

AGREEMENT

Between

LOCAL 1882, WAYNE RESA CHAPTER

Affiliated With

MICHIGAN COUNCIL 25

of the

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

and the

WAYNE COUNTY REGIONAL
EDUCATIONAL SERVICE AGENCY

July 1, 2010 through June 30, 2013

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**Agreement
Between
Local 1882, Wayne RESA Chapter and Wayne RESA**

PREAMBLE

This Agreement, entered into this July 1, 2010, is between the Wayne County Regional Educational Service Agency (hereinafter referred to as the “Employer” or Wayne RESA) and Local 1882, Wayne RESA Chapter, affiliated with Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO, representing the employees (hereinafter referred to as the “Union”).

WITNESSETH

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

PURPOSE AND INTENT

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

ARTICLE 1 - RECOGNITION

1.1 Employees Covered

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

	<u>Grade</u>	<u>Steps</u>
Accounts Payable Clerk	7	All classifications will be at Steps 1-10
Bookkeeper	7	
Building Services Assistant	6	
Desktop Graphics/Technician	8	
Driver	6	
Payroll Clerk	8	
Production Technician	6	
Production Technician Senior	7	
Secretary Administration	8	
Secretary	6	
Senior Building Services Specialist	7	
Materials Handler	6	
Website/Production Technician	8	

1.2 Employees Excluded

Employees to be excluded from the Union will be the Executive Secretary to the Superintendent, the Administrative Secretary(s) to the Associate Superintendent of Employee Services, and the Secretary to the Board of Education.

ARTICLE 2 - UNION SECURITY

2.1 The Employer recognizes the established rights, responsibilities, and values of the Union and has no objections to its employees becoming members of the Union.

2.2 Requirement of Union Membership

A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at the time or become members during the term of this Agreement, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Union or do not join the Union shall be required to pay a fee equal to the Union dues as a condition of continued employment.

C. Employees must comply with Section 2.2 (A) or 2.2 (B) above within twenty (20) work days from date of employment, recall, or reinstatement.

2.3 Union Dues and Initiation Fees

A. Authorization for payroll deduction: During the life of this Agreement the Employer agrees to deduct Union membership dues/service fees levied in accordance with the Constitution and by-laws of the Union from the pay of each employee, upon receipt of a properly executed authorization card.

B. Remittance of dues to financial officer: Deductions for each pay period shall be remitted to the designated financial officer of the local Union with a list of those for whom dues have been deducted.

C. Termination of Payroll Deduction: Payroll deduction shall cease when an employee is no longer a member of the bargaining unit.

2.4 Notification of New Hires

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

2.5 Communications

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

The record of qualification of newly hired employees shall be made available to the Chapter Chairperson(s) upon request.

ARTICLE 3 - EFFECT OF AGREEMENT

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

ARTICLE 4 - GUARANTEE OF RIGHTS

4.1 Guarantee of Rights

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

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

4.3 Employer Rights

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

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

The following rights are reserved by the Employer:

- A. The executive management and administrative control of Wayne RESA and its employees, properties and facilities.
- B. The hiring of all employees and the determining of their qualifications subject to the provisions of law. The determination as to conditions of continuation of employment, including:

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

- C. The establishment of all functions, programs and services as prescribed by law, or as deemed as necessary or advisable by the Employer.
- D. The decision as to the means and methods of providing those functions, programs and services, the selection of appropriate equipment and materials and their use of every kind and nature.

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

4.5 Disciplinary Action

- A. The employer agrees that its enforcement of discipline will be fair and for just cause. Should it be necessary to reprimand an employee, the reprimand shall be given so as not to cause embarrassment to the employee. Conversely, the employee shall maintain respect and civility toward the representative of the Employer.
- B. When disciplinary action is necessary, the following order of procedure shall be followed with the exceptions of acts the Employer determines warrant immediate discharge or acts the Employer determines are serious enough to forego some of the steps:

First Step: Employee will be made aware there is a problem at a meeting between the employee, her/his Executive Director or designee and a union officer at which time current documentation will be presented. Time-lines for improved performance will be decided upon and mutually agreed upon for each step.

Second Step: Letter of reprimand to the employee from the Associate Superintendent or designee with supporting documentation showing the reasons for the reprimand. Copies of written reprimand will be sent to the Union.

Third Step: Suspension without pay not to exceed five (5) work days. Written notice of suspension shall be given to the employee and a copy to the Union.

Fourth Step: Recommendation for demotion or termination of employment.

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

- C. When an action by an employee merits a written report by the Employer, the employee must have a duplicate copy and sign a receipt for the same. A copy of all written reports must be placed in the employee's personnel file.
- D. A bargaining unit member that has reached step two (letter of reprimand) of progressive discipline shall be considered unqualified for the purpose of Article 8.1 and unable to apply for a posted vacancy if the discipline occurred within twelve (12) months preceding the posting date of the vacancy.

Any bargaining unit member that has reached step two or above of progressive discipline within twelve (12) months prior to the ratification of this agreement will not be considered "unqualified and unable to apply for a posted vacancy" unless they receive additional discipline at step two or above.

4.6 School Safety Legislation

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

4.7 Personnel File

The Employer will maintain only one (1) personnel file for each employee. The personnel file shall be located in Employee Services. Upon request, an employee may review her/his own file. The Union Chapter Chairperson(s) shall be permitted to review an employee's personnel file provided she/he presents written, notarized authorization from the employee to Employee Services. After twelve (12) months of satisfactory service, all disciplinary action which occurred prior to the previous twenty-four (24) month period may not be adversely used in any subsequent disciplinary action. Absence of derogatory materials shall indicate satisfactory performance.

ARTICLE 5 - REPRESENTATION

- 5.1 The members of all Union committees recognized by the Employer for purposes of collective bargaining shall be full-time seniority employees.
- 5.2 The names of all such committee members shall be submitted in writing to the Employer by the Union upon election.
- 5.3 The Employer will not aid, promote or finance any labor groups or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purposes of undermining the Union.
- 5.4 Special conferences will be arranged between the Chapter Chairperson(s) and the Employer or its designated representative upon request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. These special conferences may be attended by a representative of the Michigan Council 25 of AFSCME, AFL-CIO. Said conferences shall be scheduled by mutual consent to begin no later than 3:00 PM on Monday through Friday.
- 5.5 Upon the mutual agreement of the Employer and the Union, the Chairperson(s) and/or designee shall be given paid release time for official Union business conducted with the Employer during the regular working day.
- 5.6 The stewardship system shall be as follows: three (3) stewards. In addition, there shall be one (1) chief steward or designee.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 The purpose of a grievance procedure is:

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

6.2 Definition of a Grievance

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

6.3 The Procedure

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

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

Step 3: Within five (5) work days after receiving the written summary of the departmental Executive Director or Associate Superintendent if applicable, an appeal may be filed with the Associate Superintendent of Employee Services. The appeal shall be accompanied by a copy of the signed grievance, and summary, if any, at Step 2. Within five (5) work days the Associate Superintendent of Employee Services will give a written reply to the employee filing the grievance with copies to the Union.

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

- A. Within twenty-five (25) work days after receipt of the appeal, the Superintendent shall hold a hearing on the grievance. Participants in the hearing shall be given at least five (5) work days written notice of the hearing. In cases of disciplinary

action in which the employee has been suspended or discharged, the hearing shall be held within ten (10) work days after receipt of the appeal.

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

Step 5: Arbitration – Within twenty-five (25) work days after receipt of the decision of the Superintendent, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association. The arbitrator shall have no authority to alter, add to, or subtract from the terms of this Agreement.

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

- 6.4 The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails without good cause to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Employer's last answer. In the event that the Employer shall fail without good cause to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically settled on the basis of the request of the aggrieved party.
- 6.5 The employee shall have the right to Union representation at the time a complaint or disciplinary action is imposed.
- 6.6 Copies of any written communication shall be sent to the Union Chapter Chairperson(s) and Employee Services of the Employer. All written communication shall be initialed by the Union and the Employer.
- 6.7 In the event that a complaint or grievance affects the health or safety of any employee, the Employee has the right to call a Union steward to meet with the employee's Executive Director or designee immediately to discuss the situation. If the complaint does not affect the health or safety of the employee, Article 6.3 of this Agreement shall be followed.
- 6.8 The chief steward and stewards shall be allowed time off from work with no loss of pay for the purpose of investigating and/or processing grievances within their area. The chief steward and the stewards shall notify and obtain their Executive Director's or designee's permission before investigating and/or processing grievances.
- 6.9 A grievance may be withdrawn by the Union at any level.
- 6.10 If a grievance arises from the action of an Executive Director, designee, or higher authority, it may be initiated at Step 2 of the Grievance Procedure by mutual consent of the Employer and the Union.
- 6.11 No contract article violation, adjustment or disposition not cited at Step 2 shall be added to a grievance. If, however, the Union wishes to amend a grievance in any manner after it is submitted at Step 2, the grievance shall be returned to Step 2 of the grievance procedure.

