

AGREEMENT

BETWEEN THE

WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY

AND

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

AFFILIATED WITH AFT MICHIGAN

AND

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

July 1, 2010 through June 30, 2013

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PREAMBLE

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

PURPOSE AND INTENT

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

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

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ARTICLE 1 RECOGNITION

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

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

Programmers II - Data Processing
Programmers III - Data Processing
Public Information Specialist
Pupil Accounting Specialist
Staff Development Specialist
Supervisor - Print Shop
Supervisor - Transportation
Support Consultants I
Support Consultants I - Data Processing
Support Consultants II
Systems Coordinator-Finance
Technical Resources Assistants
Technician I
Testing Program Consultant
Vocational Supervisor

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

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

1.2 **Additional Positions**

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

Application Programmer
Assistant for Internal Operations
Assistant for Instruction & Family Services
Assistant for Operations – Special Education
Client Server DBA – Systems Programmer
Computer Operators
Consultant – Adult & Community Education
Consultant – Arts Education
Consultant – Assessment

Consultant – Bilingual
Consultant – Campus Media/AV Acquisition
Consultant – Career and Technical Education
Consultant – Connectivity/Network
Consultant – Curriculum Resource
Consultant – Early Childhood Education & Family Services
Consultant – Early Learning/Special Education
Consultant – Education
Consultant – English Language Arts
Consultant – English Second Language (ESL)
Consultant – Finance Applications
Consultant – Food Services
Consultant – Grants and Planning
Consultant – Health and Prevention Services
Consultant – Instructional Technology Development
Consultant – Instructional Television & Video Programming
Consultant – Leader Student Applications
Consultant – Learning Services
Consultant – Library Technical Services
Consultant – Math and Science
Consultant – Media Applications
Consultant – Micro Applications
Consultant – Multi Media Development
Consultant – Payroll/Personnel Applications
Consultant – Reference Services
Consultant – RESA Web
Consultant – School & Community Relations
Consultant – School and Community Relations
Consultant – Social Studies
Consultant – Special Education
Consultant – Student Applications
Consultant – Technology Planning
Consultant – Telecommunications
Consultant – Television Services
Consultant – Testing
Consultant – Transportation
Consultant – Transportation Applications
Consultant – Youth Development
Coordinator – Technical Assistance
Data Technician – Technical Support
DBA Systems Programmer
Field Engineer Technician
Field Engineers
Finance Assistant
Finance Liaison

Fund and Grant Developer
Host System Programmers
Instructional and Family Services Assistant
Instructional Media & Technology Trainer
Instructional Technology Librarian
Internal Audit Office Supervisor
LAB Technicians
LAN System Programmers
LAN Technicians
Leader Field Engineer
Leader Programmer
Microcomputer Specialist – Special Education
Network System Programmer
Network Technician
Purchasing Assistant
Resource Center Technician
Technical Writer
TV Producer Director

1.2.2 Going forward, any WCSSF positions in existence at the time of ratification of this contract or created and posted after July 1, 2007 or during the term of this contract are included as an extension of 1.2.1. Beginning July 1, 2010, any position created and posted will be added to a list which is easily accessible in a secure, electronic format and recognized by the Union and Employer.

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

Confidential Employees
Executive Employees
Positions which supervise positions within this unit
All other employees

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

1.4 Any letter of understanding regarding employment or contract of employment executed between the Board and an individual shall be

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

- 1.5 Work performed by employees shall not be assigned to persons outside the bargaining unit without meeting and consulting with the Union and so long as such assignment of work does not cause the layoff of an employee.
- 1.6 The Employer shall be provided with a list of Union officers and any other Union representatives (such as those representing the Union in the grievance procedure). The Employer shall be notified in writing of changes in these data within ten (10) workdays of such change.
- 1.7 The Union shall be provided with a list of employees and the administrator to whom they report within a reasonable time (not to exceed sixty (60) calendar days) after ratification of this contract. The Union will be notified of any subsequent changes.
- 1.8 The Union may request the Employer to make available to the Union any statistics, records, work schedules, or other information which the Union considers necessary for preparation of bargaining, for implementation of the terms of this Agreement, or for processing grievances arising out of this Agreement. The Employer shall provide such information if it is required by law (including the Public Employment Relations Act and the Michigan Freedom of Information Act), within a reasonable time, usually not to exceed two (2) weeks. The Employer may provide, at its discretion, information beyond that required by law. The Employer specifically reserves its right to not provide information exempted or not required by applicable law or decisions of the Michigan Employment Relations Commission, and its right to require that appropriate consents or releases be executed by affected employees when the Union requests information which may impact on the privacy of an employee.
- 1.9 Employees working less than full-time will receive pro-rated fringe benefits. Employees electing to receive fringe benefits which require a premium will pay their pro-rata share. Such payments will be remitted through payroll deduction.

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ARTICLE 2

SCOPE OF THE AGREEMENT

- 2.1 The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties.
- 2.2 This agreement shall supersede any rules, regulations, or practices inconsistent with its terms unless mutually adjusted in writing by the Employer and the Union. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. Nothing in this paragraph shall affect the continuing validity of any policy or practice adopted by the Board which is consistent with the terms of this agreement.
- 2.3 The Employer shall supply each employee of the bargaining unit with a copy of this agreement within thirty (30) calendar days after its ratification by both parties. Each rehired, reinstated, or transferred employee, who does not have a copy of the agreement, shall be supplied with a copy by the Employer. A copy of this agreement will also be provided to all new employees at the time of signing their payroll deduction forms. The Employer shall supply the Union with up to twenty-five (25) copies of the agreement for the Union's own use.
- 2.4 This agreement is subject in all respects to the laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the Employer, the Union, and employees in the bargaining unit.
- 2.5 In the event that any provisions of this agreement shall at any time be held to be contrary to law by a court with jurisdiction over the parties to this agreement from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. Upon the request of either party, the parties shall meet for the purpose of considering revision of the directly affected provisions only. However, all other provisions of this agreement shall continue in effect and such court determination shall not affect any other portion of this agreement.

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ARTICLE 3

UNION SECURITY / UNION DUES CHECK OFF

- 3.1 The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such members belong to the Union, accept, to the best extent authorized by state law, the following method designed to enable all such members of the bargaining unit to support the efforts of the Union in their behalf:
- 3.1.1 Within thirty (30) calendar days after employment, or the execution of this agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of uniformly required Union dues. The Union representative shall have the responsibility of the authorization card. Employee Services throughout shall notify the Union Treasurer and Union President in writing of new hires and date of employment and location at the time of execution of the staff assignment notice. The same procedure will be followed for the termination of employment.
- 3.1.2 Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the uniformly required Union dues which has been established by the Union. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
- 3.1.3 The Employer agrees to notify all employees in the bargaining unit (employed at the time of execution of the agreement or its extensions or renewals, as well as new hires) of the above stated thirty (30) calendar day period.
- 3.1.4 Failure within the above stated thirty (30) calendar days to deliver the authorization specified in paragraph 3.1.2 above shall constitute a basis for discharge, and the Employer agrees, upon receipt of notification from the Union, that a member of the bargaining unit has failed to execute such authorization and has been notified of such within the specified thirty (30) calendar days, to discharge such employee within five (5) workdays, it being understood between the parties to this agreement that such requirement is a condition of continued employment with the Employer.

