

6/30/2001

5103

AGREEMENT

BETWEEN THE

REGIONAL EDUCATIONAL SERVICES AGENCY OF WAYNE COUNTY

AND

THE WAYNE COUNTY SALARIED STAFF FEDERATION

LOCAL 4479

AFFILIATED WITH THE MICHIGAN FEDERATION OF

TEACHERS

AND

THE AMERICAN FEDERATION OF TEACHERS

AFL-CIO

July 1, 1996 through June 30, 2001

Wayne County Regional Educational Services Agency

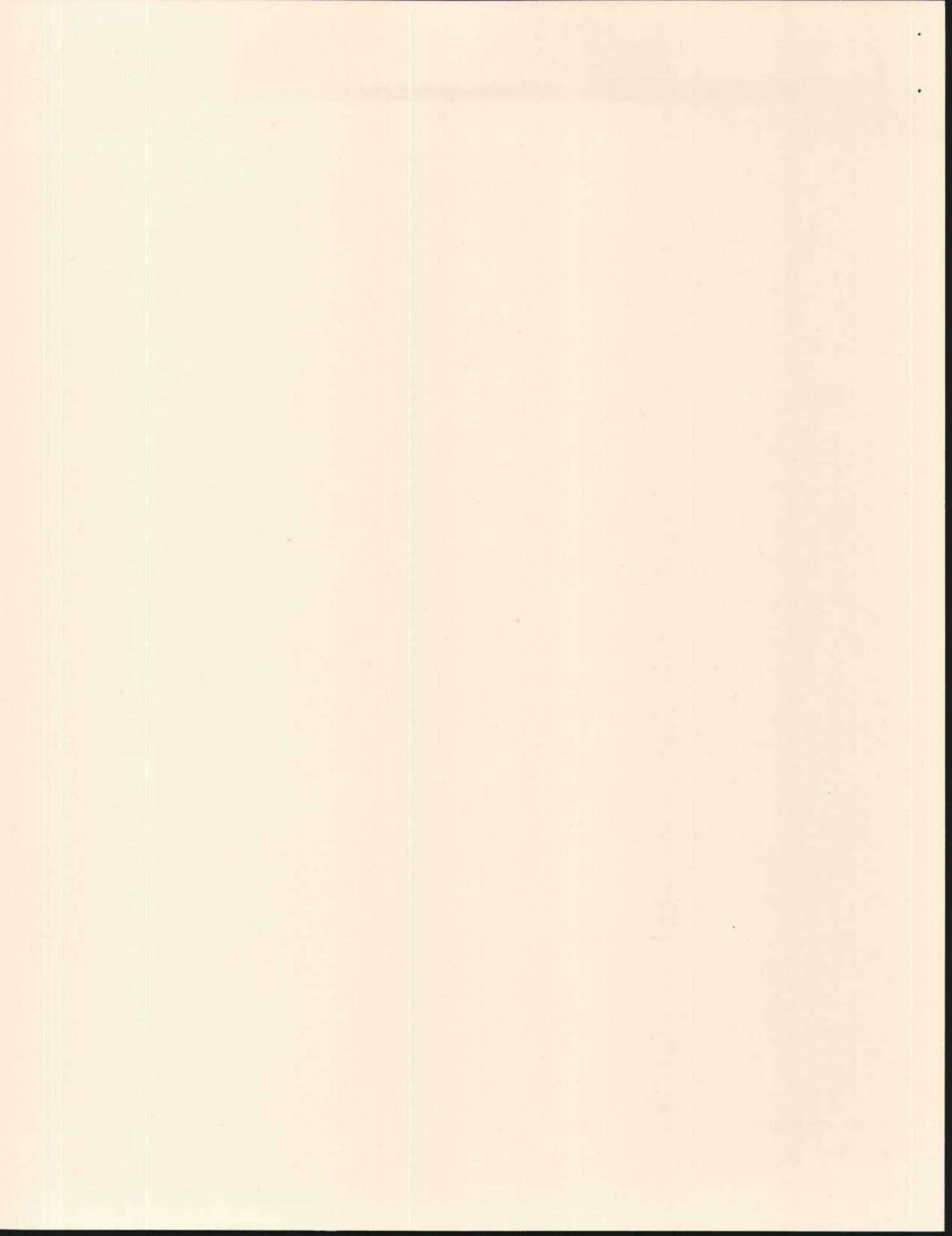


TABLE OF CONTENTS

Preamble

Purpose and Intent

<u>ARTICLE</u>	<u>TITLE</u>	<u>Page No</u>
Article I	Recognition	1
Article II	Scope of Agreement	4
Article III	Union Security, Union Dues Check-Off	5
Article IV	Seniority	7
Article V	Personnel Practices	9
Article VI	Grievance Procedure	14
Article VII	Professional Development/Career Ladder	19
Article VIII	Layoff, Recall, Retraining	20
Article IX	Communications	22
Article X	Use of Facilities	23
Article XI	Emergency Closings	24
Article XII	Leaves of Absence	25
Article XIII	Workday, Calendar, Holidays	33
Article XIV	Vacation Days	35
Article XV	Reimbursement	37
Article XVI	Insurance Coverage	38
Article XVII	Management Rights	40
Article XVIII	No Strike, No Lockout	41
Article XIX	Negotiation Procedures	42
Article XX	Compensation	43
Article XXI	Ratification	48
Appendix A	Salary Schedules	49
Appendix B	Additional Negotiated Agreements	54
Index		64

PREAMBLE

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

PURPOSE AND INTENT

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

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

**ARTICLE I
RECOGNITION**

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

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

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

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

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

- B. All personnel hired to fill the positions specified in paragraph A as included in this unit, or to fill new positions appropriate for addition to the bargaining unit, shall be considered to be members of the bargaining unit, and shall be subject to all terms and conditions of this Agreement. The Employer agrees to give each newly hired employee in this unit a letter of understanding stating salary, starting date, and estimated length of employment for the fiscal year.
- C. Any letter of understanding regarding employment or contract of employment executed between the Board and an individual shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language regarding employment inconsistent with this Agreement, this Agreement shall be controlling. The Employer will provide the Union with a copy of all employment contracts executed between the Board and an individual bargaining unit employee.
- D. Work performed by employees shall not be assigned to persons outside the bargaining unit without meeting and consulting with the Union and so long as such assignment of work does not cause the layoff of an employee.
- E. The Employer shall be provided with a list of Union officers and any other Union representatives (such as those representing the Union in the grievance procedure). The Employer shall be notified in writing of changes in these data within ten (10) working days of such change.

- F. The Union shall be provided with a list of employees and the administrator to whom they report within a reasonable time (not to exceed sixty (60) days) after ratification of this contract. The Union will be notified of any subsequent changes.
- G. The Union may request the Employer to make available to the Union any statistics, records, work schedules, or other information which the Union considers necessary for preparation of bargaining demands, for implementation of the terms of this Agreement, or for processing grievances arising out of this Agreement. The Employer shall provide such information if it is required by law (including the Public Employment Relations Act and the Michigan Freedom of Information Act), within a reasonable time, usually not to exceed two (2) weeks. The Employer may provide, at its discretion, information beyond that required by law. The Employer specifically reserves its right to not provide information exempted or not required by applicable law or decisions of the Michigan Employment Relations Commission, and its right to require that appropriate consents or releases be executed by affected employees when the Union requests information which may impact on the privacy of an employee.
- H. Employees working less than full-time will receive pro-rated fringe benefits. Employees electing to receive fringe benefits which require a premium will pay their pro-rata share. Such payments will be remitted through payroll deduction.

ARTICLE H
SCOPE OF THE AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties.
- B. This agreement shall supersede any rules, regulations, or practices inconsistent with its terms unless mutually adjusted in writing by the Employer and the Union. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. Nothing in this paragraph shall affect the continuing validity of any policy or practice adopted by the Board which is consistent with the terms of this agreement.
- C. The Employer shall supply each employee of the bargaining unit with a copy of this agreement within thirty (30) days after its ratification by both parties. Each rehired, reinstated, or transferred employee, who does not have a copy of the agreement, shall be supplied with a copy by the Employer. A copy of this agreement will also be provided to all new employees at the time of signing their payroll deduction forms. The Employer shall supply the Union with up to fifty (50) copies of the agreement for the Union's own use.
- D. This agreement is subject in all respects to the laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the Employer, the Union, and employees in the bargaining unit.
- E. In the event that any provisions of this agreement shall at any time be held to be contrary to law by a court with jurisdiction over the parties to this agreement from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. Upon the request of either party, the parties shall meet for the purpose of considering revision of the directly affected provisions only. However, all other provisions of this agreement shall continue in effect and such court determination shall not affect any other portion of this agreement.

ARTICLE in
UNION SECURITY / UNION DUES CHECK OFF

- A. The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such members belong to the Union, accept, to the best extent authorized by state law, the following method designed to enable all such members of the bargaining unit to support the efforts of the Union in their behalf:
1. Within thirty (30) days after employment, or the execution of this agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of uniformly required Union dues. The Union representative shall have the responsibility of the authorization card. Employee Services throughout shall notify the Union Treasurer and Union President in writing of new hires and date of employment and location at the time of execution of the staff assignment notice. The same procedure will be followed for the termination of employment.
 2. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the uniformly required Union dues which has been established by the Union. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
 3. The Employer agrees to notify all employees in the bargaining unit (employed at the time of execution of the agreement or its extensions or renewals, as well as new hires) of the above stated thirty (30) day period.
 4. Failure within the above stated thirty (30) days to deliver the authorization specified in paragraph A. 2. above shall constitute a basis for discharge, and the Employer agrees, upon receipt of notification from the Union, that a member of the bargaining unit has failed to execute such authorization and has been notified of such within the specified thirty (30) days, to discharge such employee within five (5) days, it being understood between the parties to this agreement that such requirement is a condition of continued employment with the Employer.
 5. In the event an employee is dismissed for failure to tender the required authorized amount specified above and is subsequently offered re-employment by the Employer, such

unpaid amounts shall be required to be paid to the Union by the applicant as a pre-condition to re-employment.

6. 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 this article.
- B. Upon filing with the Employer the written authorization form for payroll deductions, signed by the employee, the Employer agrees during the term of this agreement and thereafter to deduct uniformly required Union membership dues and service fees as specified in paragraph A. 2. above which have been levied in accordance with the Constitution and By-Laws of the Union from the pay of such employee.
 - C. Deductions from each paycheck shall be in the amount authorized by this agreement and stipulated by the Union for the term of this agreement, and shall commence with the pay period following the receipt of the authorization form. The employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one (1) week following such deduction, to the Treasurer of the Union.
 - D. The Employer shall forward to the Union a list of all employees within the bargaining unit and their assigned locations between September 1 and September 15. The Employee Services Department shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer. Dues check-off (or service fee) cards shall be given to the employee at the time of employment.
 - E. Individual authorization forms, when executed, shall be filed by the Union with the Employer. Authorizations, once filed with the Employer shall continue in full force and effect until revoked by the employee in writing, and filed with the Employer. The Union agrees to give written notification to the Employer of the amounts to be deducted under such authorization.
 - F. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Union agrees, in the event that it has received monies in excess of the authorized deductions, to reimburse the employee in the amount of the demonstrated excess.
 - G. 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 this article.

