

AGREEMENT
Between

LOCAL 1882, WAYNE RESA CHAPTER

Affiliated With

MICHIGAN COUNCIL 25

of the

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

and the

WAYNE COUNTY REGIONAL
EDUCATIONAL SERVICE AGENCY

July 1, 2022 through June 30, 2025

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PREAMBLE

This Agreement, entered into this July 1, 2022, is between the Wayne County Regional Educational Service Agency (hereinafter referred to as the “Employer” or Wayne RESA) and Local 1882, Wayne RESA Chapter, affiliated with Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, representing the employees (hereinafter referred to as the “Union”).

WITNESSETH

WHEREAS the Employer and the Union mutually recognize and acknowledge that the best interests of the children and of the community will be protected and served by an Agreement between the parties hereto which will promote and ensure meaningful relations between the parties during the term of this Agreement, it is hereby mutually agreed as follows:

PURPOSE AND INTENT

- A. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the Employer in its capacity as an Employer, the employees, and the Union.
- B. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.
- C. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives of the Employer and the Union at all levels, and among the employees in the bargaining unit.
- D. It is agreed between the Employer and the Union that both are legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the Employer and to establish policies and regulations that will ensure such equality of opportunity, consideration, and treatment of all employees of the Employer in all phases of the employment process.

ARTICLE 1 - RECOGNITION

1.1 Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 3790 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for the employees of the following classifications:

All classifications will be at Steps 1-10 for hires prior to 7/1/2010 & Steps 1-8 for those hired after 7/1/2010.

	<u>Grade</u>
Accounting Assistant	8
Administrative Assistant	8
Administrative Assistant	6
Bookkeeper	7
Building Services Assistant	6
Building Services Assistant II	7
Graphic Designer	8
Senior Building Services Specialist	7

1.2 Employees Excluded

Employees to be excluded from the Union will be the Executive Assistant to the Superintendent and Board of Education, Human Resource Generalists, and the Human Resource Assistant.

ARTICLE 2 - UNION SECURITY

2.1 The Employer and Union recognize that the benefits of the Collective Bargaining Agreement apply to all members of the bargaining unit, regardless of whether or not such members belong to the Union.

2.2 Notification of New Hires

The Employer shall notify the Union within five (5) work days of the starting date of all newly hired employees within this bargaining unit.

2.3 Communications

The Employer will furnish the Union with names and positions of all changes in status or work location of employees within this bargaining unit.

The record of qualification of newly hired employees shall be made available to the Union President upon request.

2.4 Union Member Rights and Responsibilities

- A. Employees, who on the effective date of this agreement, and are members of the Union at this time may continue membership, or refrain from membership. Membership in the Union shall not be a condition of employment, or continuing employment, unless permitted by law.
- B. Employees hired, rehired or transferred into the bargaining unit after the effective date of this agreement shall have the opportunity to join the Union following their probationary period, or may refrain from doing so.
- C. MCLA 423.210(1)(b) prohibits the employer from collecting Union dues or service fees. It is the Union's responsibility to collect dues from its members. This section is not intended to limit or restrict the Union's ability to collect dues or service fees, to the extent permitted by law. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of this section.

ARTICLE 3 - EFFECT OF AGREEMENT

- 3.1 The parties agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in an amendment hereto.
- 3.2 For the duration of this Agreement, the Union will not engage in, authorize, or encourage any concerted interruption of educational or subsidiary related activities due to a cessation, withdrawal or withholding of services either in whole or in part by members of the bargaining unit for any reason, and no officer or representative of the Union or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity, nor shall the Employer authorize or encourage the same nor lock out the employees.
- 3.3 The rights of the Employer to effectively administer the school system are recognized by the Union and shall be administered in conformance with this Agreement.
- 3.4 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 4 - GUARANTEE OF RIGHTS

4.1 Guarantee of Rights

A. The Employer and the Union agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, creed, color, sex, national origin, age, provisions outlined under Article 21.2, or physical handicap if it does not interfere with working functions.

B. The Employer agrees that there shall be no discrimination against any member of the Union by reason of membership in the Union.

4.2 The Employer and the Union agree that all employees will treat others, and be treated, with respect and civility.

4.3 Employer Rights

There are certain rights intrinsic to the ability to manage that are not subject to collective bargaining. In the public sector, labor relations' statutes have ruled that the Employer does not have to bargain in those areas reserved to it by statute. The Employer must bargain in those areas where wages, hours and working conditions of employees are affected and not controlled by statute or governmental rules and regulations.

Officials and employees are governed by the provisions of any existing laws and regulations, including policies set forth in Board Policies, Rules and other Standard Practices which may be applicable where not in conflict with this Agreement. The Agreement shall at all times be applied subject to such laws.

The following rights are reserved by the Employer:

A. The executive management and administrative control of Wayne RESA and its employees, properties and facilities.

B. The hiring of all employees and the determining of their qualifications subject to the provisions of law. The determination as to conditions of continuation of employment, including:

The hiring, promoting, transferring, assigning and retaining of employees in positions within Wayne RESA.

C. The establishment of all functions, programs, and services as prescribed by law, or as deemed as necessary or advisable by the Employer.

D. The decision as to the means and methods of providing those functions, programs and services, the selection of appropriate equipment and materials and their use of every kind and nature.

4.4 Nothing contained herein shall be construed to deny any rights the Employer may have, to take such action as it alone sees fit at any time to preserve the paramount public interest in the education of the children of the community.

4.5 Disciplinary Action

- A. The employer agrees that its enforcement of discipline will be fair and for just cause. Should it be necessary to discipline an employee, the discipline shall be given so as not to cause embarrassment to the employee. Conversely, the employee shall maintain respect and civility toward the representative of the Employer.
- B. Coaching and counseling will take place between the employee and her/his Executive Director or designee about behavior/performance to ascertain the employee's understanding of the expectations of the job/position, and to determine whether there are issues contributing to the behavior/performance. Possible solutions to these issues and a plan for implementation will be agreed upon.
- C. The following procedures shall be followed in the order presented with the exception of acts the Employer determines warrant immediate discharge or are serious enough to forego some of the steps:

First Step: A verbal warning will be issued to the employee from her/his Executive Director or designee with supporting documentation showing the reasons for the discipline. Time-lines for improved performance will be decided upon and mutually agreed upon for each step. Documentation of the verbal warning will be placed in the personnel file and include the date of the verbal warning, persons present and the issues identified.

Second Step: Letter of reprimand to the employee from her/his Executive Director or designee with supporting documentation showing the reasons for the reprimand.

Third Step: Suspension without pay not to exceed five (5) work days.

Fourth Step: Recommendation for demotion or termination of employment.

The Union shall be notified and have a representative present, if desired, on any and all steps. If the employee believes the action taken to be unwarranted in the particular case, a written appeal within five (5) work days of the action may be made through the grievance procedure starting at Step 3.

- D. When an action by an employee results in a written report by the Employer, the employee must have a duplicate copy and will sign a receipt for the same. A copy of all written reports shall be placed in the employee's personnel file and a copy sent to the Union.
- E. A bargaining unit member that has reached step two (letter of reprimand) of progressive discipline shall be considered unqualified for the purpose of Article 8.1

and unable to apply for a posted vacancy if the discipline occurred within twelve (12) months preceding the posting date of the vacancy.

4.6 School Safety Legislation

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

4.7 Personnel File

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 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. The Employer will maintain only one (1) personnel file for each employee. The personnel file shall be located in Human Resources. An employee may bring a union representative with him/her when viewing their file. After twelve (12) months of satisfactory service, all disciplinary action which occurred prior to the previous thirty-six (36) month period may not be adversely used in any subsequent disciplinary action. Employees shall have the right to have placed in their personnel file letters of commendation and certificates indicating additional education. Absence of derogatory materials shall indicate satisfactory performance.

ARTICLE 5 - REPRESENTATION

- 5.1 The members of all Union committees recognized by the Employer for purposes of collective bargaining shall be full-time seniority employees.
- 5.2 The names of all such committee members shall be submitted in writing to the Employer by the Union upon election.
- 5.3 The Employer will not aid, promote or finance any labor groups or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purposes of undermining the Union.
- 5.4 Special conferences will be arranged between the Union President and the Employer or its designated representative upon request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. These special conferences may be attended by a representative of the Michigan Council 25 of AFSCME, AFL-CIO. All meetings concerning union related matters will take place at mutually agreed upon times and remain in compliance with Public Act 300 of 1980. The union shall conduct its business in a manner that does not interfere with the assigned duties of employees or the work of the organization.
- 5.5 All meetings concerning union related matters will take place at mutually agreed upon times and remain in compliance with Public Act 300 of 1980. The union shall conduct its business in a manner that does not interfere with the assigned duties of employees or the work of the organization.
- 5.6 The stewardship system shall be as follows: three (3) stewards. In addition, there shall be one (1) chief steward.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 The purpose of a grievance procedure is:

- A. To achieve consistency in the approach to handling employee grievances.
- B. To achieve means of ensuring the existence of maximum communication between the employee, their Executive Director or designee, and the Employer.
- C. To bring about the prompt and efficient resolution of employee grievances.

6.2 Definition of a Grievance

A grievance is an alleged violation or misapplication of a specific article or section of this contract.

