment. The twelve (12) month period may be extended for an additional six (6) month period by mutual agreement



between the Employer and the Union. When an employee completes the probationary period, he or she shall be entered on the seniority list, with seniority date retroactive to the last date of hire in a regular full-time position at the Agency. The discharge of any probationary employees shall be non-grievable.

- 4.7 Regularly scheduled employees, whether they work a 10-, 11- or 12-month schedule, shall accrue seniority of one (1) year even though they may not work the full twelve (12) months in a year.

## **ARTICLE 5 PERSONNEL PRACTICES**

### **5.1 Fair Employment Practices**

- 5.1.1 The Employer and Union agree to follow all applicable state and federal laws prohibiting discrimination as they relate to any provision in this Agreement.
- 5.1.2 The Employer agrees that with respect to hiring, working conditions, and promotion practices, that neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, age, marital status, political activities, physical handicap unrelated to ability to perform one's job, or membership or non-membership or participation or non-participation in the activities of the Union.
- 5.1.3 The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, national origin, sex, age, marital status, political activities, physical handicap, or prior or current membership or past or current participation in the activities of any employee organization.

### **5.2 Announcement of New Positions**

- 5.2.1 A new bargaining unit position shall be defined as a regular fulltime job opening which the Employer intends to fill and which was not included in the Certification of Representative issued by the Michigan Employment Relations Commission.
- 5.2.2 The Employer agrees to post all new bargaining unit positions. For informational purposes only, the Employer agrees to inform the Union of management positions it intends to fill, except all levels of Superintendent.
- 5.2.3 When the Employer decides to post any new fulltime position (exclusive of other RESA bargaining units), then the Employer will notify the Union before such a position is posted. The notice shall include the information on the standard posting notice currently in use (including position title, immediate supervisor or department director, effective date, location, function, responsibility, skills, education, experience, salary range, application deadline, and application procedure), and a designation as to whether the position is in this bargaining unit. If the Employer changes the information on the standard posting notice, the Employer shall notify the Union of such change prior to implementation. If the Union disagrees with the designation of the written notice, the Union may request in writing, prior to expiration of the posting period, a meeting with the Employer to discuss the concerns. Such a meeting shall be scheduled by the parties within seven (7) calendar days of the notification unless this time limit is extended by mutual agreement. Filling of new bargaining unit positions shall follow the procedure outlined under Vacancies.

### 5.3 Vacancies

- 5.3.1 A vacancy shall be defined as a regular fulltime job opening which the Employer intends to fill, whether such opening is created by expansion, resignation, transfer, leave, promotion, or other circumstances.
- 5.3.2 Vacancies in this bargaining unit shall be filled by the person who, in the judgment of the Agency, is the best candidate for the position.
- 5.3.3 For the purpose of this agreement, the best candidate for any position shall be based on any legitimate and lawful factors, including but not limited to education, work experience in the department where an opening exists, other related work experience (inside or outside the Agency), general work experience, job skills, formal training, applicable approvals or endorsements, interpersonal skills, affirmative action, seniority, and the overall needs and interests of the Agency.
- 5.3.4 The Employer reserves its right to select applicants from outside the bargaining unit and outside the Agency. Internal applicants who are members of this bargaining unit, and who meet the best candidate standard for the posted position, will be given first consideration. Where two or more applicants are judged to be substantially equal with regards to the best candidate standard, the vacancy shall be filled by the applicant with the longest seniority in the Agency.
- 5.3.5 At a minimum the Employer shall post a vacancy internally. The Employer will be responsible for posting vacancies in this bargaining unit via RESA e-mail, copying the Union Officers. The notice shall include the information on the standard posting notice currently in use (including position title, immediate supervisor or department director, effective date, location, function, responsibility, skills, education, experience, salary range, application deadline, and application procedure). If the Employer changes the information on the standard posting notice, the Employer shall notify the Union of such change prior to implementation. Postings shall generally take place no less than fifteen (15) calendar days prior to the deadline date. Employees who are on leaves of absence and who wish to be notified of bargaining unit positions shall notify Human Resources in writing. The Employer will mail out notices to these employees.
- 5.3.6 The Union will be notified in writing of the reason for the withdrawal by the Agency of any posted bargaining unit vacancy.
- 5.3.7 In the event any employee applies for a vacancy and does not receive the position, the employee shall receive in writing a notice that he/she did not receive the position. The employee may request in writing a conference with the Employer to discuss the reason he/she did not receive the position. The conference will occur within twenty (20) workdays at a mutually agreeable time.
- 5.3.8 Before posting a new position, the Employer will seek input in the development of job descriptions from the Union. Once posting timeframes expire and applicants have been screened, the Employer shall utilize a team

approach to interview applicants for vacancies in this bargaining unit. The union will select a bargaining unit member with similar job function or experiences to be included on the first and second round interview processes whenever possible. If a member with similar job functions or experiences is not available, the president may appoint themselves or a member of the executive board of the union to the interview team. A reasonable effort will be made to accommodate the WCSSF representative(s) availability when scheduling interviews, with the understanding the hiring manager's calendar takes precedent. If an invited WCSSF representative is unable to participate in a first or second round interview, the interview may proceed as scheduled.

- 5.3.9 In the event the employer does not fill a vacancy within sixty (60) calendar days after expiration of the posting, then such circumstance will, upon written request by the Union for a special conference, be discussed with the Union.

#### 5.4 **Transfers**

- 5.4.1 If an employee is assigned to a lower paying position he/she may bump pursuant to the layoff procedure of the contract.

##### 5.4.2 Reassignment

Reassignment of a bargaining unit member is initiated by the Employer and refers to a change in the focus of the employee's work or a change in base location while maintaining the employee's current classification.

Reassignment of bargaining unit members will be made when considered necessary by the Employer to prevent undue disruption of services, to bring about the improvement of services, or when funding for positions is reduced or eliminated. When a reassignment is to be implemented, the Employer will consider and evaluate the need for service, seniority, and skills of the employee(s). The following 4-step procedures will be utilized:

- a. The Employer will give at least ten (10) workdays written notice to the affected bargaining unit member(s) and the Union President. In the event of an emergency the time limit may be waived upon mutual agreement of the parties. This written notice will include proposed date of reassignment, time lines, responsibilities and duties, proposed duration of responsibilities and proposed location and rationale for reassignment. Employee(s) shall be notified within three (3) workdays of the determination of a change in the duration.
- b. The Union must notify the Employer of any concerns regarding the reassignment within ten (10) workdays following the written notification. If such notice is received by the Employer, a special conference with the employer, the union, and the employee(s) will be called on a mutually agreed upon date to discuss such concerns.
- c. Timelines may be extended by mutual agreement between the parties.

d. Reassignment pursuant to this section shall not be done for disciplinary reasons.

## 5.5 **Reclassification**

Employees in the bargaining unit who believe that they are not appropriately placed on the salary schedule as to schedule, step, or title may request review of such placement according to the following:

- 5.5.1 Put the request in writing to the employee's Executive Director. The request must include a description of the employee's assigned duties which warrant the change in step or schedule and discussion of how these duties are similar in scope to the duties of employees who are paid already on the requested step or schedule.
- 5.5.2 The Executive Director shall discuss the request with the employee and provide the employee with a written response to the request within 15 workdays of the employee's written request.
- 5.5.3 If the Executive Director's recommendation is to approve the request, that recommendation will be forwarded to the Deputy Superintendent. The Deputy Superintendent will review the request and recommendation then forward it to the Superintendent with their own recommendation within 15 workdays if approved. The Superintendent or designee will notify the employee of the decision, with copies to the Deputy Superintendent and Executive Director, and forward the recommendation to the board of education within 10 workdays.
- 5.5.4 If the Employer's recommendation is to deny the employee's request for reclassification on the salary scale, the employee may, within 10 workdays of receiving notice of the denial, appeal the decision to a panel consisting of a representative from Human Resources, a representative of the Union, and the employee's Executive Director. The employee may choose to address the panel. The panel will review the appeal and make a recommendation to the Deputy Superintendent or Superintendent depending on the level at which the request was denied. The panel will have no more than 15 workdays to make its recommendation.
- 5.5.5 If a request for placement change is approved by the Board, it will be retroactive to the date the employee made the request in writing pursuant to this article. In no event shall such date for retroactive effect be earlier than the date of execution of this article.
- 5.5.6 Other than the procedural aspects of 5.5.1–5.5.5 above, nothing in Section 5.5 of this article shall be subject to the grievance process of the contract between WCSSF and RESA. A decision by the Employer to grant or deny reclassification is not grievable.
- 5.5.7 In the event that a request for reclassification is approved, the placement on the new salary schedule which is a higher classification than they are currently will be as follows:

a. The Executive Director in conjunction with Human Resources will determine the appropriate step on the new salary schedule. At minimum, the employee shall:

i. be placed on the next highest step on their current salary schedule.

ii. The employee will then be placed on the new salary schedule at the lowest step which reflects an increase in pay.

## 5.6 **Orientation for New Employees**

Orientation for new employees shall be developed by the employer after consultation/discussion with the Union.

## 5.7 **Personnel Files**

5.7.1 Each employee shall have the rights provided by the Michigan Right to Know Act to review their personnel record maintained by the Employer, to obtain employer provided copies, to disagree with statements or information contained in the personnel record by submitting a written statement to be included in the personnel record, and any other rights provided by the Act. In reviewing the personnel record, an employee may be accompanied by a Union representative, if so desired, or may designate by written authorization a Union representative to examine the personnel record in their absence.

5.7.2 No official report nor any derogatory statement about an employee shall be entered into an employee's personnel file unless the employee is sent a dated copy. All statements and/or remarks must be signed by the author of the document before being entered into the employee's personnel file. The employee has the right to submit a response (no more than five (5) pages) to derogatory statements or remarks placed in his/her file and such response shall be entered into the file.

5.7.2.1 Employees shall have the right to have placed in their personnel file letters of commendation and certificates indicating additional education.

5.7.2.2 Complaint letters from any constituent groups or clients will be removed from the employee's personnel file at the request of the employee after twelve (12) months, if disciplinary action has not been taken.