ARTICLE 7 - SENIORITY LISTS AND APPLICATION OF SENIORITY

7.1 Seniority Lists

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

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

Such list shall be revised by Employee Services October 1st of each year with a copy given to the Union.

Seniority shall be applied as hereinafter provided.

7.2 Probationary Period

New employees hired into the unit from the outside shall be probationary for 120 work days of employment. New employees, while in their probationary period, may be terminated, and the employer shall not have to show cause. They shall be represented by the Union for all purposes under this Agreement during the probationary period except that no protest may be entered against termination during said probationary period except for discrimination. Probationary employees shall not be allowed to apply for vacancies for the duration of her/his probationary period.

7.3 Loss of Seniority

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

- A. If the employee quits.
- B. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
- C. If the employee is absent for two (2) consecutive work days without notifying the Employer unless the employee gives reasonable explanation for the absence upon return.
- D. If the employee fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided in Section 7.4.
- E. If the employee overstays a leave granted for any reason, as provided in Article 19.
- F. If the employee retires.
- G. If the employee is laid off for three consecutive calendar years.

7.4 Reductions in Force

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

A. Notice

Whenever the Employer determines that a bargaining unit position is to be reduced, the Union shall be notified at least one (1) work day in advance of the notification being sent to the affected bargaining unit member. If the Union requests, the Employer will meet with the Union prior to the effective date of the layoff to discuss the reduction of position(s). When a reduction in position(s) occurs, the Employer shall first announce to the Bargaining Unit the number of positions anticipated to be reduced and request employees interested in accepting "voluntary layoff" to contact Employee Services. The Employer shall grant "voluntary layoffs" in seniority order, provided all remaining bargaining unit members possess the necessary qualifications for the remaining positions. Employees granted the "voluntary layoff" shall maintain all rights as provided employees who are "involuntarily laid off" and shall not return to employment until such time as there is a recall/restoration of staff.

When a reduction of a position occurs, the affected bargaining unit member and the Union shall be notified at least twenty-nine (29) work days in advance as to the date of the reduction and the applicable procedure. This subsection does not apply in cases of strikes or work stoppages.

B. Order of Removal

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

1. All non-union employees performing bargaining unit work with the exception of co-ops (as defined in Section 8.8D)
2. Voluntary Layoffs
3. Newly hired bargaining unit members who have not completed the probationary period.
4. The affected bargaining unit member shall exercise her/his rights in accordance with Article 7.4C.

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

C. Bumping Procedure

Bumping privileges may be exercised only on employees with less seniority than the person exercising the right to bump. Employees may elect to bump into positions with a duration of 10 or 12 months subject to the procedure below.

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

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

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

D. Recall/Restoration of Staff

For purposes of this subsection:

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

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

- E. The Chapter Chairperson(s) and Recording Secretary shall be the last to be laid off and the first to be reinstated.
- F. Employees on layoff may request in writing that sick and personal leave days be frozen for sixty (60) work days from date of layoff. If this provision is used, an employee on layoff shall be covered by all Employer paid insurance protection for one (1) payment beyond the effective date of the layoff.

G. Temporary Layoff

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

H. Temporary Recall

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

7.5 Freezing of Accrued Seniority

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

- a. Have her/his accrued seniority frozen effective upon leaving the bargaining unit.
- b. Be eligible to return to the bargaining unit only by way of being the successful external candidate for a posted bargaining unit position.
- c. Be eligible to access frozen seniority effective the date following her/his filling of the posted bargaining unit position.
- d. Have seniority date adjusted upon return to the unit.

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

8.1 Filling Vacancies

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

All vacancies and new positions shall be filled by the most senior qualified bargaining unit member before new hires in accordance with the procedures outlined herein. Qualifications shall be determined by the testing standards established in Article 8.11.

A bargaining unit member that has reached step two (letter of reprimand) of progressive discipline (Article 4.5) shall be considered unqualified for the purpose of this article and unable to apply for a posted vacancy if the discipline occurred within twelve (12) months preceding the posting date of the vacancy.

Any bargaining unit member that has reached step two or above of progressive discipline within twelve (12) months prior to the ratification of this agreement will not be considered “unqualified and unable to apply for a posted vacancy” unless they receive additional discipline at step two or above.

8.2 Postings

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

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

- E. Vacancies shall be posted expeditiously. Posting of said vacancy shall not exceed twenty (20) work days from the date of vacated position unless the Employer sends written notice to the Union of the vacated position being eliminated.
- F. During interim of posting and hiring, outside employees may be used in accordance with the stipulation in Article 8.8.

8.3 Trial Period

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

Waiver

Upon written mutual agreement of Employee Services and the employee, the trial period and evaluation may be waived and the employee assigned to the position. It shall be the sole responsibility of the employee to notify the Chapter Chairperson(s), prior to the effective date of the written agreement, of her/his intent to waive the trial period. The Chapter Chairperson(s) shall receive a copy of the written agreement.

8.4 Selection of Successful Applicant

Any member of the bargaining unit, except employees serving probation or in a program of progressive discipline pursuant to Article 8.1, may apply for posted positions. Positions shall be filled in the following order:

- A. Employees who meet the qualifications in order of seniority.
- B. Outside applicants who meet the qualifications.

The Employer shall notify members of the bargaining unit who are applicants in writing of their acceptance or non-acceptance for the position.

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

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

8.5 Temporary Classification Assignments

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

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

8.6 Bargaining Unit Work

Non-employees and employees outside this bargaining unit, except for outside employees as outlined in Article 8.8, shall not routinely perform work included in the job of members of this bargaining unit. Employees outside the bargaining unit may, at times, perform such work in the case of an emergency, or when no bargaining unit member is available in the course of the normal work day. The decision of an employee outside the bargaining unit to perform such work shall be made by the Executive Director or designee in the honest exercise of business judgment, and not arbitrarily, or in bad faith.

8.7 Sub-Contracting

The Employer agrees that it will not sub-contract work of the bargaining unit if said sub-contract directly results in loss of position or current salary, laying off, or terminating of bargaining unit members.

8.8 Outside Employees

A. An outside employee is employed to:

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

B. Outside employees shall not:

1. Be represented by this Union or this Agreement.
2. Be entitled to any benefits under this Agreement.
3. Achieve seniority status for time worked in such capacity.
4. Be used in any vacant position for a period of time to exceed the time specified in this Agreement for posting and filling vacancies.
5. Be used in any manner to do bargaining unit work if there are Union members on a layoff.

6. Be used in such a manner as to avoid filling the positions with a bargaining unit member.
 7. Be given preferential treatment as to working hours, working conditions or overtime.
 8. Be used for a period to exceed fifty (50) work days unless extended by mutual agreement.
 9. Be used for temporarily vacant positions prior to the recall of laid off/displaced employees.
- C. An outside employee's experience while working in such capacity for the Employer may be considered up to one (1) year as work experience when the outside employee is an applicant for any posted position with the Employer.
- D. During the co-op students' 10-month school year, there shall be no more than a number of co-op student workers equivalent to 15% of the bargaining unit as of July 1 of the affected fiscal year (rounded up) working no more than forty (40) hours per pay period unless an exception has been approved by the Associate Superintendent of Employee Services or a number of other outside employees equivalent to 10% of the bargaining unit as of July 1 of the affected fiscal year (rounded up) at any one time working for the Employer doing any type of bargaining unit work. During the remaining two (2) months (July and August) there shall be no more than ten (10%) percent outside employees at any one time doing bargaining unit work. Outside employees who fill vacancies created by employees on a fifteen (15) work day trial period will not be considered part of the percentage of outside employees.
- E. Exceptions to the above shall be mutually agreed to by the Union and the Employer.

8.9 Rehired Employees

Employees who are rehired within sixty (60) work days of termination shall be hired at their seniority at the time of termination, and at the current benefit level. After a sixty (60) work day period, rehired employees will be treated as new employees in all aspects including benefits.

8.10 Reclassifications

Requests for changes in classification may be made by bargaining unit members pursuant to the applicable standard practice.

In addition, employees must pass the minimal requirements of the higher classified position.

The Union and the employee shall be notified in writing within three (3) work days of all decisions regarding requests for reclassification. The concerns of the union will be heard and considered at any step of this Reclassification Procedure.

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

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

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

8.11 Job Testing and Qualifications

Every effort will be made to make job qualifications and testing relevant to the position. Tests will be established for all positions and will be available during the testing window period. Sample test items will be available for review.

Employee Services will be responsible for preparing and administering the tests and/or test equipment, in the manner prescribed in Article 8.12. Testing shall be administered to all bargaining unit members in a consistent manner.

8.12 General Testing Procedures

Employee requests to test must be in writing and sent to the Associate Superintendent of Employee Services, or designee. The deadline for receipt of requests for testing will be five (5) work days in advance of the test date. Applicants may request and be tested separately.

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

There will be a minimum of ten (10) work days between the test date and the make-up date. Applicants will be given a testing packet with written instruction sheet, and will be provided with an explanation of procedures to be followed, including time limit on each test. Time will be allotted for questions/answers prior to administering the test.