6.3 The Procedure

Step 1: Within five (5) work days following the reasonable discovery by the aggrieved party and/or the Union of the act or condition which is the basis of the grievance, the employee and/or the Union will request a conference with her/his Executive Director or designee to discuss the grievance on an informal basis. Said confidential proceedings will be between her/his Executive Director or designee, the employee, and/or the Union. Said conference shall be held within five (5) work days of the request.

Step 2: In the event the grievance is not resolved at Step 1, the employee and/or the Union will file a written grievance (Appendix E) with the departmental Executive Director or Deputy Superintendent if applicable, with copies to the Union. Said form shall be filed within five (5) work days after the informal conference. Within five (5) work days of receipt of the grievance, the departmental Executive Director or Deputy Superintendent if applicable will convene a meeting with representatives of the Union and the Employer in order to attempt to resolve the grievance. The departmental Executive Director or Deputy Superintendent if applicable will provide a written summary of the issue(s) brought forth and resolution reached, if any, to the aggrieved employee and the Union within three (3) work days of the meeting.

Step 3: Within five (5) work days after receiving the written summary of the departmental Executive Director or Deputy Superintendent if applicable, an appeal may be filed with the Executive Director of Human Resources. The appeal shall be accompanied by a copy of the signed grievance, and summary, if any, at Step 2. Within five (5) working days of receipt of the appeal, the Executive Director of Human Resources may convene a meeting with representatives of the Union and the Employer in order to attempt to resolve the grievance. The Local may have a representative from AFSCME Council 25 present at Step 3 and Step 4. Within five (5) work days of the Step 3 meeting, the Executive Director of Human Resources will give a written reply to the employee filing the grievance with copies to the Union.

Step 4: If not resolved at Step 3, the grievance may be appealed to the Superintendent. Said appeal shall be made within five (5) work days after the employee's and/or the Union's receipt of the Employer's decision at Step 3.

A. Within twenty (20) work days after receipt of the appeal, the Superintendent shall hold a hearing on the grievance. Participants in the hearing shall be given at least a three (3) work day written notice of the hearing. In cases of disciplinary action in which the employee has been suspended or discharged, the hearing shall be held within ten (10) work days after receipt of the appeal.

B. Not more than five (5) work days after the hearing of the appeal, the Superintendent shall communicate her/his decision in writing together with supporting reasons to the aggrieved employee and the Union.

Step 5: Arbitration – Within twenty (20) work days after receipt of the decision of the Superintendent, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association. The arbitrator shall have no authority to alter, add to, or subtract from the terms of this Agreement.

Each party shall bear the full costs for its side of the arbitration and share equally the total cost of the arbitrator.

- 6.4 The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails without good cause to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event that the Employer shall fail without good cause to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically settled on the basis of the request of the aggrieved party.
- 6.5 The employee shall have the right to Union representation at the time a complaint or disciplinary action is imposed.
- 6.6 Copies of any written communication shall be sent to the Chief Steward and Human Resources. All written communication shall be initialed by the Union and the Employer.
- 6.7 In the event that a complaint or grievance affects the health or safety of any employee, the Employee has the right to call a Union steward to meet with the employee's Executive Director or designee immediately to discuss the situation. If the complaint does not affect the health or safety of the employee, Article 6.3 of this Agreement shall be followed.
- 6.8 The chief steward and stewards shall be permitted to investigate and/or process grievances. The chief steward and the stewards shall notify and obtain their Executive Director's or designee's permission before investigating and/or processing grievances. All meetings concerning union related matters will take place at mutually agreed upon times and remain in compliance with Public Act 300 of 1980. The union shall conduct its business in a

manner that does not interfere with the assigned duties of employees or the work of the organization.

- 6.9 A grievance may be withdrawn by the Union at any level.
- 6.10 If a grievance arises from the action of an Executive Director, designee, or higher authority, it may be initiated at Step 2 of the Grievance Procedure by mutual consent of the Employer and the Union.
- 6.11 No contract article violation, adjustment or disposition not cited at Step 2 shall be added to a grievance. If, however, the Union wishes to amend a grievance in any manner after it is submitted at Step 2, the grievance shall be returned to Step 2 of the grievance procedure.

ARTICLE 7 - SENIORITY LISTS AND APPLICATION OF SENIORITY

7.1 Seniority Lists

The seniority of all employees on the list shall commence with their first day of work within this bargaining unit. The Employer shall provide to the Union a seniority list setting forth, in order of their seniority, each employee's name, first day of work, and classification. The seniority list shall be maintained as follows:

If two or more employees are hired on the same date, seniority will be determined in descending order by the highest number of the last four (4) digits of the individual's social security number (9999).

Such list shall be revised by Human Resources October 1st of each year with a copy given to the Union and posted electronically.

Seniority shall be applied as hereinafter provided.

7.2 Probationary Period

Employees hired into the bargaining unit shall be probationary for 120 work days of employment. For employees hired after July 1, 2018, the probationary period may be extended up to 45 additional work days by the employer. The employer will notify the Union President in writing when the probationary period has been extended, and include the reason(s) as to why the probationary period is being extended. New employees, while in their probationary period, may be terminated, and the employer shall not have to show cause. They shall be represented by the Union for all purposes under this Agreement during the probationary period except that no protest may be entered against termination during said probationary period except for discrimination.

Probationary employees shall be allowed to apply for vacancies for the duration of her/his probationary period, in accordance with the following:

Probationary employees may not apply during the 5 day initial period referenced in Article 8.2 (D) and do not receive seniority preference. After the expiration of the initial posting a probationary employee may apply and be considered in the same manner as an outside applicant. Should a probationary employee be selected as the successful applicant from the pool of outside applicants, their probationary period will start over with the effective date of the new position. The seniority date of the probationary employee will also be changed to reflect the effective date of the new position. Leave bank accruals are not affected by the change in seniority date.

7.3 Loss of Seniority

Seniority shall be broken and the employee shall be removed from the seniority list for the following reasons:

A. If the employee quits.

- B. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
- C. If the employee is absent from work without notifying the Employer unless the employee gives reasonable explanation for the absence upon return.
- D. If the employee fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided in Section 7.4.
- E. If the employee overstays a leave granted for any reason, as provided in Article 18.
- F. If the employee retires.
- G. If the employee is laid off for three consecutive calendar years.

7.4 Reductions in Force

Reduction in the work force shall be effected by the following procedure.

A. Notice

Whenever the Employer determines that a bargaining unit position is to be reduced, the affected bargaining unit member shall be notified at least twenty-nine (29) work days in advance with the Union being notified at least one (1) work day in advance of the notification being sent to the affected bargaining unit member. The notification to both parties will include the effective date of the reduction and the applicable procedure. The Employer will meet with the Union prior to the effective date of the layoff to discuss the reduction of position(s).

When a reduction in position(s) occurs, after the above notifications are made, the Employer shall announce to the Bargaining Unit the number of positions anticipated to be reduced and request employees interested in accepting a “voluntary layoff” to contact Human Resources. The Employer shall grant “voluntary layoffs” in seniority order, provided all remaining bargaining unit members possess the necessary qualifications for the remaining positions. Employees granted the “voluntary layoff” shall maintain all rights as provided employees who are “involuntarily laid off” and shall not return to employment until such time as there is a recall/restoration of staff.

This subsection does not apply in cases of strikes or work stoppages.

B. Order of Removal

When a determination has been made that there will be a reduction in force, the order in which employees will be removed will be as follows:

1. All employees performing bargaining unit work who are not members of the bargaining unit

2. Voluntary Layoffs
3. Newly hired bargaining unit members who have not completed the probationary period.
4. The affected bargaining unit member has the choice of moving into a vacant position within their pay grade or exercising her/his rights in accordance with Article 7.4C.

This is conditioned upon the fact that all remaining bargaining unit members are qualified for her/his position.

C. Bumping Procedure

Bumping privileges may be exercised only on employees with less seniority than the person exercising the right to bump. Employees may elect to bump into positions subject to the procedure below.

Affected employees shall use the bumping procedure below, in the following order:

1. Bump the least senior person within her/his classification for which (s) he is qualified.
2. Bump the least senior person within her/his grade for which (s) he is qualified.
3. Bump the least senior person in the next lowest classification or grade for which (s)he is qualified.

All subsequent employee displacement as a result of the initial bumping will follow the procedure above.

D. Recall/Restoration of Staff

For purposes of this subsection:

1. a laid off employee is one who has lost employment for no more than three consecutive calendar years with the Employer pursuant to a reduction in force;
2. a displaced employee is one who has been moved from her/his position to another, for no more than three (3) consecutive calendar years but has not lost employment, pursuant to a reduction in force;
3. “recall” means bringing a laid off employee back to work; and
4. “restore” means to put a displaced employee in the classification (s) he held at the time of the reduction in force.

When staff expansion can resume, laid off or displaced employees shall be recalled or restored in order of seniority. Employee(s) shall be recalled or restored in the order of seniority to the first opening in the classification from which the employee

was laid off or displaced. If an opening in the employee's classification is not available, (s) he may opt to be recalled or restored to a position within her/his grade so long as (s) he is qualified. Recall/restoration will be by written certified notice, return receipt requested. If the employee fails to respond within five (5) work days of receipt of notice, or evidence of inability to deliver, (s)he will be considered to have effectively waived her/his right to recall or restoration to the classification/grade and if on layoff, will be considered to have voluntarily quit her/his employment with Wayne RESA.