5.7.3 Reprimands which have been filed for more than three (3) years shall not be used as the basis for additional disciplinary action. However, any subsequent discipline that is of the same or similar nature of an employee's previous discipline may be used to support progressive discipline.

5.7.4 In the event the Employer is served with any legal process requiring the disclosure of personnel records for any bargaining unit member, the Employer shall notify the affected bargaining unit member of same unless prohibited by law.

## 5.8 **Evaluation Process**

The Employer and Union recognize that the purpose of the evaluation process is to enhance and/or improve the level of job performance and communication between the employee and the supervisor.

Bargaining unit members will be formally evaluated minimally every other year utilizing the agreed upon evaluation form and process. Any bargaining unit member previously evaluated as less than satisfactory will continue to be evaluated annually until rated satisfactory or terminated. The performance evaluation form and process may be revised periodically, with mutual agreement from the union.

Probationary employees may be evaluated more frequently during the probationary period. After the satisfactory completion of the probationary period, an employee will be evaluated again during the next regular evaluation period, but not more than once in a calendar year.

## 5.9 **Due Process / Just Cause**

Any employment action, including termination, resulting from RESA's compliance with School Safety Legislation (Revised School Code, MCL § 380.1230, et. seq.) or in any disciplinary action shall be for just cause and will afford the employee due process with the opportunity for union representation.





## **ARTICLE 6 GRIEVANCE PROCEDURE**

The purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings should be kept as confidential as may be appropriate at each level of the procedure.

### **6.1 Definitions**

- 6.1.1 A grievance shall mean an unsettled complaint that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
- 6.1.2 An aggrieved person shall mean any member of the bargaining unit, or the Union on its own behalf, making the complaint.
- 6.1.3 Whenever the term employee is used, it is to include any member or members of the bargaining unit.
- 6.1.4 Whenever the singular is used, it is to include the plural.
- 6.1.5 Whenever notice is used, it is meant that such be written notice to all persons concerned.

### **6.2 General Principles**

- 6.2.1 A grievance may be withdrawn at any level.
- 6.2.2 Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
- 6.2.3 When hearings and conferences are held during working hours, all persons who are present at the hearing or conference pursuant to this article whose working hours are affected, shall be excused with pay, for that purpose.
- 6.2.4 No decision or adjustment of a grievance shall be contrary to any provision of this agreement.
- 6.2.5 Forms for filing and processing grievances shall be as mutually agreed upon.
- 6.2.6 Failure by the employee and/or the Union at any given step of this procedure to file a written grievance or to appeal a decision within the specified time limits shall terminate the grievance.
- 6.2.7 Failure by the Employer or its designated agents to communicate a decision on a grievance within the specified time limits shall advance the grievance to the next step of the grievance procedure.

6.2.8 The time limits specified in this procedure or the steps may be extended and/or modified in any specific instance by mutual agreement. This agreement shall be put in writing and signed by the parties.

6.2.9 A copy of all correspondence related to the grievance shall be sent to the WCSSF President and Human Resources.

### 6.3 **Formal Grievance Procedure**

Grievances shall be presented and adjusted in accordance with the following steps:

#### 6.3.1 Step 1 – Initial Conference

6.3.1.1 A grievance issue shall be discussed with the appropriate Executive Director and/or designee with the object of resolving the matter:

a. By an employee accompanied by the appropriate Union representative.

b. Through the Union representative if the employee so requests.

c. By the Union representative in the name of the Union.

6.3.1.2 The grievant shall indicate when requesting an initial conference, his/her intent to initiate the formal grievance procedure. This can be communicated via e-mail or office mail.

6.3.1.3 The request shall be submitted to the Executive Director and/or designee within fifteen (15) workdays following the date on which the Union discovered or reasonably should have become aware of the act or condition which is the basis of the grievance.

6.3.1.4 The Executive Director and/or designee will convene an initial conference within ten (10) workdays of the Union's request.

6.3.1.5 The Executive Director and/or designee will provide a written response to the grievance within ten (10) workdays following the date of the initial conference.

#### 6.3.2 Step 2 - Written Grievance

6.3.2.1 In the event the matter is not resolved at Step 1, the grievance (stated in writing on the form provided for such purpose) shall be submitted to the Executive Director of Human Resources or designee within ten (10) workdays following the date on which the Union received written response from Step 1.

6.3.2.2 Within ten (10) workdays after receiving the written grievance, the Executive Director of Human Resources or designee shall meet with the grievant and the Union representative in an effort to resolve the grievance.

The Executive Director of Human Resources or designee shall indicate his/her disposition of the grievance in writing within ten (10) workdays after such meeting and shall furnish a copy of his/her decision to the Union representative and the grievant.

### 6.3.3 Step 3 –Written Appeal

If the grievance is not resolved in Step 2, it may be appealed to the Superintendent and/or designee within ten (10) workdays after receiving the answer from Step 2. Within ten (10) workdays after receiving the transmittal of such grievance, the Superintendent and/or designee shall hold a hearing giving the grievant and the Union a reasonable opportunity to be heard. The Superintendent and/or designee shall indicate his/her disposition of the grievance in writing within ten (10) workdays of such meeting. A copy of his/her decision shall be furnished to the grievant and the Union. The appeal to the Superintendent and/or designee shall be in writing and shall state the reason for the appeal.

### 6.3.4 Step 4 - Arbitration

6.3.4.1 If the grievance is not resolved at Step 3, and if it involves a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this agreement, the Union may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or to the Union President as the case may be, and the American Arbitration Association ten (10) workdays after receipt of the answer in Step 3. If no such notices are given within the ten (10) workday period, the answer from Step 3 shall be final and binding on the Union, the employee(s) involved and the Board.

6.3.4.2 It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as powers are limited below, after due investigation to make a decision in writing, setting forth findings and conclusions in a case of a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this agreement. The arbitrator's decision shall be based solely upon the express and specific provisions of this agreement, without addition, subtraction, or modification. The arbitrator will be selected and the arbitration will be conducted under the then current rules of arbitration.

6.3.4.3 If the decision by an arbitrator is split, giving each side of the arbitration a partial remedy, the fees of the arbitrator shall be borne equally by the Employer and the Union. If the decision by an arbitrator favors one side only, then the arbitrator's fees shall be borne by the party against whom the arbitration decision is made.

6.3.4.4 The arbitrator's decision, when made in accordance with the jurisdiction and authority established by this agreement, shall be final and binding upon the Union, the employee(s) involved, and the Board. Any adjustment of a grievance agreed upon by the employer and the Union at any stage of the grievance procedure shall conclusively dispose of the

grievance and shall be binding upon the Employer, the Union, and any unit member or members involved.

## **ARTICLE 7**

### **PROFESSIONAL GROWTH AND TRAINING**

The Employer and the Union agree that Professional Growth and Training of all WCSSF members is a matter of mutual interest.

#### **7.1 Definition**

Professional Growth and Training (PGT) are those activities for which the primary purpose is to build the capacity of the organization by developing or enhancing the knowledge and/or skill of members in relation to their current or planned work. Examples may include conferences, workshops, seminars, online courses or webinars, book studies, certification studies, professional organization activities or person to person exchanges.

#### **7.2 Time and Location**

PGT are considered part of a member's work. They may take place at any time or location, but often occur during the work day at locations away from Wayne RESA.

#### **7.3 Associated Costs**

Costs associated with pre-approved PGT are generally paid by the Agency. Current agency procedures are followed for pre-approval, reporting, and reimbursement of PGT costs.

#### **7.4 Requests and Approvals**

The employer will maintain a process by which members can discuss PGT needs and opportunities with their supervisor and request approval for specific PGT activities. Work-related meetings are not subject to the PGT pre-approval process. Nothing in this article, however, creates an obligation on the part of the employer to approve PGT requests for any given member during any given time frame. Administrative decisions to not approve PGT requests are not grievable under the contract.



## **ARTICLE 8 LAYOFF, RECALL, RETRAINING**

### **8.1 Layoff, Recall**

8.1.1 When circumstances create the potential for the elimination or reduction of work and subsequent reduction of bargaining unit positions, the Employer, Union, and the Labor-Management Collaborative (L-MC) will explore options to avoid the layoff of current members.

8.1.2 If the Employer determines that the elimination or reduction of work is unavoidable, the Employer will determine which position(s) will be eliminated. The Employer will notify the Union in writing of its contemplated action at least one (1) business day prior to contacting affected members to arrange a meeting with them. Within four (4) working days following union notification the employer will meet with each member whose position is being eliminated. Members will be allowed Union representation at this meeting if requested. The Employer will also meet with the Union during these four (4) days to discuss the implementation of the process described in the remainder of this Article. The employer will give a written notification of layoff to affected members within two (2) working days of this initial meeting with the union. The effective date of the layoff will be not less than 25 working days from the date of written notification of layoff to the member. During this 25 day window the Employer will meet with the Union to explore possibilities for reassignment that may mitigate the layoff. At their option, affected members will have the opportunity to participate in these discussions at applicable points.

8.1.3 The Employer shall maintain and use a master seniority list. The master seniority list shall contain the names of all fulltime employees along with their date of hire, and position title.

8.1.4 When one or more bargaining unit positions are eliminated and members receive layoff notification, the following order of work reduction shall apply:

1. Any temporary or excluded employee referenced in 1.2.3 D doing bargaining unit work will be terminated prior to the layoff of a regular bargaining unit employee provided the Employer determines that the remaining employees have the present ability to perform the work.

2. The most senior employee in the position to be reduced who requests a voluntary layoff shall have the request granted. The layoff shall extend for the lesser of five (5) years or until the employee is recalled. If recalled and the member declines the recall, the member has voluntarily quit.

3. Probationary bargaining unit employees in the position to be reduced will be terminated prior to the layoff of a seniority employee.

4. If no employee in the position to be reduced requests a voluntary layoff, and probationary employee(s) have been terminated pursuant to Paragraph 3 above, the employee with the least seniority in the position to be reduced will be the first subject to the layoff process.