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

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

The pass rate for tests is 80% accuracy. The typing test pass rate is the required words per minute (wpm) for the position.

Applicants will be notified within 24 hours as to test results (pass/fail only). Upon written request by an employee, a written notice of testing results shall be provided to the

employee. Results will include the overall score as well as how many points out of the total possible points on each section (example: 8 correct out of 10 questions). The notification of results will not include specific information regarding the actual questions nor answers to questions.

Staff who have testing on file for their current position shall be grandparented for purposes of applying for lateral positions for the duration of this contract. Staff must pass any revised test to maintain qualifications and skill level for a different position.

Testing Window Periods

Testing window periods will be in October, and April. In addition, there will be no more than two (2) special testing window periods to qualify for positions posted during the fiscal year. Specific test dates in October and April will be determined by Employee Services no later than July 1 for the upcoming fiscal year and announced no later than August 1 via electronic mail to bargaining unit members with written notice to the union Chairperson(s).

Special Testing Window Periods

Special test window period will be available in the event a position is posted outside the regular testing window period.

Newly Devised Tests

One of the special test windows may be for a newly devised test. The test date and the make-up date will be determined by the employer and announced via electronic mail to bargaining unit members with a written notice to the union Chairperson(s). There will be a minimum of ten (10) work days between the test date and the make-up date.

The employer will consult with the union, regarding content and relevance, on newly devised tests 20 work days prior to implementation.

Clerical Testing

Clerical testing may include the following components:

Spelling

Punctuation/Capitalization

Vocabulary

Filing

Grammar

Applications Software (e.g. spreadsheet, word processing)

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

The clerical pass rate is a minimum of 80% on each of the components.

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

8.13 Test Scores

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

8.14 Evaluations

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

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

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

ARTICLE 9 - HOURS OF WORK AND OVERTIME PAY

9.1 Principle

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

9.2 Work Week

The normal work week shall be Monday through Friday.

9.3 Work Day

Employees' work schedules shall conform on a regular basis to the special needs and circumstances peculiar to the department. Employees are expected to report for duty within the organizational pattern of the department.

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

9.4 Lunch Period and Reliefs

A regular work day shall consist of eight (8) hours including a paid lunch period of one (1) hour and a paid relief period of not more than nor less than one-half (1/2) hour per day, preferably two (2) fifteen-minute periods, one in the morning and one in the afternoon, without interruption from the Employer.

Employees working in temporary or permanent adjusted time and schedule positions pursuant to contract Article 9.9 (B) (C) will receive lunch and relief periods at the rate described above and will receive additional relief for additional time scheduled to work at the rate of 11.25 minutes per hour.

9.5 Overtime

Time and one-half (1-1/2) shall be paid for all work performed before and after the regular work day in excess of eight (8) hours per day and for all work performed on Saturdays which are not a part of the employees regular work schedule.

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

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

If the Executive Director's employees cannot work the overtime being offered, the Associate Superintendent of Employee Services shall make use of the overtime volunteer

list established by the Union posted on the bulletin board in Employee Services. In the event neither of these sources have employees available and qualified to work the overtime, the work may be performed by other qualified employees of the Wayne County RESA in accordance with Article 8.6 or by outside employees.

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

9.6 Days Off with Pay and Sunday Overtime

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

9.7 Cancellation of Work Day

A. When a work day is cancelled by the Employer, the employee shall receive a full day's pay for said day.

B. If the place of employment is open and an employee is not able to report because of Acts of God, the employee shall determine how her/his day will be charged from existing banks as stipulated in Article 12 and 18.7.

9.8 Calendars 2010 - 2013

A. The following days falling within the regular work schedule shall be recognized as days off with pay for all 260 day (12 month) employees.

2010 – 2011:

1	Monday	July 5, 2010	Independence Day
2	Monday	September 6, 2010	Labor Day
3	Thursday	November 25, 2010	Thanksgiving Day
4	Friday	November 26, 2010	Day after Thanksgiving
5	Thursday	December 23, 2010	Winter Break
6	Friday	December 24, 2010	Winter Break
7	Monday	December 27, 2010	Winter Break
8	Tuesday	December 28, 2010	Winter Break
9	Wednesday	December 29, 2010	Winter Break
10	Thursday	December 30, 2010	Winter Break
11	Friday	December 31, 2010	Winter Break
12	Monday	January 17, 2011	Martin L King Day
13	Monday	April 18, 2011	Spring Break
14	Tuesday	April 19, 2011	Spring Break
15	Wednesday	April 20, 2011	Spring Break
16	Thursday	April 21, 2011	Spring Break
17	Friday	April 22, 2011	Spring Break
18	Monday	April 25, 2011	Spring Break
19	Monday	May 30, 2011	Memorial Day

2011-2012:

1	Monday	July 4, 2011	Independence Day
2	Monday	September 5, 2011	Labor Day
3	Thursday	November 24, 2011	Thanksgiving Day
4	Friday	November 25, 2011	Day after Thanksgiving
5	Monday	December 26, 2011	Winter Break
6	Tuesday	December 27, 2011	Winter Break
7	Wednesday	December 28, 2011	Winter Break
8	Thursday	December 29, 2011	Winter Break
9	Friday	December 30, 2011	Winter Break
10	Monday	January 2, 2012	Winter Break
11	Tuesday	January 3, 2012	Winter Break
12	Monday	January 16, 2012	Martin L King Day
13	Friday	April 6, 2012	Spring Break
14	Monday	April 9, 2012	Spring Break
15	Tuesday	April 10, 2012	Spring Break
16	Wednesday	April 11, 2012	Spring Break
17	Thursday	April 12, 2012	Spring Break
18	Friday	April 13, 2012	Spring Break
19	Monday	May 28, 2012	Memorial Day

2012-2013:

1	Wednesday	July 4, 2012	Independence Day
2	Monday	September 3, 2012	Labor Day
3	Thursday	November 22, 2012	Thanksgiving Day
4	Friday	November 23, 2012	Day after Thanksgiving
5	Monday	December 24, 2012	Winter Break
6	Tuesday	December 25, 2012	Winter Break
7	Wednesday	December 26, 2012	Winter Break
8	Thursday	December 27, 2012	Winter Break
9	Friday	December 28, 2012	Winter Break
10	Monday	December 31, 2012	Winter Break
11	Tuesday	January 1, 2013	Winter Break
12	Monday	January 21, 2013	Martin L King Day
13	Friday	March 29, 2013	Spring Break
14	Monday	April 1, 2013	Spring Break
15	Tuesday	April 2, 2013	Spring Break
16	Wednesday	April 3, 2013	Spring Break
17	Thursday	April 4, 2013	Spring Break
18	Friday	April 5, 2013	Spring Break
19	Monday	May 27, 2013	Memorial Day

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

- C. Holidays shall be observed in accordance with legislative action of the State and Federal governments.
- D. Holidays falling on a Saturday or Sunday shall be observed on the Friday preceding or the Monday following.
- E. When any of the holidays set forth above are observed during the employee's regularly scheduled vacation, the employee shall not be required to charge the holiday to vacation.

9.9 Alternative Assignments and Work Schedules

A. Temporary Alternative Assignments

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

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

B. Permanent Adjusted Time and Schedules

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

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

Work performed in excess of forty (40) hours per week under this Article/Section shall be paid at the overtime rate of time and one-half (1 ½) or the employee will adjust her/his time at the rate of time and one-half (1 ½) during the same pay period, at the employee's option. The scheduling of such adjusted time will be by mutual agreement of the employee and the employee's Executive Director or designee.

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

C. Temporary Adjusted Time and Schedules

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

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

Work performed in excess of forty (40) hours per week under this Article shall be paid at the overtime rate of time and one-half (1 ½) or the employee will adjust her/his time at the rate of time and one-half (1 ½) during the same or subsequent pay period, at the employee's option. The scheduling of such time will be by mutual agreement of the employee and the employee's Executive Director or designee.

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

ARTICLE 10 - MEDICAL EXAMINATIONS

10.1 Medical Examinations

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

10.2 Challenge of Medical Reports

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

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

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

ARTICLE 11 - MISCELLANEOUS

11.1 Pay Periods

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

The twelve (12) month contract amount will be paid out in twenty-six (26) equal biweekly amounts during the fiscal year.

By no later than the end of the term of this contract all employees represented by the bargaining unit will receive their pay by direct deposit.

11.2 Bulletin Boards

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

11.3 Use of Wayne RESA Facilities

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

11.4 New Jobs

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

11.5 Mileage

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

11.6 Copies of the Agreement

The Employer agrees to furnish complete copies of the Agreement within thirty (30) work days from date of Union ratification at the rate of one (1) copy for each member. In addition, Employee Services will provide new members with an agreement at time of hire. The Chapter Chairperson(s) shall receive an additional twenty-five (25) copies.

11.7 Health and Safety

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

11.8 Work Rules

When existing rules are changed or new rules are established, they shall be posted prominently on all Union bulletin boards for a period of ten (10) consecutive work days before becoming effective. The Union shall be provided with a copy of such rule changes. Rule changes shall not be in conflict with this Agreement.