ARTICLE IV SENIORITY

- A. Seniority until August 13, 1985, shall be defined as an employee's most recent date of employment in a full-time position in the district. Seniority beginning August 14, 1985, shall be defined as an employee's first day of employment in a full-time position in the unit and shall be ranked from the highest to the lowest within the bargaining unit. When more than one (1) employee is hired on the same date, seniority rank will be determined by the highest number (9999) of the last four (4) digits of the individual's Social Security number.
- B. Only members of the bargaining unit can accrue seniority. Employees of the district as of August 13, 1985, who were not included in the bargaining unit, but who had previously held a position included in the bargaining unit and are returned to the unit, shall be given bargaining unit seniority credit for the time they held a position included in the bargaining unit. Members of the bargaining unit who are transferred or promoted out of the unit shall have their seniority frozen and will not accrue seniority until a return to the bargaining unit. Reentry will not cause the layoff of a non-probationary member. Former members of the bargaining unit may re-enter the unit by accepting a vacant position for which the Employer determines they are qualified. Former members of the bargaining unit who are laid off may bump a probationary employee from positions which the Employer determines the former member of the bargaining unit is qualified.
- C. A seniority list of employees will be developed during negotiations, by the Employer with the approval of the Union, which will state the date of the first day of work for seniority within the bargaining unit, and also the date of the first day of work for retirement purposes.
- D. The Union shall, within ten (10) calendar days of ratification of this contract, post a seniority list on Union bulletin boards. A revised master list shall be furnished to the Union by the Employer once a year, and posted by the Union within ten (10) calendar days of the Employer's provision of the list. The first time an employee's seniority date is posted, an employee who believes that his/her seniority date is incorrect must follow the grievance procedure. Thereafter, except for seniority dates changed as a result of grievance filed, such lists shall be binding on all employees in the bargaining unit.
- E. Employees shall lose their seniority and their seniority shall be terminated if they:
1. resign or quit;
 2. are discharged or terminated;
 3. are laid off for a period of two years;

4. retire;
 5. do not return to work within the time limits of a leave of absence or an extended leave of absence.
- F. New employees shall be considered probationary employees for the first twelve (12) months of their regular full-time employment. The twelve (12) month period may be extended for an additional six (6) month period by mutual agreement between the Employer and the Union. When an employee completes the probationary period, he or she shall be entered on the seniority list, with a seniority date retroactive to the last date of hire in a regular full-time position at the district. The discharge of any probationary employees shall be non-grievable.
- G. Regularly scheduled employees, whether they work a 10, 11 month or a 12-month schedule, shall accrue seniority of one (1) year even though they may not work the full twelve (12) months in a year.

**ARTICLE V
PERSONNEL PRACTICES**

A. Fair Employment Practices

1. This agreement shall be applied uniformly to all employees within the bargaining unit provided, however, that this provision shall not prevent differing treatment of employees which is consistent with the terms of the agreement.
2. The Employer agrees that with respect to hiring, working conditions, and promotion practices, that neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, age, marital status, political activities, physical handicap unrelated to ability to perform one's job, or membership or non-membership or participation or non participation in the activities of the Union, except as such discrimination may be permitted by law.
3. The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, national origin, sex, age, marital status, political activities, physical handicap, or prior or current membership or past or current participation in the activities of any employee organization.

B. Announcement of New Positions

1. A new bargaining unit position shall be defined as a regular full-time job opening which the Employer intends to fill and which was not included in the Certification of Representative issued by the Michigan Employment Relations Commission.
2. The Employer agrees to post all new bargaining unit positions. For informational purposes only, the Employer agrees to inform the Union of management positions it intends to fill, except Associate Superintendent and Superintendent.
3. When the Employer decides to post any new full-time position (exclusive of other RESA bargaining units), then the Employer will notify the Union before such a position is posted. The notice shall include the information on the standard posting notice currently in use (including position title, immediate supervisor or director of center, effective date, location, function, responsibility, skills, education, experience, salary range, application deadline, and application procedure), and a designation as to whether the position is in this bargaining unit. If the Employer changes the information on the standard posting notice, the Employer shall notify the Union of such change prior to implementation. If the Union disagrees with the

designation of the written notice, the Union may request in writing, prior to expiration of the posting period, a meeting with the Employer to discuss the concerns. Such a meeting shall be scheduled by the parties within seven (7) calendar days of the notification unless this time limit is extended by mutual agreement. Filling of new bargaining unit positions shall follow the procedure outlined under Vacancies.

C. Vacancies

1. A vacancy shall be defined as a regular full-time job opening which the Employer intends to fill, whether such opening is created by expansion, resignation, transfer, leave, promotion, or other circumstances.
2. Vacancies in this bargaining unit shall be filled by the person who, in the judgment of the district, is the best candidate for the position.
3. For the purpose of this agreement, the best candidate for any position shall be based on any legitimate and lawful factors, including but not limited to education, work experience in the Center where an opening exists, other related work experience in the district or outside the district, general work experience, job skills, formal training, applicable approvals or endorsements, interpersonal skills, affirmative action, seniority, and the overall needs and interests of the district.
4. The Employer reserves its right to select applicants from outside the bargaining unit and outside the district. Internal applicants who are members of this bargaining unit, and who meet the best candidate standard for the posted position, will be given first consideration. Where two or more applicants are judged to be substantially equal with regards to the best candidate standard, the vacancy shall be filled by the applicant with the longest seniority in the district.
5. The Employer will be responsible for posting vacancies in this bargaining unit on the bulletin boards in the Education Center and Annex with written notice to the Union. Mailings to other locations, where Union members are located, will be on the first available mailing delivery. The notice shall include the information on the standard posting notice currently in use (including position title, immediate supervisor or director of center, effective date, location, function, responsibility, skills, education, experience, salary range, application deadline, and application procedure). If the Employer changes the information on the standard posting notice, the Employer shall notify the Union of such change prior to implementation. Postings shall generally take place no less than fifteen (15) days

prior to the deadline for filing. Employees who are on leaves of absence, or who do not have electronic mail, or who are on summer recess and who wish to be notified of bargaining unit positions shall notify the Executive Director of Employee Services in writing.

6. Employees who wish to be notified of bargaining unit positions during the summer shall notify the Executive Director of Employee Services in writing. The Employer will mail out notices to these employees.
7. The Union will be notified in writing of the reason for the withdrawal by the district of any posted bargaining unit vacancy.
8. In the event any employee applies for a vacancy and does not receive the position, the employee shall receive in writing a notice that he/she did not receive the position. The employee may request in writing a conference with the Employer to discuss the reason he/she did not receive the position.
9. Before posting a new position the Employer will seek input on job descriptions from the Union.
10. The Employer shall utilize a team to screen and interview applicants for vacancies in this bargaining unit, to include a bargaining unit member, and a minority group member who may or may not be a member of this bargaining unit or the RESA organization.
11. In the event the employer does not fill a vacancy within sixty (60) calendar days after expiration of the posting, then such circumstance will, upon written request by the Union for a special conference, be discussed with the Union.

D. Transfers

1. Assignment Exchange

Assignment exchange may be made by any two (2) bargaining unit members who wish to exchange assignments for up to one (1) year, provided the Employer agrees to the exchange, and the bargaining unit members involved are qualified pursuant to the position descriptions. Written application for this exchange, including detailed rationale in support of the proposal, must be submitted to the Executive Director of Employee Services, who shall consider the application after consultation with administrative staff. This provision is not subject to the posting procedure.

2. Reassignment

Reassignment of bargaining unit members will be made when considered necessary by the Employer to prevent undue disruption of services, bring about improvement of services, or when funding for positions is reduced or terminated. When a reassignment transfer is to be implemented, the Employer will look to the need for service, program, and seniority of the employees. The following procedures will be utilized:

- (a) The Employer will give at least thirty (30) calendar days written notice to the affected bargaining unit member and the Union President. In the event of an emergency the time limit may be waived. This written notice will include proposed date of reassignment, time lines, responsibilities and duties, proposed duration of responsibilities and proposed location and rationale for reassignment transfer.
- (b) The Union must notify the Employer of any concerns regarding the reassignment within ten (10) calendar days following the written notification. If such notice is received by the Employer, a special conference will be called to discuss such concerns.
- (c) Timelines may be extended by mutual agreement between the parties.
- (d) Reassignment transfers pursuant to this section shall not be done for disciplinary reasons.

E. The parties recognize that Board policy encourages and permits the use of volunteers, but the district will not retain/secure volunteers which would directly result in the layoff of bargaining unit members (or directly prevent the hiring of new employees).

F. Personnel Files

- 1. Each employee shall have the rights provided by the Michigan Right to Know Act to review their personnel record maintained by the Employer, to obtain copies, to disagree with statements or information contained in the personnel record by submitting a written statement to be included in the personnel record, and any other rights provided by the Act. In reviewing the personnel record, an employee may be accompanied by a Union representative, if so desired, or may designate by written authorization a Union representative to examine the personnel record in their absence.
- 2. No official report nor any derogatory statement about an employee shall be entered into an employee's personnel file

unless the employee is sent a dated copy. All statements and/or remarks must be signed by the author of the document before being entered into the employee's personnel file. The employee has the right to submit a response (no more than five (5) pages) to derogatory statements or remarks placed in his/her file and such response shall be entered into the file.

- (a) Employees shall have the right to have placed in their personnel file letters of commendation and certificates indicating additional education.
 - (b) An employee may request, and the Employer will provide, copies of materials contained within the personnel file as provided by law.
 - (c) Complaint letters from any constituent groups or clients will be automatically purged after twelve (12) months, if disciplinary action has not been taken.
- 3. Reprimands which have been filed for more than three (3) years shall not be used as the basis for additional disciplinary action.
 - 4. In the event the Employer is served with any legal process requiring the disclosure of personnel records for any bargaining unit member, the Employer shall notify the affected bargaining unit member of same within five (5) work days of service.
- G. The Employer will consult with the Union before implementation of any new formal employee evaluations.

ARTICLE VI GRIEVANCE PROCEDURE

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

DEFINITIONS

A grievance shall mean an unsettled complaint that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

An aggrieved person shall mean any member of the bargaining unit, or the Union on its own behalf, making the complaint.

Whenever the term employee is used, it is to include any member or members of the bargaining unit.

Whenever the singular is used, it is to include the plural.

Whenever notice is used, it is meant that such be written notice to all persons concerned.