5. An affected employee may initiate a bumping procedure as follows: first into a position held by the least senior bargaining unit employee at the same pay classification (level of grade or track), or if such position does not exist, next to a position held by the least senior bargaining unit employee at a higher pay classification (level of grade or track) and last to the position held by the least senior bargaining unit employee in the next lower pay classification. Affected Members will have the opportunity to participate in discussions with the employer regarding their status and qualifications with respect to bumping or reassignment to other work. In any case, the Employer retains the right to determine whether the affected employee has the required qualifications for the position and the ability to do the work. The Union may appeal administration's denial to allow an employee to bump into a position as a result of layoff starting at Step 3, Written Appeal of the Formal Grievance Procedure (subsection 6.3.3).

6. This process will continue until such time as the employee with the least seniority in the bargaining unit is laid off or the Employer has determined that the laid off employee is not qualified or does not have the ability to perform the work of any position held by another employee with less seniority.

8.1.5 The laid off employee will be notified of recall by registered letter to the latest address listed on the employer's records. A copy of such notice will also be mailed to the Union. If said employee fails to notify the employer in writing of acceptance of the recall within ten (10) calendar days from the date the return receipt is received by the employer, the recalled employee has voluntarily quit. The next eligible laid off bargaining unit member will be notified of recall as per the above steps. An employee may decline the recall providing the employer determines another employee on layoff is equally qualified and has the ability to do the work.

8.1.6 When an opening in a bargaining unit position occurs, the laid off employees shall be recalled in inverse order of their layoff, provided the Employer determines that said employee has the qualifications and ability to do the work. Each employee shall have recall rights for no more than two (2) years from the date the employee was laid off. If the Employer determines that two or more employees on layoff are equally qualified and have the ability to do the work for the job opening, the most senior employee shall be offered the position first.

8.1.7 Employees who are laid off pursuant to subsections 8.1.1 and 8.1.2 of Article 8 will receive COBRA insurance benefit coverage at the Employer's expense after the date of layoff, for rest of the month and for two (2) premium payments after the effective date of the layoff, provided the employee continues to pay their cost share, if any.



8.1.8 Employees recalled from layoff will be paid at the wage rate of the position assigned.

8.1.9 An employee who is a member of this bargaining unit as of the date of ratification of this contract, who becomes laid off and must bump pursuant to the layoff provision of the contract, and who is otherwise considered qualified for a position, will not be considered unqualified solely because (s)he does not have a teaching certificate for a position requiring such, unless a teaching certificate is mandated by the grantor, the State of Michigan or other regulatory agency.

## 8.2 **Retraining**

Members who are reassigned as a result of this Article will be provided appropriate training and a reasonable amount of time to become proficient in the duties and responsibilities of their new work. Members shall not be unreasonably denied the right to bump or pursue reassignment based solely on their inability to perform the new work in a very short period of time.

## 8.3 **Outplacement**

Employees to be laid off will be provided an opportunity to participate in an outplacement process identified by the Employer.

## **ARTICLE 9**

### **UNION/EMPLOYER COOPERATION/COMMUNICATION**

9.1 There shall be a scheduled meeting between the Executive Director of Human Resources, or designee and the Union President at least once per month. The Union, with the Employer's approval, may include individuals it feels are necessary for the conduct of business at these meetings. The purpose of these meetings will be to discuss matters relating to the implementation of this Agreement.

Either party shall also have the right to request special conferences to discuss matters of mutual concern. The request shall include a proposed agenda and shall specify the representatives of the other party whom the requesting party wishes to be present. Matters taken up in special conferences shall be confined to those included in the written agenda. Such conferences will be held on an "as needed" basis and will generally be scheduled within seven (7) workdays of the request.

9.2 WCSSF and the Employer have developed, and agree to continue, a Labor-Management Collaborative (L-MC). The mission of the L-MC is to define and maintain a process for Wayne RESA, in which all participants will solve problems or concerns amicably, based on trust. The results would be improved morale and better working relationships, with open and honest communication among colleagues for the benefit of the organization and its work.

9.3 The establishment of the Labor-Management Collaborative (L-MC) is an example of the cooperation between administration and union in implementing RESA's Strategic Plan and achieving its organizational goals. Union leader's functioning in this and similar "collaborative-organizational" activities go beyond the traditional "union" focus (e.g. contract negotiations, grievance processing, representing members in due process hearings, etc.). RESA acknowledges that incumbent to their leadership position, union leaders will, at times, function in a "collaborative-organizational" capacity which should be considered part of their normal work responsibilities.

9.4 A copy of the Board agenda will be e-mailed to the Union President at the time it is sent to the Board. In the case of cancellations, the Union President shall be notified.

9.5 A copy of the official minutes of each Board meeting shall be provided to the Union President after their adoption by the Board.

9.6 The Union President or designee shall be allotted release time for RESA Board meetings.

9.7 The Union President, or designee, and persons involved shall be allotted release time for the purpose of investigating and processing emergency situations. Arrangement for release time shall be made with the immediate supervisor. The permission of the immediate supervisor shall not be unreasonably withheld.



**ARTICLE 10**  
**USE OF FACILITIES BY THE UNION**

- 10.1 The Union and its representatives shall have the right to use the RESA buildings at all reasonable hours for meetings that do not conflict with program or working hours of the employee, provided that when special custodial service is required the Employer may make a reasonable charge thereof. Such use will require that the Union follow the established building scheduling procedures.
- 10.2 Duly authorized representatives of the Union shall be permitted to transact official Union business on the RESA property, provided that this shall not interfere with the working hours of the employee or interrupt normal RESA operations.
- 10.3 The Union shall have the right to provide meeting notices and similar communications to its members via RESA e-mail and/or campus mail. A copy of all postings will be forwarded to Human Resources prior to posting.
- 10.4 The Employer shall deliver Union meeting notices and similar communications via its existing distribution channels. Such deliveries shall be made at the same time regular mail deliveries are made. The Employer shall not delay such deliveries arbitrarily, nor shall it routinely charge the Union for such deliveries.



**ARTICLE 11**  
**EMERGENCY CLOSINGS**

- 11.1 In the event the Superintendent determines that conditions or other Acts of God require that the employee's place of work be closed, no leave banks shall be charged.
  - 11.1.1 The Superintendent shall announce the emergency closings of the RESA facilities on local media, the current employee electronic notification system, the outgoing message on the main telephone line and the agency's website.
  - 11.1.2 If buildings are closed after the employee's regular workday has begun, said employee(s) will be paid for a full day of service.
- 11.2 If the place of employment is open and an employee is not able to report because of existing weather conditions or other Acts of God, the employee shall determine how his/her workday will be charged from flex, personal business or years of service banks. In the case of inclement weather, the decision to offer any work time or work place accommodations rests with the Superintendent.

## **ARTICLE 12 LEAVES OF ABSENCE**

It is recognized that a policy permitting leaves of absence for professional objectives or for personal or medical reasons can be beneficial to the employee and the Employer.

### **12.1 Leave Criteria**

Unless otherwise specified, leave criteria shall be:

#### 12.1.1 Eligibility

To be eligible for an unpaid leave of absence, an employee shall have one (1) year of continuous, fulltime service with the Employer. The Employer may waive eligibility requirements.

#### 12.1.2 Application for leave

Not less than fifteen (15) workdays prior to the next scheduled Board meeting, the employee shall submit to the Employer a written request for the leave, stating the reason, the period of absence, and date of return.

#### 12.1.3 Approval

Subject to approval by the Employer, a leave of absence may be granted.

#### 12.1.4 Length of Leave

Leaves of absence may be granted for a period not to exceed one (1) year. Requests for extension must be submitted in writing, stating the reason, at least thirty (30) calendar days prior to the termination of the current leave. The Employer may, at its discretion, extend a leave for a period of up to one (1) additional year.

### **12.2 Return from Leave**

12.2.1 If an employee does not return to work by the date of leave expiration, the employee shall be considered to have voluntarily resigned unless he/she was unable to return due to extenuating circumstances beyond his/her control. If an employee wishes to return to work before the expiration of the leave, he/she must submit a written request for return to work to the Employer not less than thirty (30) calendar days prior to the date the employee wishes to return. Granting of such requests is subject to the approval of the Employer.

12.2.2 An employee shall be entitled to be returned to his/her former position following termination of a leave not exceeding one (1) year.

12.2.3 The Employer may fill open positions resulting from a one (1) year leave with a temporary employee.

- 12.2.4 If a temporary employee is hired for a leave position, fills the position for a period of one (1) year, and is then hired permanently because the employee on leave does not return, the new employee will receive retroactive seniority to his/her original date of hire in that leave position.
- 12.2.5 If a leave extends for a period beyond one (1) year, the position occupied by the employee on leave shall be posted according to the provisions of Article 5.
- 12.2.6 When the employee on extended leave returns, he/she shall have the right to an open position in the department the employee left provided that the employee has the present ability to perform the work and meets the minimum criteria for the position, and unless another employee with greater seniority on extended leave is also returning to the same department.
- 12.2.7 In the event there is no open position in the department from which the employee left, the employee will be granted any open position in the Agency according to seniority for which he/she has the present ability to perform the work and meets the minimum criteria for the position. If no openings exist, the returning employee shall have the right, for a period of two years, to fill the next available opening for which he/she has the present ability to perform the work and meets the minimum criteria for the position.
- 12.2.8 An employee on approved leave without pay shall accrue seniority but shall not advance on the salary schedule nor accrue any benefit based on length of service.

### 12.3 **Fringe Benefits for Unpaid Leaves**

Employees with three (3) or more years of service with the Employer on approved leaves of absence not exceeding one (1) year in duration will receive health, prescription insurance, and long-term disability coverage for one premium payment after the beginning date of the leave, provided the employee continues to pay their cost share, if any. An employee may exercise the option (in writing) for continuance of any coverage at the full group rate cost paid in advance, and without Employer subsidy, for the period of the leave. Exceptions to these criteria are specified in the following sections.