- 3.1.5 In the event an employee is dismissed for failure to tender the required authorized amount specified above and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a pre-condition to re-employment.
- 3.1.6 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, the Employer complying with this article.
- 3.2 Upon filing with the Employer the written authorization form for payroll deductions, signed by the employee, the Employer agrees during the term of this agreement and thereafter to deduct uniformly required Union membership dues and service fees as specified in paragraph 3.1.2 above which have been levied in accordance with the Constitution and By-Laws of the Union from the pay of such employee.
- 3.3 Deductions from each paycheck shall be in the amount authorized by this agreement and stipulated by the Union for the term of this agreement, and shall commence with the pay period following the receipt of the authorization form. The employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one (1) week following such deduction, to the Treasurer of the Union.
- 3.4 The Employer shall forward to the Union a list of all employees within the bargaining unit and their assigned locations between September 1 and September 15. The Employee Services Department shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer. Dues check-off (or service fee) cards shall be given to the employee at the time of employment.
- 3.5 Individual authorization forms, when executed, shall be filed by the Union with the Employer. Authorizations, once filed with the Employer shall continue in full force and effect until revoked by the employee in writing, and filed with the Employer. The Union agrees to give written notification to the Employer of the amounts to be deducted under such authorization.
- 3.6 The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Union agrees, in the event that it has

received monies in excess of the authorized deductions, to reimburse the employee in the amount of the demonstrated excess.

- 3.7 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, the Employer complying with this article.

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ARTICLE 4 SENIORITY

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

4.5 Employees shall lose their seniority and their seniority shall be terminated if they:

- a. resign or quit;
- b. are discharged or terminated;
- c. are laid off for a period of two years;
- d. retire;
- e. do not return to work within the time limits of a leave of absence or an extended leave of absence.

4.6 New employees shall be considered probationary employees for the first twelve (12) months of their regular full-time employment. The twelve (12) month period may be extended for an additional six (6) month period by mutual agreement between the Employer and the Union. When an employee completes the probationary period, he or she shall be entered on the seniority list, with seniority date retroactive to the last date of hire in a regular full-time position at the Agency. The discharge of any probationary employees shall be non-grievable.

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

ARTICLE 5 PERSONNEL PRACTICES

5.1 Fair Employment Practices

5.1.1 This agreement shall be applied uniformly to all employees within the bargaining unit provided, however, that this provision shall not prevent differing treatment of employees which is consistent with the terms of the agreement.

5.1.2 The Employer agrees that with respect to hiring, working conditions, and promotion practices, that neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, age, marital status, political activities, physical handicap unrelated to ability to perform one's job, or membership or non-membership or participation or non participation in the activities of the Union, except as such discrimination may be permitted by law.

5.1.3 The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, national origin, sex, age, marital status, political activities, physical handicap, or prior or current membership or past or current participation in the activities of any employee organization.

5.2 Announcement of New Positions

5.2.1 A new bargaining unit position shall be defined as a regular full-time job opening which the Employer intends to fill and which was not included in the Certification of Representative issued by the Michigan Employment Relations Commission.

5.2.2 The Employer agrees to post all new bargaining unit positions. For informational purposes only, the Employer agrees to inform the Union of management positions it intends to fill, except all levels of Superintendent.

5.2.3 When the Employer decides to post any new full-time position (exclusive of other RESA bargaining units), then the Employer will notify the Union before such a position is posted. The notice shall include the information on the standard posting notice currently in use (including position title, immediate supervisor or department director, effective date, location, function, responsibility, skills, education, experience, salary range, application deadline, and application procedure), and a designation as to whether the position is in this bargaining unit. If the Employer changes the information on

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

5.3 **Vacancies**

- 5.3.1 A vacancy shall be defined as a regular full-time job opening which the Employer intends to fill, whether such opening is created by expansion, resignation, transfer, leave, promotion, or other circumstances.
- 5.3.2 Vacancies in this bargaining unit shall be filled by the person who, in the judgment of the Agency, is the best candidate for the position.
- 5.3.3 For the purpose of this agreement, the best candidate for any position shall be based on any legitimate and lawful factors, including but not limited to education, work experience in the department where an opening exists, other related work experience (inside or outside the Agency), general work experience, job skills, formal training, applicable approvals or endorsements, interpersonal skills, affirmative action, seniority, and the overall needs and interests of the Agency.
- 5.3.4 The Employer reserves its right to select applicants from outside the bargaining unit and outside the Agency. Internal applicants who are members of this bargaining unit, and who meet the best candidate standard for the posted position, will be given first consideration. Where two or more applicants are judged to be substantially equal with regards to the best candidate standard, the vacancy shall be filled by the applicant with the longest seniority in the Agency.
- 5.3.5 At a minimum the Employer shall post a vacancy internally. The Employer will be responsible for posting vacancies in this bargaining unit via RESA e-mail, with written notice to the Union. The notice shall include the information on the standard posting notice currently in use (including position title, immediate supervisor or department director, effective date, location, function, responsibility, skills, education, experience, salary range, application deadline, and application procedure). If the Employer changes the information on

the standard posting notice, the Employer shall notify the Union of such change prior to implementation. Postings shall generally take place no less than fifteen (15) calendar days prior to the deadline date. Employees who are on leaves of absence, or who do not have electronic mail, or who are on summer recess and who wish to be notified of bargaining unit positions shall notify the Executive Director of Employee Services in writing. The Employer will mail out notices to these employees.

5.3.6 The Union will be notified in writing of the reason for the withdrawal by the Agency of any posted bargaining unit vacancy.

5.3.7 In the event any employee applies for a vacancy and does not receive the position, the employee shall receive in writing a notice that he/she did not receive the position. The employee may request in writing a conference with the Employer to discuss the reason he/she did not receive the position. The conference will occur within twenty (20) workdays at a mutually agreeable time.

5.3.8 Before posting a new position the Employer will seek input on job descriptions from the Union.

5.3.9 The Employer shall utilize a team to screen and interview applicants for vacancies in this bargaining unit, which includes at least one bargaining unit member selected by the employer. In addition, the union will select a bargaining unit member to be included in the team.