The term days in this article shall mean working days, except where otherwise indicated.

Any person subject to the Tenure Act shall not have the right to the arbitration provisions of this article for any matters that are covered by the Tenure Act.

GENERAL PRINCIPLES

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than the Director/Supervisor, it may be initiated at Step 3 of this procedure.
- C. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
- D. When hearings and conferences are held during working hours, all persons who are present at the hearing or conference pursuant to this article whose working hours are affected, shall be excused with pay, for that purpose.
- E. No decision or adjustment of a grievance shall be contrary to any provision of this agreement.
- F. Forms for filing and processing grievances shall be as mutually agreed upon.
- G. Failure by the employee and/or the Union at any given step of this procedure to file a written grievance or to appeal a decision within the specified time limits shall terminate the grievance.
- H. Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall advance the grievance to the next step of the grievance procedure.
- I. The time limits specified in this procedure or the steps may be extended and/or modified in any specific instance by mutual agreement. This agreement shall be put in writing and signed by the parties.

FORMAL GRIEVANCE PROCEDURE

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

STEP 1. INFORMAL CONFERENCE

A complaint or a grievance issue shall be discussed with the appropriate supervisor with the object of resolving the matter informally:

- A. By an employee in person on his own behalf.
- B. By an employee accompanied by the appropriate Union representative.
- C. Through the Union representative if the employee so requests.
- D. By the Union representative in the name of the Union.
- E. In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the Superintendent or his/her designee shall inform the Union of the adjustment.

STEP 2. WRITTEN GRIEVANCE

- A. In the event the matter is not resolved informally, the grievance stated in writing on the form provided for such purpose shall be submitted to the immediate supervisor within fifteen (15) days following the date on which the aggrieved party discovered or reasonably should have become aware of the act or condition which is the basis of the grievance, by anyone as stated in Step 1, Sections A to D.
- B. Within five (5) days after receiving the written grievance, the immediate supervisor shall meet with the grievant and the Union representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within three (3) days after such meeting and shall furnish a copy of his/her decision to the Union representative and the grievant.

STEP 3. WRITTEN APPEAL

- A. If the grievance is not resolved in Step 2, it may be appealed to the Associate Superintendent within five (5) days from receiving the supervisor's answer from Step 2. Within five (5) days after receiving the transmittal of such grievance, the Associate Superintendent shall investigate the grievance, giving the grievant and the Union a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting. A copy of his/her decision shall be furnished to the grievant and the Union. The appeal to the Associate Superintendent shall be in writing and shall state the reason for the appeal.

- B. If the grievance is not resolved in Step 3A, it may be appealed to the Superintendent within five (5) days from receiving the Associate Superintendent's answer from Step 3A. Within five (5) days after receiving the transmittal of such grievance, the Superintendent shall hold a hearing, giving the grievant and the Union a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within five (5) days of the hearing. A copy of his/her decision shall be furnished to the grievant and the Union. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.

STEP 4. ARBITRATION

- A. If the grievance is not resolved at Step 3, and if it involves a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this agreement, the Union may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or to the Union President as the case may be, and the American Arbitration Association ten (10) days after receipt of the answer in Step 3. If no such notices are given within the ten (10) day period, the answer from Step 3. shall be final and binding on the Union, the employee(s) involved and the Board.
- B. It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as powers are limited below, after due investigation to make a decision in writing, setting forth findings and conclusions in a case of a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this agreement. The arbitrator's decision shall be based solely upon the express and specific provisions of this agreement, without addition, subtraction, or modification. The arbitrator will be selected and the arbitration will be conducted under the then current rules of arbitration.
- C. If the decision by an arbitrator is split, giving each side to the arbitration a partial remedy, the fees of the arbitrator shall be borne equally by the Employer and the Union. If the decision by an arbitrator favors one side only, then the arbitrator's fees shall be borne by the party against whom the arbitration decision is made.
- D. The arbitrator's decision, when made in accordance with the jurisdiction and authority established by this agreement, shall be final and binding upon the Union, the employee(s) involved, and the Board. Any adjustment of a grievance agreed upon by the employer and the Union at any stage of the grievance procedure shall conclusively dispose of the grievance and shall be binding upon the Employer, the Union, and any unit member or members involved.

**ARTICLE VH
PROFESSIONAL DEVELOPMENT
CAREER LADDER**

The Regional Educational Services Agency of Wayne County (RESA) and the Wayne County Salaried Staff Federation (WCSSF) recognize the need to develop a program to provide bargaining unit members with an opportunity to develop their talents and potential.

ARTICLE VIII
LAYOFF, RECALL, RETRAINING

Layoff Recall

- A. In the event of the reduction of bargaining unit positions, the Employer and the Union will explore options to avoid the layoff. If the Employer determines that the layoff is unavoidable, the Employer will determine which position(s) will be eliminated. The Employer agrees to notify the Union of its contemplated action at least twenty (20) days prior to any layoff notices being sent to the affected employees. If the Union requests, the Employer will meet with the Union, prior to the notice of layoff being sent, in order that the Union may present any recommendations regarding priorities and procedures to be followed.
- B. The Employer shall maintain and use a master seniority list. The master seniority list shall contain the names of all full-time employees along with their date of hire, and position title.
- C. When a bargaining unit position is to be reduced through layoff, the following order of work reduction shall apply:
1. Any temporary or contracted service employee doing bargaining unit work will be terminated prior to the layoff of a regular bargaining unit employee provided the Employer determines that the remaining employees have the present ability to perform the work.
 2. In the event of a reduction of the number of bargaining unit positions the Employer will identify the positions to be reduced.
 3. The most senior employee in the position to be reduced who requests a voluntary layoff shall have the request granted. The layoff shall extend until the employee is recalled.
 4. Probationary bargaining unit employees in the position to be reduced will be terminated prior to the layoff of a seniority employee.
 5. If no employee in the position to be reduced requests a voluntary layoff, and probationary employee(s) have been terminated pursuant to Paragraph 4 above, the employee with the least seniority in the position to be reduced will be the first subject to the layoff process.
 6. The laid off employee in the position to be reduced may bump first into a position held by the least senior bargaining unit employee at the same pay classification (level of grade or track), or if such position does not exist, next to a position held by the least senior bargaining unit employee at a higher pay

classification (level of grade or track) and last to the position held by the least senior bargaining unit employee in the next lower pay classification. In any case, the Employer retains the right to determine whether the laid off employee has the required qualifications for the position and the ability to do the work.

7. This process will continue until such time as the employee with the least seniority in the bargaining unit is laid off or the Employer has determined that the laid off employee is not qualified or does not have the ability to perform the work of any position held by another employee with less seniority.
- D. When an opening occurs, an employee on layoff shall, during the period of two (2) years from the date of his/her layoff, be eligible for recall to said opening, provided that the Employer determines that he/she has the qualifications and the ability to do the work for the open position. If the Employer determines that two or more employees on layoff are equally qualified and have the ability to do the work for the job opening, the most senior employee shall be offered the position first. All rights to recall shall terminate upon expiration of two (2) calendar years from the date of layoff.
 - E. The recall of laid off employees will be in inverse order of layoff. The laid off employee will be notified by registered letter to the latest address listed on the employer's records. A copy of such notice will also be mailed to the Union. If said employee fails to respond in writing within ten (10) calendar days from the date the return receipt is received by the employer, the next eligible laid off bargaining unit member will be notified as per the above steps.
 - F. When an opening in a bargaining unit position occurs, the laid off employees shall be recalled in inverse order of their layoff, provided the Employer determines that said employee has the qualifications and ability to do the work. Each employee shall have recall rights for no more than two (2) years from the date the employee was laid off.
 - G. Employees who are laid off pursuant to subsection A of Article VIII will receive insurance benefit coverage at the Employer's expense after the date of layoff, for rest of the month and for two (2) premium payments after the effective date of the layoff.

Outplacement

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

**ARTICLE IX
COMMUNICATIONS**

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

Either party shall also have the right to request special conferences to discuss matters of mutual concern. The request shall include proposed agenda and shall specify the representatives of the other party whom the requesting party wishes to be present. Matters taken up in special conferences shall be confined to those included in the written agenda. Such conferences will be held on an "as needed" basis and will generally be scheduled within seven (7) working days of the request. Agendas for Management Team and Executive Council meetings will be sent to the Union President no later than three (3) working days prior to the meetings. The Union President or designee may request or may be requested to attend Management Team or Executive Council meetings for a specific purpose. Copies of all Management Team "Minutes" and Executive Council Updates" will be provided to the Union President.

- B. Two (2) copies of the Board agenda will be sent to the Union President at the time the agenda is sent to the Board. In the case of cancellations, the Union President shall be notified.
- C. A copy of the official minutes of each Board meeting shall be provided to the Union President after their adoption by the Board.
- D. The Union President or designee shall be allotted release time for RESA Board meetings.
- E. Orientation for new employees shall be developed by the employer after consultation/discussion with the Union.

ARTICLE X
USE OF FACILITIES BY THE UNION

- A. The Union and its representatives shall have the right to use the RESA buildings at all reasonable hours for meetings that do not conflict with program or working hours of the employee, provided that when special custodial service is required the Employer may make a reasonable charge thereof. Such use will require that the Union follow the established building scheduling procedures.
- B. Duly authorized representatives of the Union shall be permitted to transact official Union business on the RESA property, provided that this shall not interfere with the working hours of the employee or interrupt normal RESA operations.
- C. The Union President, or designee, and persons involved shall be allotted release time for the purpose of investigating and processing emergency situations. Arrangement for release time shall be made with the immediate supervisor. The permission of the immediate supervisor shall not be unreasonably withheld.
- D. The Union shall have the right to post meeting notices and similar communications on bulletin board space in mutually agreed upon designated areas. A copy of all postings will be forwarded to the Executive Director of Employee Services prior to posting. Said notices may be circulated through official mail service.
- E. The Employer shall deliver Union meeting notices and similar communications via its existing distribution channels. Such deliveries shall be made at the same time regular mail deliveries are made. The Employer shall not delay such deliveries arbitrarily, nor shall it routinely charge the Union for such deliveries.

**ARTICLE XI
EMERGENCY CLOSINGS**

- A. In the event the Superintendent determines that weather conditions or other Acts of God require that the employee's place of work be closed, the following procedure will be followed:
1. The Superintendent shall announce the emergency closings of the RESA facilities on the radio by 7:15 a.m. This will be made to the LEIN Network and broadcast by the participating radio stations.
 2. The Employer will place on the telephone answering service a recording indicating that buildings are closed. The tape will be activated as soon as the decision is made.
 3. If buildings are closed after the employee's regular day has begun, said employee(s) will be paid for a full day of service.
- B. If the place of employment is open and an employee is not able to report because of enlisting weather conditions or other Acts of God, the employee shall determine how his/her day will be charged from existing banks.
- C. Employees working in directly operated programs and/or schools shall follow the schedule of that program and/or school emergency closing.