E. The Union President shall be the last employee to be laid off and the first to be reinstated. The Chief Steward shall be the second to last employee to be laid off and the second to be reinstated. This provision is subject to the requirements of 7.4 B and 7.4 D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, the Employer complying with Article 7.4 E.

F. Employees on layoff may request in writing that earned sick days and personal leave days be frozen for sixty (60) work days from date of layoff. (Note: sick time used and not earned subject to Article 18.4 C)

If this provision is used, an employee on layoff shall continue to receive health, vision and dental insurance coverage for one (1) COBRA payment beyond the effective date of the layoff, provided the employee continues to pay their applicable cost share, if any.

G. Temporary Layoff

The advance notice provision in the Article shall not apply to cessation of work due to an act of God or other reason beyond the control of the Employer.

H. Temporary Recall

Whenever the Employer determines that "temporarily vacant" positions are to be temporarily filled by laid off or displaced employees, laid off/displaced employees shall be the first offered such temporarily vacant positions in the bargaining unit, in order of seniority, provided (s) he is qualified for the position. The employee shall be afforded all rights and benefits of contract during the period of filling the temporarily vacant position. In the case of being recalled to a temporarily vacant position, such employee shall have the right to refuse such recall and will retain all rights as other laid off/displaced employees.

7.5 Freezing of Accrued Seniority

An employee who leaves the bargaining unit due to transfer or promotion but remains employed at Wayne RESA shall:

1. Have her/his accrued seniority frozen effective upon leaving the bargaining unit.
2. Be eligible to return to the bargaining unit only by way of being the successful external candidate for a posted bargaining unit position.

3. Be eligible to access frozen seniority effective the date following her/his filling of the posted bargaining unit position.
4. Have seniority date adjusted upon return to the unit.

ARTICLE 8 - POSTINGS, FILLING OF VACANCIES, AND RELATED MATTERS

8.1 Filling Vacancies

All vacancies and new positions shall be posted. The initial posting of a vacancy/new position shall be defined as the original vacancy. Following the filling of the original vacancy by a bargaining unit member, a subsequent vacancy shall be deemed to exist and posted. No more than a total of two (2) subsequent vacancies will be posted. The posting shall refer to the vacancies as follows: 1) original vacancy; 2) subsequent vacancy; 3) final vacancy. In the absence of any bargaining unit member applying for an original vacancy or any subsequent vacancies, bargaining unit members displaced/laid off will be recalled to fill the most recently posted positions.

All vacancies and new positions shall be filled by the most senior qualified bargaining unit members before new hires in accordance with the procedures outlined herein. Qualifications shall be determined by the testing requirements outlined in Articles 8.10 and 8.11 and by the employer.

A bargaining unit member that has reached step two (letter of reprimand) of progressive discipline (Article 4.5) shall not be considered qualified for the purpose of this article and is unable to apply for a posted vacancy if the discipline occurred within the preceding twelve (12) months of the posting date of the vacancy.

8.2 Postings

- A. All jobs shall be posted with the same position title, qualifications and requirements that existed immediately prior to the vacancy unless the Employer consults with the Union before changes are implemented.
- B. The Employer shall distribute copies of notices of open positions within the bargaining unit electronically to the Union and upon written request to bargaining unit members not working at the time the position is posted.
- C. Notice of each vacancy or new position shall be posted for not less than five (5) workdays during which time all employees desiring to apply for the position must file their application in writing with the designated Employer representative. Bargaining unit members must apply for a vacant position during the initial five (5) work day posting period to utilize the seniority preference described in Article 8.1 and 8.4. After the expiration of the initial posting an employee may apply and be considered in the same manner as an outside applicant.

The Employer may advertise at any time if in their judgment an outside applicant pool may be necessary. This action shall not deprive bargaining unit members' rights as described in Article 8.

- D. Vacancies shall be posted expeditiously. Posting of said vacancy shall not exceed twenty (20) work days from the date of vacated position unless the Employer sends written notice to the Union of the vacated position being eliminated.
- E. During interim of posting and hiring, outside employees may be used in accordance with the stipulation in Article 8.7.
- F. The employer may include a bargaining unit member(s) on first and second round interview teams.

8.3 Trial Period

Should the successful applicant for a position be deemed unsatisfactory as determined by the Employer through periodic evaluations after assignment, or should the employee elect for just cause to reject the position within the first fifteen (15) work days after assignment, the employee shall be restored to the same position from which the employee had originally transferred. The employee's original position shall be a conditional vacancy until the trial period has expired at which time it becomes a vacancy. A conditional vacancy may be posted pursuant to the procedure in Article 8.1. However, since the vacancy is conditional during the trial period, filling the positions is contingent upon the expiration of the trial period. Should the successful applicant return to his/her original position during the trial period the conditional vacancy shall be rescinded.

Waiver

Upon written mutual agreement of Human Resources and the employee, the trial period and evaluation may be waived and the employee assigned to the position. It shall be the sole responsibility of the employee to notify the President, prior to the effective date of the written agreement, of her/his intent to waive the trial period. The President shall receive a copy of the written agreement.

8.4 Selection of Successful Applicant

Any member of the bargaining unit, except employees in a program of progressive discipline pursuant to Article 8.1, may apply for posted positions. The employer will identify qualified applicants to interview. For internal applicants, if qualifications are equal, seniority will prevail.

The Employer shall notify members of the bargaining unit who interview if they have been selected through the interview process in writing. The successful member will notify the HR Department of their acceptance or non-acceptance for the position in writing.

The selected applicant shall move to the new position within ten (10) work days unless the Employer notifies the Union in writing of exceptional circumstances or determines that all employees awarded positions as a result of the process stipulated in contract Article 8.1 will be moved on the same date and identifies the date of the transfer.

Each posted position shall be filled or re-posted within thirty (30) work days after the application deadline date on the posting unless the Employer consults with the Union.

8.5 Temporary Classification Assignments

If an employee is temporarily placed in a lower classification than that regularly assigned, there shall be no reduction in pay for that employee.

If an employee is temporarily placed in a higher classification than that regularly assigned, the affected employee shall be paid at the rate of the higher classification in accordance with Article 20.2 for all time spent on the assignment.

8.6 Bargaining Unit Work

Non-employees and employees outside this bargaining unit, except for outside employees as outlined in Article 8.7, shall not routinely perform work included in the job of members of this bargaining unit. Employees outside the bargaining unit may, at times, perform such work in the case of an emergency, or when no bargaining unit member is available in the course of the normal work day. The decision of an employee outside the bargaining unit to perform such work shall be made by the Executive Director or designee in the honest exercise of business judgment, and not arbitrarily, or in bad faith.

8.7 Outside Employees

A. An outside employee is employed to:

1. Perform the work of an absent bargaining unit member.
2. Fill a vacant position during the interim of a posting and hiring.
3. Fill the position of an employee serving a fifteen (15) work day trial period.

B. Outside employees shall not:

1. Be represented by this Union or this Agreement.
2. Be entitled to any benefits under this Agreement.
3. Achieve seniority status for time worked in such capacity.
4. Be used in any manner to do bargaining unit work if there are bargaining unit members on a layoff.
5. Be used in such a manner as to avoid filling the positions with a bargaining unit member.
6. Be given preferential treatment as to working hours, working conditions or overtime.

7. Be used for a period to exceed 45 work days per vacancy, unless the assignment is to cover an employee's leave of absence as defined in Article 18.
8. Be used for temporarily vacant positions prior to the recall of laid off/displaced employees.

C. Exceptions to the above shall be mutually agreed to by the Union and the Employer.

8.8 Reclassifications

Requests for changes in classification may be made by bargaining unit members pursuant to the following procedure:

An employee must pass the minimal requirements of the higher classified position.

The employee puts in writing their request, including a description of duties they are performing of a higher class and the length of time they have been performing the duties.

The employee submits the request to their immediate supervisor, or designee, and the supervisor will review and discuss the request with the employee.

The supervisor will discuss the request with the Executive Director, who will forward to the Deputy Superintendent followed by the Superintendent.

If the recommendation is to approve the reclassification, the Superintendent will notify the Board, copying Human Resources, the Executive Director, and the employee of their recommendation. If the recommendation is to reject the reclassification, the parties will be notified in writing by the Executive Director.

The concerns of the Union will be heard and considered at any time during the Reclassification Procedure.

A final decision, either granting or rejecting request for reclassification, shall be rendered in writing within thirty (30) work days from the date request was submitted to Administrative Staff.

1. If the reclassification request is granted and a difference in pay is involved, the employee shall receive the difference in pay retroactive to the date the request was submitted to Administrative Staff.
2. If the reclassification request is rejected, the employee may appeal through the Grievance Procedure within five (5) work days of receipt of the final decision.

Time lines in this section shall be observed unless waived by mutual agreement.

8.9 Job Testing and Qualifications

Every effort will be made to make job qualifications and testing relevant to the position.

Tests will be established for all positions and will be available during the testing window period. Sample test items will be available for review.

Human Resources will be responsible for preparing and administering the tests and/or test equipment, in the manner prescribed in Article 8.10. Testing shall be administered to all bargaining unit members in a consistent manner.

8.10 General Testing Procedures

Employee requests to test must be in writing and sent to the Executive Director of Human Resources, or designee. The deadline for receipt of requests for testing will be at least five (5) work days in advance of the test date. At the time of application, applicants may request and be tested separately.