### 12.4 **Unpaid Leaves**

An employee shall accrue seniority but shall not advance on the salary schedule and shall not receive Employer paid fringe benefits for the following leaves:

- a. Parental leave
- b. Family Medical Leave
- c. Other



#### 12.4.1 Parental Leave

An employee who has completed one (1) year of continuous service is eligible for parental leave. Any employee attending a newly born child or a newly adopted child may request, and the employer shall grant, a parental leave for up to one (1) year. If the initial request is for less than one (1) year, the employee may make written request for an extension of parental leave not less than thirty (30) calendar days prior to the expiration of the first leave. The amount of any one parental leave (initial request and extension) may not exceed one year.

#### 12.4.2 Family and Medical Leave

Members may request, and the employer shall grant, leave under the Family and Medical Leave Act (FMLA), consistent with RESA Board Policy on FMLA.

#### 12.4.3 Other

Employees may request unpaid leave for other extenuating circumstances subject to the criteria of 12.1. Unpaid leave will not be granted to enable an employee to engage in other employment.

### 12.5 **Paid Leaves**

Unless otherwise specified, an employee shall accrue seniority, shall receive the appropriate salary schedule credit if the leave does not exceed one (1) year (leaves exceeding one (1) year shall be limited to one (1) year's credit), and shall receive Employer paid fringe benefits for the following leaves:

- a. Mandatory military leave
- b. Jury duty
- c. Funeral leave
- d. Personal business leave
- e. Medical leaves

#### 12.5.1 Military Leave

An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when on full time active duty away from his/her work assignment for a maximum of two (2) weeks per year provided the employee turns over to the Employer proof of the wages earned while on such full time active duty. In the case of national or civil emergency, State or Federal law will prevail.

#### 12.5.2 Jury Duty and Court Appearances

An employee who serves on jury duty shall be paid the full amount that would have been earned for each scheduled workday on which the employee reports for or performs jury duty, provided the employee turns over to the

Employer the amount received for jury duty, minus parking expenses and mileage for such days. The employee will not be penalized for jury duty absence by loss of Sick, Personal Business, Flex, Employee Purchase or Years of Service leave days and/or other benefits provided a statement from the court certifying the days of service is filed with the Employer. The same provisions apply to court appearances related to the employee's job at Wayne RESA. Personal court appearances will require the use of Flex, Personal, Employee Purchase or YES days.

### 12.5.3 Funeral Leave

12.5.3.1 An employee may be granted paid leave up to five (5) workdays (excluding weekends) following a death in the immediate family of an employee or spouse. Immediate family includes spouse, children, step-children, step-parents, grandchildren, parents, foster parents, foster children, grandparents, brothers, sisters, and any person who lives in the employee's home and whose financial or physical care the employee is primarily responsible for.

12.5.3.2 The employee shall have leave to attend the funeral of other relatives or friends, deductible from Flex, Years of Service, or personal business days.

### 12.5.4 Personal Business Leave

12.5.4.1 Each member of the bargaining unit will be granted three (3) workdays per year for absences of a personal nature. Employees may carry forward no more than three (3) days of unused personal business leave from one fiscal year to the next.

All employees will have the option to cash in at 100% of their per diem rate up to a total of six (6) earned and unused personal business days available in their bank at the end of the fiscal year. Employees will exercise their option prior to June 30 of each fiscal year by a deadline date established by the Employer and payment will be made no later than the first pay date in August.

Any personal business days in an employee's bank totaling more than 24 hours on June 30 of each fiscal year will be paid out at 100% (one-hundred percent) of the per diem rate.

12.5.4.2 An employee will submit notice to his/her supervisor at least one (1) workday prior to the workday he/she wishes to be off utilizing the designated online system. If the situation does not allow for a one (1) workday notice, the said employee shall verbally notify his/her supervisor of the emergency and shall submit the request upon return to work.

## 12.5.5 Medical Leaves

### 12.5.5.1 *Maternity*

Absence due to medical disability resulting from pregnancy or any related medical disability shall be treated as any other medical disability, as specified in Section 12.5.5.2, *Sick Leave*.

### 12.5.5.2 *Sick Leave*

The purpose of sick leave days is to provide income continuation for employees who are unable to work because of:

- a. Personal illness.
- b. Illness of a dependent or family member for whom the Employee is responsible.
- c. Medical appointments for the Employee or a dependent or family member for whom the Employee is responsible.

## 12.6 **Sick Leave Days**

It is recognized that there is no personal ownership of sick leave days and that they cannot be accrued.

At the request of the Assistant Superintendent of Human Resources or designee an employee may be required to provide a medical statement from the employee's physician and/or an Employer-designated physician to determine fitness to perform the duties and responsibilities of their position. In the event the employee must attend a separate medical appointment from a regularly scheduled appointment, the expenses of the employer-required examination will be paid by the employer. Subject to the above, the employer will provide annual sick leave days in accordance with the following provisions:

12.6.1 Each July 1 employees in 12 month positions shall be credited with twelve (12) sick leave days, employees in 11 month positions shall be credited with eleven (11) sick leave days, and employees in 10 month positions shall be credited with ten (10) sick leave days for said fiscal year.

12.6.2 **Extended Sick Leave:** When the above is exhausted, the employer shall extend sick leave when the nature of an illness or injury causes the employee not to be able to perform their job responsibilities for a period of time that exceeds available sick leave and is expected to have an extended duration, in accordance with the following provisions:

12.6.2.1 The employee must be totally disabled from work and under the direction of a licensed medical doctor with an illness or injury that has a duration of at least ten (10) calendar days.

12.6.2.2 Access to extended sick leave is provided following the exhaustion of all credited annual sick leave days.

- 12.6.2.3 Proof of these conditions must be submitted to the Human Resource Manager. Upon such submission, the Human Resource Manager, in writing and within 2 business days, will acknowledge receipt of proof to the employee and authorize the Payroll Department to grant additional sick leave, not to exceed ninety (90) calendar days.
- 12.6.2.4 If, after return to work, an employee suffers a relapse of the same or a directly related illness which qualified under subsection 12.6.2 (paragraphs 12.6.2.1 – 12.6.2.3) he/she must re-qualify under said paragraphs. In the event an illness transcends more than one fiscal year, the employee is required to use earned sick leave days from the new fiscal year provided for in subsection 12.6.1. In no event shall an employee receive more than ninety (90) calendar days of Extended Sick Leave for the same illness consecutively.
- 12.6.2.5 In the event an employee suffers a different or unrelated illness the employee again must meet all provisions of subsection 12.6.2 and exhaust all available leave banks other than YES days to qualify for the extended sick bank. In no event shall an employee receive more than ninety (90) calendar days for a newly qualifying illness. An employee may access the Extended Sick Leave bank for a period not to exceed a maximum of one-hundred eighty days (180) within a fiscal year.
- 12.6.2.6 During the initial process or during the utilization of any extended sick leave, the employer may ask for a medical certificate from the employee's physician and/or an Employer designated physician. The expenses of an examination by an Employer designated physician will be paid by the Employer. If the employee contests the findings of the Employer designated physician, then the opinion of an Independent Medical Examiner will be considered final. The expenses of the Independent Medical examination will be equally divided between the Employer and the employee.
- 12.6.2.7 While receiving Extended Sick Leave days, the employee shall continue to receive his/her regular salary and will receive any changes in the RESA salary schedule and any retroactive changes when applicable, the same as if the employee had been working.
- 12.6.2.8 It is not the intent of the Employer, in providing Extended Sick Leave days as outlined in subsection 12.6.2 to supplement or supplant benefits payable under long term disability insurance. It is understood, therefore, that as soon as the employee qualifies for long term disability, the employee will no longer be eligible for Extended Sick Leave days except as provided in Section 6, and only then if the employee does not qualify under the provisions of the long term disability insurance.
- 12.6.2.9 All fringe benefits (including insurance coverage [Article 15] and accrual of paid years of service days [Article 12 subsection 12.5.5.2, and Article 13 sections 13.3, and 13.5] will continue while the employee is utilizing Extended Sick Leave days and will cease when the employee becomes eligible for long term disability payments, except as defined in Article 16. Members utilizing Extended Sick Leave days will be eligible for

all fringe benefit improvements negotiated during the term of their illness subject to any restrictions imposed by the insurance carriers involved.

12.6.2.10 Once an employee has exhausted all available leave banks, including the use of Extended Sick Leave, the employee may apply for an unpaid leave of absence under Article 12.4.3. Employees on an unpaid leave of absence under provision 12.4.3 may return to the workplace, if released to do so, under provision 12.2 for up to one year from the date of disability.

## 12.7 **Job-Related Injuries**

Any job related injury which requires medical treatment and results in lost time shall be compensated in the following manner; the Employer shall pay the difference (coordinate) between Workers' Compensation and the employee's regular pay on the basis of a pro-rated withdrawal from the employee's sick leave bank until such bank is exhausted. The Employer shall then pay the difference (coordinate) between Workers Compensation and the employee's regular pay on the basis of a pro-rated withdrawal from the extended sick bank. This benefit shall extend for a maximum total period of ninety (90) calendar days. All fringe benefits (including insurance coverage) will continue while the employee is receiving the coordinated benefits (maximum period of ninety calendar days).

## **ARTICLE 13 WORK DAY, WORK YEAR, HOLIDAYS**

### **13.1 Adjusted Time**

Adjusted time will be arranged with the Employee's department director or other administrator authorized by the Superintendent.

### **13.2 Work Year**

The work year will commence July 1 and end June 30 of each fiscal year. The Employer will annually assign employees to a ten (10), eleven (11) or twelve (12) month calendar. If the Employer assigns an employee to a calendar which is greater or less than the calendar assigned the immediately preceding year, the employee may voluntarily accept the assignment, may discuss the change in the calendar assignment with her/his Supervisor and ask for reconsideration, or may bump into another position pursuant to the layoff provisions of this agreement.

In addition to the above, an employee may request, and the employer may, at its discretion, approve a change in calendar assignment. Such requests will be considered by the employer on a case-by-case basis. There shall be no expectation that a request for a change in calendar assignment, if approved, will become permanent. The denial of a request for calendar assignment change shall not be arbitrary or capricious, nor shall the denial of the request be subject to the grievance procedure. The approval, or denial, of a request for calendar assignment change shall not be precedent setting.

Work days are normally weekdays (Monday through Friday), although this does not preclude members working evenings or weekends if/as needed and arranged with their department director or designee. The work year will consist of the number of days shown in the tables below.