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

5.4 **Transfers**

5.4.1 Assignment Exchange

Assignment exchange may be made by any two (2) bargaining unit members who wish to exchange assignments for up to one (1) year, provided the Employer agrees to the exchange, and the bargaining unit members involved are qualified pursuant to the position descriptions. Written application for this exchange, including detailed rationale in support of the proposal, must be submitted to the Executive Director of Employee Services, who shall consider the

application after consultation with administrative staff. This provision is not subject to the posting procedure.

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

5.4.3 Reassignment

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

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

- a. The Employer will give at least ten (10) workdays written notice to the affected bargaining unit member(s) and the Union President. In the event of an emergency the time limit may be waived upon mutual agreement of the parties. This written notice will include proposed date of reassignment, time lines, responsibilities and duties, proposed duration of responsibilities and proposed location and rationale for reassignment. Employee(s) shall be notified within three (3) workdays of the determination of a change in the duration.
- b. The Union must notify the Employer of any concerns regarding the reassignment within ten (10) workdays following the written notification. If such notice is received by the Employer, a special conference with the employer, the union, and the employee(s) will be called on a mutually agreed upon date to discuss such concerns.
- c. Timelines may be extended by mutual agreement between the parties.
- d. Reassignment pursuant to this section shall not be done for disciplinary reasons.

5.5 **Repositioning**

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

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

5.5.7 In the event that a request for repositioning is approved, the placement on the new salary schedule which is a higher classification than they are currently will be as follows:

- a. The employee shall be placed on the next highest step on the salary schedule.
- b. The employee will then be placed on the new salary schedule at the lowest step which reflects an increase in pay.

5.6 **Orientation for New Employees**

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

5.7 **Personnel Files**

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

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

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

5.7.2.2 An employee may request, and the Employer will provide, copies of materials contained within the personnel file as provided by law.

5.7.2.3 Complaint letters from any constituent groups or clients will be automatically purged after twelve (12) months, if disciplinary action has not been taken.

5.7.3 Reprimands which have been filed for more than three (3) years shall not be used as the basis for additional disciplinary action.

5.7.4 In the event the Employer is served with any legal process requiring the disclosure of personnel records for any bargaining unit member, the Employer shall notify the affected bargaining unit member of same within five (5) workdays of service.

5.8 **Evaluation Process**

The Employer and Union will mutually agree upon any new formal employee evaluation process before it is implemented.

5.9 **Due Process / Just Cause**

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

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ARTICLE 6 GRIEVANCE PROCEDURE

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

6.1 Definitions

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

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

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

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

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

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

6.2 General Principles

6.2.1 A grievance may be withdrawn at any level.

6.2.2 Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

6.2.3 When hearings and conferences are held during working hours, all persons who are present at the hearing or conference pursuant to this article whose working hours are affected, shall be excused with pay, for that purpose.

6.2.4 No decision or adjustment of a grievance shall be contrary to any provision of this agreement.

- 6.2.5 Forms for filing and processing grievances shall be as mutually agreed upon.
- 6.2.6 Failure by the employee and/or the Union at any given step of this procedure to file a written grievance or to appeal a decision within the specified time limits shall terminate the grievance.
- 6.2.7 Failure by the Employer or its designated agents to communicate a decision on a grievance within the specified time limits shall advance the grievance to the next step of the grievance procedure.
- 6.2.8 The time limits specified in this procedure or the steps may be extended and/or modified in any specific instance by mutual agreement. This agreement shall be put in writing and signed by the parties.
- 6.2.9 A copy of all correspondence related to the grievance shall be sent to the WCSSF President and Employee Services.

6.3 **Formal Grievance Procedure**

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

6.3.1 Step 1 – Initial Conference

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

- a. By an employee accompanied by the appropriate Union representative.
- b. Through the Union representative if the employee so requests.
- c. By the Union representative in the name of the Union.

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

6.3.1.3 The request shall be submitted to the Executive Director and/or designee within fifteen (15) workdays following the date on

which the Union discovered or reasonably should have become aware of the act or condition which is the basis of the grievance.

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

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

6.3.2 Step 2 - Written Grievance

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

6.3.2.2 Within ten (10) workdays after receiving the written grievance, the Executive Director of Employee Services or designee shall meet with the grievant and the Union representative in an effort to resolve the grievance. The Executive Director of Employee Services or designee shall indicate his/her disposition of the grievance in writing within ten (10) workdays after such meeting and shall furnish a copy of his/her decision to the Union representative and the grievant.

6.3.3 Step 3 -Written Appeal

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

6.3.4 Step 4 - Arbitration

6.3.4.1 If the grievance is not resolved at Step 3, and if it involves a complaint that there has been a violation, misinterpretation or

misapplication of any provision(s) of this agreement, the Union may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or to the Union President as the case may be, and the American Arbitration Association ten (10) workdays after receipt of the answer in Step 3. If no such notices are given within the ten (10) workday period, the answer from Step 3 shall be final and binding on the Union, the employee(s) involved and the Board.

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

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

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

ARTICLE 7

PROFESSIONAL DEVELOPMENT AND TRAINING

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

7.1 Definition

Professional Development and Training (PDT) are those activities whose primary purpose is to build the capacity of the organization by developing or enhancing the knowledge and/or skill of members in relation to their current or planned work. In PDT activities, the member's primary role is that of student/learner. Examples of PDT activities may include, but are not limited to: conferences, workshops, and seminars.

7.2 Time and Location

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

7.3 Associated Costs

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

7.4 Requests and Approvals

The employer will maintain a process by which members can discuss PDT needs and opportunities with their supervisor and request approval for specific PDT activities. Work-related meetings that do not meet the learner/participant criteria in 7.1 are not subject to the PDT pre-approval process. Nothing in this article, however, creates an obligation on the part of the employer to approve PDT requests for any given member during any given time frame. Administrative decisions to not approve PDT requests are not grievable under the contract.

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ARTICLE 8

LAYOFF, RECALL, RETRAINING

8.1 Layoff, Recall

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

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

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

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

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

2. The most senior employee in the position to be reduced who requests a voluntary layoff shall have the request granted. The layoff shall extend for the lesser of five (5) years or until the employee is recalled. If recalled and the member declines the recall, the member has voluntarily quit.
 3. Probationary bargaining unit employees in the position to be reduced will be terminated prior to the layoff of a seniority employee.
 4. If no employee in the position to be reduced requests a voluntary layoff, and probationary employee(s) have been terminated pursuant to Paragraph 3 above, the employee with the least seniority in the position to be reduced will be the first subject to the layoff process.
 5. An affected employee may initiate a bumping procedure as follows: first into a position held by the least senior bargaining unit employee at the same pay classification (level of grade or track), or if such position does not exist, next to a position held by the least senior bargaining unit employee at a higher pay classification (level of grade or track) and last to the position held by the least senior bargaining unit employee in the next lower pay classification. Affected Members will have the opportunity to participate in discussions with the employer regarding their status and qualifications with respect to bumping or reassignment to other work. In any case, the Employer retains the right to determine whether the affected employee has the required qualifications for the position and the ability to do the work. The Union may appeal administration's denial to allow an employee to bump into a position as a result of layoff starting at Step 3, Written Appeal of the Formal Grievance Procedure (subsection 6.3.3).
 6. This process will continue until such time as the employee with the least seniority in the bargaining unit is laid off or the Employer has determined that the laid off employee is not qualified or does not have the ability to perform the work of any position held by another employee with less seniority.
- 8.1.5 When an opening occurs, an employee on layoff shall, during the period of two (2) years from the date of his/her layoff, be eligible for recall to said opening, provided that the Employer determines that he/she has the qualifications and the ability to do the work for the open position. If the Employer determines that two or more employees

on layoff are equally qualified and have the ability to do the work for the job opening, the most senior employee shall be offered the position first. All rights to recall shall terminate upon expiration of two (2) calendar years from the date of layoff.