11.9 Employee Training/Conferences

Employees wishing to attend conferences, study subjects, or to train in skills that will increase their value to the Employer will receive encouragement and financial assistance as provided in this article.

Courses taken must be related to assigned duties of their current position, or must be courses which would help to qualify the employee for a promotion within Wayne RESA.

The Employer or the employee may request training related to the employee's employment. Only if the request is approved prior to enrollment shall such training be paid by the Employer. Employees shall receive pay and continuance of benefits during such training. Training shall be provided and completed when staff is requested to use new equipment and/or programs. If an employee feels she/he have been denied adequate and/or appropriate training, her/his concerns should be discussed with the Associate Superintendent of Employee Services. A Union representative may be present, if requested. The procedure for approval and reimbursement shall be as follows:

- A. The employee will submit written request to her/his Executive Director or designee.
- B. The Executive Director or designee shall seek a decision from the appropriate administrator and notify the employee in writing of the decision within fifteen (15) work days from date of employee request.
- C. Upon successful completion of training, the employee shall be reimbursed for tuition. Reimbursement for tuition is limited to no more than \$2,000 in any given fiscal year and shall not exceed \$8,000 for any individual employee.

11.10 Executive Director or Designee of Duties

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

11.11 Work Locations

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

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

11.12 Board Meetings

The Chapter Chairperson(s) or designee shall be granted paid release time from their regular work schedule to attend the Board of Education meetings of the Employer.

Designee will only be granted paid release time from her/his regular work schedule if the Union notified the Employer of the identity of the designee at least five (5) work days in advance of the meeting.

ARTICLE 12 – VACATIONS

- 12.1 Vacations shall be scheduled subject to the approval of the Executive Director or designee and may be taken in consecutive periods or may be split with the approval of the Executive Director or designee.
- 12.2 Vacations will be earned at the following rate beginning at the month of hire for all 260 day program employees.

Years	Months *	Hours per pay	Annual Hours	Annual Days
1	0-12	4.62	120	15
2	13-24	4.92	128	16
3	25-36	5.23	136	17
4	37-48	5.54	144	18
5	49-60	5.85	152	19
6	61-72	6.15	160	20 **
7	73-84	6.46	168	21
8	85-96	6.77	176	22
9	97-108	7.08	184	23
10	109-120	7.38	192	24
11	121-132	7.69	200	25
12	133-144	8.00	208	26
13	145-156	8.31	216	27
14	157-168	8.62	224	28
15	169-180	8.92	232	29
16	181 +	9.23	240	30

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

** Employees hired after July 1, 2010 will earn a maximum of 20 vacation days.

Vacation will be taken at times when employee would otherwise be scheduled to work.

12.3 Pay During Vacation

Employees may be mailed their regular paycheck for any regular pay period which may fall during their vacation, provided the employee makes written request to the Payroll Department. Employees will be paid their current rate for the regular work day for the period of their vacation and will continue to receive credit for any benefits provided for in this Agreement during the period of the vacation. The check(s) shall be mailed at the Employer's expense.

12.4 Vacation Pay Upon Layoff, Retirement or Discharge

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

12.5 Vacation Accrual Time Limit

Vacation days accrued in excess of 384 hours will be converted to sick leave days.

12.6 Donation of Vacation Days

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

Submit, in writing, whenever possible, at least ten (10) work days before going off payroll, a request for the donation of a specific number of vacation days from other members of the bargaining unit, to the AFSCME 1882, Wayne RESA Chapter Chairperson(s) who will forward it to the Associate Superintendent of Employee Services for review and consideration. The request must include a statement from the attending health care provider, and an explanation of the reason(s) the request should be considered.

The Associate Superintendent of Employee Services, or designee, will review the request and, if approved, will, in writing, solicit donation of vacation days in increments of whole days from members of the bargaining unit. All vacation days donated will be added to the applicant employee's vacation bank for use only during the specified period of disability. All donated days which are unused during the specified period of disability will be returned to the donor(s).

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

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

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

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

Refer to Appendix F for Donation of Vacation Days form.

12.7 Vacation Conversion

For employees hired before July 1, 2010, beginning the year after an employee has reached step 10 of the pay grade or a minimum of 10 years of service; or for employees hired after July 1, 2010, beginning the year after an employee has reached step 8 of the pay grade or a minimum of 10 years of service she/he may, at her/his option, cash in up to five (5) vacation days at 90% of their per diem rate at the end of each fiscal year. These days must be available in the employee's vacation bank as of June 30th. Employees shall exercise their option for conversion of vacation days on or before June 30th of each year. Payment will be made in July.

ARTICLE 13 - VETERAN'S PREFERENCE

13.1 Veteran's Preference

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

13.2 Pay During Military Duty

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

ARTICLE 14 - BENEFITS

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

14.2 Life Insurance

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

14.3 Short Term Disability

The employer shall administer a voluntary, employee-paid, short-term disability plan.

14.4 Long Term Disability Insurance

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

14.5 Medical Coverage

A. The employer shall provide the following medical coverage:

Employees may elect PPO Option (Aetna or other coverage equivalent to Community Blue 2 PPO plus riders) or the HMO option (Health Alliance Plan or equivalent coverage). Coverage for either option shall be single, 2-person, or full family as appropriate to the employee's situation. See Appendix H for the Benefits-at-a Glance.

B. Shared Premiums

For either medical plan option, employees will contribute a percentage of their gross annual salary towards the cost of their health care at the rate of 0.75% single, 1.00% 2-person, or 1.25% full-family. This contribution will be made through payroll deduction spread equally over the pay periods for each fiscal year. This contribution can be paid pre-tax by designating the funds through the Employer's section 125 Cafeteria Plan.

C. Co-pays and Deductibles

Employees electing the PPO option will:

1. Services may involve co-pays as described in Appendix H.
2. Have annual deductibles of \$100 per person with a maximum of \$200 for two person or family coverage. Employees will be responsible for meeting these deductibles, if required by the provider, when receiving medical services and submitting receipts/bills to the designated third-party administrator for reimbursement. The insurance shall apply to the individual employee,

married, head of household, or full-family plan, as the employee may select. The Union will be made aware of any changes initiated by the carrier regarding current coverage.

- D. Employees who provide satisfactory proof to the Employer of other health insurance coverage may opt out of the medical coverage provided by the Employer once a year on a date to be determined by the Employer. Employees will be notified of the date to opt out.

Employees who waive the Employer-provided medical coverage may not re-enroll in the Employer provided medical coverage until an open enrollment period, except that an employee who submits satisfactory proof that her/his coverage through another source has been terminated may be permitted to re-enroll.

Employees who opt out will receive, in equal installments, in their regular pay, a sum equal to 25% of the applicable COBRA amount for the PPO option.

14.6 Prescription Drug Coverage

Employees electing medical coverage will have prescription drug coverage with a \$10.00 generic, \$20.00 name brand (formulary), and \$40.00 name brand (non-formulary) co-pay for each prescription, and with a one co-pay provision for mail-order prescription drug service (1-MOPD), which can generally be used to fill maintenance drug prescriptions up to a 90 day supply. "Prescriber Dispense As Written" (Prescriber D.A.W.) prescriptions will be subject to the \$20.00 co-pay. When the actual cost of the drug is less than the applicable co-pay amount, the employee will pay the actual cost.

14.7 Flexible Spending Accounts

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

The maximum amount an employee may elect for a Medical Reimbursement Plan is \$5,000. The maximum amount for the Dependent Care Assistance Plan is \$2,400 per dependent. Medical Reimbursement Plan funds may be used to cover deductibles, co-pays for medical services and prescription drugs, and other approved medical expenses pursuant to IRS guidelines. Although employee pre-tax dollars are used to fund the FSA, unused funds revert to the employer at the end of the fiscal year pursuant to IRS guidelines.

Participating employees terminating employment prior to June 30 of any year must have reimbursed the employer for the actual amount of all expenses charged to the FSA in excess of the amount paid in by the employee. Contributions made in excess of actual FSA expenses cannot be refunded to the employee.

14.8 Dental Insurance

Full family Class I benefit (routine treatment), 80% paid by insurer, 20% by employee. Class II (major treatment), 60% by insurer, 40% by employee. Class III (orthodontics), 60% by insurer, 40% by employee. Annual maximum for Class I and II, one thousand dollars (\$1,000). Class III (Maximum lifetime per person), one thousand two hundred dollars (\$1,200). Two employees married to each other are subject to the full family Class I and Class II annual maximum and may not maintain dual insurance coverage.

14.9 Optical Insurance/Audiological Reimbursement

The Employer will continue to provide, at no cost to the employee, up to one hundred fifty dollars (\$150) per year per employee and up to one hundred fifty dollars (\$150) per year per employee dependent(s) in reimbursement for optical and/or hearing expenses. Beginning July 1, 1999, each year's unspent balance may be carried forward into the next year up to a cumulative maximum amount of four hundred fifty dollars (\$450) per employee and four hundred fifty dollars (\$450) per employee dependent(s). Two employees married to each other are subject to the full family annual maximum and are not eligible for dual reimbursement.