<b>Calendar</b>	<b>2022-2023</b>			<b>Total</b>
	<b>Work Days</b>	<b>Flex Days</b>	<b>Holidays</b>	
12 month	227	15	19	261
11 month	212	30	19	261
10 month	197	45	19	261

<b>Calendar</b>	<b>2023-2024</b>			<b>Total</b>
	<b>Work Days</b>	<b>Flex Days</b>	<b>Holidays</b>	
12 month	227	14	19	260
11 month	212	29	19	260
10 month	197	44	19	260

Calendar	2024-2025			Total
	Work Days	Flex Days	Holidays	
12 month	227	15	19	261
11 month	212	30	19	261
10 month	197	45	19	261

Employee and supervisor will mutually agree to an annual work plan identifying work days and flex days. Employees will schedule their flex days, subject to approval of the Employer, utilizing the designated online system.

Employees may carryover up to ten (10) flex days that must be used by August 31 of each fiscal year. As of August 31<sup>st</sup> of each fiscal year an employee shall not have more than one year’s allocation of flex days.

### 13.3 Years of Service Days

Each member of the bargaining unit will earn one-half (1/2) day for each consecutive year of service within the bargaining unit at Wayne RESA, up to a maximum of five (5) days for ten (10) or more years of service.

Years of service days are granted each July 1 provided the employee was hired prior to January 1 in the preceding fiscal year.

Unused YES days remaining at the end of each fiscal year will be paid at 100% of the per diem rate no later than the first pay of August in a given year.

### 13.4 Holidays

The following (19) holidays shall be recognized as days off with pay—for all employees. The Agency will be closed on these days, except for certain designated critical services. WCSSF employees may work on a scheduled holiday(s) only by prior mutual agreement of the employee and their supervisor, and the employee may schedule equivalent time off in the future at a time mutually agreed upon by the employee and his/her supervisor. WCSSF employees cannot count on having access to RESA facilities when working on scheduled holidays as these facilities may be closed.

- Independence Day (1 day)
- Labor Day (1 day)
- Thanksgiving Day and the day after (2 days)
- Winter Break – 7 days that fall within the Wayne County Common Calendar as specified below
- Martin Luther King Day (1 day)
- Spring Break – 6 days that fall within the Wayne County Common Calendar as specified below
- Memorial Day (1 day)

Saturdays and Sundays will not be counted in the scheduling of Holiday days off.

2022-2023

1	Monday	July 4, 2022	Independence Day
2	Monday	September 5, 2022	Labor Day
3	Thursday	November 24, 2022	Thanksgiving Day
4	Friday	November 25, 2022	Day after Thanksgiving
5	Monday	December 26, 2022	Winter Break
6	Tuesday	December 27, 2022	Winter Break
7	Wednesday	December 28, 2022	Winter Break
8	Thursday	December 29, 2022	Winter Break
9	Friday	December 30, 2022	Winter Break
10	Monday	January 2, 2023	Winter Break
11	Tuesday	January 3, 2023	Winter Break
12	Wednesday	January 4, 2023	Winter Break
13	Monday	January 16, 2023	Martin L. King Day
14	Monday	March 27, 2023	Spring Break
15	Tuesday	March 28, 2023	Spring Break
16	Wednesday	March 29, 2023	Spring Break
17	Thursday	March 30, 2023	Spring Break
18	Friday	March 31, 2023	Spring Break
19	Monday	May 29, 2023	Memorial Day

2023-2024

1	Tuesday	July 4, 2023	Independence Day
2	Monday	September 4, 2023	Labor Day
3	Thursday	November 23, 2023	Thanksgiving Day
4	Friday	November 24, 2023	Day after Thanksgiving
5	Monday	December 25, 2023	Winter Break
6	Tuesday	December 26, 2023	Winter Break
7	Wednesday	December 27, 2023	Winter Break
8	Thursday	December 28, 2023	Winter Break
9	Friday	December 29, 2023	Winter Break
10	Monday	January 1, 2024	Winter Break
11	Tuesday	January 2, 2024	Winter Break
12	Wednesday	January 3, 2024	Winter Break
13	Monday	January 15, 2024	Martin L. King Day
14	Monday	March 25, 2024	Spring Break
15	Tuesday	March 26, 2024	Spring Break
16	Wednesday	March 27, 2024	Spring Break
17	Thursday	March 28, 2024	Spring Break
18	Friday	March 29, 2024	Spring Break
19	Monday	May 27, 2024	Memorial Day



2024-2025

1	Thursday	July 4, 2024	Independence Day
2	Monday	September 2, 2024	Labor Day
3	Thursday	November 28, 2024	Thanksgiving Day
4	Friday	November 29, 2024	Day after Thanksgiving
5	Monday	December 23, 2024	Winter Break
6	Tuesday	December 24, 2024	Winter Break
7	Wednesday	December 25, 2024	Winter Break
8	Thursday	December 26, 2024	Winter Break
9	Friday	December 27, 2024	Winter Break
10	Monday	December 30, 2024	Winter Break
11	Tuesday	December 31, 2024	Winter Break
12	Wednesday	January 1, 2025	Winter Break
13	Monday	January 20, 2025	Martin L. King Day
14	Monday	March 24, 2025	Spring Break
15	Tuesday	March 25, 2025	Spring Break
16	Wednesday	March 26, 2025	Spring Break
17	Thursday	March 27, 2025	Spring Break
18	Friday	March 28, 2025	Spring Break
19	Monday	May 26, 2025	Memorial Day

## **ARTICLE 14 REIMBURSEMENT**

### **14.1 Mileage**

Should the Employer require a member to drive his/her automobile from one location to another in the course of work, the member shall be reimbursed according to rate guidelines established by the U.S. Internal Revenue Service for miles driven in excess of the employee's normal daily commute, subject to approval of the immediate supervisor.

### **14.2 Tuition**

Bargaining unit members who apply may receive tuition reimbursement for courses at an accredited institution when such courses are related to the member's assigned duties or part of a planned degree program related to the member's assigned duties and/or relates to Wayne RESA work, and when the following procedure is followed:

1. The employee must submit a written request to his/her department director at least two weeks before the course begins. The request must contain the title of the course(s) to be taken, the number of credit hours per course(s) and how it applies to the employee's position or the work of the agency.
2. The Assistant Superintendent of Human Resources or designee shall decide and notify the employee in writing of the decision.
3. After completion of the probationary period identified in Article 4.6 and successful completion of the course(s) with a proven grade of "C" or better (or "P" in pass/fail course or certificate or credential if applicable) the employee will be reimbursed for tuition. Reimbursement for tuition is limited to no more than \$3,500 in any given fiscal year and shall not exceed \$14,000 for any individual employee during their employment with Wayne RESA.

## **ARTICLE 15**

### **BENEFITS**

All health benefits are subject to the policies, rules, and regulations of the applicable carrier(s), if any. For new employees, coverage becomes effective on the first calendar day of the month following the date of employment. For employees returning from leave or layoff, coverage becomes effective on the first calendar day of the month following the date of return to fulltime employment.

The Employer shall provide the following:

#### **15.1 Medical Coverage**

##### 15.1.1 Description of Benefits / Medical Plan Options

Employees may elect an HMO, PPO, or HMO HSA option. Coverage for each option shall be single, 2-person, or full family as appropriate to the employee's situation. The Benefits-at-a Glance for each available option is available in the Human Resource Department and on [www.resa.net](http://www.resa.net) and has additional information, including, but not limited to, information on applicable co-pays, deductibles and prescription drug co-pays.

##### 15.1.2 Employee Cost Sharing

###### 15.1.2.1 *Shared Premiums*

The employer will pay the full premium up to the statutory hard cap. Any amounts above the hard cap will be paid by the employee through payroll deductions which may be made pre-tax by designating the funds through the Employer's section 125 Cafeteria Plan.

###### 15.1.2.2 *Co-pays and Deductibles*

The high deductible health care plans (HDHP) with corresponding Health Savings Accounts (has) will have deductible amounts compliant with the rates and guidelines established by the U.S. Internal Revenue Service.

##### 15.1.3 Prescription Drug Coverage

The Benefits-at-a Glance for each available option is available in the Human Resource Department and on [www.resa.net](http://www.resa.net) and has additional information on prescription drug co-pays.

##### 15.1.4 Opt-out Provision / Cash-in-lieu

Employees who provide satisfactory proof to the Employer of other health insurance coverage may opt out of the medical coverage provided by the Employer once a year during open enrollment. In addition, employees will have the ability to opt out if they experience a qualified status change as permitted under IRS guidelines.

Employees who waive the Employer provided medical coverage may not re-enroll in the Employer provided medical coverage until an open enrollment period, except that an employee who submits satisfactory proof that her/his coverage through another source has been terminated may be permitted to re-enroll. In addition, employees will have the ability to re-enroll if they experience a qualified status change as permitted under IRS guidelines.

Employees who opt out will receive, in equal installments, in their regular pay, a sum equal to 25% of the applicable statutory hard cap limit.

## 15.2 **Life Insurance**

Each employee will receive group term life insurance coverage in the amount of fifty thousand dollars (\$50,000) with a like amount for accidental death and dismemberment (A. D. and D.). Employees will have the option upon hire to purchase additional term life insurance coverage, subject to limitations in effect at that time as to minimum and/or maximum amounts, and requirements, if any, for a health examination by a doctor designated by the insurance carrier.

## 15.3 **Dental Coverage**

The Employer will provide, at no cost to the employee, a dental plan to the employee and their eligible dependents. An employee may not maintain dual dental insurance coverage provided by the employer. The Benefits-at-a Glance for each available dental option is available in the Human Resource Department and on [www.resa.net](http://www.resa.net).

## 15.4 **Long Term Disability Insurance**

Long term disability insurance, which provides up to sixty-six and two thirds percent (66 2/3%) of the employee's base contract salary to be determined at the beginning of the year. Benefits payable to be offset for full family Social Security, Worker's Compensation, Michigan Public School Employees Retirement System payments. Coverage will also include standard cost of living adjustments. Benefit payments under this long term disability provision will begin after an elimination period of 90 consecutive calendar days of disability and will continue until the disability ceases or until age 70, whichever is sooner.