8.1.6 The recall of laid off employees will be in inverse order of layoff. The laid off employee will be notified by registered letter to the latest address listed on the employer's records. A copy of such notice will also be mailed to the Union. If said employee fails to respond in writing within ten (10) calendar days from the date the return receipt is received by the employer, the next eligible laid off bargaining unit member will be notified as per the above steps.

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

8.1.8 Employees who are laid off pursuant to subsections 8.1.1 and 8.1.2 of Article 8 will receive insurance benefit coverage at the Employer's expense after the date of layoff, for rest of the month and for two (2) premium payments after the effective date of the layoff.

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

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

8.2 **Retraining**

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

8.3 **Outplacement**

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

ARTICLE 9

UNION/EMPLOYER COOPERATION/COMMUNICATION

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

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

Agendas for Management Team and Executive Council meetings will be sent to the Union President no later than three (3) working days prior to the meetings. The Union President or designee may request or may be requested to attend Management Team or Executive Council meetings for a specific purpose. Copies of all Management Team "Minutes" and "Executive Council Updates" will be provided to the Union President.

- 9.2 WCSSF and the Employer have developed, and agree to continue, a Labor-Management Collaborative (L-MC). The mission of the L-MC is to define and maintain a process for Wayne RESA, in which all participants will solve problems or concerns amicably, based on trust. The results would be improved morale and better working relationships, with open and honest communication among colleagues for the benefit of the organization and its work.
- 9.3 A copy of the Board agenda will be e-mailed to the Union President at the time it is sent to the Board. In the case of cancellations, the Union President shall be notified.
- 9.4 A copy of the official minutes of each Board meeting shall be provided to the Union President after their adoption by the Board.
- 9.5 The Union President or designee shall be allotted release time for RESA Board meetings.

- 9.6 The Union President, or designee, and persons involved shall be allotted release time for the purpose of investigating and processing emergency situations. Arrangement for release time shall be made with the immediate supervisor. The permission of the immediate supervisor shall not be unreasonably withheld.
- 9.7 The establishment of the Labor-Management Collaborative (L-MC) is an example of the cooperation between administration and union in implementing RESA's Strategic Plan and achieving its organizational goals. Union leader's functioning in this and similar "collaborative-organizational" activities go beyond the traditional "union" focus (e.g. contract negotiations, grievance processing, representing members in due process hearings, etc.). RESA acknowledges that incumbent to their leadership position, union leaders will, at times, function in a "collaborative-organizational" capacity which should be considered part of their normal work responsibilities.

ARTICLE 10
USE OF FACILITIES BY THE UNION

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

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ARTICLE 11
EMERGENCY CLOSINGS

- 11.1 In the event the Superintendent determines that conditions or other Acts of God require that the employee's place of work be closed, no leave banks shall be charged.
 - 11.1.1 The Superintendent shall announce the emergency closings of the RESA facilities on the radio.
 - 11.1.2 The Employer will place on the telephone answering service a recording indicating that buildings are closed. The tape will be activated as soon as the decision is made.
 - 11.1.3 If buildings are closed after the employee's regular workday has begun, said employee(s) will be paid for a full day of service.
- 11.2 If the place of employment is open and an employee is not able to report because of existing weather conditions or other Acts of God, the employee shall determine how his/her workday will be charged from flex, personal business, years of service, and/or employee purchase banks.

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ARTICLE 12 LEAVES OF ABSENCE

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

12.1 Leave Criteria

Unless otherwise specified, leave criteria shall be:

12.1.1 Eligibility

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

12.1.2 Application for leave

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

12.1.3 Approval

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

12.1.4 Length of Leave

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

12.2 Return from Leave

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

thirty (30) calendar days prior to the date the employee wishes to return. Granting of such requests is subject to the approval of the Employer.

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

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

12.2.4 If a temporary employee is hired for a leave position, fills the position for a period of one (1) year, and is then hired permanently because the employee on leave does not return, the new employee will receive retroactive seniority to his/her original date of hire in that leave position.

12.2.5 If a leave extends for a period beyond one (1) year, the position occupied by the employee on leave shall be posted according to the provisions of Article 5.

12.2.6 When the employee on extended leave returns, he/she shall have the right to an open position in the department the employee left provided that the employee has the present ability to perform the work and meets the minimum criteria for the position, and unless another employee with greater seniority on extended leave is also returning to the same department.

12.2.7 In the event there is no open position in the department from which the employee left, the employee will be granted any open position in the Agency according to seniority for which he/she has the present ability to perform the work and meets the minimum criteria for the position. If no openings exist, the returning employee shall have the right to fill the next available opening for which he/she has the present ability to perform the work and meets the minimum criteria for the position.

12.2.8 An employee on approved leave without pay shall accrue seniority but shall not advance on the salary schedule nor accrue any benefit based on length of service.

12.3 **Fringe Benefits**

Employees with three (3) or more years of service with the Employer on approved leaves of absence not exceeding one (1) year in duration will receive hospital, surgical, major medical

insurance, and long-term disability coverage at the Employer's expense for one premium payment after the beginning date of the leave. An employee may exercise the option (in writing) for continuance of any coverage at the full group rate cost paid in advance, and without Employer subsidy, for the period of the leave. Exceptions to these criteria are specified in the following sections.

12.4 **Unpaid Leaves**

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

- a. Public office leave
- b. Study/travel leave
- c. Parental leave
- d. Other (including Family Medical Leave)

12.4.1 Public Office Leave

An employee who has completed two (2) years of continuous full-time service and is elected or appointed to a Union or public office shall be granted leave for a period not to exceed four (4) years, which period may be extended at the sole discretion of the Employer. No salary or benefits will be provided by the Employer, nor shall seniority or salary credit accrue.