**ARTICLE XH
LEAVES OF ABSENCE**

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

A. Leave Criteria

Unless otherwise specified, leave criteria shall be:

1. Eligibility

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

2. Application for leave

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

3. Approval

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

4. Length of Leave

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

5. Return from Leave

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

return. Granting of such requests is subject to the approval of the Employer.

- (b) An employee shall be entitled to be returned to his/her former position following termination of a leave not exceeding one (1) year.
- (c) The Employer may fill open positions resulting from a one (1) year leave with a temporary employee.
- (d) If a new employee is hired for a leave position, fills the position for a period of one (1) year, and is then hired because the employee on leave does not return, the new employee will receive retroactive seniority to his/her original date of hire in that leave position.
- (e) If a leave extends for a period beyond one (1) year, the position occupied by the employee on leave shall be posted according to the provisions of Article V.
- (f) When the employee on extended leave returns, he/she shall have the right to an open position in the department the employee left provided that the employee has the present ability to perform the work and meets the minimum criteria for the position, and unless another employee with greater seniority on extended leave is also returning to the same department.
- (g) In the event there is no open position in the department from which the employee left, the employee will be granted any open position in the district according to seniority for which he/she has the present ability to perform the work and meets the minimum criteria for the position. If no openings exist, the returning employee shall have the right to fill the next available opening for which he/she has the present ability to perform the work and meets the minimum criteria for the position.
- (h) An employee on approved leave without pay shall accrue seniority but shall not advance on the salary schedule nor accrue any benefit based on length of service.

6. Fringe Benefits

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

B. Summary of Leave Conditions

Unpaid Leaves

1. An employee shall accrue seniority but shall not advance on the salary schedule and shall not receive Employer-paid fringe benefits for the following leaves:
 - (a) Public office leave
 - (b) Study/travel leaves
 - (c) Parental leave

Paid Leaves

2. Unless otherwise specified, an employee shall accrue seniority, shall receive the appropriate salary schedule credit if the leave does not exceed one (1) year (leaves exceeding one (1) year shall be limited to one (1) year's credit), and shall receive Employer-paid fringe benefits for the following leaves:
 - (a) Sabbatical leave (one-half (1/2) Employer's cost)
 - (b) Mandatory military leave
 - (c) Jury duty
 - (d) Funeral leave
 - (e) Personal business leave
 - (f) Medical leaves

C. Unpaid Leaves

1. Public Office Leave

An employee who has completed two (2) years of continuous full-time service and is elected or appointed to a Union or public office shall be granted leave for a period not to exceed four (4) years, which period may be extended at the sole discretion of

the Employer. No salary or benefits will be provided by the Employer, nor shall seniority or salary credit accrue.

2. Study/Travel Leave

An employee who has completed two (2) years of continuous full time service may be granted a leave not to exceed one (1) year for the purpose of study, travel, or other leaves without pay. Such leave shall carry no remuneration or credit on the salary schedule. The employee shall not gain any seniority nor shall any benefits be provided by the Employer. Fringe benefits may continue if the employee reimburses the Employer in advance at the group rate subject to the policy and rules and regulations of the carrier.

3. Parental Leave

An employee who has completed one (1) year of continuous service may be granted parental leave. Any employee attending a newly born child or a newly adopted child shall be granted a parental leave upon request for up to one (1) year. Parental leave may be extended for one (1) additional year. The employee must make written request for extension of parental leave not less than thirty (30) days prior to the expiration of the first leave.

D. Paid Leaves

1- Sabbatical Leave

- (a) Request for sabbatical leave may be submitted by any employee at the end of the seventh (7th) year of employment at RESA. Subject to the approval of the Employer, sabbatical leave may be granted for one (1) year or one-half (1/2) year. The employee shall submit written plans for the use of the leave time to the Employer at least sixty (60) days prior to the school year in which the sabbatical is granted. The purpose of such leave may include an approved professional study program, work on job-related publications, travel in connection with an approved study program, or similar reasons contributing to the enhancement of the employee's professional growth related to his/her employment in the district.
- (b) Remuneration for sabbatical leave shall be one-half (1/2) of the employee's salary and one-half (1/2) of fringe benefits for the leave period.
- (c) The acceptance of a sabbatical leave must be in writing and must include a statement of intent that the employee

will return to the RESA for not less than one (1) year following the sabbatical leave. If an employee fails to return, he/she shall reimburse the Employer for any wages paid to the employee incidental to the sabbatical.

2. Military Leave

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

3. Jury Duty

An employee who serves on jury duty shall be paid the full amount that would have been earned for each scheduled work day on which the employee reports for or performs jury duty, provided the employee turns over to the Employer the amount received for jury duty, minus parking expenses and mileage for such days. The employee will not be penalized by loss of sick or vacation days and other benefits for jury duty absence provided a statement from the court certifying the days of service is filed with the Employer.

4. Funeral Leave

- (a) An employee may be granted paid leave up to five (5) consecutive days (excluding weekends) following a death in the immediate family. Immediate family includes spouse, children, grandchildren, step-children, parents, foster parents, grandparents, parents-in-law, brothers, sisters, and any person who lives in the employee's home and whose financial or physical care the employee is primarily responsible for. The Employer will consider requests in exceptional situations for funeral leave to be taken in non-consecutive days.
- (b) The employee shall have one (1) day's leave to attend the funeral of other relative or friend, deductible from vacation time, or from personal business time if the employee has no available vacation time.

5. Personal Business Leave

- (a) Each member of the bargaining unit will be granted three (3) days per year for absences of a personal nature.

Employees may carry forward no more than three (3) days of unused personal business leave from one fiscal year to the next.

- (b) An employee will submit a written notice to his/her supervisor at least one (1) work day prior to the day he/she wishes to be off on the request for leave approval form. If the situation does not allow for a one (1) day notice, the said employee shall verbally notify his/her supervisor of the emergency and shall submit the written request upon return to work.
- (c) Personal business days shall not be used to extend a holiday or vacation leave.

6. Medical Leave

(a) Maternity

Absence due to medical disability resulting from pregnancy or any related medical disability shall be treated as any other medical disability, as specified in Section 2, Sick Leave.

(b) Sick Leave

The purpose of sick leave days is to provide income continuation for employees who are unable to work because of illness. It is recognized that there is no personal ownership of sick leave days and that they cannot be accrued. However, employees who have accumulated sick leave days as of June 30, 1986 will have those days grandparented and available for use in lieu of 6.b. 2 below, provided that once the grandparented days have begun to be used, they must either be exhausted or the employee must return to work. In addition to the above, up to five (5) grandparented days may be used to supplement the annual entitlement as in 6.b.1. below. Once said days are exhausted the provision for extended sick leave days may be activated. Subject to the above, the employer will provide annual sick leave days in accordance with the following provisions:

1. Each July 1 employees shall be credited with twelve (12) sick leave days. Effective July 1, 1997, employees in 12 month positions shall be credited with twelve (12) sick leave days, employees in 11 month positions shall be credited with eleven (11) sick leave days, and employees in 10 month positions shall be credited with ten (10) sick leave

days for said school year. Up to five (5) additional grandpersoned sick days, if available, may be used to supplement this annual entitlement as noted in 6.b. above.

2. When the above is exhausted, the employer shall extend sick leave in accordance with the following provisions:
 - (a) The employee must be hospitalized or confined at home under the direction of a licensed medical doctor.
 - (b) Access to the extended sick leave is provided following the exhaustion of all earned annual and grandpersoned sick leave days.
 - (c) Proof of these conditions must be submitted to the Executive Director of Employee Services. Upon such submission, the Executive Director of Employee Services, in writing and within twenty four (24) hours, will acknowledge receipt of proof to the employee and authorize the Payroll Department to grant additional sick leave, not to exceed ninety (90) calendar days.
 - (d) If, after return to work, an employee suffers a relapse of the same or a directly related illness which qualified under Section 6 of this article he/she must requalify under said Sections. In the event an illness transcends more than one fiscal year, the employee is required to use earned sick days provided in Section 6. b. 1. In no event shall an employee receive more than ninety (90) calendar days for any one illness.
 - (e) In the event an employee suffers a different or unrelated illness, he/she again must meet all provisions of Section 6 of this article to qualify for the extended leave days.
 - (f) During the initial process or during the utilization of any extended sick leave, the employer may ask for a medical certificate from the employee's physician and/or an Employer-designated physician. The expenses of an examination by an Employer-designated physician will be paid by the Employer. If the employee contests the findings of the Employer-designated physician, then the opinion of the Henry Ford Hospital will be

considered final. The expenses of the Ford Hospital examination will be equally divided between the Employer and the employee.

- (g) While on extended sick leave, the employee shall continue to receive his/her regular salary and will receive any changes in the RESA salary schedule and any retroactive changes when applicable, the same as if he/she had been working.
- (h) It is not the intent of the Employer, in providing extended sick leave days as outlined in Section 6 above to supplement or supplant benefits payable under long term disability insurance. It is understood, therefore, that as soon as the employee qualifies for long term disability, he/she will no longer be eligible for extended sick leave pay except as provided in Section 6 above, and only then if he/she does not qualify under the provisions of the long term disability insurance.
- (i) All fringe benefits (including insurance coverage and accrual of paid vacation days) will continue while the employee is utilizing sick leave days and will cease when the employee becomes eligible for long term disability payments. Members utilizing extended sick leave days will be eligible for all fringe benefit improvements negotiated during the term of their illness subject to any restrictions imposed by the insurance carriers involved.

7. Job-Related Injuries

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

ARTICLE Xin
WORK DAY, WORK YEAR, HOLIDAYS

A. ADJUSTED TIME

Adjusted time will be arranged with the Employee's Center Director or other Administrator authorized by the Superintendent.

B. WORK YEAR

1. The work year will commence July 1 and end June 30 of each fiscal year. The work year for all positions for 1996-97 will remain as in 1995-96. Effective July 1, 1997 the Employer will annually assign employees to a ten (10), eleven (11) or twelve (12) month calendar. Within ten days following ratification of the contract the employees and Supervisors will review the calendar assignments for 1997-98 and will make changes in calendar assignment that are agreed upon. If an agreement cannot be reached the affected employee may bump into another position pursuant to the layoff provisions of this agreement. Effective July 1, 1998, if the Employer assigns an employee to a calendar which is greater or less than the calendar assigned the immediately preceding year, the employee may voluntarily accept the assignment, may discuss the change in the calendar assignment with her/his Supervisor and ask for reconsideration, or may bump into another position pursuant to the layoff provisions of this agreement.