A written confirmation notice of testing will be sent to the employee at least two (2) work days in advance of the test date. The confirmation notice will include notice of one make-up date. Persons who do not successfully complete the test, or who are absent on the test date, may test on the make-up date upon written advance notification to Executive Director of Human Resources, or designee at least three (3) work days prior to the make-up date. If the employee is absent on both the test date and the make-up date, he/she must wait until the next regularly scheduled test date.

There will be a minimum of six (6) work days between the test date and the make-up date. Applicants will be given a testing packet with written instruction sheet, and will be provided with an explanation of procedures to be followed, including time limit on each test. Time will be allotted for questions/answers prior to administering the test.

Applicants will be provided with testing equipment and supplies (including scratch paper, pencils with erasers, computer, etc.). Applicants may bring and use their own calculators if preferred.

A timer will be used for all timed tests within hearing/sight range of the person(s) being tested.

Applicants will be notified, whenever possible, within 24 hours as to test results (pass/fail only). Upon written request by an employee, a written notice of testing results shall be provided to the employee. Results will include the overall score as well as how many points out of the total possible points on each section (example: 8 correct out of 10 questions). The notification of results will not include specific information regarding the actual questions nor answers to questions.

Staff who do not have current testing on file for their classification shall have the option of being tested or extending the trial period in Article 8.3 to forty-five (45) work days when applying for lateral classifications.

Staff must pass any revised test to maintain qualifications and skill level for a different classification.

Pass Rate

Staff must score the minimum pass rate indicated for each test, with an overall average of 80%.

Testing Window Periods

Testing window periods will be in October, and April. In addition, members may test outside of the testing window to qualify for a posted position during the fiscal year. Specific test dates in October and April will be determined by Human Resources no later than July 1 for the upcoming fiscal year and announced no later than August 1 via electronic mail to all bargaining unit members.

Newly Devised Tests

One of the special test windows may be for a newly devised test. The test date and the make-up date will be determined by the Employer and announced via electronic mail to all bargaining unit members. There will be a minimum of six (6) work days between the test date and the make-up date.

The Employer will consult with the Union, regarding content and relevance, on newly devised tests six (6) work days prior to implementation.

Clerical Testing

Clerical testing may include the following components:

Spelling

Punctuation/Capitalization

Vocabulary

Alpha and Numeric Filing

Grammar

Applications Software (e.g. Word, Power Point, Excel)

Clerical testing, or portions thereof, may be conducted on the computer.

The typing test will be administered on the computer using a five (5) minute timed writing. The typing pass rate is the required words per minute (wpm) for the position applied for with not more than five (5) errors for the five (5) minute timed writing.

8.11 Test Scores

Upon written request from the employee, the Employer shall provide the test scores with a signed receipt stating whether or not the test was passed and the date the test was administered. Employee's receipt shall serve as valid proof that the test was taken previously.

8.12 Evaluations

- A. Probationary employees shall have an evaluation report completed by their Executive Director or designee. The evaluation report shall be completed on or before the completion of twenty (20) work days; between the completion of twenty-one (21) and eighty (80) work days; and before the completion of one-hundred twenty (120) work days of employment. The evaluation report shall be placed in the employee's personnel file.
- B. Employee(s) completing the probationary period shall be evaluated in writing upon completion of one year of employment.
- C. Non-probationary employees shall be evaluated in writing at least every two years.

The probationary or non-probationary employee's signature does not necessarily mean agreement with the evaluation. It does mean that it was discussed by the evaluator and the person evaluated. If the employee wishes to contest the evaluation report, she/he may do so in writing and have it placed in her/his personnel file.

No member of the bargaining unit may evaluate another member of the bargaining unit.

- D. Evaluation tool(s) will be mutually agreed upon by the Employer and the Union and will be made available upon request.

ARTICLE 9 - HOURS OF WORK AND OVERTIME PAY

9.1 Principle

The parties to this Agreement mutually subscribe to the principle of a fair day's pay for a fair day's work.

9.2 Work Week

The normal work week shall be Monday through Friday.

9.25 Work Year

Employees in an eleven (11) month position will have a work schedule that includes an unpaid period of twenty (20) work days between July 1 and August 1.

9.3 Work Day

Employees' normal work schedules shall conform on a regular basis to the special needs and circumstances peculiar to the department. With mutual consent of the employee and the employee's Supervisor, the employee's work schedule may be occasionally modified to accommodate the needs of the work supported by the employee. Employees are expected to report for duty within the organizational pattern of the department.

The regular work day shall consist of not more than eight (8) consecutive hours.

9.4 Lunch Period and Reliefs

A regular work day shall consist of eight (8) hours including a paid lunch period of one-half (1/2) hour normally to be taken mid-day; or no paid lunch period if the employee is working less than four and a half (4.5) hours. The two paid relief periods of fifteen minutes (15) each may be combined with lunch or taken one mid-morning and one mid-afternoon; without interruption from the Employer. The lunch period and breaks are not to be routinely taken at the end of the day; if found to be necessary, on occasion, such scheduling must be mutually agreed to by the employee and the supervisor prior to being done.

9.5 Overtime

Time and one-half (1-1/2) shall be paid for all work performed in excess of forty (40) hours per week. "Work performed" does not include paid time off with the exception of Wayne RESA recognized holidays in Article 9.8. Exceptions may be made in emergency situations when approved in advance by the employee's Executive Director or designee.

Advance notice shall be given for all overtime assignments. Overtime shall be on a mutually agreeable basis. No overtime shall be paid unless authorized in advance by the Executive Director or designee. Overtime request forms shall be signed at the time of the request by the Executive Director or designee authorizing the overtime. Authorized overtime shall be included in pay received for the pay period during which the overtime

was worked. Notice of schedule changes will be given to employees at the earliest possible time.

Should an emergency situation arise that does not permit sufficient time to obtain prior approval (i.e. immediate response to client needs), employee should notify the Executive Director or Department Manager via e-mail within one work day.

Overtime will be offered in order of seniority to those employees who have satisfied the testing requirements for the overtime work being offered. The overtime listing shall state the employee's current classification and other classifications for which the employee has passed the testing requirements.

If the Executive Director's employees cannot work the overtime being offered, the Human Resource department shall make use of the overtime volunteer list established by the Union posted on the bulletin board in Human Resources. In the event neither of these sources have employees available and qualified to work the overtime, the work may be performed by other qualified employees of the Wayne County RESA in accordance with Article 8.6 or by outside employees.

A new overtime volunteer listing shall be established, by the Union, July 1 of each year.

9.6 Days Off with Pay and Sunday Overtime

Double (two for one) time shall be paid for all work performed on Sundays and days off with pay recognized in Article 9.8.

9.7 Emergency Closing

- A. 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.
 - 1. The Superintendent shall announce the emergency closings of the RESA facilities using the current employee electronic notification system, the outgoing message on the main telephone line, and on the agency's website.
 - 2. When a work day is cancelled by the Employer, the employee shall receive a full day's pay for said day.
- B. If the place of employment is open and an employee is not able to report because of Acts of God, the employee shall determine how her/his day will be charged from existing banks as stipulated in Article 12 and 18.6.
- C. The Facilities and Operations Manager, or designee, will email any identified classifications in the Building Services Department (Secretary; Building Services Assistant & Building Services Assistant II) when the decision is made to close the building to determine availability, regardless of staff regularly schedule hours, to ensure coverage of building services staff when necessary.

1. All staff emailed will be expected to make every effort to come to work to provide minimal coverage for the operations as assigned by the Manager for the duration of the closure, or the period otherwise determined by the Manager or designee.
2. Those staff that report to work will be paid at the rate of time and one half (1 ½) for the hours worked during the closure.

9.8 Calendars – 2022 - 2025

- A. The following days falling within the regular work schedule shall be recognized as days off with pay for all 12-month employees. 11-month employees shall not receive pay for Independence Day.

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

B. Days for religious observances falling on other than any of the days named above may be taken and charged to vacation or personal leave days.

C. Holidays shall be observed in accordance with legislative action of the State and Federal governments.

D. Holidays falling on a Saturday or Sunday shall be observed on the Friday preceding or the Monday following.

E. When any of the holidays set forth above are observed during the employee's regularly scheduled vacation, the employee shall not be required to charge the holiday to vacation.

9.9 Alternative Assignments and Work Schedules

A. Temporary Alternative Assignments

The Employer may temporarily reassign an employee for a pre-specified period of time to another position and/or classification, subject to the provisions of Article 8.5 of this collective bargaining agreement.

The affected employee will be provided a notice in writing of the temporary reassignment which will include the work location and work schedule with a copy to the Union.

B. Permanent Adjusted Time and Schedules

The Employer may request an employee or an employee may request the Employer to permanently adjust her/his work week(s) and/or work day(s) so as to allow for work to be performed from Sunday through Saturday or for more than eight (8) hours per day. The adjusted schedule shall not exceed forty (40) hours in the week (Sunday through Saturday). Any adjusted times and/or schedules shall be mutually agreed to between the employee and the employee's Executive Director or designee.

The Employer may post new or vacant positions so as to allow for adjusted schedules as described above, so long as the work week (Sunday through Saturday) does not exceed forty (40) hours.

Work performed in excess of forty (40) hours per week under this Article/Section shall be paid at the overtime rate of time and one-half (1 ½).

The affected employee will be provided a notice in writing of the adjusted time/schedule and overtime arrangement as appropriate with a copy to the Union.