14.10 Supplemental Life Insurance

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

14.11 Coverage During Leaves

An employee on leave shall be covered by all Employer-paid insurance protection for a period of sixty (60) work days. For leave exceeding sixty (60) work days, such person may continue her/his coverage at group rates payable to the Employer in advance quarterly at her/his own expense for the duration of the leave.

14.12 General Provisions

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

ARTICLE 15 - RETIREMENT

15.1 Retirement

- A. The Employer and Union agree to abide by the applicable law regarding compulsory retirement.
- B. The Employer shall pay all premiums due under the Michigan Public School Employees Retirement Act; however, an employee shall be responsible for all Member Investment Plan payments as required by law.

ARTICLE 16 - WORKERS' COMPENSATION

16.1 Job-Related Injuries

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

16.2 Job Injury

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

ARTICLE 17 - SEVERANCE PAY – CONTINUANCE OF BENEFITS

- 17.1 Severance pay shall be an amount equal to one hundred percent (100%) of the employee's earned vacation.
- 17.2 All employees shall receive 12-month coverage of all insurance programs through the end of the month in which severance occurs.
- 17.3 All employees severing employment shall receive an itemized statement with their final paycheck explaining earnings and deductions.

**ARTICLE 18 - LEAVE OF ABSENCE, SICK AND EMERGENCY LEAVES,
AND OTHER LEAVES**

18.1 Personal Leave of Absence

- A. The Employer may grant a personal leave of absence, for a good cause, without pay, to any full-time employee who has been employed for a minimum of three (3) years for personal leave, for a period not exceeding one (1) year. Employee's seniority shall be frozen for one (1) year while on a personal leave of absence. Upon approval of the Employer, employees may extend their leave of absence for a good cause and their seniority will remain frozen.
- B. Positions of employees on personal leave of absence may be filled with outside employees during the time of leave, not to exceed sixty (60) work days.
- C. Employees returning from a personal leave of absence shall immediately be assigned the same position and work location, if the leave has not exceeded sixty (60) work days. After such time, the employee will be assigned to the same classification but not necessarily the same location.
- D. The position may be posted and filled after sixty (60) work days.
- E. The employee shall notify the Employer in writing ten (10) work days in advance of intent to return to work.

18.2 Medical Leave of Absence Including Maternity

- A. The Employer shall grant a medical leave of absence without pay and without loss of seniority to any full-time employee who has been employed for a minimum of one (1) year upon written statement from a physician. A medical leave shall be for the duration of disability only.
- B. The employee shall notify the Employer in writing ten (10) work days in advance of intent to return to work. A physician's written release must be submitted prior to return to work.
- C. Positions of employees on a medical leave of absence may be filled with outside employees during the time of leave, not to exceed sixty (60) work days.
- D. The position may be posted and filled after sixty (60) work days.
- E. Employees returning from a medical leave of absence shall immediately be assigned the same position and work location, if the leave has not exceeded sixty (60) work days. After such time, the employee will be assigned to the same classification but not necessarily in the same location up to a period not to exceed 29 months with first consideration for an open position based on seniority for up to a total of 4 years including the leave period.
- F. A medical leave shall be renewable at the written request of the employee accompanied by a physician's statement.

18.3 Leave for Union Office

- A. The Employer shall grant a leave of absence without pay for a period not to exceed one (1) year, or the term of office, whichever may be less, to any member of the Union to serve in a full-time elected Union office. Renewal will be considered on an annual basis upon request from the Union. Employee's seniority shall be frozen while on a leave for Union office.
- B. Positions of employees on a leave for Union office may be filled with outside employees during the time of leave, not to exceed sixty (60) work days.
- C. Employees returning from a leave from Union office shall immediately be assigned the same position and work location, if the leave has not exceeded sixty (60) work days. After such time, the employee will be assigned to the same classification but not necessarily in the same location.
- D. The position may be posted and filled after sixty (60) work days.
- E. Paid leave for one elected delegate to the Biennial National Union Convention will be granted for a maximum of five (5) work days upon ten (10) work days written advance notice.

18.4 Child Care Leave

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

18.5 Sick Leave

- A. Employees shall be granted a bank of sick days as follows:
 - 1. 12 -month employees – 12 sick days granted at the beginning of the fiscal year.
 - 2. New hires shall be granted one (1) day per month for each month remaining in either the fiscal year or school year.
- B. Sick leave days are to be used solely and exclusively for illness of the employee and/or member of her/his immediate family, when the employee is responsible for the care of that member of the family (a mother or father caring for a sick child). Sick leave shall be earned at the rate of one (1) day per month. Accumulation shall be unlimited.
- C. Pay for sick days used but not earned shall be withheld from the final paycheck upon severance of an employee.
- D. In the event an employee experiences a serious non-work related injury or illness and is hospitalized or confined to home under the direction of a licensed medical doctor and the employee's sick leave bank is exhausted, the employee will be granted, subject to the approval of the Associate Superintendent of Employee Services, up to ten (10) additional sick leave days for continuous and consecutive days of absence which are a result of the serious non-work related illness or injury. In the event the employee suffers a relapse of the same or directly related illness or injury, no more than ten (10) additional sick leave days will be provided for any one illness or injury occurring during the course of the fiscal year in which the additional sick leave days were initially

provided. The written request for the additional sick leave days must be accompanied by a written statement from a licensed medical doctor.

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

Employees shall provide the Associate Superintendent of Employee Services a physician's release prior to returning to work following usage of additional sick leave days.

18.6 Funeral Leave

- A. Absence for funeral leave shall be the minimum time necessary taking into consideration distance and other obligations.
- B. All employees shall be entitled to absence with pay and without charge to sick, vacation, or personal leave days for a death in the immediate family of the employee and/or spouse for a period not exceeding five (5) work days (spouse, children, parents, foster parents, grandchildren, grandparents, brothers, sisters and any other person for whose financial or physical care the employee is primarily responsible).
- C. One (1) day, chargeable to vacation, sick leave or personal business may be used to attend funerals for other individuals.
- D. A funeral leave covering other circumstances may be approved by the employer.

18.7 Personal Leave Days

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

18.8 Jury and Court Leave

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

18.9 Family Medical Leave Act

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

ARTICLE 19 - SUPPLEMENTAL AGREEMENTS

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

ARTICLE 20 – SALARIES

20.1 Application of Salary Provisions

The following salary provisions shall be in effect on July 1, 2010.

- A. Effective July 1, 2010, 0% (zero percent) will be added to each step of the 2009-2010 salary schedule and shall become part of the 2010-2011 salary schedule.
- B. Effective July 1, 2011, 0% (zero percent) will be added to each step of the 2010-2011 salary schedule and shall become part of the 2011-2012 salary schedule.
- C. Effective July 1, 2012, 0% (zero percent) will be added to each step of the 2011-2012 salary schedule and shall become part of the 2012-2013 salary schedule. The Employer and the Union agree to enter into a wage reopener discussion beginning no earlier than May 1, 2012 for the purpose of determining whether the agency's finances will permit a salary increase for the final year of this contract.
- D. During the term of this Agreement, all employees, including new hires, hired before January 1 of a given year shall receive an increment on July 1 of that year.
- E. All calculations for annual rates shall be rounded to the nearest dollar.
- F. All new employees shall receive the minimum salary established for their classification as stated in Article 20.6. New employees shall be hired at the first Step of the appropriate grade.
- G. Employees who retire between July 1, through the date of ratification shall be paid retroactively.
- H. Employees hired prior to July 1, 2010 shall be paid on steps 3 through 10 of the salary schedule with step 3 corresponding to the employees 1st year of employment and step 10 corresponding to the employees 8th year of employment. Employees hired after July 1, 2010 shall be paid on steps 1 through 8 of the salary schedule.

20.2 Placement Procedures

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

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

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

- A. Employees who accept a position in a lower grade shall be placed on the next lowest Step in her/his current grade.

B. The employee will then be placed in the new classification/grade, which reflects a decrease in pay.

1882 Schedule – 2010-2011 through 2012-2013*

Grade Step	Annual	Bi-Weekly	Daily	Hourly
Grade 6				
1	34,691	1,224.27	133.43	16.68
2	36,321	1,396.96	139.70	17.46
3	38,028	1,462.62	146.26	18.28
4	39,815	1,531.35	153.14	19.14
5	41,601	1,600.04	160.00	20.00
6	43,385	1,668.65	166.87	20.86
7	45,170	1,737.31	173.73	21.72
8	46,947	1,805.65	180.57	22.57
9	48,766	1,875.62	187.56	23.45
10	50,582	1,945.46	194.55	24.32
Grade 7				
1	37,065	1,425.58	142.56	17.82
2	38,807	1,492.58	149.26	18.66
3	40,631	1,562.73	156.27	19.53
4	42,543	1,636.27	163.63	20.45
5	44,457	1,709.88	170.99	21.37
6	46,365	1,783.27	178.33	22.29
7	48,279	1,856.88	185.69	23.21
8	50,136	1,928.31	192.83	24.10
9	52,084	2,003.23	200.32	25.04
10	54,032	2,078.15	207.82	25.98
Grade 8				
1	39,614	1,523.62	152.36	19.05
2	41,475	1,595.19	159.52	19.94
3	43,425	1,670.19	167.02	20.88
4	45,467	1,748.73	174.87	21.86
5	47,516	1,827.54	182.75	22.84
6	49,571	1,906.58	190.66	23.83
7	51,483	1,980.12	198.01	24.75
8	53,664	2,064.00	206.40	25.80
9	55,742	2,143.92	214.39	26.80
10	57,819	2,223.81	222.38	27.80

- The salary schedule for the 2012-2013 fiscal year may change subject to section 20.1C

ARTICLE 21 - DURATION OF AGREEMENT AND SEVERABILITY

21.1 Duration

This contract shall extend from July 1, 2010, to June 30, 2013.