The three work year calendars will be as follows:

<u>Calendar</u>	<u>Work Days</u>
12 month	227
11 month	213
10 month	196

Employees assigned to the twelve (12) month calendar may request their recess days, and the Employer will not unreasonably deny an employee's request. For the 1997-98 fiscal year, the request for recess days must be submitted within ten (10) calendar days following ratification of the contract by the parties. For each succeeding year of the 1996-2001 contract, the Employer will notify employees of a date in January by which recess days must be requested for the upcoming fiscal year. If it is necessary for an employee to request a change in recess days, the Employer will not unreasonably deny an employee's request to make such a change.

Employees assigned to the eleven (11) month calendar may request twenty (20) recess days for the 1997-98 fiscal year, and

the Employer will not unreasonably deny an employee's request. For the 1997-98 fiscal year, the request for recess days must be submitted within ten (10) calendar days following ratification of the contract by the parties. For each succeeding year of the 1996-2001 contract, employees may request twenty (20) recess days, and the Employer will notify employees of a date in January by which the recess days must be requested for the upcoming fiscal year. Remaining recess days in each year will be determined by the Employer, with input from the employee. If it is necessary for an employee to request a change in recess days, the Employer will not unreasonably deny an employee's request to make such a change.

Employees assigned to the ten (10) month calendar will have their recess days determined by the Employer with input from the Union. The customary recess period for 10 month positions will follow the September to June calendar unless advance notice is provided to the Union of any change by a date in January.

2. Members shall observe the school calendar as adopted by the Board of Education.

D. HOLIDAYS

1. The following holidays shall be recognized as days off with pay for all employees:
 - Labor Day
 - Thanksgiving Day and the day after
 - Christmas Eve Day through New Year's Day
 - Martin Luther King Day
 - Good Friday and the five work days immediately following Easter Day
 - Memorial Day
 - Independence Day (10 and 11 month employees who are assigned to work and who actually work the work day prior to or the work day following the Fourth of July (Independence Day) Holiday shall receive the Fourth of July (Independence Day) as a paid holiday.
2. When the holiday falls on a Sunday, Monday will be observed as the holiday. When the holiday falls on a Saturday, Friday will be deemed the holiday and Thursday the "eve holiday". When Christmas Day and New Year's Day fall on Sunday or Monday, Monday will be deemed the holiday and Friday the "eve holiday".

**ARTICLE XIV
VACATION DAYS**

- A. For 1996-97 only Vacation days will be granted in accordance with the request of the employee, subject to the approval of the Center Director or other Administrator authorized by the Superintendent as indicated in Article XIII subsection C(2).
- B. For 1996-97 only Vacation days will be earned at the following rates beginning at the date of hire and changing every July 1 (with the exception of 1996-97) for employees hired into the unit on or before February 1 of the prior fiscal year. Employees hired into the unit after February 1 of the fiscal year immediately prior to the July 1 incremental date will not change incremental rates.

Number of Vacation Days

<u>Year</u>	<u>Increment</u>	<u>Reduced Work Day</u>
1	.580	15.08
2	.610	15.86
3	.640	16.64
4	.670	17.42
5	.700	18.20
6	.730	18.98
7	.760	19.76
8	.790	20.54
9	.820	21.32
10	.850	22.10
11	.880	22.88
12	.910	23.66
13	.940	24.44
14	.970	25.22
15 and thereafter	.999	25.97

- C. For 1996-97 only, employees will receive the number of vacation days indicated on the reduced work day incremental schedule.
- D. In 1996-97 only, vacation days may not be carried across fiscal years and vacation days unused during the fiscal year will be converted at the close of the fiscal year at 90% of the daily rate in effect when the days were earned.
- E. In 1996-97 only, all vacation days anticipated to be earned in a given fiscal year will be front loaded effective July 1 of each fiscal year for purposes of scheduling usage only as indicated in contract Article XIII (C)2.

- F. In 1996-97 only, unused vacation days will be paid upon termination of employment.
- G. As of June 30, 1997, all vacation days unused during 1996-97 will be converted to cash at 90% of the 1996-97 daily rate. If an employee terminates her/his employment during 1996-97, (s)he will have all unused vacation days paid at 100% of the 1996-97 daily rate. Employees will not increment on the vacation day accrual schedule in 1996-97. Effective July 1, 1997, vacation days will be eliminated.

ARTICLE XV REIMBURSEMENT

MILEAGE

Should the Employer require a member to drive his/her automobile from one location to another in the course of work, the member shall be reimbursed according to rate guidelines established by the U.S. Internal Revenue Service and approval of the immediate supervisor.

TUITION

Bargaining unit members who apply may receive tuition reimbursement for courses at an accredited institution when such courses are directly related to the member's present assigned duties, and when the following procedure is followed:

- A. The employee must submit a written request to his/her center director at least two weeks before the course begins. The request must contain the title of the course(s) to be taken, the number of credit hours per course(s) and how it applies to the employee's position.
- B. The Associate Superintendent shall decide and notify the employee in writing of the decision.
- C. Upon successful completion of the course(s) with a proven grade of "C" or better (or "P" in pass/fail course) the employee will be reimbursed at a rate of \$35 per credit hour.

**ARTICLE XVI
INSURANCE COVERAGE**

All insurance benefits are subject to the policy and the rules and regulations of the carrier. For new employees, coverage becomes effective on the first day of the month following the date of employment. For employees returning from leave or layoff, coverage becomes effective on the first day of the month following the date of return to full-time employment.

The Employer shall provide at no cost to the employee:

A. Health Insurance

Full family Blue Cross/Blue Shield 4.0 Plan, or equivalent coverage, with a \$2.00 deductible for each prescription, or Health Alliance Plan - HMO option.

Bargaining unit members who provide satisfactory proof to the Employer of other health insurance coverage may opt out of the coverage provided by the Employer once a year on a date to be determined by the Employer. Bargaining unit members will be notified of the date to opt out.

Employees who waive the Employer-provided insurance may not re-enroll in the Employer-provided insurance 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 1996-97 only, employees who opt out will receive, in equal installments in their regular pay, or in a lump sum payment, in a sum equal to 75% of the premium for the insurance benefit. Effective 1997-98 employees who opt out will receive, in equal installments, in their regular pay, a sum equal to 50% of the premium for the insurance benefit. Such installments will cease to be paid to any employee who re-enrolls upon termination of her/his insurance coverage through another source.

B. Life Insurance

Group life insurance coverage in the amount of forty thousand dollars (\$40,000) with a like amount for accidental death and dismemberment (A.D. and D.). Effective 1997-98 the life insurance coverage will be increased to fifty thousand dollars (\$50,000).

C. Dental Insurance

Full family Class I benefits (routine treatment), 80% paid by insurer, 20% by employee. Class II (major treatment), 50% by insurer, 50% by employee. Class III (orthodontics), 60% by insurer, 40% by employee. Annual maximum for Classes I and II nine hundred dollars (\$900) Class III - (maximum life time per person) - nine-hundred dollars (\$900).

D. Long-term Disability

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

E. The Employer will provide up to a total of one hundred and twenty five dollars (\$125) per year per employee and employee dependent(s) in reimbursement for optical and/or hearing expenses. Beginning July 1, 1992 each previous years unspent balance may be carried forward into the next year up to a cumulative maximum amount of \$375.00 per employee or covered family member

**ARTICLE XVH
MANAGEMENT RIGHTS**

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

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

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

ARTICLE XVm
NO STRIKE, NO LOCKOUT

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

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

ARTICLE XIX
NEGOTIATION PROCEDURES

- A. Negotiations for a new agreement, or modifications of the existing Agreement, shall be at a time, date and place mutually determined by the Employer and the Union. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Union.

- B. Neither party in any negotiations shall have any control over the selection of the bargaining representative of the other party, and each party may select its own representatives. While no final agreement shall be executed without ratification by the Employer and the Union, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and recommend ratification in the course of negotiations.

**ARTICLE XX
COMPENSATION**

In 1996-97 only, placement on the salary schedule, shown in Appendix B, for other than data processing positions, will be based on the degree of requirements of the position. Placement on the data processing salary schedule, shown in Appendix C, will be as follows:

Track A Computer Operators, Office Automation Technicians, Data Technicians
Track B: Field Engineers, Internal Programmers
Track C: Support Consultants, System Programmers, Leaders

Additional compensation will be paid for degree attainment to those employees who currently receive such payments, for the duration of the agreement. Additional compensation for degree attainment for new hires beyond that required for positions will be paid only when the Employer determines that the degree attained is integral to the position the employee is assigned.

Associates Degree	\$500.00
Bachelors Degree	\$1000.00
Masters Degree	\$1250.00
Education Specialist Degree	\$1500.00
Double Masters, MA+ 30hrs	
Doctor of Philosophy/Education Degree	\$ 1750.00

Such compensation is non-additive and non-cumulative.

For 1996-97 only, additional compensation will be paid annually for all positions on the data processing schedule only as recognition of levels of responsibility for those positions in the following manner:

Track A go to Level I at year 4
 go to Level II at year 8
Track B go to Level I at year 4
 go to Level II at year 8
Track C go to Level I at year 4
 go to Level II at year 8
 go to Level III at year 10

Time in each level is based upon years in the position.

Level I	\$250.00
Level II	\$500.00
Level III	\$750.00
Leader	\$1000.00

Such compensation is non-additive and non-cumulative.

Salary Distribution

Effective July 1, 1992, annual salary for all employees will be distributed in equal bi-weekly amounts from July 1 through June 30. Effective July 1, 1992, Employees working less than full time will be paid at an hourly rate for days/hours worked only.

Extended Employment

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

1. There shall be no increments for 1996-97. During 1996-97, employees will remain on the same step on the salary schedule that they were on in 1995-96. For 1997-98 and 1998-99 increments shall be made pursuant to Article XX "Benefit Eligibility". In 1996-97 all employees will be paid on the 1995-96 salary schedule.
2. Effective July 1, 1997, additional compensation is eliminated for levels of responsibility for all positions on the data processing salary schedule.
3. Additional compensation of the Management Intern Program is eliminated.
4. The wage provision of the contract, including the salary schedule and "Benefit Eligibility" will be reopened for negotiations for years 1999 through 2001. A survey of wages paid to positions similar to the Head Start Site Leader, Head Start Coordinator, Payroll Supervisor, Bookkeeping Supervisor

and Finance Assistant will be conducted with input from a committee of Labor and Management Representatives.