C. Temporary Adjusted Time and Schedules

The Employer may request an employee or an employee may request the Employer, with a five (5) work day advance notice, to allow for a temporary adjustment of the work week(s) and/or work day(s) so as to allow for work to be performed from Sunday through Saturday or for more than eight (8) hours per day so long as the work week does not exceed forty (40) hours (Sunday through Saturday). The temporary adjustment shall be on a mutually agreeable basis between the employee and the employee's Executive Director or designee.

If the Employer requests the temporary adjusted time/schedule, it shall first be offered to the employee doing the work on a regular basis. If refused, the Executive Director or designee will consider requesting volunteers from the department to accept the temporary adjusted time/schedule. If the Executive Director or designee determines the use of such volunteers is possible, the temporary adjusted time/schedule shall be provided to the most senior volunteer in the department. If the Employer determines that the use of volunteers is not possible, the least senior bargaining unit member in the affected department, classification shall be assigned to work the adjusted schedule.

Work performed in excess of forty (40) hours per week under this Article shall be paid at the overtime rate of time and one-half (1 ½).

The affected employee will be provided a notice in writing of the adjusted time/schedule and overtime arrangement as appropriate with a copy to the Union.

ARTICLE 10 - MEDICAL EXAMINATIONS

10.1 Medical Examinations

The Employer will provide time for all medical examinations required by law. The Employer will, at its option, either provide the tuberculosis examination at its expense or reimburse employees for the cost of such examination(s) required by law to show evidence of freedom from communicable tuberculosis.

10.2 Challenge of Medical Reports

The Employer shall have the right to challenge any medical report, showing just cause, including medical leave.

In the event a medical report is challenged, the procedure shall be as follows:

- A. The employee and the Union shall be notified in writing.
- B. The Employer may elect to require the affected employee to be examined by a physician of the Employer's choice. The Employer shall provide time for and pay for the medical examination.
- C. If the reports of the two (2) examining physicians are in conflict or disagreement, the affected employee shall be examined at the equally shared cost of the Employer and the employee, by an appropriate specialist in the area of controversy at Henry Ford Hospital in Detroit, University of Michigan Hospital in Ann Arbor, or another mutually agreed upon hospital, for final determinations in the matter which shall be binding on the parties.

ARTICLE 11 - MISCELLANEOUS

11.1 Pay Periods

Paychecks shall be issued on a bi-weekly basis via direct deposit. Should a payday fall on a bank holiday, the payday shall become the bank work day immediately before the bank holiday. This shall not affect the pay period.

The twelve (12) month contract amount will be paid out in twenty-six (26) or twenty-seven (27) equal biweekly amounts during the fiscal year dependent on pay dates within a fiscal year. The eleven (11) month contract amount will be paid out in twenty-four (24) equal biweekly amounts beginning in August and ending in June of each fiscal year.

11.2 Bulletin Boards

Bulletin Boards will be provided in each building for posting notices pertinent to the business of the Union. A copy of all notices will be forwarded to the Employer prior to posting.

11.3 Use of Wayne RESA Facilities

The Union will be permitted the use of Wayne RESA facilities for regular and special business meetings of the Union, provided that such is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the Employer.

11.4 New Jobs

Notification to the Union shall be made when new positions are created which cannot be placed in existing classifications. The Employer shall establish classifications and rate structures. In the event the Union does not agree that the classifications and rates are proper, they shall be subject to negotiation.

11.5 Mileage

Employees who are requested and agree to use their cars for school business shall receive the maximum Board approved rate for employee's mileage.

11.6 Copies of the Agreement

The Employer agrees to furnish complete copies of the Agreement within thirty (30) work days from date of Union ratification at the rate of one (1) copy for each member. In addition, Human Resources will provide new members with an agreement at time of hire. Copies provided under this article may be provided electronically via email.

11.7 Health and Safety

All employees shall be provided with separate employee restrooms, which shall be properly heated, cleaned and well lit.

11.8 Work Rules

When existing rules are changed or new rules are established, they shall be communicated electronically via email and on the Employer's webpage for a period of ten (10) consecutive work days before becoming effective. The Union shall be provided with a copy of such rule changes. Rule changes shall not be in conflict with this Agreement.

11.9 Employee Training/Conferences

A. Professional Growth and Training

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, webinars, book study, certification study, professional organization activities or person to person exchange.

The Employer or the employee may request training related to the employee's employment. Only when proper completion of the Request for Professional Growth and Training form and the Travel Authorization Form is completed and approved prior to enrollment shall such training be paid for by the Employer. Employees shall receive pay and continuance of benefits during such training. Training shall be provided and completed when staff is requested to use new equipment and/or programs. If an employee feels she/he have been denied adequate and/or appropriate training, her/his concerns should be discussed with the Executive Director of Human Resources or designee. A Union representative may be present, if requested.

B. Tuition

Non-probationary bargaining unit members who apply may receive tuition reimbursement for courses at an accredited institution that are part of a planned degree program related to the member's assigned duties, and/or would help to qualify the employee for a promotion within Wayne RESA, and when the following procedure is followed:

1. The employee will submit written request to her/his Executive Director or designee at least ten (10) work days prior to the start date of the course(s). The written request must include the title of the course(s) to be taken, the number of credit hours per course(s) and how it relates to the employee's current work.
2. Human Resources will notify the employee in writing of the decision within seven (7) work days from date of employee request.
3. Upon successful completion of coursework, with a proven grade of "C" or better (or "P" in pass/fail course) the employee shall be reimbursed for tuition. Reimbursement for tuition is limited to no more than \$2,500 in any given fiscal year and shall not exceed \$10,000 for any individual employee.
4. Time will not be adjusted or paid for course work.

C. Degree Stipend

Employees receiving a degree on or after July 1, 2018 at the culmination of a planned degree program that is eligible for tuition reimbursement under this Article will be eligible for a one-time stipend at the following rates:

Associate Degree: \$500.00
Bachelor Degree: \$1,000.00
Master's Degree: \$1,500.00

11.10 Executive Director or Designee of Duties

No employee shall be required to assume any Executive Director or designee or administrative duties.

11.11 Work Locations

When an employee's work location is closed for the day, the employee may be reassigned by the Employer to another location for said day.

At no time shall an employee be required to work in a building alone.

11.12 Board Meetings

The Union President or designee shall be permitted to attend the Board of Education meetings of the Employer. Designee will only be permitted to attend Board Meetings if the Union notified the Employer of the identity of the designee at least five (5) work days in advance of the meeting. Attendance at Board of Education meetings will remain in compliance with Public Act 300 and shall not interfere with the assigned duties of employees or the work of the organization.

11.13 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 Employer and the Union will continue to participate on this committee and the committee will convene as needed in order to meet its objectives.

11.14 Union/Employer Cooperation/Communication

The establishment of the Labor-Management Collaborative (L-MC) is an example of the cooperation between administration and union. 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.

ARTICLE 12 – VACATIONS

12.1 Vacations shall be scheduled subject to the approval of the Executive Director or designee and may be taken in consecutive periods or may be split with the approval of the Executive Director or designee. Vacation will be taken at times when employee would otherwise be scheduled to work.

12.2 Vacations will be earned at the following rates beginning at the month of hire for all 12 month employees:

Years	Months *	Hours per pay	Annual Hours	Annual Days
1	0-12	4.62	120	15
2	13-24	4.92	128	16
3	25-36	5.23	136	17
4	37-48	5.54	144	18
5	49-60	5.85	152	19
6	Over 60	6.15	160	20

11 month employees earn vacation at the following rates:

Years	Months *	Hours per pay	Annual Hours	Annual Days
1-3	0-36	4.00	96	12
4-7	37-84	4.33	104	13
8	Over 84	4.67	112	14

Employees hired before July 1, 2010 will continue to earn vacation at the following rates:

Years	Months *	Hours per pay	Annual Hours	Annual Days
9	97-108	7.08	184	23
10	109-120	7.38	192	24
11	121-132	7.69	200	25
12	133-144	8.00	208	26

Years	Months *	Hours per pay	Annual Hours	Annual Days
13	145-156	8.31	216	27
14	157-168	8.62	224	28
15	169-180	8.92	232	29
16	Over 180	9.23	240	30

*Months credited based upon time worked or paid time off.

12.3 Vacation Pay Upon Layoff, Retirement or Discharge

Any employee who resigns, retires, or is laid off shall be paid within a reasonable time thereafter for any unused vacation including those days accrued at the then current calendar year.

12.4 Vacation Accrual Time Limit

Vacation days accrued in excess of three-hundred eighty-four (384) hours will be converted to sick leave days.

12.5 Donation of Vacation Days

In the event an employee, or a member of her/his immediate family (a dependent or person for whom the employee is responsible for the care of), sustains a serious non-work related injury or illness and is totally disabled from work, under the care of a health care provider, and has exhausted her/his sick, personal and vacation leave days, she/he may seek the donation of vacation days from other members of the bargaining unit, in order to maintain her/his salary during the period of disability, by way of the following procedure:

Submit, in writing, whenever possible, at least ten (10) work days before going off payroll, a request for the donation of a specific number of vacation days from other members of the bargaining unit, to the Manager of Human Resources for review and consideration. The request must include a statement from the attending health care provider, and an explanation of the reason(s) the request should be considered.

Human Resources will review the request and, if approved, will e-mail one notification to the bargaining unit that a request has been made. The e-mail will include the appropriate form so that members of the bargaining unit are able to donate vacation days in increments of whole days.