## 15.5 **Optical Insurance**

The Employer will provide, at no cost to the employee, a vision plan to the employee and their eligible dependents. An employee may not maintain dual vision insurance coverage provided by the employer.

## 15.6 **Flexible Spending Accounts**

- 15.6.1 The employer will provide the option of two Flexible Spending Accounts (FSAs) for each eligible employee. A Medical Reimbursement Plan (MRP) for un-reimbursed health care costs and a Dependent Care Assistance Plan (DCAP) for dependent care costs that can be used to cover out-of-pocket expenses using pre-tax dollars.

- 15.6.2 Employees must elect to fund their FSAs once each year during the designated open enrollment period at the end of the preceding fiscal year in accordance with RESA policies in effect at that time.
- 15.6.3 The maximum amount an employee may elect for a Medical Reimbursement Plan is \$2,750 for the period July 1, 2022 to June 30, 2023 and \$2,850 for the period July 1, 2023, to June 30, 2025, unless altered by the rate and guidelines established by the U.S. Internal Revenue Service. The maximum amount for the Dependent Care Assistance Plan is \$5,000 for the period July 1, 2022 to June 30, 2025, unless altered by the rate and guidelines established by the U.S. Internal Revenue Service. The employer will front-load the employee elected amount for the Medical Reimbursement Plan as of the first day of each fiscal year, and then deduct equal amounts from each pay during the period.
- 15.6.4 Medical Reimbursement Plan funds may be used to cover deductibles, co-pays for medical services and prescription drugs, and other approved medical expenses pursuant to IRS guidelines.
- 15.6.5 Although employee pre-tax dollars are used to fund the FSA, unused funds revert to the employer at the end of the fiscal year pursuant to IRS guidelines.
- 15.6.6 Participating employees terminating employment prior to June 30 of any year must have reimbursed the employer for the actual amount of all expenses charged to the FSA in excess of the amount paid in by the employee. Contributions made in excess of actual FSA expenses cannot be refunded to the employee. Bi-weekly contributions will be made through the employee's final pay.

## **15.7 Health Care /Wellness Committee**

WCSSF and the Employer will form a Health Care/Wellness Committee. The purpose of this committee is to explore ways to contain health care costs, to provide employee education about health benefits, and to coordinate wellness initiatives. The committee will convene as needed in order to meet its objectives.

## **ARTICLE 16**

### **LONG TERM DISABILITY FUND**

- 16.1 A Long Term Disability Fund (Fund) shall be established for the purpose of continuing the employee's elected medical plan (see Appendix D) from the 91<sup>st</sup> calendar day through the last day of the month in which the 365<sup>th</sup> calendar day occurs of a long-term disability leave for persons who do not otherwise have health care coverage.
- 16.2 Employees will be eligible for use of the Fund provided the employee is not covered by an alternate health insurance plan on the date the leave commences (spouse, auto, military, etc.).
- 16.3 The Fund will be contributed to by the Employer and Employees equally, as follows. One-twentieth (1/20) of one percent (1%) of the employees' gross salary shall be withheld in bi-weekly installments via payroll deductions. The Employer will match the employees' contributions per pay period.
- Example of employee contribution:*
- Annual Salary: \$75,000 x .0005 / 26 pays = \$1.44 per pay  
In this example, the Employer would contribute \$1.44 per pay
- 16.4 The Fund shall never be required to consist of an amount of more than 27 times the current full family monthly premium for Blue Cross/Blue Shield Option 3 Plan (see Appendix D).
- 16.5 In the event the Fund does not have sufficient funds, at any time, the Employer will cover the needed expenses and recoup funds from the Fund as they become available.
- 16.6 In the event the Fund experiences a deficit, the employees' contribution and employer match will automatically adjust, with the next pay period, at the rate of an additional 1/20<sup>th</sup> of 1 percent (.0005) for each additional \$5,000 of deficit. The rate will be reduced at the same rate as the deficit is reduced in \$5,000 increments until returning to the original rate.

## **ARTICLE 17 MANAGEMENT RIGHTS**

The Employer, on its own behalf of the electors of the Wayne County Regional Educational Service Agency hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including rules and regulations of the foregoing, the right:

- 17.1 To the executive management and administrative direction of the Wayne County Regional Educational Service Agency and its employees, properties and facilities.
- 17.2 To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, for just cause, and to promote and transfer all such employees.
- 17.3 To establish all functions, programs and services as prescribed by law, or as deemed as necessary or advisable by the Employer.
- 17.4 To decide upon the means and methods of providing those functions, programs, and services, the selection of appropriate equipment and materials and the use of every kind and nature.
- 17.5 To determine the hours of work, the duties, responsibilities, assignments and work locations of all employees with respect thereto, and with respect to administrative and non-instructional activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion of this Agreement shall be limited only to the extent such terms hereof are in nonconformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States or conflicts with the express written language of this agreement.

## **ARTICLE 18 NO STRIKE, NO LOCKOUT**

The parties recognize that concerted work stoppages are prohibited by Michigan law. Moreover, for the duration of this agreement, neither the Union nor its officers will engage in, authorize, encourage or support any concerted interruption of Agency services or subsidiary related activities to a cessation, withdrawal or withholding of services, either in whole or in part, by members of the bargaining unit for any reason, nor shall the Employer authorize a lockout.

Individual employees or groups of employees who, without the support of the Union, instigate, aid or engage in a work stoppage, slowdown, or strike may be disciplined or discharged.



## **ARTICLE 19**

### **NEGOTIATION PROCEDURES**

- 19.1 Negotiations for a new agreement, or modifications of the existing Agreement, shall be at a time, date and place mutually determined by the Employer and the Union. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Union.
- 19.2 Neither party in any negotiations shall have any control over the selection of the bargaining representative of the other party, and each party may select its own representatives. While no final agreement shall be executed without ratification by the Employer and the Union, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and recommend ratification in the course of negotiations.

## **ARTICLE 20 COMPENSATION**

### **20.1 Degree Stipend**

Employees receiving a degree at the culmination of a planned degree program that is eligible for tuition reimbursement under Article 14 will be eligible for a one-time only stipend at the following rates:

Associates Degree	\$500.00
Bachelors Degree	\$1,000.00
Masters Degree	\$1,250.00
Education Specialist Degree Double Masters, MA+ 30hrs	\$1,500.00
Doctor of Philosophy/Education Degree	\$1,750.00

### **20.2 Application of Salary Provisions**

The following salary provisions shall be in effect on July 1, 2022.

#### **20.2.1 Percentage Increases**

- a. Effective July 1, 2022, 1.0% increase is included in the salary schedules as shown in Appendix A.
- b. Effective July 1, 2023, 1.0% increase is included in the salary schedules as shown in Appendix A.
- c. Effective July 1, 2024, there will be a 0% increase included in the salary schedules as shown in Appendix A.

#### 20.2.2 Off Schedule Compensation

a. For the fiscal year 2022-2023, a lump sum payment equal to 2.5% of the employee's annual or pro-rated contract amount will be paid in two installments, the last pay in December, 2022 and the last pay in June, 2023.

b. For the fiscal year 2023-2024, a lump sum payment equal to 1.0% of the employee's annual or pro-rated contract amount will be paid in two installments, the last pay in December, 2023 and the last pay in June, 2024.

c. For the fiscal year 2024-2025, a lump sum payment equal to 1.25% of the employee's annual or pro-rated contract amount will be paid in two installments, the last pay in December, 2024 and the last pay in June, 2025.

#### 20.2.3 Ratification Bonus

Effective with the ratification of this Agreement, all employees represented by this Master Agreement and actively employed as of July 29, 2022 will be paid a \$750.00 ratification bonus on July 29, 2022.

### 20.3 **Salary Distribution**

Annual salary for all employees will be distributed electronically by direct deposit in equal biweekly amounts from July 1 through June 30. Employees working less than full time will be paid at an hourly rate for days/hours worked only.

Should a payday fall on a bank holiday, the payday shall become the bank work day immediately prior to the bank holiday.

### 20.4 **Extended Employment**

Bargaining unit members will be compensated at her/his per diem/hourly rate for work approved to be performed beyond the approved work year/day as stipulated in Section 13.2 with the exception of adjusted time. There will be no additional sick leave or Flex accrual for such work performed beyond the approved work year / workday. Sick leave or Flex days may not be accessed during the period of time that bargaining unit members are scheduled to perform work beyond her/his approved work year/day. Assignment of work beyond the approved workday / work year is subject to the approval of the director or other administrator authorized by the Superintendent.

### 20.5 **Increment (Step) Eligibility**

Increments (steps) are granted each July 1 provided the employee was hired prior to January 1 in the preceding fiscal year.

### 20.6 **New Hires**

A new hire may be placed anywhere on the salary schedule that the Employer determines appropriate.

## 20.7 Longevity

Longevity payments for continuous years of service within the bargaining unit will be made annually according to the following schedule:

<b>Years 10-14</b>	<b>\$600</b>
<b>Years 15-19</b>	<b>\$800</b>
<b>Years 20-24</b>	<b>\$1,000</b>
<b>Years 25+</b>	<b>\$1,500</b>

Payment will be made on the first pay date in June based upon continuous years of service within the bargaining unit as of May 1.

Continuous years of service within the bargaining unit will be measured using an employee's seniority date.

Payment will be prorated for periods of unpaid leave during the previous year, excluding approved FMLA.

Employees must be currently employed and not on unpaid leave (excluding approved FMLA) on the date the payment is made.

Employees returning to work from an approved unpaid leave after the payment is made will receive a pro-rated payment within 30 days of their return as long as they remain employed during that 30-day period.