5. The salary schedule and the placement of positions on the salary schedule will be changed for 1997-98 and 1998-99 as follows:
 - (a) The 1995-96 salary schedule Grades N, A, B, and M will be revised with 12, 11 and 10 month contract amounts as per the attached salary schedules for 1997-98.
 - (b) The 1995-96 salary schedule Tracks A, B, and C will be revised and will become Tracks 2, 3, and 4 with 12, 11 and 10 month contract amounts as per the attached salary schedules for 1997-98.
 - (c) A new Track 1 salary schedule will be added as per the attached salary schedule for 1997-98.
 - (d) The Finance Center positions on the Grade B salary schedule will be moved to the Grade A salary schedule effective July 1, 1997. Employees currently in the Finance Center positions on the Grade B salary schedule shall continue to be paid the same base salary amount that they were paid in 1995-96 for fiscal years 1996-97, 1997-98 and 1998-99.
 - (e) The Head Start positions on the Grade B salary schedule will be moved to the Track 1 salary schedule effective July 1, 1997. Employees currently in the Head Start positions on the Grade B salary schedule shall continue to be paid the same base salary amount that they were paid in 1995-96 for the fiscal years 1996-97, 1997-98 and 1998-99.
 - (f) The ADAMLAB positions on the Grade A salary schedule will be laterally moved to the Track 3 salary schedule effective July 1, 1997.
 - (g) The ADAMLAB positions on the Grade B salary schedule will be laterally moved to the Track 4 salary schedule effective July 1, 1997.
 - (h) The ADAMLAB positions on the Grade N salary schedule, with the exception of the AIO position, will be laterally moved to the Track 2 salary schedule effective July 1, 1997.

- (i) The Computer Services Center positions on the Track A salary schedule will be laterally moved to the Track 2 salary schedule effective July 1, 1997.
 - (j) The Computer Services Center positions on the Track B salary schedule will be laterally moved to the Track 3 salary schedule effective July 1, 1997.
 - (k) The Computer Services Center positions on the Track C salary schedule will be laterally moved to the Track 4 salary schedule effective July 1, 1997.
 - (l) The Special Education AIO position will be placed on the Grade N salary schedule. The employee who is currently assigned to the Special Education AIO position on the Grade A salary schedule will continue to be paid the same base salary amount that was paid in 1995-96 for the fiscal years 1996-97, 1997-98 and 1998-99.
 - (m) The employees assigned to the Television Services Consultant and Multi Media Development Consultant positions effective the date this contract is ratified will be laterally moved to the Track 4 salary schedule effective July 1, 1997.
 - (n) The employees assigned to the Micro Computer Specialist and LAN Technician positions effective the date this contract is ratified will be laterally moved to the Track 3 salary schedule effective July 1, 1997.
 - (o) The 1997-98 and 1998-99 salary schedules are attached.
6. Employees reassigned and recalled will be paid at the wage rate of the position assigned.

Benefit Eligibility

Increments are granted each July 1 provided the employee has worked one hundred and twenty (120) work days prior to the increment.


New Hires

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

**ARTICLE XXI
RATIFICATION**

The Union agrees to submit this Agreement to the employees of the Union covered by this Agreement for ratification by them on or before April 15, 1997 and the MFT representative and the Union officers will recommend to the employees that it be ratified. The signatures below indicate ratification by both parties:

For the Employer:



Michael P. Flanagan
Superintendent




Michael Reeber
Director of Labor Relations

For the Union:



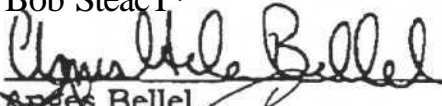
Tom Kage

Linda Welsh



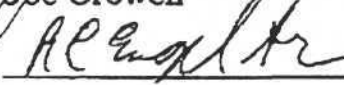
Fred Acerni

Bob SteacT*



Angles Bellel

Joe Crowell



Bob Engel

Patricia Solomon

**APPENDIX A
07/12/95 SALARY SCHEDULE**

JULY 1, 1995 TO, JUNE 30, 1997

	CS			26 EQUAL	215 DAY	
GRADE	TRACK	STEP	CONTRACT	BIWEEKLY	PER	HOURLY
					DIEM	
N/A	A	0	24,743	951.65	115.08	14.385
N/A	A	1	25,913	996.65	120.53	15.066
N/A	A	2	27,079	1,041.50	125.95	15.744
N/A	A	3	28,300	1,088.46	131.63	16.453
N/A	A	4	29,570	1,137.31	137.53	17.192
N/A	A	5	30,901	1,188.50	143.73	17.966
N/A	A	6	32,293	1,242.04	150.20	18.775
N/A	A	7	33,747	1,297.96	156.96	19.620
N/A	A	8	35,268	1,356.46	164.04	20.505
N/A	A	9	36,850	1,417.31	171.40	21.424
N/A	A	10	38,507	1,481.04	179.10	22.388
A	B	1	30,325	1,166.35	141.05	17.631
A	B	2	31,688	1,218.77	147.39	18.423
A	B	3	33,115	1,273.65	154.02	19.253
A	B	4	34,606	1,331.00	160.96	20.120
A	B	5	36,165	1,390.96	168.21	21.026
A	B	6	37,792	1,453.54	175.78	21.972
A	B	7	39,492	1,518.92	183.68	22.960
A	B	8	41,266	1,587.15	191.93	23.992
A	B	9	43,125	1,658.65	200.58	25.073
A	B	10	45,067	1,733.35	209.61	26.202
B	C	1	38,142	1,467.00	177.40	22.176
B	C	2	39,859	1,533.04	185.39	23.174
B	C	3	41,653	1,602.04	193.73	24.217
B	C	4	43,527	1,674.12	202.45	25.306
B	C	5	45,486	1,749.46	211.56	26.445
B	C	6	47,530	1,828.08	221.07	27.634
B	C	7	49,672	1,910.46	231.03	28.879
B	C	8	51,905	1,996.35	241.42	30.177
B	C	9	54,244	2,086.31	252.30	31.537
B	C	10	56,684	2,180.15	263.65	32.956
M	N/A	4	44,625	1,716.35	207.56	25.945
M	N/A	2	46,633	1,793.258	216.90	27.112
M	N/A	3	48,728	1,874.15	226.64	28.330
M	N/A	4	50,922	1,958.54	236.85	29.606
M	N/A	5	53,218	2,046.85	247.53	30.941
M	N/A	6	55,612	2,138.92	258.66	32.333
M	N/A	7	58,113	2,235.12	270.29	33.787
M	N/A	8	60,728	2,335.69	282.46	35.307
M	N/A	9	63,465	2,440.96	295.19	36.898
M	N/A	10	66,319	2,550.73	308.46	38.558

Regional Educational Service Agency of Wayne County
AFT 4479 Salary Schedule
1997-98
Tracks 1,2,3 and 4

Track	Step	12 Month Contract 246 days	11 Month Contract 231 days	10 Month Contract 214 days	Per Diem
1	0	22,869	21,475	19,894	92.96
	1	23,946	22,486	20,831	97.34
	2	25,074	23,545	21,813	101.93
	3	26,255	24,654	22,840	106.73
	4	27,492	25,816	23,916	111.76
	5	28,787	27,031	25,042	117.02
	6	30,143	28,305	26,222	122.53
	7	31,562	29,638	27,457	128.30
	8	33,049	31,034	28,750	134.35
	9	34,606	32,495	30,104	140.67
	10	36,235	34,026	31,522	147.30
2	1	29,323	27,535	25,509	119.20
	2	30,704	28,832	26,710	124.81
	3	32,150	30,190	27,968	130.69
	4	33,665	31,612	29,285	136.85
	5	35,250	33,101	30,665	143.29
	6	36,911	34,660	32,109	150.04
	7	38,649	36,292	33,622	157.11
	8	40,469	38,002	35,205	164.51
	9	42,375	39,792	36,863	172.26
	10	44,371	41,666	38,599	180.37
	3	1	35,460	33,298	30,847
2		37,130	34,866	32,300	150.94
3		38,879	36,508	33,822	158.04
4		40,710	38,228	35,415	165.49
5		42,628	40,028	37,083	173.28
6		44,635	41,914	38,829	181.44
7		46,738	43,888	40,658	189.99
8		48,939	45,955	42,573	198.94
9		51,244	48,119	44,578	208.31
10		53,658	50,386	46,678	218.12
4		1	42,961	40,341	37,372
	2	44,984	42,241	39,133	182.86
	3	47,103	44,231	40,976	191.48
	4	49,322	46,314	42,906	200.49
	5	51,645	48,496	44,927	209.94
	6	54,077	50,780	47,043	219.83
	7	56,624	53,172	49,258	230.18
	8	59,291	55,676	51,579	241.02
	9	62,084	58,298	54,008	252.37
	10	65,008	61,044	56,552	264.26

Regional Educational Service Agency of Wayne County
AFT 4479 Salary Schedule
1997-98
Grades N,A,B and M

Grade	Step	12 Month Contract 246 days	11 Month Contract 231 days	10 Month Contract 214 days	Per Diem
N	0	25,611	24,050	22,280	104.11
	1	26,822	25,187	23,333	109.03
	2	28,029	26,320	24,383	113.94
	3	29,293	27,507	25,483	119.08
	4	30,608	28,741	26,626	124.42
	5	31,985	30,035	27,825	130.02
	6	33,426	31,388	29,078	135.88
	7	34,931	32,801	30,387	142.00
	8	36,506	34,280	31,757	148.40
	9	38,143	35,817	33,182	155.05
	10	39,858	37,428	34,674	162.03
A	1	31,389	29,475	27,306	127.60
	2	32,800	30,800	28,533	133.33
	3	34,277	32,187	29,818	139.34
	4	35,820	33,636	31,161	145.61
	5	37,434	35,152	32,565	152.17
	6	39,118	36,733	34,030	159.02
	7	40,878	38,385	35,560	166.17
	8	42,714	40,110	37,158	173.63
	9	44,638	41,917	38,832	181.46
		10	46,649	43,804	40,580
B	1	39,481	37,073	34,345	160.49
	2	41,258	38,742	35,891	167.71
	3	43,115	40,486	37,506	175.26
	4	45,055	42,307	39,194	183.15
	5	47,082	44,211	40,958	191.39
	6	49,198	46,198	42,798	199.99
	7	51,415	48,280	44,727	209.00
	8	53,727	50,451	46,738	218.40
	9	56,148	52,724	48,844	228.24
		10	58,673	55,096	51,041
M	1	52,690	49,477	45,836	214.19
	2	55,061	51,703	47,898	223.82
	3	57,535	54,026	50,050	233.88
	4	60,125	56,459	52,304	244.41
	5	62,837	59,005	54,663	255.43
	6	65,662	61,659	57,121	266.92
	7	68,615	64,431	59,690	278.92
	8	71,703	67,331	62,376	291.48
	9	74,935	70,366	65,187	304.61
		10	78,305	73,530	68,119

Regional Educational Service Agency of Wayne County
AFT 4479 Salary Schedule
1998-1999
Tracks 1,2,3 and 4