12.4.2 Study/Travel Leave

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

12.4.3 Parental Leave

An employee who has completed one (1) year of continuous service is eligible for parental leave. Any employee attending a newly born child or a newly adopted child may request, and the employer shall grant, a parental leave for up to one (1) year. Parental leave may be

extended for one (1) additional year. The employee must make written request for extension of parental leave not less than thirty (30) calendar days prior to the expiration of the first leave.

12.4.4 Other (Family and Medical Leave)

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

12.5 **Paid Leaves**

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

- a. Sabbatical leave (one-half (1/2) Employer's cost)
- b. Mandatory military leave
- c. Jury duty
- d. Funeral leave
- e. Personal business leave
- f. Medical leaves

12.5.1 Sabbatical Leave

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

12.5.1.2 Remuneration for sabbatical leave shall be one-half (1/2) of the employee's salary and one-half (1/2) of fringe benefits for the leave period.

12.5.1.3 The acceptance of a sabbatical leave must be in writing and must include a statement of intent that the employee will return to the RESA for not less than one (1) year following the sabbatical leave. If an employee fails to return, he/she shall reimburse the Employer for any wages paid to the employee incidental to the sabbatical.

12.5.2 Military Leave

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

12.5.3 Jury Duty

An employee who serves on jury duty shall be paid the full amount that would have been earned for each scheduled workday on which the employee reports for or performs jury duty, provided the employee turns over to the Employer the amount received for jury duty, minus parking expenses and mileage for such days. The employee will not be penalized for jury duty absence by loss of Sick, Personal Business, Flex, Employee Purchase or Years of Service leave days and/or other benefits provided a statement from the court certifying the days of service is filed with the Employer.

12.5.4 Funeral Leave

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

12.5.4.2 The employee shall have one (1) workday's leave to attend the funeral of other relative or friend, deductible from Flex, Employee Purchase, or Years of Service leave days, or from personal business time if the employee has no available Flex, Employee Purchase, or Years of Service leave days.

12.5.5 Personal Business Leave

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

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

12.5.6 Medical Leaves

12.5.6.1 *Maternity*

Absence due to medical disability resulting from pregnancy or any related medical disability shall be treated as any other medical disability, as specified in Section 12.5.6.2, *Sick Leave*.

12.5.6.2 *Sick Leave*

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

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

12.6 **Sick Leave Days**

It is recognized that there is no personal ownership of sick leave days and that they cannot be accrued. However, employees who have accumulated sick leave days as of June 30, 1986 will have those days grandparented and available for use in lieu of 12.6.2 below, provided that once the grandparented days have begun to be used, they must either be exhausted or the employee must return to work. In addition to the above, up to five (5) grandparented days may be used to supplement the annual entitlement as in 12.6.1 below. Once said days are exhausted

the provision for extended sick leave days may be activated. Subject to the above, the employer will provide annual sick leave days in accordance with the following provisions:

12.6.1 Each July 1 employees in 12 month positions shall be credited with twelve (12) sick leave days, employees in 11 month positions shall be credited with eleven (11) sick leave days, and employees in 10 month positions shall be credited with ten (10) sick leave days for said school year. Up to five (5) additional grandparented sick leave days, if available, may be used to supplement this annual entitlement as noted in 12.5.6.2 above. At the end of the fiscal year any remaining sick leave days, expressed as hours in an employee's bank, shall be divided by 3.0 and rounded to the nearest hour. The result of this calculation shall be added to the employees banked Years of Service Days bank, subject to the limitations of 13.3. No grandparented sick leave days or hours may be used in this calculation.

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

12.6.2.1 The employee must be hospitalized or confined at home under the direction of a licensed medical doctor with an illness or injury that has a duration of at least ten (10) calendar days.

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

12.6.2.3 Proof of these conditions must be submitted to the Executive Director of Employee Services. Upon such submission, the Executive Director of Employee Services, in writing and within twenty four (24) hours, will acknowledge receipt of proof to the employee and authorize the Payroll Department to grant additional sick leave, not to exceed ninety (90) calendar days.

12.6.2.4 If, after return to work, an employee suffers a relapse of the same or a directly related illness which qualified under subsection 12.6.2 (paragraphs 12.6.2.1 – 12.6.2.3) he/she must re-qualify under said paragraphs. In the event an illness transcends more than one fiscal year, the employee is required to use earned sick leave days provided in subsection 12.6.1. In no event shall an

employee receive more than ninety (90) calendar days for any one illness.

12.6.2.5 In the event an employee suffers a different or unrelated illness, he/she again must meet all provisions of subsection 12.6.2 to qualify for the extended sick leave days.

12.6.2.6 During the initial process or during the utilization of any extended sick leave, the employer may ask for a medical certificate from the employee's physician and/or an Employer-designated physician. The expenses of an examination by an Employer-designated physician will be paid by the Employer. If the employee contests the findings of the Employer-designated physician, then the opinion of the Henry Ford Hospital will be considered final. The expenses of the Ford Hospital examination will be equally divided between the Employer and the employee.

12.6.2.7 While on extended sick leave, the employee shall continue to receive his/her regular salary and will receive any changes in the RESA salary schedule and any retroactive changes when applicable, the same as if he/she had been working.

12.6.2.8 It is not the intent of the Employer, in providing extended sick leave days as outlined in subsection 12.6.2 above to supplement or supplant benefits payable under long term disability insurance. It is understood, therefore, that as soon as the employee qualifies for long term disability, he/she will no longer be eligible for extended sick leave pay except as provided in Section 6 above, and only then if he/she does not qualify under the provisions of the long term disability insurance.

12.6.2.9 All fringe benefits (including insurance coverage [Article 15] and accrual of paid years of service days [Article 12 subsection 12.5.6.2, and Article 13 sections 13.3, and 13.5] will continue while the employee is utilizing sick leave days and will cease when the employee becomes eligible for long term disability payments, except as defined in Article 16. Members utilizing extended sick leave days will be eligible for all fringe benefit improvements negotiated during the term of their illness subject to any restrictions imposed by the insurance carriers involved.

12.6.3 **Voluntary Sick Leave Pool**

At the beginning of the fiscal year (July 1) an employee may elect to donate one half sick leave day to the sick leave pool. Only those

employees that donate leave are eligible to draw leave from the sick leave pool.

In the event an employee, or a member of the employee's 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 all banks, the employee may seek additional sick leave from the sick leave pool, in order to maintain their salary during the period of disability, by way of the following procedure:

1. Submit in writing a request to access a specific number of sick leave days from the sick leave pool to the Executive Director of Employee Services. The request must include a statement from the attending health care provider, and an explanation of the reason(s) the request should be considered.
2. The request will be considered by the Executive Director of Employee Services and the Union President, or their designee(s).
3. Approved sick leave will be added to the requesting employee's sick leave bank for use during the specified period of disability. Unused sick leave will be returned to the sick leave pool.