## 20.8 Schedule Premium

A premium equal to 4.7% of step 10 on the salary schedules may be provided to employees as additional compensation under the following circumstances:

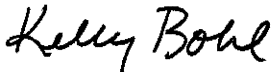




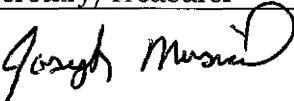
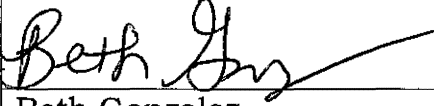
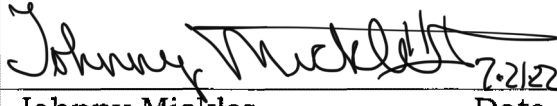
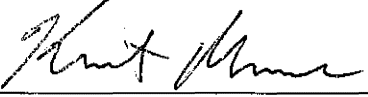
- a. Employees who are leading and/or coordinating agency work at the request of their supervisor. Positions identified as Schedule Premium eligible will be posted and filled using the internal posting procedures in Article 5.3.

Employees identified as working in a difficult to fill position where market analysis merits additional pay. This determination will be made by the Human Resources Department. In the event there are multiple employees currently working in the classification deemed eligible for this additional compensation, the existing employees will also receive the additional compensation.

## ARTICLE 21 RATIFICATION

The Union agrees to submit this Agreement to the Members of the Union covered by this Agreement for ratification by them on or before July 1, 2022, and the AFT Michigan representative and the Union officers will recommend to the employees that it be ratified.

The signatures below indicate Tentative Agreement by the parties:

FOR THE EMPLOYER	FOR THE UNION
	
Kelly Bohl Assistant Superintendent Human Resources	Robert Kaminski President
	
Steven Ezikian Deputy Superintendent	Tracy Malloy Secretary/Treasurer
	
Andrew McMechan Executive Director of Finance and Compliance	Joseph Musial Secretary/Treasurer
	
Beth Gonzalez Associate Superintendent Education Services	Johnny Mickles AFT Michigan Staff Representative
	
Kurt Rheume Senior Executive Director Information Technology Solutions	

**APPENDIX A  
SALARY SCHEDULES**

July 1, 2022 - June 30, 2023					
		12 Month	11 Month	10 Month	
		Contract	Contract	Contract	
<u>Schedule</u>	<u>Step</u>	<u>246 days</u>	<u>231 Days</u>	<u>216 Days</u>	<u>Per Diem</u>
A	1	38,009	35,692	33,374	154.51
A	2	39,801	37,374	34,947	161.79
A	3	41,676	39,134	36,593	169.42
A	4	43,640	40,979	38,318	177.40
A	5	45,696	42,910	40,123	185.76
A	6	47,850	44,932	42,014	194.51
A	7	50,104	47,049	43,994	203.68
A	8	52,465	49,266	46,067	213.27
A	9	54,937	51,588	48,238	223.32
A	10	57,526	54,018	50,510	233.85
B	1	42,647	40,047	37,447	173.37
B	2	44,657	41,934	39,211	181.54
B	3	46,761	43,910	41,059	190.08
B	4	48,965	45,979	42,994	199.04
B	5	51,272	48,146	45,019	208.42
B	6	53,688	50,414	47,141	218.24
B	7	56,218	52,790	49,362	228.52
B	8	58,867	55,277	51,688	239.30
B	9	61,640	57,882	54,123	250.57
B	10	64,545	60,609	56,673	262.38
C	1	47,107	44,235	41,363	191.50
C	2	49,327	46,320	43,312	200.52
C	3	51,651	48,502	45,353	209.97
C	4	54,086	50,788	47,490	219.86
C	5	56,635	53,181	49,727	230.22
C	6	59,303	55,687	52,071	241.07
C	7	62,097	58,311	54,525	252.43
C	8	65,024	61,059	57,093	264.33
C	9	68,087	63,936	59,784	276.78
C	10	71,296	66,948	62,601	289.82

July 1, 2022 - June 30, 2023					
		12 Month	11 Month	10 Month	
		Contract	Contract	Contract	
<u>Schedule</u>	<u>Step</u>	<u>246 days</u>	<u>231 Days</u>	<u>216 Days</u>	<u>Per Diem</u>
D	1	51,572	48,426	45,282	209.64
D	2	54,002	50,709	47,416	219.52
D	3	56,546	53,099	49,651	229.87
D	4	59,210	55,601	51,990	240.69
D	5	62,001	58,220	54,440	252.04
D	6	64,922	60,964	57,004	263.91
D	7	67,981	63,836	59,691	276.35
D	8	71,185	66,844	62,504	289.37
D	9	74,539	69,994	65,449	303.00
D	10	78,051	73,292	68,533	317.28
E	1	57,027	53,549	50,073	231.82
E	2	59,714	56,073	52,432	242.74
E	3	62,528	58,715	54,903	254.18
E	4	65,474	61,482	57,489	266.16
E	5	68,559	64,378	60,198	278.70
E	6	71,790	67,412	63,035	291.83
E	7	75,172	70,589	66,006	305.58
E	8	78,714	73,915	69,115	319.98
E	9	82,424	77,398	72,372	335.06
E	10	86,308	81,044	75,782	350.84
F	1	62,484	58,674	54,864	253.99
F	2	65,428	61,438	57,449	265.96
F	3	68,511	64,334	60,156	278.50
F	4	71,739	67,365	62,991	291.63
F	5	75,120	70,539	65,959	305.36
F	6	78,660	73,863	69,067	319.76
F	7	82,366	77,344	72,321	334.83
F	8	86,247	80,988	75,729	350.60
F	9	90,311	84,804	79,297	367.11
F	10	94,566	88,800	83,034	384.42

July 1, 2022 - June 30, 2023					
		12 Month	11 Month	10 Month	
		Contract	Contract	Contract	
<u>Schedule</u>	<u>Step</u>	<u>246 days</u>	<u>231 Days</u>	<u>216 Days</u>	<u>Per Diem</u>
G	1	68,578	64,396	60,214	278.77
G	2	71,809	67,431	63,052	291.91
G	3	75,192	70,608	66,023	305.67
G	4	78,736	73,935	69,133	320.07
G	5	82,446	77,419	72,392	335.15
G	6	86,331	81,067	75,803	350.93
G	7	90,399	84,886	79,375	367.48
G	8	94,658	88,886	83,115	384.79
G	9	99,118	93,075	87,031	402.92
G	10	103,790	97,461	91,132	421.91
H	1	74,673	70,120	65,567	303.55
H	2	78,192	73,424	68,656	317.86
H	3	81,877	76,884	71,892	332.83
H	4	85,734	80,506	75,279	348.51
H	5	89,774	84,300	78,826	364.93
H	6	94,005	88,272	82,540	382.13
H	7	98,434	92,432	86,430	400.14
H	8	103,073	96,787	90,502	418.99
H	9	107,929	101,347	94,767	438.73
H	10	113,015	106,124	99,233	459.41



July 1, 2023 - June 30, 2025					
		12 Month	11 Month	10 Month	
		Contract	Contract	Contract	
<u>Schedule</u>	<u>Step</u>	<u>246 days</u>	<u>231 Days</u>	<u>216 Days</u>	<u>Per Diem</u>
A	1	38,389	36,049	33,708	156.06
A	2	40,199	37,748	35,296	163.41
A	3	42,092	39,526	36,959	171.11
A	4	44,076	41,389	38,702	179.17
A	5	46,153	43,339	40,524	187.62
A	6	48,328	45,381	42,434	196.46
A	7	50,605	47,519	44,434	205.72
A	8	52,990	49,758	46,528	215.40
A	9	55,486	52,104	48,720	225.55
A	10	58,101	54,558	51,015	236.19
B	1	43,074	40,447	37,821	175.10
B	2	45,104	42,354	39,603	183.36
B	3	47,229	44,349	41,469	191.98
B	4	49,454	46,439	43,424	201.03
B	5	51,784	48,627	45,469	210.50
B	6	54,224	50,918	47,612	220.42
B	7	56,780	53,318	49,855	230.81
B	8	59,456	55,830	52,205	241.69
B	9	62,257	58,461	54,664	253.08
B	10	65,191	61,215	57,240	265.00
C	1	47,578	44,677	41,776	193.42
C	2	49,821	46,783	43,745	202.53
C	3	52,168	48,987	45,807	212.07
C	4	54,626	51,296	47,965	222.06
C	5	57,201	53,712	50,225	232.52
C	6	59,896	56,244	52,591	243.48
C	7	62,718	58,894	55,070	254.95
C	8	65,674	61,669	57,664	266.97
C	9	68,768	64,575	60,382	279.55
C	10	72,009	67,617	63,227	292.72

July 1, 2023 - June 30, 2025					
		12 Month	11 Month	10 Month	
		Contract	Contract	Contract	
<u>Schedule</u>	<u>Step</u>	<u>246 days</u>	<u>231 Days</u>	<u>216 Days</u>	<u>Per Diem</u>
D	1	52,087	48,911	45,735	211.74
D	2	54,542	51,216	47,891	221.72
D	3	57,111	53,630	50,147	232.17
D	4	59,802	56,157	52,510	243.10
D	5	62,621	58,803	54,984	254.56
D	6	65,571	61,573	57,574	266.55
D	7	68,661	64,474	60,288	279.11
D	8	71,897	67,512	63,129	292.26
D	9	75,284	70,694	66,104	306.03
D	10	78,831	74,025	69,218	320.45
E	1	57,597	54,085	50,574	234.14
E	2	60,311	56,634	52,956	245.17
E	3	63,153	59,302	55,452	256.72
E	4	66,129	62,097	58,064	268.82
E	5	69,244	65,022	60,800	281.49
E	6	72,508	68,087	63,665	294.75
E	7	75,924	71,295	66,666	308.64
E	8	79,501	74,654	69,806	323.18
E	9	83,248	78,172	73,095	338.41
E	10	87,171	81,855	76,540	354.35
F	1	63,108	59,261	55,413	256.53
F	2	66,082	62,053	58,023	268.62
F	3	69,196	64,977	60,757	281.29
F	4	72,457	68,039	63,621	294.55
F	5	75,871	71,245	66,619	308.41
F	6	79,446	74,602	69,758	322.96
F	7	83,189	78,117	73,044	338.18
F	8	87,109	81,798	76,486	354.11
F	9	91,214	85,652	80,090	370.78
F	10	95,512	89,688	83,864	388.26