Track	Step	12 Month Contract 246 days	11 Month Contract 231 days	10 Month Contract 214 days	Per Diem
1	0	23,327	21,904	20,292	94.82
	1	24,425	22,936	21,248	99.29
	2	25,576	24,016	22,249	103.97
	3	26,780	25,147	23,297	108.86
	4	28,042	26,332	24,394	113.99
	5	29,362	27,572	25,543	119.36
	6	30,745	28,871	26,746	124.98
	7	32,193	30,230	28,006	130.87
	8	33,710	31,654	29,325	137.03
	9	35,297	33,145	30,706	143.49
	10	39,960	34,706	32,152	150.24
2	1	29,909	28,086	26,019	121.58
	2	31,318	29,409	27,244	127.31
	3	32,793	30,794	28,257	133.31
	4	34,338	32,244	29,871	139.58
	5	35,955	33,763	31,278	146.16
	6	37,649	35,353	32,751	153.04
	7	39,422	37,018	34,294	160.25
	8	41,279	38,762	35,909	167.80
	9	43,223	40,587	37,600	175.70
		10	45,259	42,499	39,371
3	1	36,169	33,964	31,464	147.03
	2	37,873	35,563	32,946	153.95
	3	39,656	37,238	34,498	161.20
	4	41,524	38,992	36,123	168.80
	5	43,480	40,829	37,824	176.75
	6	45,528	42,752	39,606	185.07
	7	47,672	44,765	41,471	193.79
	8	49,918	46,874	43,424	202.92
	9	52,269	49,082	45,470	212.47
		10	54,731	51,393	47,611
4	1	42,820	41,148	38,120	178.13
	2	45,884	43,086	39,915	188.52
	3	48,045	45,115	41,796	195.30
	4	50,308	47,240	43,764	204.50
	5	52,677	49,465	45,825	214.14
	6	55,159	51,795	47,983	224.22
	7	57,756	54,235	50,243	234.78
	8	60,477	56,789	52,610	245.84
	9	63,325	59,464	55,088	257.42
		10	66,308	62,265	57,682

Regional Educational Service Agency of Wayne County
AFT 4479 Salary Schedule
1998-1999
Grades N,A,B, and M

Grade	Step	12 Month Contract 246 days	11 Month Contract 231 days	10 Month Contract 214 days	Per Diem
N	0	26,123	24,531	22,725	106.19
	1	27,359	25,691	23,800	111.21
	2	28,590	26,847	24,871	116.22
	3	29,879	28,057	25,992	121.46
	4	31,220	29,316	27,159	126.91
	5	32,625	30,636	28,381	132.62
	6	34,095	32,016	29,660	138.60
	7	35,630	33,457	30,995	144.84
	8	37,236	34,965	32,392	151.36
	9	38,906	36,534	33,845	158.15
	10	40,655	38,176	35,367	165.27
A	1	32,017	30,065	27,852	130.15
	2	33,456	31,416	29,104	136.00
	3	34,963	32,831	30,415	142.12
	4	36,537	34,309	31,784	148.52
	5	38,183	35,854	33,216	155.21
	6	39,900	37,468	34,710	162.20
	7	41,695	39,153	36,272	169.49
	8	43,568	40,912	37,901	177.11
	9	45,531	42,755	39,608	185.09
	10	47,581	44,680	41,392	193.42
B	1	40,270	37,815	35,032	163.70
	2	42,083	39,517	36,609	171.07
	3	43,977	41,295	38,256	178.77
	4	45,955	43,153	39,978	186.81
	5	48,024	45,095	41,777	195.22
	6	50,182	47,122	43,654	203.99
	7	52,443	49,246	45,621	213.18
	8	54,801	51,459	47,672	222.77
	9	57,270	53,778	49,821	232.81
	10	59,846	56,197	52,062	243.28
M	1	53,743	50,466	46,752	218.47
	2	56,161	52,737	48,855	228.30
	3	58,684	55,106	51,051	238.55
	4	61,326	57,587	53,349	249.29
	5	64,092	60,184	55,755	260.54
	6	66,975	62,891	58,263	272.25
	7	69,987	65,719	60,883	284.50
	8	73,136	68,676	63,622	297.30
	9	76,433	71,772	66,490	310.70
	10	79,870	75,000	69,480	324.67

APPENDIX B
ADDITIONAL NEGOTIATED AGREEMENTS

Negotiated agreements between RESA and WCSSF, in addition to contract language:

A. Reclassification

Employees in the bargaining unit who disagree with their placement on the salary schedule as to grade or track may request review of such placement according to the following:

1. Put the request in writing to the employee's Center Director, who shall discuss the request with the employee and then recommend approval or denial to the appropriate Associate Superintendent. The Associate Superintendent will review the request and recommendation then forward it to the Superintendent with his/her own recommendation. The superintendent will notify the employee of the decision, with copies to the Associate Superintendent and Center Director.
2. The Employer will endeavor to decide a request within thirty (30) working days.
3. If a request for placement change is approved by the Board of Education, it will be retroactive to the date the employee made the request in writing pursuant to this letter. In no event shall such date for retroactive effect be earlier than the date of execution of this letter.
4. Other than the procedural aspects of 1-3 above, nothing in this letter of understanding shall be subject to the grievance process of the contract between WCSSF and RESA. A decision by the Employer to grant or deny reclassification is not grievable.
5. The placement on the new salary schedule which is a higher classification than they are currently will be as follows:
 - a. The employee shall be placed on the next highest step on the salary schedule.
 - b. The employee will then be placed on the new salary schedule at the lowest step which reflects an increase in pay.

**Memorandum of Understanding
between the
Wayne County Regional Educational Service Agency (RESA)
and
AFT 4479**

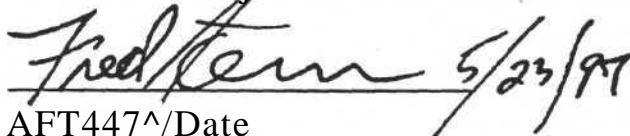
RE: 1997-98 Eleven (11) Month Work Year Calendar

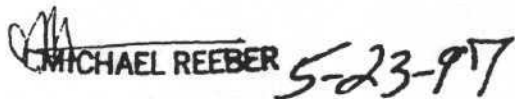
The following is agreed to in regard to the above referenced matter.

- A. In 1997-98 only, employees assigned to the 11 month work year calendar shall elect one of the following two options within fourteen calendar days of the date this memorandum of understanding is executed. If an employee's elective option is not received by the Executive Director of Employee Services within fourteen calendar days of the date this memorandum of understanding is executed, the employee will be assigned option number 1.

Options:

1. The employee will be paid one additional day for the Independence Day holiday without regard to whether or not (s)he worked the day before or after the holiday. The employee will work 213 days, schedule 20 recess days during the 1997-98 fiscal year as per the contract and be on recess from July 8, 1997 through July 11, 1997 and August 4, 1997 through August 8, 1997 as per the memorandum of understanding dated April 4, 1997.
 2. The employee will not be paid one additional day for the Independence Day holiday without regard to whether or not (s)he worked the day before or after the holiday. The employee will work 212 days, schedule 20 recess days during the 1997-98 fiscal year as per the contract and be on recess from July 7, 1997 through July 11, 1997 and August 4, 1997 through August 8, 1997 as per the memorandum of understanding dated April 4, 1997.
- B. The memorandum of understanding will not set precedence for any other situation now or in the future.


AFT447^/Date


RESA/Date

TO: Tom Kage
FROM: Michael Reeber, Labor Relations
RE: Payment of Unused Vacation Days at Termination
DATE: January 30, 1992

Please indicate by signature below the Union's concurrence with application of contract Article XIV, Subsection G. "Unused vacation days will be paid upon termination of employment. "

It is agreed that whenever an employee leaves the AFT 4479 bargaining unit by way of transfer to another WCRESA unit, this will constitute "termination of employment" for the purpose of vacation conversion.

MR:me

AFT 4479/Date

Memorandum of Understanding
Between the
Wayne County Regional Educational Service Agency
and AFT 4479

RE: Insurance Benefits, less Than Full-Time Employees

The following is agreed upon in regards to the above-referenced issue:

- A. The Employer will provide without cost less than full-time employees effective July 1, 1993, life insurance, dental insurance and/or optical reimbursement as stipulated in the collective bargaining agreement, at the Employee's option.
- B. Employees who work less than full-time during the course of a fiscal year, may not waive/opt out of the health insurance coverage and receive the health insurance conversion option stipulated in Article XVI (A) in the collective bargaining agreement.
- C. Employees whose employment status changes from full-time to less than full-time during the course of a fiscal year (excluding leaves of absence, resignations, terminations, layoff, transfer to another WCRESA unit) and who have waived/opted out of health insurance coverage and received a conversion of the health benefit premium, will be allowed to continue the waiver/opt out elective option for the remainder of the affected fiscal year and receive a sum equal to 75% of the pro-rated monthly premium commensurate to the "actual FTE" scheduled to work less than full-time.

- Example:*
- 1. *Full-time July 1, 1993 to November 30, 1993;
convert health benefit at 75% of the monthly insurance premium.
(75% of \$600.00 = \$450.00)*
 - 2. *Less than full-time December 1, 1993 to June 30, 1994;
{Actual FTE .60} convert health insurance at 75% of .60 of the
monthly insurance premium.*
 - a. *A monthly premium is \$000.00*
 - b. *.60 of the monthly premium is \$360.00*
 - c. *75% of .60 of the monthly premium is \$270.00*

- D. "Actual FTE" is defined as the percent of time a less than full time employee works (which includes sick, personal business and vacation leave) during a specified period of time. The "actual FTE" is determined by dividing the number of days scheduled to work (which includes sick, personal business and vacation leave) during a period of time an employee is less than full-time, by the remaining days available to work. The remaining days available to work is determined by subtracting the number of days actually worked (which includes sick, personal business and vacation leave) during the period of time the employee was full-time from 196.

Example: *July 1 to November 30, employee is 1.0 FTE - Full-time and works sixty (60) days. December 1 to June 30, employee is less than full-time and is scheduled to work fifty (50) days (which includes sick, personal business and vacation leave). The remaining days available to work are 136 (196-60). The actual FTE is .37 (50 divided by 136).*

Actual
E. "Average FTE" is defined as the percent of time and employee works (which includes sick, personal business and vacation leave) who is both full-time and less than full-time during a fiscal year. The average FTE is determined by arriving at an arithmetical mean of the total number of days worked (which includes sick, personal business and vacation leave) against 196 days. This is computed by adding the total number of days an employee is scheduled to work (which includes sick, personal business and vacation leave) less than full-time to the number of days an employee has worked (which includes sick, personal business and vacation leave) full-time (or vice-versa) during a fiscal year and dividing by 196.

Example: July 1 • November 30, employee is 1.0 FTE full-time and works (which includes sick, personal business and vacation leave) sixty (60) days. December 1 - June 30, employee is less than full-time and is scheduled to work (which includes sick, personal business and vacation leave) fifty (50) days. The total number of days is 110. The "average FTE" is .56 (110 divided by 196).