21.2 Severability

The contract may be terminated by either party after June 30, 2013 with a ten (10) day written notice sent by registered mail.

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

ARTICLE 22 - MAILING ADDRESS FOR NOTICES

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

Michigan Council 25
American Federation of State, County and Municipal Employees
AFL-CIO, Local 1882, Wayne RESA Chapter
600 W. Lafayette
Detroit, MI 48226

Wayne County Regional Educational Service Agency
P.O. Box 807
33500 Van Born Road
Wayne, MI 48184-2497

ARTICLE 23 - P.E.O.P.L.E. DEDUCTIONS

The Employer agrees to deduct, biweekly, from the wages of any employee who is a member of this Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality), (AFSCME Political Action Committee), deduction for federal elections as provided for in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the payroll department and to the Union.

ARTICLE 24 - RATIFICATION

The Union agrees to submit this Agreement to the Members of the Union covered by this Agreement for ratification by them on or before July 20, 2010 and the Council 25 representative and its Local 1882, Wayne RESA Chapter Officers will recommend to the employees that it be ratified.

The signatures below indicate Agreement by the parties: _____

FOR THE UNION:	FOR THE EMPLOYER:
<u>Jennifer Clark</u> 7/16/10 Jennifer Clark Date	<u>Steven Ezikian</u> 7-16-2010 Steven Ezikian Date
<u>Sandra Ellis</u> 7/16/10 Sandra Ellis Date	<u>Cheryl Garbrell</u> 7-15-10 Cheryl Garbrell Date
<u>Lois Miller</u> 7/16/10 Lois Miller Date	<u>Christopher Wigent</u> 7/15/10 Christopher Wigent, Superintendent Date
<u>Christopher Mulka</u> 7-16-10 Christopher Mulka Date	
<u>Suzanne Reaume</u> 7-16-10 Suzanne Reaume Date	
<u>Leanne Smith</u> 7/16/10 Leanne Smith Date	
<u>Traci Springer</u> 7/16/10 Traci Springer Date	
<u>Danny Cfaig</u> _____ Danny Cfaig (AFSCME Representative) Date	

Approved by Union Membership: July 21, 2010

Approved by RESA Board: July 21, 2010

APPENDIX A – DEFINITIONS

1. “Fiscal Year” shall be defined as July 1 through June 30 of any year.
2. “Administrator” for the purpose of this agreement, means Superintendent, Associate Superintendent, Executive Director, or Manager.
3. “Executive Director or designee” is the person(s) responsible for the supervision of her/his department and all staff assigned to it.
4. “Employee” means a person who works not less than sixty (60) hours in a bi-weekly period.
5. An “outside employee” means substitute, non-union part-time, temporary, floating, contracted services or co-op employee.
6. “New Position” means a position which formerly did not exist.
7. “Vacancy” means an opening in an existing position.
8. “Days” shall mean work days unless otherwise specified.
9. “Layoff” means reduction in staff due to economic, re-organizational or reduction in workload reasons.
10. “Chief Steward” means Chairperson(s) or Designee.
11. “Voluntary Layoff” means an election by a bargaining unit member, who is more senior than the least senior bargaining unit member in the bargaining unit, to accept layoff from employment when a reduction in force is necessitated.
12. “Involuntary Layoff” means the layoff of the least senior bargaining unit member when a reduction in force is necessitated.
13. The Education Center and Annex are considered one building for the purposes addressed in this contract.
14. “Temporarily Vacant” means a position that is vacant during a period of time in which the position cannot be posted.
15. Conditional Vacancy per Article 8.3

APPENDIX B – SAMPLE POSTING



Position Opening

Original Vacancy _____
Subsequent Vacancy _____
Final Vacancy _____

POSITION: Secretary

EXECUTIVE DIRECTOR OR DESIGNEE: (Title)

LOCATION: Wayne RESA
(Department)
33500 Van Born Road
Wayne, MI 48184

EFFECTIVE: Immediately

QUALIFICATIONS: High School graduate or equivalent
One (1) year of related experience

*TESTING REQUIRED: Typing – minimum of 60 wpm
Clerical Testing (Punctuation/Capitalization; Vocabulary;
Spelling; Filing)

SALARY RANGE: Current 12-Month Local 1882 Wayne RESA Chapter Salary Grade 6

DEADLINE: Applications must be dated and time-stamped in Employee Services
by 3:00 PM, (Day), (Date).

PROCEDURE: Send letter of interest to:

Carol Chafin
Employee Services
33500 Van Born Road
Wayne, MI 48184

* Must have current testing on file.

We Are An Equal Opportunity Employer

APPENDIX C – PROBATIONARY/NEW HIRE EVALUATION FORM

To: _____

From: _____, Executive Director

RE: ____ Twenty (20) Work Day Evaluation
 ____ Twenty-one (21) to Eighty (80) Work Day Evaluation
 ____ One-hundred Twenty (120) Work Day Evaluation

A probationary evaluation is designed to focus on job duties and responsibilities. This process provides a mechanism for feedback and communication between the employee and the Executive Director or designee. It is intended to encourage personal growth and skill development as part of a collective effort toward continuous improvement.

1) Work Place Conduct

Level 1 UNSATISFACTORY	Level 2 SATISFACTORY
<ul style="list-style-type: none"> ❖ Antagonizes and/or disrupts others. ❖ Is rude and has difficulty in getting along with others. ❖ Does not comply when given directives. ❖ Lacks self-control in difficult situations. 	<ul style="list-style-type: none"> ❖ Is cooperative and works in harmony with others. ❖ Shows a pleasant disposition. ❖ Responds to questions and requests. ❖ Maintains self-control in difficult situations.

- Unsatisfactory**
- Satisfactory**

Comments: Area(s) for Growth:

2) **Teamwork**

Level 1 UNSATISFACTORY	Level 2 SATISFACTORY
<ul style="list-style-type: none"> ❖ Resists supporting the group effort. ❖ Fails to complete tasks and/or assignments ❖ Blocks group consensus during problem-solving. 	<ul style="list-style-type: none"> ❖ Supports the group effort. ❖ Dependable and completes tasks and/or assignments. ❖ Works toward group consensus during problem-solving.

Unsatisfactory

Satisfactory

<p>Comments:</p> <p>Area(s) for Growth:</p>
--

3) **Reliability/Dependability**

Level 1 UNSATISFACTORY	Level 2 SATISFACTORY
<ul style="list-style-type: none"> ❖ Gives up easily and/or avoids difficult tasks. ❖ Does not complete daily assignments. ❖ Disrespects work time: i.e., late to work/meetings, abuses sick day leave, extends lunch, goes off payroll. 	<ul style="list-style-type: none"> ❖ Demonstrates a commitment to completing difficult tasks. ❖ Completes daily assignments. ❖ Respects work time.

Unsatisfactory

Satisfactory

<p>Comments:</p> <p>Area(s) for Growth:</p>
--

4) Quality of Work

Level 1 UNSATISFACTORY	Level 2 SATISFACTORY
<ul style="list-style-type: none"> ❖ Lacks organizational skills. ❖ Does not proofread work to catch grammatical and spelling errors. ❖ Neglects to follow operational procedures. ❖ Lacks technological skills. 	<ul style="list-style-type: none"> ❖ Organizational skills contribute to efficient operation of office. ❖ Proofreads final products for errors of content, grammar and spelling. ❖ Understands and follows operational procedures. ❖ Is technologically literate and participates in ongoing training opportunities.

- Unsatisfactory**
 Satisfactory

Comments:

Area(s) for Growth:

The overall evaluation for the _____ period is:

- Satisfactory** **Unsatisfactory**

Executive Director or designee Summary Comments:

Executive Director or designee Signature: _____ **Date:** _____

***Employee Signature:** _____ **Date:** _____

***Signature does not necessarily mean agreement with the evaluation. It does mean it was discussed by the evaluator and the person evaluated.**

APPENDIX D - EMPLOYEE PERFORMANCE EVALUATION



Employee Performance Evaluation

Philosophy

The purpose of the evaluation process is to enhance and/or improve the level of job performance and communication between the employee and the Executive Director/designee.