Employees are not to request or be awarded additional sick leave exceeding their yearly allocation of sick days.

The voluntary sick leave pool is in no way to be used in lieu of or in conjunction with Extended Sick Bank.

Unused days in the pool will expire at the end of the fiscal year (June 30).

Once the pool is exhausted, no other requests can be considered for that year.

12.7 Job-Related Injuries

Any job related injury which requires medical treatment and results in lost time shall be compensated in the following manner; the Employer shall pay the difference (coordinate) between Workers' Compensation and the employee's regular pay on the basis of a pro-rated withdrawal from the employee's sick leave bank (grandparented and annual sick leave days) until such bank is exhausted. The Employer shall then pay the

difference (coordinate) between Workers Compensation and the employee's regular pay on the basis of a pro-rated withdrawal from the extended sick bank. This benefit shall extend for a maximum total period of ninety (90) calendar days. All fringe benefits (including insurance coverage) will continue while the employee is receiving the coordinated benefits (maximum period of ninety calendar days).

ARTICLE 13
WORK DAY, WORK YEAR, HOLIDAYS

13.1 Adjusted Time

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

13.2 Work Year

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

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

Calendar	2010 – 2013		
	Work Days	Flex Days	Holidays
12 month	227	15	19
11 month	212	30	19
10 month	197	45	19

Employees assigned to the ten (10), eleven (11) and twelve (12) month calendar may request their flex days, and the Employer will not unreasonably deny an employee's request.

Employees will have fifteen (15) months (July 1-September 30 of the following year) to use flex days earned in a fiscal year. This does not apply to personal business, sick leave or years of service days. As of September 30 of each fiscal year an employee shall not have more than one year's allocation of flex days.

13.3 **Years of Service Days**

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

Years of service days are granted each July 1 provided the employee has worked at least one hundred twenty (120) workdays in the preceding fiscal year.

Members, at their option, may: cash in unused years of service days at the end of each fiscal year for 90% of the per diem value, and/or use days for additional time off from work, and/or carry over no more than 5 days from one fiscal year or upon separation to the next. An employee's bank of years of service days shall be capped at 9 days. Members shall exercise their option for the use of years of service days on or before June 30 of each year. Days not used by June 30 may be carried over or cashed in. Days that are carried over cannot be cashed in.

13.4 **Employee Purchase Days Option**

Members of the bargaining unit may, at their option, purchase up to five (5) additional days at their per diem rate. The combined number of employee purchase days and years of service days may not exceed a total of five (5) days in any fiscal year. For example, an employee with three (3) years of service days may purchase up to two (2) additional days.

Employees shall exercise their option to purchase days on or before June 1 and the decision related to employee purchase days shall be implemented the next fiscal year beginning July 1.

13.5 **Holidays**

The following (19) holidays shall be recognized as days off with pay-for all employees. The Agency will be closed on these days, except for certain designated critical services. Members who have to work on these days will be permitted to take them off at another time.

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

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

2010 – 2011 Holidays

#	Day	Date	Holiday
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 Holidays

#	Day	Date	Holiday
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 Holidays

#	Day	Date	Holiday
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

ARTICLE 14 REIMBURSEMENT

14.1 Mileage

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

14.2 Tuition

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

1. The employee must submit a written request to his/her department director at least two weeks before the course begins. The request must contain the title of the course(s) to be taken, the number of credit hours per course(s) and how it applies to the employee's position.
2. The Associate Superintendent or designee shall decide and notify the employee in writing of the decision.
3. Upon successful completion of the course(s) with a proven grade of "C" or better (or "P" in pass/fail course) the employee will be reimbursed 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 during their employment with Wayne RESA.

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ARTICLE 15 BENEFITS

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

The Employer shall provide the following:

15.1 Medical Coverage

15.1.1 Description of Benefits / Medical Plan Options

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 D for the Benefits-at-a Glance.

15.1.2 Employee Cost Sharing

15.1.2.1 *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.

15.1.2.2 *Co-pays and Deductibles*

Employees electing the PPO option will:

- (a) Have co-pays for some services as described in Appendix D.
- (b) 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.

15.1.3 Prescription Drug Coverage

Employees electing medical coverage (15.1.1) 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.

15.1.4 Opt-out Provision / Cash in lieu

Employees who provide satisfactory proof to the Employer of other health insurance coverage may opt out of the medical coverage provided by the Employer once a year 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 (subsection 15.1.1).

15.2 **Life Insurance**

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

15.3 **Dental Coverage**

Full family Class I benefits (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 Classes I and II one-thousand dollars (\$1000); Two

employees in a legally recognized relationship (e.g. marriage) who are both eligible to receive coverage through the Employer, are subject to the full family Class I and II annual maximum; Class III - (maximum life time per person) - twelve-hundred dollars (\$1200).

15.4 **Long-Term Disability Insurance**

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

15.5 **Optical/Audiological Reimbursement**

The Employer will provide up to a total of one hundred and fifty dollars (\$150) per year per employee and employee dependent(s) in reimbursement for optical and/or hearing expenses. The unspent balance may be carried forward into the next year up to a cumulative maximum amount of \$450.00 per employee or covered family member. Two employees in a legally recognized relationship (e.g. marriage) who are both eligible to receive the reimbursement through the Employer, are treated as a single family unit that is subject to the maximums noted above.

15.6 **Flexible Spending Accounts**

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

15.6.2 Employees must elect to fund their FSAs once each year during the designated open enrollment period at the end of the preceding fiscal year in accordance with RESA policies in effect at that time.

15.6.3 The employer will front-load the employee elected annual amount as of July 1st of each year, and then deduct 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.

- 15.6.4 Medical Reimbursement Plan funds may be used to cover deductibles, co-pays for medical services and prescription drugs, and other approved medical expenses pursuant to IRS guidelines.
- 15.6.5 Although employee pre-tax dollars are used to fund the FSA, unused funds revert to the employer at the end of the fiscal year pursuant to IRS guidelines.
- 15.6.6 Participating employees terminating employment prior to June 30 of any year must have reimbursed the employer for the actual amount of all expenses charged to the FSA in excess of the amount paid in by the employee. Contributions made in excess of actual FSA expenses cannot be refunded to the employee. Bi-weekly contributions will be made through the employee's final pay.