AFT4479/Date

WCRESA/Date

Memorandum of Understanding
between
AFT 4479
and the
Wayne County Regional Educational Service Agency

RE: Salary Distribution/Vacation and Sick Leave Bank

The following is agreed to by the parties in regards to the above-referenced matter:

A. Definitions:

1. The definition of "work" for purposes of this Memorandum of Understanding is the number of work days in Article XIII, subsection C for "reduced work day positions" and "215 day positions" which includes any sick, personal business or vacation leave which the employee may access.
2. A less than full-time employee is defined as an employee who is scheduled to "work" less than 196 days during a fiscal year.
3. The "actual FTE" is defined as the percent of time a less than full time employee "worked" during a specified period of time. The "actual FTE" is determined by dividing the number of days the employee is scheduled to "work" by 196.

Example: July 1 through June 30 an employee is scheduled to "work" 176.5 days.
 $176.5/196 = .900$ "actual FTE."
19 holidays @ .900 "actual FTE" = 17.1 holidays
Total days to be paid = 193.6
 $\$247.60 \text{ per diem} \times 193.6 \text{ days} / 26 \text{ pay periods} = \1843.66 per pay

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

Example: -Employee "worked" 83.5 days when full time.
-Employee scheduled to "work" 93 days for the remainder of the fiscal year as a less than full time employee.
-Total number of "work" days is 176.5 which is .900 "average FTE".
-19 holidays at .900 "average FTE" is 17.10
-Employee is to be paid for 193.6 days.
- $193.6 \text{ days} \times \$247.60 = \$47,935.36$
-Employee paid \$26,617. to date.
•Balance owed is \$21,318.36. or \$1,639.87 for 13 remaining pays.

- B. Effective July 1, 1993, the hourly rate listed as "less than full-time hourly rate in the salary scheduled in Appendix A of the collective bargaining agreement and the statement "effective July 1, 1992, employees working less than full-time will be paid at an hourly rate for days/hours "worked" only in Article XX, subsection "Salary Distribution" are deleted.

- C. Effective July 1, 1993, less than full-time employees will be paid for days "worked" at the "per diem" rate listed in the salary schedule in Appendix A of the collective bargaining agreement..

Effective July 1, 1993, less than full-time employees will be paid for a number of the nineteen (19) holidays commensurate to the "actual FTE".

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

D. Change in Employment Status

- 1." Effective immediately and retroactive to July 1, 1992, whenever a bargaining unit member's employment status changes during the course of a fiscal year, the bargaining unit member's salary will be balanced, adjusted and any overpayment of salary recovered. If a balance remains and the Employee continues to "work", it will be distributed over the remaining pay periods in the fiscal year. For this purpose a change in employment status is defined as termination of employment, layoff, leave of absence, resignation, retirement, a change from full-time to less than full-time or vice versa, or a transfer to another WCRESA unit.
2. Salary will be balanced for employees whose employment status changes from full time to less than full time or visa versa by way of totaling:
 - a. the number of days "worked" to date certain when the employment status changed in the fiscal year.
 - b. the scheduled days to be "worked" for the remainder of the fiscal year.
 - c. the number of holidays commensurate to the "average FTE" to which the employee is entitled to receive.

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

E. **Per diem** - Daily Rate

The daily **rate** will be determined by dividing the "contract" salary by the number of days scheduled to be paid for "Reduced Work Year" positions by year, as stipulated in contract **Article XII**, subsection C.

Example: -1992-93 contract salary - \$60,662 (M 10) divided by 245 (days paid Reduced Work Year) = \$247.60
 -1993-94 contract salary - \$62,482 (M 10) divided by 232 (days paid Reduced Work Year) = \$269.32


The daily rate will be listed in the salary schedule as the "per diem".

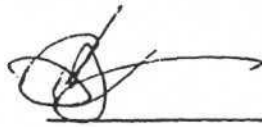
F. **Vacation** and Sick Leave Banks

Employees whose employment status changes as indicated in subsection D above, will be provided a percentage of a bank of vacation and sick leave days commensurate to the "average FTE". Sick and vacation leave banks will be audited and balanced in the same manner as the process described in subsection D commensurate to the "average FTE", whenever a change in employment status occurs. Any overuse of sick or vacation leave

days during a specific period will be recovered from the bank of days for the next period if any remain. If none remain, the overuse will be deducted from any balance in salary-compensation due. When the persons employment status changes for reasons related to termination, resignation, retirement or transfer to another unit which does not have vacation days provided in a manner similar to that, provided the AFT 4479 bargaining unit, the employees unused vacation days following an audit and balancing of the employee's leave bank, commensurate to the "average FTE" will be paid to the employee at the time of the change in employment status.

Employees working less than full-time will be provided a percentage of a bank of vacation and sick leave days. Sick and vacation leave banks will be provided in the same manner as the process provided in subsection A (3) commensurate to the "actual FTE".

 5/18/93
AFT4479/Date /

 5-18/93
WCRES A/Date

Index

- Accounts Payable Supervisor 1
- Acts of God 24
- Adamlab 45
- Additional Negotiated Agreements 54
- Adjusted Time 33
- Aggrieved Person 14
- American Arbitration Association 18
- American Federation Of Teachers 1
- Annex 10
- Application For Leave 25
- Arbitration 18
- Armed Forces Reserve 28
- Assignment Exchange 11
- Assistant Internal Operations - Head Start 1
- Benefit Eligibility 47
- Board Policy 12
- Bookkeeping Supervisor 1
- Calendars 33
- Caregiver/Cook 2
- Caregivers 2
- Certification Of Representative 9
- Child Care Supervisor And Community Development 1
- Communications 22
- Compensation 43
- Computer Education Specialists 1
- Computer Operators 1
- Computer Operators Ii - Data Processing 1
- Computer Services Center 45
- Confidential Employees 2
- Consent Agreement R-84-C-104 1
- Constitution And By-Laws Of The Union 6
- Consultant - Career Education 1
- Consultant - Placement And Guidance 1
- Consultant - Public Relations 1
- Consultants 1
- Contracted Service Employee 20
- Coordinator - Family Services 1
- Coordinator - Health 1
- Coordinator - Nutrition 1
- Coordinator - Title I Projects 1
- Curriculum Coordinator 1
- Curriculum Resource Services Consultant 1
- Data Processing Leaders 1
- Data Technicians I - Data Processing 1
- Days 14
- Deductions 6
- Definitions 14
- Dental Insurance 39
- Director - Staff Development Collaborative 1
- Executive Director Of Employee Services 2, 11,23,31
- Discrimination 9
- Education Center 10
- Education Program Service Specialist 1
- Emergency Closings 24
- Employee 14
- Executive Council 22
- Executive Director Of Employee Services 11
- Executive Employees 2
- Extended Employment 44
- Extended Sick Leave 31
- Field Engineers I - Data Processing 1
- Formal Grievance Procedure 16
- Fringe Benefits 26, 32
- Funeral Leave 27, 29
- General Principles 15
- Grievance 14
- Grievance Procedure 14
- Handicap Specialist - Coordinator of Services 1
- Head of Reference 1
- Head of Technical Services 1
- Head Start Project Directors 2
- Health Insurance 38
- Hearings and Conferences 15
- Holidays 34
- Informal Conference 16
- Insurance Coverage 38
- Internal Auditors 1
- Job Assistants 1
- Job Developers 1
- Job-Related Injuries 32
- Jury Duty 27, 29
- Lan Technician 46
- Layoff, Recall, Retraining 20
- Leader - Field Engineer 1
- Leader of Data Base 1
- Leader Student Services - Data Processing 1
- Leader Systems - Data Processing 1
- Leave Criteria 25
- Leaves of Absence 25
- Length of Leave 25
- Life Insurance 39
- Local 4479 1
- Long-Term Disability 39
- Long Term Disability Insurance 32
- Management Intern Program 44
- Management Rights 40
- Management Team 22
- Mandatory Military Leave 27
- Maternity 30
- Medical Leave 30
- Medical Leaves 27
- Merc 1

Michigan Employment Relations Commission 3,9
 Michigan Federation of Teachers 1
 Michigan Freedom of Information Act 3
 Michigan Public School Employees Retirement System 39
 Michigan Right to Know Act 12
 Micro Computer Specialist 46
 Mileage 37
 Military Leave 28
 Multi Media Development Consultant 46
 National Guard 28
 Negotiation Procedures 42
 New Hires 47
 New Positions 9
 No Strike, No Lockout 41
 Notice 14
 Occupational Education Consultant 1
 Onsent Agreement R-84-C-104, As Follows 2
 Orientation 22
 Outplacement 21
 Paid Leaves 27, 28
 Parental Leave 28
 Payroll Department 31
 Payroll Supervisor 1
 Personal Business Leave 27, 29
 Employee Services 22
 Personnel Files 12
 Personnel Practices 9
 Play Group Aides 2
 Positions Which Supervise Positions Within This Unit 2
 Probationary Employee 7
 Probationary Employees 8
 Professional Development 19
 Program Evaluations / Special Projects Coordinator 1
 Programmers Ii - Data Processing 1
 Programmers Iii - Data Processing 1
 Public Employment Relations Act 3
 Public Information Specialist 1
 Public Office Leave 27
 Pupil Accounting Specialist 1
 Ratification 48
 Reassignment 11
 Reclassification 54
 Recognition 1
 Reimbursement 37
 Regional Educational Service Agency of Wayne County 19, 40
 Reprimands 13
 Retirement 7
 Return from Leave 25
 Sabbatical Leave 27, 28
 Salary Distribution 44
 Salary Schedule 49
 Scope of the Agreement 4
 Seniority 7
 Sick Leave 30
 Singular 14
 Social Security, Worker's Compensation 39
 Special Education Aio 46
 Staff Development Specialist 1
 Study/Travel Leave 27
 Summary of Leave Conditions 27
 Summer 11
 Supervisor - Print Shop 2
 Supervisor - Transportation 2
 Support Consultants 12
 Support Consultants I - Data Processing 2
 Support Consultants Ii 2
 Systems Coordinator-Finance 2
 Technical Resources Assistants 2
 Technician 12
 Television Services Consultant 46
 Tenure Act 14
 Termination of Employment 5
 Testing Program Consultant 2
 Timelines 12
 Transfers 11
 Tuition 37
 U.S. Internal Revenue Service 37
 Union Bulletin Boards 7
 Union President 5, 22
 Union President, 23
 Union Security / Union Dues Check Off 5
 Union Treasurer 5
 Union. Mailings 10
 Unpaid Leaves 27
 Unrelated Illness, 31
 Use of Facilities by the Union 23
 Vacancies 10
 Vacancy 10, 11
 Vacation Days 35
 Vocational Supervisor 2
 Wayne County Salaried Staff Federation 1, 19
 Work Day, Work Year, Holidays 33
 Work Year 33
 Workers Compensation 32
 Written Appeal 17
 Written Grievance 16