Timelines

All employees will be formally evaluated every two (2) years by June 30 of the evaluation year. Probationary employees will be evaluated pursuant to the timelines in Article 8.14. Transferring employees will be evaluated according to Article 8.3.

Process

Evaluation Sequence:

- 1) The Executive Director/designee gives the evaluation form to the employee for completion at least 20 work days before June 30 of the year in which an evaluation is due.
- 2) The employee does a self-assessment and completes the evaluation form within ten (10) work days of receipt.
- 3) The Executive Director/designee completes a separate evaluation of the employee, using the same form, within ten (10) days of distribution.
- 4) A conference is scheduled for the director/designee and employee to meet, exchange and discuss the two evaluations. Based on common and contrasting assessments placed on the two individual evaluation forms, the work year is reviewed and goals are set for performance enhancement.
- 5) The Executive Director/designee writes a final evaluation and reviews it with the employee. If necessary, a subsequent meeting(s) may be scheduled.
- 6) The employee signs the final evaluation form, and may add comments, if desired.
- 7) The Executive Director/designee also signs the final evaluation form.
- 8) The Executive Director/designee retains one copy, gives one to the employee, and sends one copy to Employee Services.
- 9) Final Evaluations become part of the employee's Personnel File.



Employee Performance Evaluation Form

Procedural Record

Employee’s Full Name: _____ Telephone Ext. _____

Job Title: _____ Department Assigned: _____

Date Self-Evaluation Form delivered: _____

Conference date to Exchange and Discuss Evaluations: _____

Conference date to Review Final Evaluation : _____

Additional Conference date (if necessary): _____

Date Final Evaluation Signatures Affixed (Employee and Director/Designee): _____

Check whether Additional Comments are appended: _____ YES _____ NO



Instructions - The Evaluation Rating Scale consists of three broad “Levels” or categories ranging from low to high:

Level 1 = Unsatisfactory **Level 2** = Proficient **Level 3** = Exemplary

The employee and director/designee independently complete the same evaluation form. The employee conducts a self-appraisal to complete what she/he thinks reflects the performance in a given category. Read each category separately and note the definition. Insert the appropriate “Level” on the line next to the word “RATING.” Record your reasons for the rating in the section marked, “EXPLANATION.”

EVALUATION RATING SCALE

The Evaluation Rating Scale includes the following three levels:

Level 1 – Unsatisfactory

Work is unsatisfactory and requires intense follow-up and improvement based on the discussed, written individualized plan.

Level 2 – Proficient

Satisfactorily completes position requirements. Expected high quality of performance most often achieved, and sometimes surpassed.

Level 3 – Exemplary

Consistently exceeds all position requirements and expectations.

A. Work Place Conduct

Level 1 UNSATISFACTORY	Level 2 PROFICIENT	Level 3 EXEMPLARY
<ul style="list-style-type: none"> ❖ Antagonizes and/or disrupts others. ❖ Is rude and has difficulty in getting along with others. ❖ Does not comply when given directives. ❖ Lacks self-control in difficult situations. 	<ul style="list-style-type: none"> ❖ Is cooperative and works in harmony with others. ❖ Shows a pleasant disposition. ❖ Responds to questions and requests. ❖ Maintains self-control in difficult situations. 	<ul style="list-style-type: none"> ❖ Models cooperative behavior and works in harmony with others. ❖ Consistently displays a pleasant disposition. ❖ Always responds to questions and requests providing additional resources/information. ❖ Models self-control and responds efficiently and effectively.

RATING _____ (Work Place Conduct)

EXPLANATION _____

GROWTH PLAN

B. Teamwork

Level 1 UNSATISFACTORY	Level 2 PROFICIENT	Level 3 EXEMPLARY
<ul style="list-style-type: none"> ❖ Resists supporting the group effort. ❖ Fails to complete tasks and/or assignments ❖ Blocks group consensus during problem-solving. along with others. 	<ul style="list-style-type: none"> ❖ Supports the group effort. ❖ Dependable and completes tasks and/or assignments. ❖ Works toward group consensus during problem-solving. 	<ul style="list-style-type: none"> ❖ Initiates and organizes group effort. ❖ Provides leadership, resources and support for tasks and/or assignments. ❖ Facilitates consensus building while encouraging others' viewpoints.

RATING _____ (Teamwork)

EXPLANATION _____

GROWTH PLAN

C. Reliability/Dependability

Level 1 UNSATISFACTORY	Level 2 PROFICIENT	Level 3 EXEMPLARY
<ul style="list-style-type: none"> ❖ Gives up easily and/or avoids difficult tasks. ❖ Does not complete daily assignments. ❖ Disrespects work time: i.e., late to work/meetings, abuses sick day leave, extends lunch, goes off payroll. 	<ul style="list-style-type: none"> ❖ Demonstrates a commitment to completing difficult tasks. ❖ Completes daily assignments. ❖ Respects work time. 	<ul style="list-style-type: none"> ❖ Demonstrates a commitment to completing difficult tasks and utilizes creative solutions. ❖ Completes daily assignments and explores other work-related challenges. ❖ Respects work time. Demonstrates pride in job with a willingness to go beyond normal work day.

RATING _____ (Reliability/Dependability)

EXPLANATION _____

GROWTH PLAN

D. Quality of Work

Level 1 UNSATISFACTORY	Level 2 PROFICIENT	Level 3 EXEMPLARY
<ul style="list-style-type: none"> ❖ Lacks organizational skills. ❖ Does not proofread work to catch grammatical and spelling errors. ❖ Neglects to follow operational procedures. ❖ Lacks technological skills. 	<ul style="list-style-type: none"> ❖ Organizational skills contribute to efficient operation of the office. ❖ Proofreads final products for errors of content, grammar and spelling. ❖ Understands and follows operational procedures. ❖ Is technologically literate and participates in ongoing training opportunities. 	<ul style="list-style-type: none"> ❖ Exceptional organizational skills and coaches co-workers to increase office efficiency. ❖ Produces work that is virtually error-free in content, punctuation and spelling. ❖ Applies operational procedures and strives to improve the process. ❖ Is technologically literate, coaches others and applies new technological skills.

RATING _____ (Quality of Work)

EXPLANATION _____

GROWTH PLAN

Additional Employee Comments:

The Following Factors Enhance/Inhibit My Job Effectiveness:

Verification and Sign-Off on Employee Performance Evaluation Form

Employee Print Name: _____

****Employee Signature:** _____

Date: _____

Director/Designee Print Name: _____

Director/Designee Signature: _____

Date: _____

** Signature does not necessarily mean agreement with the evaluation. It does mean it was discussed by the evaluator and the person evaluated.

APPENDIX E - GRIEVANCE FORM

GRIEVANCE
AFSCME Local 1882
Wayne RESA Chapter

No. _____

Date Filed: _____

Employee Name:

Date of Hire:

Classification:

Location:

Contract Violation:

The Union Contends:

Oral Discussion with:

Settlement Desired:

Nature of Grievance

State of Grievance:

Grievant's Signature _____ Date: _____

Union Rep. Signature _____ Date: _____

Received by: _____ Date: _____

APPENDIX F – DONATION OF VACATION DAYS FORM

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

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

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

_____ for use only during the disability period of
(Employee Name-Please Print)

_____ through _____ .
(Date Commencing) (Date Ending)

Employee Signature/Date

Confirmation of Donation

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

bank of earned vacation days on _____ and were given
(Date)

to _____ for use during the disability period of
(Employee's Name)

_____ through _____ .
(Date Commenced) (Date Ended)

Signature: Associate Superintendent of Administrative
and Financial Services or designee

Date

APPENDIX G – FURLOUGH DAYS

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

G.1 Definition of Furlough Day

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

G.2 Declaration of Furlough Days

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

G.2.1 Board Action

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

G.2.2 Annual Maximum

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

G.2.3 Mechanism

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

G.2.3.2 Annual Contract Amount Adjustment

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

APPENDIX H BENEFITS-AT-A-GLANCE



Health Alliance Plan of Michigan
Health Maintenance Organization (HMO) Plan
Summary of Benefits