15.7 Insurance Benefits, Less Than Full-Time Employees

- 15.7.1 The Employer will provide without cost to less than full-time employees effective July 1, 1993, life insurance, dental insurance and/or optical reimbursements as stipulated in the collective bargaining agreement, at the employee's option.
- 15.7.2 Employees who work less than full-time during the course of a fiscal year are eligible for medical coverage on a prorated basis, based on the members actual FTE, by paying a proportional share of the COBRA amount for the PPO option in addition to the shared premium in 15.1.2.1. Employees who work less than full-time may not waive/opt out of the health insurance coverage and receive the cash-in-lieu option stipulated in subsection 15.1.4.
- 15.7.3 Employees whose employment status changes from full-time to less than full-time during the course of a fiscal year (excluding leaves of absence, resignations, terminations, layoff, transfer to another RESA unit) and who have waived/opted out of health insurance coverage and received cash-in-lieu, will be allowed to continue the waiver/opt out elective option for the remainder of the affected fiscal year and receive a sum equal to 25% of the pro-rated monthly premium commensurate to the "actual FTE" scheduled to work less than full-time.

Example:

- a. *Full-time July 1, 1993 to November 30, 1993:
Convert health benefit at 25% of the monthly insurance premium
(25% of \$600.00 = \$150)*
- b. *Less than full-time December 1, 1993 to June 30, 1994:
(Actual FTE .60) convert health insurance at 25% of .60 of the
monthly insurance premium.*
 1. *A monthly premium is \$600.00*
 2. *.60 of the monthly premium is \$360.00*
 3. *25% of .60 of the monthly premium is \$90.00*

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

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

Example:

July 1 – November 20, employee is 1.0 FTE full-time and works (which includes sick and personal business leave) sixty (60) days.

December 1 – June 30, employee is less than full-time and is scheduled to work (which includes sick, personal business leave) fifty (50) days. The total number of days is 110. The “average FTE” is .561 (110 divided by 196).

15.8 Health Care /Wellness Committee

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

ARTICLE 16

LONG TERM DISABILITY FUND

- 16.1 A Long Term Disability Fund (Fund) shall be established for the purpose of continuing the employee's Blue Cross/Blue Shield 4.0 Plan (or equivalent coverage) or Health Alliance Plan – HMO option (or equivalent) including prescription coverage for the employee from the 91st calendar day through the last day of the month in which the 365th calendar day occurs of a long-term disability leave for persons who do not otherwise have health care coverage.
- 16.2 Employees will be eligible for use of the Fund provided the employee is not covered by an alternate health insurance plan on the date the leave commences (spouse, auto, military, etc.).
- 16.3 The Fund will be contributed to by the Employer and Employees equally, as follows. One-twentieth (1/20) of one percent (1%) of the employee's gross salary shall be withheld in bi-weekly installments via payroll deductions. The Employer will match the employees' contributions per pay period.
- Example of employee contribution:*
- Annual Salary: \$75,000 x .0005 / 26 pays = \$1.44 per pay
In this example, the Employer would contribute \$1.44 per pay
- 16.4 The Fund shall never be required to consist of an amount of more than 27 times the current full family monthly premium for Blue Cross/Blue Shield 4.0 Plan (or equivalent coverage) health care benefits.
- 16.5 In the event the Fund does not have sufficient funds, at any time, the Employer will cover the needed expenses and recoup funds from the Fund as they become available.
- 16.6 In the event the Fund experiences a deficit, the employees' contribution and employer match will automatically adjust, with the next pay period, at the rate of an additional 1/20th of 1 percent (.0005) for each additional \$5,000 of deficit. The rate will be reduced at the same rate as the deficit is reduced in \$5,000 increments until returning to the original rate.

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ARTICLE 17 MANAGEMENT RIGHTS

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

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

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

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ARTICLE 18
NO STRIKE, NO LOCKOUT

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

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

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ARTICLE 19

NEGOTIATION PROCEDURES

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

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

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ARTICLE 20 COMPENSATION

20.1 Degree Stipend

Additional compensation will be paid for degree attainment to those employees who currently receive such payments, for the duration of the agreement.

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

Such compensation is non-additive and non-cumulative.

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

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

This additional compensation will be retroactive to July 1, 1996 for employees on payroll as of July 1, 2001. Employees currently receiving an annual degree stipend are ineligible for an additional one-time stipend.

20.2 Application of Salary Provisions

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

20.2.1 Method of Calculation

- a. *Salary schedules are calculated by applying the agreed upon percentage increase to the per diem amount for each step of each track and grade from the previous year's salary schedule and rounding the result to the nearest penny.*
- b. *Annual salary amounts are determined by multiplying the new per diem rate by the number of days for each calendar (10-, 11- or 12-month) and rounding to the nearest whole dollar.*

20.2.2 Percentage Increases

- a. The agreed to salary schedule, as shown in Appendix A, shall apply for the duration of this contract except as modified by other provisions herein.
- b. 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.

20.3 **Salary Distribution**

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

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

20.4 **Extended Employment**

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

20.5 **Benefit Eligibility**

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

20.6 **New Hires**

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

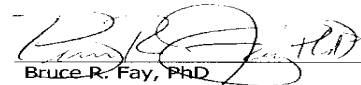
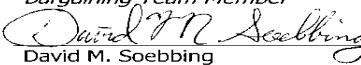
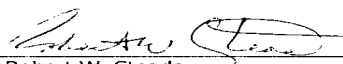
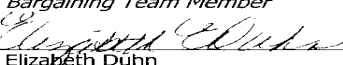
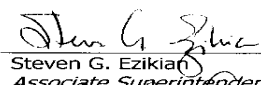
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ARTICLE 21 RATIFICATION

The Union agrees to submit this Agreement to the employees of the Union covered by this Agreement for ratification by them on or before September 2, 2010, and the AFT Michigan representative and the Union officers will recommend to the employees that it be ratified. The signatures below indicate tentative agreement by both parties:

For the Union:

For the Employer:

<p> <u>12 July 2010</u> Bruce R. Fay, PhD <i>President</i> Date</p> <p> <u>7/13/10</u> John M. Smallwood <i>Vice President</i> Date</p> <p> <u>7/13/10</u> Aric L. Haley <i>Bargaining Team Member</i> Date</p> <p> <u>7/13/10</u> Lisa H. Newton <i>Bargaining Team Member</i> Date</p> <p> <u>7/13/10</u> David M. Soebbing <i>Bargaining Team Member</i> Date</p> <p> <u>7/13/10</u> Robert W. Stead <i>Bargaining Team Member</i> Date</p> <p> <u>7/13/10</u> Elizabeth Duhn <i>AFT Michigan Representative</i> Date</p>	<p> <u>7/13/10</u> Steven G. Ezikias <i>Associate Superintendent</i> Date</p> <p> <u>7/13/10</u> Cheryl D. Gambrell <i>Associate Superintendent</i> Date</p> <p> <u>7/13/10</u> Christopher A. Wigent <i>Superintendent</i> Date</p>
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RATIFIED BY:

Wayne RESA Board of Education July 21, 2010
 Date

Wayne County Salaried Staff Federation July 21, 2010
 Date

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APPENDIX A SALARY SCHEDULES

2010-2011 through 2012-2013

<u>Track</u>	<u>Step</u>	<u>12 Month Contract 246 days</u>	<u>11 Month Contract 231 Days</u>	<u>10 Month Contract 216 Days</u>	<u>Per Diem</u>
1	1	32,489	30,508	28,527	132.07
	2	34,794	32,673	30,551	141.44
	3	37,274	35,001	32,728	151.52
	4	39,914	37,480	35,046	162.25
	5	42,750	40,143	37,536	173.78
	6	45,783	42,991	40,200	186.11
	7	49,166	46,168	43,170	199.86
2	1	39,783	37,357	34,932	161.72
	2	42,605	40,007	37,409	173.19
	3	45,631	42,848	40,066	185.49
	4	48,875	45,895	42,915	198.68
	5	52,344	49,152	45,960	212.78
	6	56,058	52,640	49,222	227.88
	7	60,206	56,535	52,864	244.74
2.5	1	43,948	41,268	38,588	178.65
	2	47,065	44,195	41,325	191.32
	3	50,408	47,334	44,261	204.91
	4	53,990	50,698	47,406	219.47
	5	57,822	54,297	50,771	235.05
	6	61,928	58,152	54,376	251.74
	7	66,506	62,451	58,396	270.35
3	1	48,110	45,177	42,243	195.57
	2	51,525	48,383	45,241	209.45
	3	55,183	51,818	48,453	224.32
	4	59,104	55,500	51,896	240.26
	5	63,301	59,441	55,581	257.32
	6	67,795	63,661	59,527	275.59
	7	72,804	68,364	63,925	295.95
3.5	1	53,202	49,958	46,714	216.27
	2	56,979	53,504	50,030	231.62
	3	61,023	57,302	53,581	248.06
	4	65,357	61,372	57,387	265.68
	5	69,999	65,731	61,463	284.55
	6	74,969	70,397	65,826	304.75
	7	80,506	75,597	70,688	327.26

2010-2011 through 2012-2013

<u>Track</u>	<u>Step</u>	<u>12 Month Contract 246 days</u>	<u>11 Month Contract 231 Days</u>	<u>10 Month Contract 216 Days</u>	<u>Per Diem</u>
4	1	58,292	54,738	51,183	236.96
	2	62,430	58,623	54,816	253.78
	3	66,860	62,783	58,707	271.79
	4	71,608	67,242	62,875	291.09
	5	76,695	72,019	67,342	311.77
	6	82,139	77,131	72,122	333.90
	7	88,208	82,830	77,451	358.57
4.5	1	64,612	60,672	56,732	262.65
	2	69,200	64,980	60,761	281.30
	3	74,112	69,593	65,074	301.27
	4	79,374	74,534	69,695	322.66
	5	85,013	79,829	74,645	345.58
	6	91,045	85,493	79,942	370.10
	7	96,813	90,910	85,007	393.55
5	1	70,932	66,607	62,281	288.34
	2	75,967	71,335	66,703	308.81
	3	81,362	76,401	71,440	330.74
	4	87,138	81,825	76,512	354.22
	5	93,330	87,639	81,948	379.39
	6	99,950	93,855	87,761	406.30
	7	105,416	98,988	92,560	428.52

2010-2011 through 2012-2013

<u>Grade</u>	<u>Step</u>	<u>Regular 12 Month Contract 246 days</u>	<u>11 Month Contract 231 Days</u>	<u>10 Month Contract 216 Days</u>	<u>Per Diem</u>
N	1	36,105	33,904	31,702	146.77
	2	38,671	36,313	33,955	157.20
	3	41,424	38,898	36,372	168.39
	4	44,364	41,659	38,953	180.34
	5	47,510	44,613	41,716	193.13
	6	50,885	47,782	44,680	206.85
	7	53,660	50,388	47,116	218.13
A	1	42,260	39,683	37,107	171.79
	2	45,259	42,499	39,740	183.98
	3	48,472	45,516	42,561	197.04
	4	51,911	48,746	45,580	211.02
	5	55,598	52,208	48,818	226.01
	6	59,547	55,916	52,285	242.06
	7	62,806	58,977	55,147	255.31
B	1	53,151	49,910	46,669	216.06
	2	56,924	53,453	49,982	231.40
	3	60,964	57,246	53,529	247.82
	4	65,291	61,310	57,329	265.41
	5	69,926	65,662	61,398	284.25
	6	74,897	70,330	65,763	304.46
	7	78,988	74,172	69,355	321.09
M	1	70,932	66,607	62,281	288.34
	2	75,967	71,335	66,703	308.81
	3	81,362	76,401	71,440	330.74
	4	87,138	81,825	76,512	354.22
	5	93,330	87,639	81,948	379.39
	6	99,950	93,855	87,761	406.30
	7	105,416	98,988	92,560	428.52

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APPENDIX B SALARY DISTRIBUTION/SICK LEAVE AND YEARS OF SERVICE BANKS

B.1 Definitions

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

B.1.2 A less than full-time employee is defined as an employee who is scheduled to work less than 196 days during a fiscal year.

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

Example:

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

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

Example:

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

B.2 Less than full-time employees will be paid for days worked at the per diem rate listed in the salary schedule in Appendix A of the collective

bargaining agreement. Less than full-time employees will be paid for a number of the nineteen (19) holidays commensurate to the actual FTE.

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

B.3 Change in Employment Status

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

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

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

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

B.4 Sick Leave Banks

Employees whose employment status changes as indicated in Section B.3 above, will be provided a percentage of a bank of vacancies and sick leave days commensurate to the average FTE. Sick leave banks will be audited and balanced in the same manner as the process described in Section B.3 commensurate to the average FTE, whenever a change in employment status occurs. Any overuse of sick leave days during a specific period will be recovered from the bank of days for the next period

if any remain. If none remain, the overuse will be deducted from any balance in salary-compensation due.

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

B.5 Years of Service Days and Personal Business Leave

Years of Service Days and Personal Business Leave Days are not subject to proration.

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APPENDIX C FURLOUGH DAYS

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

C.1 Definition of Furlough Day

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

C.2 Declaration of Furlough Days

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

C.2.1 Board Action

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

C.2.2 Annual Maximum

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

C.2.3 Mechanism

C.2.3.1 *Flex Bank Adjustment*

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

C.2.3.2 *Annual Contract Amount Adjustment*

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

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APPENDIX D 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 Copay	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 / 124,126

- * 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.

BENEFITS	IN NETWORK	OUT OF NETWORK
<i>Preventative Services</i>		
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

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

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)	\$10 office visits, \$50 emergency room visits	\$50 for emergency room visits
* For Percent (% of Allowable Charge)	10% for general services and 30% for private duty nursing	30%
Copayment Dollar Maximums		
* For Fixed (per service)	None	None
* For Percent (% of Allowable Charge)	\$500 for one member, \$1,000 for two or more members each calendar year	\$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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