All vacation days donated will be added to the applicant employee's vacation bank for use only during the specified period of disability. All donated days which are unused during the specified period of disability will be returned to the donor(s).

The following procedure will be used to determine the order in which donated days will be deducted:

A random draw of the employees' names donating days will be conducted at the rate of one day per donor, per draw, until the number of days requested by the employee is met.

Employees may donate only earned vacation days up to the accrual limit by way of completing the attached form. Employees donating days will receive written confirmation of the number of days donated, in each instance, by the Payroll Department.

Participation in this activity is voluntary on the part of all bargaining unit members.

Refer to Appendix C for Donation of Vacation Days form.

12.6 Vacation Conversion

All employees will be given the option to cash in up to five (5) vacation days at 100% of their daily rate at the end of each fiscal year. These days must be available in the employee's vacation bank as of June 30th. Employees shall exercise their option for conversion of vacation days on or before June 30th of each year. Payment will be made on the first pay in August.

ARTICLE 13 - VETERAN'S PREFERENCE

13.1 Veteran's Preference

Any employee who enters into active military service in the Armed Forces of the United States shall be entitled to re-employment in any and all Veteran's preferences or rights in accordance with and as provided by applicable Federal and Michigan State laws and regulations. Any employee who is required to attend an Armed Forces Reserve or National Guard Reserve training session will be paid by the Employer for the difference between the pay received for such training sessions and their regular pay with the Employer for a maximum of ten (10) work days in any one (1) year.

13.2 Pay During Military Duty

Employees who are in any branch of the Armed Forces, Reserve or the National Guard, will be paid the difference between their Reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of ten (10) work days per year is the normal limit, except in the case of any emergency.

ARTICLE 14 - BENEFITS

14.1 The Employer agrees to provide each full-time employee with the following insurance benefits:

14.2 Life Insurance

The Employer shall provide, at no cost to the employee, group life insurance protection in the amount of fifty thousand dollars (\$50,000) to be paid to the employee's beneficiary.

The Employer shall continue to provide employees with supplemental life insurance according to their salaries. Premiums for supplemental life insurance shall be paid by employees wishing this additional coverage.

14.3 Short Term Disability

The employer shall administer a voluntary, employee-paid, short-term disability plan and applicable riders. The opportunity to enroll in the plan or make changes will be available upon new hire, during annual open enrollment, and if an employee experiences a qualified status change event as permitted under IRS guidelines.

14.4 Long Term Disability Insurance

The Employer shall provide, at no cost to the employee, long-term disability insurance which provides payment of sixty-six and two thirds percent (66.7%) of the employee's base salary up to the end of the disability or to age seventy (70), whichever is earlier, less Social Security. Eligibility shall commence on the sixty-first (61st) work day following the onset of the disability. Procedure for application to be provided by the carrier.

14.5 Medical Coverage

A. The employer shall provide the following medical coverage:

Employees may elect an HMO, PPO, or PPO 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, and has additional information, including, but not limited to, information on applicable co-pays, deductibles and prescription drug co-pays. The PPO HSA deductible amount will comply with the rates and guidelines established by the U.S. Internal Revenue Service.

B. 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. Payroll deductions for 11 month employees will be deducted in twenty-four (24) equal bi-weekly amounts beginning in August and ending in June of each fiscal year.

Employees who provide satisfactory proof to the Employer of other health insurance coverage may opt out of the medical coverage provided by the Employer 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.

14.6 Flexible Spending Accounts

The employer will provide the option of two Flexible Spending Accounts (FSAs) for each eligible employee. A Medical Reimbursement Plan for un-reimbursed health care costs and a Dependent Care Assistance Plan for dependent-care costs can be used to cover out-of-pocket expenses using pre-tax dollars. Employees must elect to fund their FSAs once each year during the designated open enrollment period. The employer will front-load the employee's elected annual amount as of July 1st of each year, and then deduct in equal amounts from each pay during the year.

The maximum amount an employee may elect for a Medical Reimbursement Plan and/or Dependent Care Assistance Plan is subject to the rate and guidelines established by the U.S. Internal Revenue Service for the duration of the contract period.

The maximum amount an employee may elect for a Medical Reimbursement Plan is two thousand five hundred fifty dollars (\$2,850) 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 maximum amount for the Dependent Care Assistance Plan is five thousand dollars (\$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. 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. 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.

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.

14.7 Dental Insurance

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. See www.resa.net for a summary of the dental benefits.

14.8 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. See www.resa.net for a summary of the vision benefits.

14.9 Coverage During Leaves

An employee on leave shall be covered by all Employer-paid insurance protection, provided the employee continues to pay their cost share, if any, for a period of sixty (60) work days. For leave exceeding sixty (60) work days, such person may continue her/his coverage at group rates payable to the Employer in advance at her/his own expense for the duration of the leave pursuant to COBRA regulations.

14.10 General Provisions

All insurance benefits are subject to the policy and the rules and regulations of the carrier. Any change in carrier will not result in loss of benefits to employees.

ARTICLE 15 - RETIREMENT

15.1 Retirement

- A. The Employer and Union agree to abide by the applicable law regarding compulsory retirement.

- B. The Employer and employee shall each be responsible for payments as required by the Public School Employees Retirement Act—Public Act 300 of 1980, as amended.

ARTICLE 16 - WORKERS' COMPENSATION

16.1 Job-Related Injuries

Any job-related injury to an employee which requires medical treatment and results in lost time shall be compensated in the following manner: The Employer shall pay the difference between Workers' Compensation and the employee's regular pay on the basis of a pro-rated withdrawal from the employee's sick bank from the date of the injury until such bank is exhausted. Full fringe coverage shall continue for ninety (90) days, provided the employee continues to pay their cost share, if any. Full paid release time shall be granted for doctors' appointments upon submission of a doctor's statement of dates and times.

16.2 Job Injury

Any full-time employee receiving an injury on the job and requiring the employee to go home will receive pay for the full day's work at the regular rate.

ARTICLE 17 - SEPARATION OF EMPLOYMENT

- 17.1 Severance pay shall be an amount equal to one hundred percent (100%) of the employee's earned vacation and personal business days in accordance with Article 18.6.
- 17.2 All employees shall receive continuation of insurance benefits through the end of the month in which the separation of employment occurs.
- 17.3 All employees severing employment shall receive a contract calculation from payroll prior to receiving their final paycheck, if possible, explaining earnings and deductions.

ARTICLE 18 – LEAVES OF ABSENCE

18.1 Personal Leave of Absence

- A. The Employer may grant a personal leave of absence, for a good cause, without pay, to any full-time employee who has been employed for a minimum of three (3) years for personal leave, for a period not exceeding one (1) year. Employee's seniority shall be frozen for one (1) year while on a personal leave of absence.
- B. Positions of employees on personal leave of absence may be filled with outside employees during the time of leave. The employer will notify the Union President in writing regarding changes in leave status.
- C. Employees returning from a personal leave of absence shall immediately be assigned the same position and work location, if the leave has not exceeded sixty (60) work days. After such time, the employee will be assigned to the same classification but not necessarily the same location. The employee will be assigned to an open position in their classification for which they meet the qualifications in accordance with Article 8.11. If no open positions exist, the employee will be assigned to a position in accordance with Article 7.4 C.
- D. The position may be posted and filled after sixty (60) work days.
- E. The employee shall notify the Employer in writing ten (10) work days in advance of intent to return to work.

18.2 Medical Leave of Absence Including Maternity

- A. The Employer shall grant a medical leave of absence without pay and without loss of seniority to any full-time employee who has been employed for a minimum of one (1) year upon written statement from a physician. A medical leave shall be for the duration of disability only.
- B. The employee shall notify the Employer in writing ten (10) work days in advance of intent to return to work. A physician's written release must be submitted prior to return to work.
- C. Positions of employees on a medical leave of absence may be filled with outside employees during the time of leave. The employer will notify the Union President in writing regarding changes in leave status.
- D. The position may be posted and filled after sixty (60) work days.
- E. Employees returning from a medical leave of absence shall immediately be assigned the same position and work location, if the leave has not exceeded sixty (60) work days. After such time, the employee will be assigned to the same classification but not necessarily in the same location. The employee will be assigned to an open position in their classification for which they meet the qualifications in accordance with Article

8.11. If no open positions exist, the employee will be assigned to a position in accordance with Article 7.4 C.

- F. A medical leave shall be renewable at the written request of the employee accompanied by a physician's statement.

18.3 Child Care Leave

Child Care Leave shall be granted without pay and administered in compliance with the statutes and the provisions of Article 18.1, Personal Leave of Absence, in this Agreement.

18.4 Sick Leave

- A. Employees shall be granted a bank of sick days as follows:

- **Twelve (12) month** employees – twelve (12) sick days granted at the beginning of the fiscal year (July 1)
- **Eleven (11) month** employees – eleven (11) sick days granted at the start of their work year (August 1)
- **New hires** shall be granted one (1) day per month for each month remaining in the fiscal year

- B. Sick leave days are to be used solely and exclusively for illness of the employee and/or member of her/his immediate family, when the employee is responsible for the care of that member of the family (a mother or father caring for a sick child). After four (4) or more consecutive days of illness, or if a pattern of absence occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for approved sick leave. Sick leave shall be earned at the rate of one (1) day per month. Accumulation shall be unlimited.