Health Care Services	Coverage	Limitations*
Benefit Period, Annual Deductible, and Annual Co-Insurance Maximum:		
Benefit Period	Calendar Year	
Annual Deductible	None	
Co-Insurance (amount member pays)	None	
Annual Co-Insurance Maximum	NA	
Preventive Services:		
Preventive Office Visit	Covered	
Well Baby Office Visit	Covered	Covered up to 24 months
Immunizations	Covered	
Related Laboratory and Radiology Services	Covered	
Pap Smears and Mammograms	Covered	
Outpatient & Physician Services:		
Personal Care Physician Office Visit	Covered	
Specialty Physician Office Visit	Covered	
Gynecology Office Visit	Covered	
Audiology Office Visit	Covered	
Eye Exam Office Visit	Covered	
Allergy Treatment and Injections	Covered	
Laboratory and Radiology Services	Covered	
Dialysis	Covered	
Chemotherapy	Covered	
Radiation Therapy	Covered	
Outpatient Surgery	Covered	
Chiropractic Office Visit and Related Services	Not Covered	
Emergency/Urgent Care:		
Emergency Room Services	Covered	
Urgent Care Facility Services	Covered	
Emergency Ambulance Services	Covered	Emergency transport only
Inpatient Hospital Services:		
Hospital Inpatient Stay in Semi-Private Room, Specialty Units as medically necessary, Physician Services, Surgery, Therapy, Laboratory, Radiology, Hospital Services and Supplies	Covered	
Bariatric Surgery & Related Services	\$1,000 Copy	One procedure per lifetime
Maternity Services:		
Initial Prenatal Office Visit	Covered	
Subsequent Prenatal and Postnatal Office Visits	Covered	
Labor, Delivery and Newborn Care	Covered	
Mental Health:		
Inpatient Services	Covered	
Outpatient Services	Covered	
Chemical Dependency:		
Inpatient Services	Covered	
Outpatient Services	Covered	
Other Services:		
Home Health Care	Covered	Does not include PT/OT/ST. See PT/OT/ST Coverage
Hospice Care	Covered	Up to 210 days per lifetime
Skilled Nursing Care	Not Covered	
Durable Medical Equipment, Prosthetic & Orthotics	Not Covered	
Hearing Aid Hardware	Not Covered	
Vision Hardware	Not Covered	
Physical, Occupational, and Speech Therapy (PT/OT/ST)	Covered	Up to 60 combined visits per benefit period - May be rendered at home
Voluntary Sterilizations	Covered	
Voluntary Termination of Pregnancy	Not Covered	
Infertility Services	Covered	Services for diagnosis, counseling, and treatment of anatomical disorders causing infertility in accordance with HAP's benefit, referral and practice policies
Assisted Reproductive Technologies	Covered	One attempt of artificial insemination per lifetime
Pharmacy:		
Generic and Brand	Not Covered	

Rev 01/2014

Benefit Code / Riders: KA2 / 124,125

* Hospital admissions require that HAP be notified within 48 hours of admission. Failure to notify HAP within 48 hours could result in a reduction of benefits, or nonpayment.

* Students away at school are covered for acute illness and injury related services according to HAP criteria. Students away at school are not covered for routine physicals, non-emergency psychiatric care, elective surgeries, obstetrical care, sports medicine and vision care services while at school.

* In cases of conflict between this summary and your HMO Subscriber Contract, the terms and conditions of the HMO Subscriber Contract govern.

SCHEDULE OF BENEFITS:

BENEFITS	IN NETWORK	OUT OF NETWORK
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Preventative Services

Health Maintenance Exam	Covered at 100%, one per calendar year, age 16 - Adult	Not Covered
Annual Gynecological Exam	Covered at 100%, one per calendar year	Not Covered
Pap Smear - Lab Services Only	Covered at 100%, one per calendar year	Not Covered
Well Baby and Child Care Visits	Covered at 100% *6 vsts birth through 1 year *6 vsts 12 months through 23 months *2 vsts, 24 months through 35 months *2 vsts, 36 months through 47 months *1 vst per birth year, 48 months through age 15	Not Covered
Immunizations	Covered at 100%, up through age 15	Not Covered
Fecal Occult Blood Screening	Covered at 100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered at 100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered at 100%, one per calendar year	Not Covered
Chemical Profile	Covered at 100%, one per calendar year	Not Covered
Complete Blood Count	Covered at 100%, one per calendar year	Not Covered
Urinalysis	Covered at 100%, one per calendar year	Not Covered

Mammography Screening

Mammography Screening - one per calendar year, no age limit	Covered at 100%	Covered at 70% after deductible
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Physician Office Services (Must be Medically Necessary)

Office Visits	Covered at 100% after \$10 copay	Covered at 70% after deductible
Outpatient and Home Visits	Covered at 90% after deductible	Covered at 70% after deductible
Office Consultations	Covered at 100%, after \$10 copay	Covered at 70% after deductible
Urgent Care Center	Covered at 100%, after a \$10 copay	Covered at 70% after deductible



SCHEDULE OF BENEFITS:



BENEFITS	IN NETWORK	OUT OF NETWORK
<i>Emergency Medical Care</i>		
Hospital Emergency Room - with approved diagnosis	Covered at 100% after a \$50 copay. Waived if admitted or for an accidental injury.	Covered at 100% after a \$50 copay. Waived if admitted or for an accidental injury.
Ambulance Services - Emergencies and when Medically Necessary and Prescribed by a Physician	Covered at 90% after deductible	Covered at 90% after deductible
<i>Diagnostic Services</i>		
Laboratory and Pathology Tests	Covered at 90% after deductible	Covered at 70% after deductible
Diagnostic Tests and X-rays	Covered at 90% after deductible	Covered at 70% after deductible
Radiation Therapy	Covered at 90% after deductible	Covered at 70% after deductible
<i>Maternity Services Provided by a Physician (includes care provided by a certified nurse midwife)</i>		
Pre-and Post-Natal Care	Covered at 100%	Covered at 70% after deductible
Delivery and Nursery Care	Covered at 90% after deductible	Covered at 70% after deductible
<i>Hospital Care</i>		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies (Unlimited Days)	Covered at 90% after deductible	Covered at 70% after deductible
Inpatient Consultations	Covered at 90% after deductible	Covered at 70% after deductible
Chemotherapy	Covered at 90% after deductible	Covered at 70% after deductible
<i>Alternatives to Hospital Care</i>		
Skilled Nursing Care (up to 365 days per calendar year)	Covered at 90% after deductible	Covered at 90% after deductible
Hospice Care (limited to the lifetime dollar maximum which is adjusted annually by the state)	Covered at 100%	Covered at 100%
Home Health Care (unlimited visits)	Covered at 90% after deductible	Covered at 90% after deductible
Home Infusion Therapy - medically necessary	Covered at 90% after deductible	Covered at 90% after deductible
<i>Surgical Services</i>		
Surgery, including all related surgical services, anesthesia, and surgical assistance	Covered at 90% after deductible	Covered at 70% after deductible
Voluntary Sterilization	Covered at 90% after deductible	Covered at 70% after deductible

BENEFITS	IN NETWORK	OUT OF NETWORK
<i>Human Organ Transplant</i>		
Liver, Heart, Lung, Pancreas, and Heart-Lung (up to One Million Dollar lifetime maximum per transplant)	Covered at 100%	Covered at 100% (designated facilities only)
Bone Marrow	Covered at 90% after deductible	Covered at 70% after deductible
Kidney, Cornea, Skin and Bone Marrow	Covered at 90% after deductible	Covered at 70% after deductible
<i>Mental Health Care and Substance Abuse</i>		
Inpatient Mental Health Care	Covered at 90% after deductible	Covered at 70% after deductible
Inpatient Substance Abuse Care (unlimited days, up to state maximum)	Covered at 90% after deductible	Covered at 70% after deductible
Outpatient Mental Health Care, 50 vsts per year		
* Facility and Clinic	Covered at 90% after deductible	Covered at 70% after deductible
* Physician's Office	Covered at 90% after deductible	Covered at 70% after deductible
Outpatient Substance Abuse Care (up to the state dollar amount which is adjusted annually) (in approved facilities only)	Covered at 90% after deductible	Covered at 70% after deductible
<i>Other Services</i>		
Allergy Testing and Therapy	Covered at 100%	Covered at 70% after deductible
Chiropractic Spinal Manipulation (up to 24 visits per calendar year)	Covered at 100% after \$10 copay	Covered at 70% after deductible
Outpatient Physical, Speech, and Occupational Therapy (up to a combined 60 visits per calendar year)		
Facility and Clinic	Covered at 90% after deductible	Covered at 70% after deductible
Physician's Office - excludes speech and occupational therapy	Covered at 90% after deductible	Covered at 70% after deductible
Durable Medical Equipment	Covered at 90% after deductible	Covered at 90% after deductible
Prosthetic and Orthotic Appliances	Covered at 90% after deductible	Covered at 90% after deductible
Private Duty Nursing	Covered at 70% after deductible	Covered at 70% after deductible



SCHEDULE OF BENEFITS:



BENEFITS	IN NETWORK	OUT OF NETWORK
<i>Deductibles and Copayments</i>		
Deductible (per Calendar Year)	\$100 per member, \$200 per family per calendar year	\$250 per member, \$500 per family per calendar year
Copayments * For Fixed (per service) * For Percent (% of Allowable Charge)	\$10 office visits, \$50 emergency room visits 10% for general services and 30% for private duty nursing	\$50 for emergency room visits 30%
Copayment Dollar Maximums * For Fixed (per service) * For Percent (% of Allowable Charge)	None \$500 for one member, \$1,000 for two or more members each calendar year	None \$1,500 for one member, \$3,000 for two or more members each calendar year

Dollar Maximums: \$5,000,000 (Five Million Dollars) Lifetime maximum for covered services and as noted above for individual services; One Million Dollar (\$1,000,000) lifetime per covered specified human organ transplant type.

The above schedule of benefits is meant only to be an easy-to-read summary; it is not a contract or a summary plan document. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the Plan Description. Payment amounts are based on the Aetna approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

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