July 1, 2023 - June 30, 2025					
		12 Month	11 Month	10 Month	
		Contract	Contract	Contract	
<u>Schedule</u>	<u>Step</u>	<u>246 days</u>	<u>231 Days</u>	<u>216 Days</u>	<u>Per Diem</u>
<b>G</b>	1	69,264	65,040	60,816	281.56
<b>G</b>	2	72,527	68,105	63,683	294.83
<b>G</b>	3	75,944	71,314	66,683	308.73
<b>G</b>	4	79,523	74,674	69,825	323.27
<b>G</b>	5	83,271	78,193	73,116	338.50
<b>G</b>	6	87,194	81,877	76,561	354.44
<b>G</b>	7	91,303	85,735	80,169	371.15
<b>G</b>	8	95,605	89,775	83,946	388.64
<b>G</b>	9	100,110	94,005	87,901	406.95
<b>G</b>	10	104,828	98,436	92,044	426.13
<b>H</b>	1	75,420	70,821	66,223	306.59
<b>H</b>	2	78,974	74,158	69,342	321.04
<b>H</b>	3	82,695	77,653	72,611	336.16
<b>H</b>	4	86,591	81,311	76,032	352.00
<b>H</b>	5	90,672	85,143	79,615	368.58
<b>H</b>	6	94,945	89,155	83,366	385.95
<b>H</b>	7	99,418	93,356	87,294	404.14
<b>H</b>	8	104,103	97,755	91,407	423.18
<b>H</b>	9	109,008	102,361	95,715	443.12
<b>H</b>	10	114,145	107,185	100,225	464.00

## **APPENDIX B**

### **SALARY DISTRIBUTION/SICK LEAVE/YEARS OF SERVICE BANKS**

#### **B.1 Definitions**

B.1.1 The definition of work is the number of workdays in Article 13, section 13.2 which includes any sick or personal business leave which the employee may access.

B.1.2 A less than full-time employee is defined as an employee who is scheduled to work less than 196 days during a fiscal year, but more than 800 hours in a calendar year.

B.1.3 The actual FTE is defined as the percent of time a less than full time employee worked during a specified period of time. The actual FTE is determined by dividing the number of days the employee is scheduled to work by 196.

*Example:*

*July 1 through June 30, an employee is scheduled to work 176.5 days.  
176.5/196 = .900 actual FTE  
19 holidays @.900 actual FTE = 17.1 holidays  
total days to be paid = 193.6  
\$352.37 per diem x 193.60 days/26 pay periods \$2,623.80 per pay*

B.1.4 The average FTE is defined as the percent of time an employee worked who is both full-time and less than full-time during a fiscal year. The average FTE is determined by arriving at an arithmetical mean of the total number of days worked against 196 days. This is computed by adding the total number of days an employee is scheduled to work less than full-time, to the number of days an employee has worked full-time (or vice versa) during a fiscal year and dividing by 196.

*Example:*

- *Employee worked 83.5 days when full time*
- *Employee scheduled to work 93 days for the remainder of the fiscal year as a less than full time employee*
- *Total number of work days is 176.5 which is .900 average FTE*
- *19 holidays at .900 average FTE is 17.10*
- *Employee is to be paid for 193.6 days*
- *193.6 days x \$352.37 = \$68,218.83*
- *Employee paid \$29,422.89 to date*
- *Balance owed is \$38,795.94 or \$2,984.30 for 13 remaining pays*

B.2 Less than full-time employees will be paid for days worked at the per diem rate listed in the salary schedule in Appendix A of the collective bargaining agreement. Less than full-time employees will be paid for a number of the nineteen (19) holidays commensurate to the actual FTE.

The total salary anticipated to be earned for days worked and holidays paid during fiscal year will be distributed in equal bi-weekly amounts over each of the 26 pays dates in the fiscal year.

### **B.3 Change in Employment Status**

B.3.1 Whenever a bargaining unit member's employment status changes during the course of a fiscal year, the bargaining unit member's salary will be balanced, adjusted and any overpayment of salary recovered. If a balance remains and the Employee continues to work, it will be distributed over the remaining pay periods in the fiscal year. For this purpose, a change in employment status is defined as termination of employment, layoff, leave of absence, resignation, retirement, a change from full-time to less than full-time.

B.3.2 Salary will be balanced for employees whose employment status changes from full-time to less-than-full-time or visa-versa by way of totaling:

- a. The number of days worked to date certain when the employment status changed in the fiscal year,
- b. The scheduled days to be worked for the remainder of the fiscal year, and
- c. The number of holidays commensurate to the average FTE to which the employee is entitled to receive.

Subtract the total from the salary paid to the date certain when the employment status changed during the fiscal year. Any overpayment will be recovered or, if the total is greater than the amount paid, the balance will be distributed over the remaining pays in the fiscal year.

### **B.4 Sick Leave Banks**

Employees whose employment status changes as indicated in Section B.3 above, will be provided a percentage of sick leave days commensurate to the average FTE. Sick leave banks will be audited and balanced in the same manner as the process described in Section B.3 commensurate to the average FTE, whenever a change in employment status occurs. Any overuse of sick leave days during a specific period other than approved FMLA will be recovered from the bank of days for the next period if any remain. If none remain, the overuse will be deducted from any balance in salary-compensation due.

Employees working less than full-time will be provided a percentage of a bank of sick leave days. Sick leave banks will be provided in the same manner as the process provided in subsection B.1.3 of this Appendix, commensurate to the actual FTE.

### **B.5 Years of Service Days, Personal Business Leave and Flex Days**

Years of Service Days are not subject to proration. Personal Business Leave Days are subject to proration upon hire and separation of employment. Proration of Personal Business Leave days will be done in the same manner as Sick Leave Banks (see Article B.4)

Pay for personal business days used but not earned shall be withheld from the final paycheck upon separation of employment. Pay for personal business days earned but not used shall be paid at 100% of the per diem rate upon separation of employment.

Pay for unused YES days will be paid at 80% (eighty percent) of the per diem rate upon separation of employment.

Flex Days are subject to proration upon the new hire of employees to the bargaining unit at a time other than July 1 of each fiscal year, or upon return from an unpaid leave of absence if on leave during July 1 allocation of annual flex days. Flex days will be allocated using the chart in Appendix D.

## **APPENDIX C FURLOUGH DAYS**

Article 13 (Work Day, Work Year, Holidays), Section 13.2 – Work Year, and Article 20 (Compensation), Section 20.2 – Application of Salary Provisions, and 20.3 – Salary Distribution, and Appendix A (Salary Schedules) are subject to modification during the term of this agreement as follows:

### **C.1 Definition of Furlough Day**

A Furlough Day is a day that a member would normally work and be paid, but instead does not work and is not paid.

### **C.2 Declaration of Furlough Days**

The Employer shall have the right to declare Furlough Days as follows:

#### **C.2.1 Board Action**

At any meeting of the Wayne RESA Board the Board may enact a number of furlough days not to exceed one-half of the number of full months remaining in the fiscal year or the maximum number of furlough days as specified in C.2.2, whichever is less.

#### **C.2.2 Annual Maximum**

The total number of Furlough Days shall not exceed 6 in a given fiscal/contract year.

#### **C.2.3 Mechanism**

##### **C.2.3.1 *Flex Bank Adjustment***

Furlough days will be treated as additional Flex Days and added to each member's Flex Day bank. They will be requested/approved/taken as any other Flex Day. Once added to the Flex Bank, Furlough Days cannot be taken back. On October 1<sup>st</sup> of each year, members' Flex Day Banks shall not contain more days than their annual Flex Day allocation (based on their assigned calendar) PLUS any Furlough Days declared during the 1<sup>st</sup> fiscal quarter (prior to October 1<sup>st</sup>).

##### **C.2.3.2 *Annual Contract Amount Adjustment***

Annual contract amounts (salary) will be adjusted to reflect the changes in number of paid days with the remaining balance of the contract amount spread equally over the remaining payroll periods.

## APPENDIX D FLEX DAY PRORATION SCHEDULE

**Schedule for the Pro-rating of Flex Days on Entry to RESA other than on July 1st**

*Use entry from "Adj Bank Days" column based on assigned calendar and start date window*

Month	1st half 2nd half	12 Month		11 Month		10 Month	
		Adj Bank		Adj Bank		Adj Bank	
		Days	Hours	Days	Hours	Days	Hours
July	1 - 15	15.00	120.00	30.00	240.00	45.00	360.00
	16 - end	14.25	114.00	28.75	230.00	43.00	344.00
August	1 - 15	13.75	110.00	27.50	220.00	41.25	330.00
	16 - end	13.00	104.00	26.25	210.00	39.25	314.00
September	1 - 15	12.50	100.00	25.00	200.00	37.50	300.00
	16 - end	11.75	94.00	23.75	190.00	35.50	284.00
October	1 - 15	11.25	90.00	22.50	180.00	33.75	270.00
	16 - end	10.50	84.00	21.25	170.00	31.75	254.00
November	1 - 15	10.00	80.00	20.00	160.00	30.00	240.00
	16 - end	9.25	74.00	18.75	150.00	28.00	224.00
December	1 - 15	8.75	70.00	17.50	140.00	26.25	210.00
	16 - end	8.00	64.00	16.25	130.00	24.25	194.00
January	1 - 15	7.50	60.00	15.00	120.00	22.50	180.00
	16 - end	6.75	54.00	13.75	110.00	20.75	166.00
February	1 - 15	6.25	50.00	12.50	100.00	18.75	150.00
	16 - end	5.50	44.00	11.25	90.00	16.75	134.00
March	1 - 15	5.00	40.00	10.00	80.00	15.00	120.00
	16 - end	4.25	34.00	8.75	70.00	13.00	104.00
April	1 - 15	3.75	30.00	7.50	60.00	11.25	90.00
	16 - end	3.00	24.00	6.25	50.00	9.25	74.00
May	1 - 15	2.50	20.00	5.00	40.00	7.50	60.00
	16 - end	1.75	14.00	3.75	30.00	5.50	44.00
June	1 - 15	1.25	10.00	2.50	20.00	3.75	30.00
	16 - end	0.00	0.00	0.00	0.00	0.00	0.00



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