- C. Pay for sick days used but not earned shall be withheld from the final paycheck upon severance of an employee and repaid following periods of unpaid leave (excluding periods of approved Family Medical Leave Act (FMLA)).

- D. In the event an employee experiences a serious non-work related injury or illness and is totally disabled from work while under the regular care and attendance of a physician and the employee's sick leave bank is exhausted, the employee will be granted, subject to the approval of the Executive Director of Human Resources, up to ten (10) additional sick leave days for continuous and consecutive days of absence which are a result of the serious non-work related illness or injury. After returning to work, in the event the employee suffers a relapse of the same or directly related illness or injury, no more than ten (10) additional sick leave days will be provided for any one illness or injury occurring during the course of the fiscal year in which the additional sick leave days were initially provided. No more than twenty (20) additional sick leave days will be provided to an employee in a fiscal year. The written request for the additional sick leave days must be accompanied by a written statement from a licensed medical doctor.

The Employer may require the employee to be evaluated by a physician designated by the Employer. The expenses of an examination by an Employer designated physician will be paid by the Employer.

Employees shall provide Human Resources a physician's release prior to returning to work following usage of additional sick leave days.

18.5 Funeral Leave

- A. Absence for funeral leave shall be the minimum time necessary taking into consideration distance and other obligations.
- B. All employees shall be entitled to absence with pay and without charge to sick, vacation, or personal leave days for a death in the immediate family of the employee and/or spouse for a period not exceeding five (5) work days (spouse, children, step children, parents, step parents, foster parents, foster children, grandchildren, grandparents, brothers, sisters and any other person for whose financial or physical care the employee is primarily responsible).
- C. Vacation, sick leave or personal business may be used to attend funerals for other individuals.

18.6 Personal Business Days

Three (3) personal business days shall be granted each fiscal year on a non-accumulative basis. New hires will receive personal business days as follows: Three (3) days if hired before January 1; two (2) days if hired January 1 through March 31; or one (1) day if hired April 1 through June 30. Unused personal business days shall be transferred to the employee's sick bank after July 1.

Personal business days are subject to proration upon separation of employment. 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 daily rate upon separation of employment.

18.7 Jury and Court Leave

All full-time employees shall be excused from their regularly assigned duties for jury duty or the attendance at any court pursuant to subpoena other than personal. The employee shall turn over to the Employer the jury or witness fee and the employee shall receive her/his regular rate of pay from the Employer.

18.8 Family Medical Leave Act

Bargaining unit members may request Human Resources to provide a copy of the Employer's Family Medical Leave Act procedures being used. Current copies are available in Human Resources.

ARTICLE 19 - SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of twenty (20) work days following the date they are tentatively agreed upon by both parties.

ARTICLE 20 – SALARIES

20.1 Application of Salary Provisions

A. Effective July 1, 2022, 0% (zero percent) will be added to steps 1-8 of the salary schedule. The salary schedule as follows shall be in effect on July 1, 2022 - June 30, 2023:

July 1, 2022- June 30, 2023						
	12 Month	12 Month	11 Month	11 Month		
Step	Annual	Bi-Weekly	Annual	Bi-Weekly		
		(27 pays)		(24 pays)	Daily	Hourly
Grade 6						
1	\$35,038.00	\$1,297.70	\$32,343.00	\$1,347.63	\$129.77	\$16.22
2	\$36,684.00	\$1,358.67	\$33,862.00	\$1,410.92	\$135.87	\$16.98
3	\$38,408.00	\$1,422.52	\$35,454.00	\$1,477.25	\$142.25	\$17.78
4	\$40,213.00	\$1,489.37	\$37,120.00	\$1,546.67	\$148.94	\$18.62
5	\$42,017.00	\$1,556.19	\$38,785.00	\$1,616.04	\$155.62	\$19.45
6	\$43,819.00	\$1,622.93	\$40,448.00	\$1,685.33	\$162.29	\$20.29
7	\$45,622.00	\$1,689.70	\$42,113.00	\$1,754.71	\$168.97	\$21.12
8	\$47,416.00	\$1,756.15	\$43,769.00	\$1,823.71	\$175.61	\$21.95
Grade 7						
1	\$37,436.00	\$1,386.52	\$34,556.00	\$1,439.83	\$138.65	\$17.33
2	\$39,195.00	\$1,451.67	\$36,180.00	\$1,507.50	\$145.17	\$18.15
3	\$41,037.00	\$1,519.89	\$37,880.00	\$1,578.33	\$151.99	\$19.00
4	\$42,968.00	\$1,591.41	\$39,663.00	\$1,652.63	\$159.14	\$19.89
5	\$44,902.00	\$1,663.04	\$41,448.00	\$1,727.00	\$166.30	\$20.79
6	\$46,829.00	\$1,734.41	\$43,227.00	\$1,801.13	\$173.44	\$21.68
7	\$48,762.00	\$1,806.00	\$45,011.00	\$1,875.46	\$180.60	\$22.58
8	\$50,637.00	\$1,875.44	\$46,742.00	\$1,947.58	\$187.54	\$23.44
Grade 8						
1	\$40,010.00	\$1,481.85	\$36,932.00	\$1,538.83	\$148.19	\$18.52
2	\$41,890.00	\$1,551.48	\$38,668.00	\$1,611.17	\$155.15	\$19.39
3	\$43,859.00	\$1,624.41	\$40,485.00	\$1,686.88	\$162.44	\$20.31
4	\$45,922.00	\$1,700.81	\$42,390.00	\$1,766.25	\$170.08	\$21.26
5	\$47,991.00	\$1,777.44	\$44,299.00	\$1,845.79	\$177.74	\$22.22
6	\$50,067.00	\$1,854.33	\$46,216.00	\$1,925.67	\$185.43	\$23.18
7	\$51,998.00	\$1,925.85	\$47,998.00	\$1,999.92	\$192.59	\$24.07
8	\$54,201.00	\$2,007.44	\$50,032.00	\$2,084.67	\$200.74	\$25.09

B. For the 2022-2023 fiscal year, all employees, including new hires, hired before January 1 of a given year shall receive an increment on July 1 of that year.

C. All calculations for annual rates shall be rounded to the nearest dollar.

D. A new hire may be placed on any step within the Grade for the position the Employer determines appropriate, and the new hire accepts.

E. Effective July 1, 2022, 0% (zero percent) will be added to step 10 of the salary schedule. Employees hired prior to July 1, 2010, shall be paid according to the following schedule:

July 1, 2022- June 30, 2023						
	12 Month	12 Month	11 Month	11 Month		
Step	Annual	Bi-Weekly	Annual	Bi-Weekly		
		(27 pays)		(24 pays)	Daily	Hourly
Grade 6						
10	\$51,599.00	\$1,911.07	\$47,630.00	\$1,984.58	\$191.11	\$23.89
Grade 7						
10	\$55,118.00	\$2,041.41	\$50,878.00	\$2,119.92	\$204.14	\$25.52
Grade 8						
10	\$58,981.00	\$2,184.48	\$54,444.00	\$2,268.50	\$218.45	\$27.31

F. For the fiscal year 2022-2023, a lump sum payment equal to 2.5% of the annual or pro-rated contract will be paid in two installments, the last pay in December, 2022 and the last pay in June, 2023 for all steps (steps 1-8 and 10).

G. Effective July 1, 2023, 1% (one percent) will be added to steps 1-8 of the salary schedule. The salary schedule as follows shall be in effect on July 1, 2023 - June 30, 2025

July 1, 2023 - June 30, 2025						
	12 Month	12 Month	11 Month	11 Month		
Step	Annual	Bi-Weekly	Annual	Bi-Weekly		
		(26 pays)		(24 pays)	Daily	Hourly
Grade 6						
1	\$35,388.00	\$1,361.08	\$32,666.00	\$1,361.08	\$136.11	\$17.01
2	\$37,051.00	\$1,425.04	\$34,201.00	\$1,425.04	\$142.50	\$17.81
3	\$38,792.00	\$1,492.00	\$35,809.00	\$1,492.04	\$149.20	\$18.65
4	\$40,615.00	\$1,562.12	\$37,491.00	\$1,562.13	\$156.21	\$19.53
5	\$42,437.00	\$1,632.19	\$39,173.00	\$1,632.21	\$163.22	\$20.40
6	\$44,257.00	\$1,702.19	\$40,852.00	\$1,702.17	\$170.22	\$21.28
7	\$46,078.00	\$1,772.23	\$42,534.00	\$1,772.25	\$177.22	\$22.15
8	\$47,890.00	\$1,841.92	\$44,207.00	\$1,841.96	\$184.19	\$23.02
Grade 7						
1	\$37,810.00	\$1,454.23	\$34,902.00	\$1,454.25	\$145.42	\$18.18
2	\$39,587.00	\$1,522.58	\$36,542.00	\$1,522.58	\$152.26	\$19.03
3	\$41,447.00	\$1,594.12	\$38,259.00	\$1,594.13	\$159.41	\$19.93
4	\$43,398.00	\$1,669.15	\$40,060.00	\$1,669.17	\$166.92	\$20.86
5	\$45,351.00	\$1,744.27	\$41,862.00	\$1,744.25	\$174.43	\$21.80
6	\$47,297.00	\$1,819.12	\$43,659.00	\$1,819.13	\$181.91	\$22.74
7	\$49,250.00	\$1,894.23	\$45,461.00	\$1,894.21	\$189.42	\$23.68
8	\$51,143.00	\$1,967.04	\$47,209.00	\$1,967.04	\$196.70	\$24.59

July 1, 2023 - June 30, 2025						
	12 Month	12 Month	11 Month	11 Month		
Step	Annual	Bi-Weekly	Annual	Bi-Weekly		
		(26 pays)		(24 pays)	Daily	Hourly
Grade 8						
1	\$40,410.00	\$1,554.23	\$37,301.00	\$1,554.21	\$155.42	\$19.43
2	\$42,309.00	\$1,627.27	\$39,055.00	\$1,627.29	\$162.73	\$20.34
3	\$44,298.00	\$1,703.77	\$40,890.00	\$1,703.75	\$170.38	\$21.30
4	\$46,381.00	\$1,783.88	\$42,814.00	\$1,783.92	\$178.39	\$22.30
5	\$48,471.00	\$1,864.27	\$44,742.00	\$1,864.25	\$186.43	\$23.30
6	\$50,568.00	\$1,944.92	\$46,678.00	\$1,944.92	\$194.49	\$24.31
7	\$52,518.00	\$2,019.92	\$48,478.00	\$2,019.92	\$201.99	\$25.25
8	\$54,743.00	\$2,105.50	\$50,532.00	\$2,105.50	\$210.55	\$26.32

- H. For the 2023-2024 fiscal year, all employees, including new hires, hired before January 1 of a given year shall receive an increment on July 1 of that year.
- I. Effective July 1, 2023, 0% (zero percent) will be added to step 10 of the salary schedule. Employees hired prior to July 1, 2010, shall be paid according to the following schedule through June 30, 2025:

July 1, 2023 - June 30, 2025						
	12 Month	12 Month	11Month	11 Month		
Step	Annual	Bi-Weekly	Annual	Bi-Weekly		
		(26 pays)		(24pays)	Daily	Hourly
Grade 6						
10	\$51,599.00	\$1,984.58	\$47,630.00	\$1,984.58	\$198.46	\$24.81
Grade 7						
10	\$55,118.00	\$2,119.92	\$50,878.00	\$2,119.92	\$211.99	\$26.50
Grade 8						
10	\$58,981.00	\$2,268.50	\$54,444.00	\$2,268.50	\$226.85	\$28.36

- J. For the fiscal year 2023-2024, a lump sum payment equal to 1.0% of the annual or pro-rated contract will be paid in two installments, the last pay in December, 2023 and the last pay in June, 2024 for step 10 only.
- K. For the 2024 - 2025 fiscal year, all employees, including new hires, hired before January 1 of a given year shall receive an increment on July 1 of that year.
- L. For the 2024-2025 fiscal year, a lump sum payment equal to 1.25% of the annual or pro-rated contract will be paid in two installments, the last pay in December, 2024 and the last pay in June, 2025 for all steps (steps 1-8 and 10).

20.2 Placement Procedures

The following procedure shall be used for placing employees on the salary schedule when they are transferred, reassigned, promoted, or reclassified to a higher classification/grade than they are currently in:

- A. The employee shall be placed on the next highest Step in her/his current grade.
- B. The employee will then be placed in the new classification/grade, which reflects an increase in pay.

The following procedure shall be used for placing employees on the salary schedule when they are moved to a lower classification/grade than they are currently in:

- A. Employees who accept a position in a lower grade shall be placed on the next lowest Step in her/his current grade.
- B. The employee will then be placed in the new classification/grade, which reflects a decrease in pay.

20.3 Longevity

Longevity payments for continuous years of service within the bargaining unit will be made annually according to the following schedule to those employees not receiving a step increase:

Years 9-14	\$500
Years 15-19	\$750
Years 20 +	\$1,000

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

20.4 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.

ARTICLE 21 - DURATION OF AGREEMENT AND SEVERABILITY

21.1 Duration

This contract shall extend from July 1, 2022 to June 30, 2025.

21.2 Severability

This agreement and each of the terms and conditions hereof are subject to the Federal and State of Michigan laws in all respects; and in the event that a provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan or of the federal government, including but not limited to the Michigan Employment Relations Commission, such determination shall not invalidate the remaining provisions of this Agreement; and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable. The Employer and the Union shall meet and negotiate substitute language for the invalid section or article.

ARTICLE 22 - MAILING ADDRESS FOR NOTICES

The notice requirement of any provision of this Agreement shall be deemed satisfied upon mailing by first class mail to the following respective addresses of the parties. In the event that either party shall desire to change the address for such notices, written notice of such change of address shall be furnished to the other in the manner required hereunder.

Michigan Council 25
American Federation of State, County and Municipal Employees
AFL-CIO, Local 1882, Wayne RESA Chapter

1034 N. Washington
Lansing, MI 48906

Wayne County Regional Educational Service Agency
33500 Van Born Road
Wayne, MI 48184-2497

ARTICLE 23 - 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 and the Council 25 representative and its Local 1882, Wayne RESA Chapter Officers will recommend to the employees that it be ratified.

FOR THE EMPLOYER

Kelly Bohl 7-1-22
Date

Kelly Bohl
Assistant Superintendent Human Resources

Rena Corum 07-05-22
Date

Rena Corum, Manager
Human Resources

Steven Ezikian 07/07/2022
Date

Steven Ezikian
Deputy Superintendent

Robert McCoy 7/5/22
Date

Robert McCoy, Executive Director
of Operations and IT Infrastructure

Andrew McMechan 7/6/22
Date

Andrew McMechan
Executive Director of Finance and Compliance

FOR THE UNION

Dawn Bonam 07-18-22
Date

Dawn Bonam

Kate de Fuccio 07.12.2022
Date

Kate de Fuccio

Stacey Griffith 7/12/2022
Date

Stacey Griffith

Debra Johnson 7/8/22
Date

Debra Johnson

Beverly Rodgers 07.11.22
Date

Beverly Rodgers

Tracy Vogel 7-8-22
Date

Tracy Vogel

DeAngelo Malcolm 07/21/2022
Date

DeAngelo Malcolm

AFSCME Representative

Date Approved by Union Membership: June 20, 2022

Date Approved by Wayne RESA Board of Education: June 29, 2022

APPENDIX A – DEFINITIONS

1. “Fiscal Year” shall be defined as July 1 through June 30 of any year.
2. “Administrator” for the purpose of this agreement, means Superintendent, Deputy Superintendent, Associate Superintendent, Assistant Superintendent, Executive Director, Director, Manager or Supervisor.
3. “Executive Director or designee” is the person(s) responsible for the supervision of her/his department and all staff assigned to it.
4. “Employee” means a person who works not less than eighty (80) hours in a bi-weekly period while on an 11 or 12 month schedule.
5. An “outside employee” means substitute, non-Union part-time, temporary, floating, or contracted services employee.
6. “New Position” means a position which formerly did not exist.
7. “Vacancy” means an opening in an existing position.
8. “Days” shall mean work days unless otherwise specified.
9. “Layoff” means reduction in staff due to economic, re-organizational or reduction in workload reasons.
10. “Union Representative” means President, Chief Steward or Stewards.
11. “Voluntary Layoff” means an election by a bargaining unit member, who is more senior than the least senior bargaining unit member in the bargaining unit, to accept layoff from employment when a reduction in force is necessitated.
12. “Involuntary Layoff” means the layoff of the least senior bargaining unit member when a reduction in force is necessitated.
13. “Temporarily Vacant” means a position that is vacant during a period of time in which the position cannot be posted.
14. “Conditional Vacancy” is defined in Article 8.3.
15. Total Disability and Totally Disabled mean that because of injury or sickness the employee cannot perform each of the substantial and material duties of their regular occupation and are under the care and attendance of a physician.

APPENDIX B - GRIEVANCE FORM

**AFSCME Local 1882
Wayne RESA Chapter**

**Grievance #:
Date Filed:**

Employee Name:

Contract Violation(s):

Oral Discussion with:

The Union Contends:

Settlement Desired:

Grievant's Signature _____ **Date** _____

Union Rep Signature _____ **Date** _____

Received by _____ **Date** _____

APPENDIX C – DONATION OF VACATION DAYS FORM

**Wayne RESA Chapter
AFSCME 1882
Donation of Vacation Days**

I, _____, hereby authorize the Wayne RESA to deduct up
(Please Print)

to _____ vacation days from my bank of earned vacation days and give them to
(Number)

another employee pursuant to the request of _____.
Date

Employee Signature Date

Confirmation of Donation

_____ vacation days were deducted from _____
(Number) (Employee's Name)

bank of earned vacation days on _____ pursuant to the form completed above.
(Pay date)

Signature: Date
Manager of Finance or designee

APPENDIX D – FURLOUGH DAYS

Article 9 (Hours of Work and Overtime Pay), Article 12 (Vacations) and Article 20 (Salaries) are subject to modification during the term of this agreement as follows:

G.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.

G.2 Declaration of Furlough Days

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

G.2.1 Board Action

At any meeting of the Wayne RESA Board, the Board may enact a number of furlough days, for all full-time employees, based on a negative change in the Employer's financial condition, not to exceed one-half the number of full months remaining in the fiscal year, or the maximum number of furlough days as specified in G.2.2, whichever is less.

The Employer will notify employees within forty-eight (48) hours of the Board's declaration.

G.2.2 Annual Maximum

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

G.2.3 Mechanism

G.2.3.1 Employees may request the use of a furlough day in a similar manner and form as is used when requesting vacation days.

G.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.

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