

AGREEMENT
BETWEEN THE
WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY
AND
THE WAYNE COUNTY ENGLISH LANGUAGE LEARNER PROGRAM
FACILITATORS
LOCAL _____
AFFILIATED WITH AFT MICHIGAN
AND
THE AMERICAN FEDERATION OF TEACHERS
AFL-CIO

MAY 18, 2022 THROUGH JUNE 30, 2023

AGREEMENT BETWEEN WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE
AGENCY AND
THE FEDERATION OF ENGLISH LANGUAGE LEARNER PROGRAM FACILITATORS

This Agreement is entered into by and between Wayne County Regional Educational Service Agency (“Wayne RESA” or “the Agency”) and Federation of English Language Learner Program Facilitators/AFT Michigan/AFT/AFL-CIO (“the Federation”) on March 16, 2022.

ARTICLE I - RECOGNITION, DEFINITIONS, STRIKE PROHIBITION

A. Recognition

Pursuant to the Public Employment Relations Act (PERA), the Board recognizes the Federation as the sole and exclusive bargaining representative for all English Learner Program Facilitators, and excluding all others.

B. Definitions

1. The word “school” includes Wayne RESA schools (both LEAs and PSAs) and any off-site work location related to same. The word “facilitator” means a member or members of the bargaining unit as defined in the recognition clause of this Agreement, Article I.A, above.
2. The singular of any pronoun includes the plural.
3. The Federation Building Representative is a member of the Federation so identified by the Federation’s President in writing to the Board’s Superintendent.
4. The word “Board” includes the Board’s designee(s).

C. Strike Prohibition

The Federation will not direct, instigate, or participate in a work slowdown, nor encourage or support strike action of any type by any facilitator or group of facilitators during the life of this Agreement. Should any facilitator be found guilty of such actions by the Board or any state or federal agency or court, such facilitator will be subject to dismissal.

ARTICLE II - FAIR PRACTICES

A. Board’s Responsibility

No person or persons and/or department in Wayne RESA responsible to the Board shall discriminate against any employee on the basis of race, color, national origin, sex, age, marital status, sexual orientation, gender identity, or

membership in, or Federation with, the activities of the Federation or any other facilitator organization.

B. Federation's Responsibility

The Federation will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, marital status, sexual orientation, or gender identity and will, as required by law, represent equally all employees in the bargaining unit.

ARTICLE III - BOARD RIGHTS

The Board has the responsibility to carry out the educational mission of Wayne RESA and the laws of the State of Michigan regarding same. The Board has the right to general supervision of Wayne RESA and control and direction of its expenditures. The Board reserves and retains solely and exclusively the right to manage, direct, and supervise work performed and retains its management rights and functions over Wayne RESA. Such rights include, but are not limited to, the programs and services offered, the determination and supervision of policies, operations, methods, processes, duties and responsibilities of employees; size and type of academic and non-academic staff; standards of employment, related performance and assignments; responsibilities to be performed; scheduling of these responsibilities; the persons to be employed; staffing levels; administrative structure; promotion; transfer; reassignment, suspension, discipline, discharge or layoff of employees; modification or abolition of academic or administrative programs and course of instructions; determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement and removal of equipment facilities and control of its property, real or personal. The powers, authority and discretion of the Board to exercise its rights and carry out its responsibilities shall be limited only by the express terms of this Agreement.

ARTICLE IV – FEDERATION RIGHTS

A. Posting of Notices

The Federation shall have the right to post notices of its activities and matters of concern on a bulletin board in a Wayne RESA building. Said notices and other Federation materials may also be circulated to all bargaining unit members through Wayne RESA's information technology system. Should Wayne RESA's needs result in elimination of a physical posting area, Wayne RESA will provide an alternative to paper postings.

B. Federation Meetings

The authorized representative of the Federation shall have the right to schedule Federation meetings through the established processes at Wayne RESA when space is available and during the unassigned time of the employees involved. The Federation will ensure any location for such meeting is appropriate and available.

C. Bargaining Unit Member Representation

No officer, executive board member, delegate, representative or agent of any organization other than the Federation shall represent any bargaining unit member. The bargaining unit member may represent himself/herself if he/she desires up to step one of the grievance process.

D. Federation Business During Unassigned Time

The Federation President, Vice-president, or designated representative shall be permitted to use unassigned time for Federation business provided it does not interfere with completion of duties of the student-related responsibilities and where non-scheduled time cannot be utilized. Should the designated representative be unavailable due to absence or implementing his/her work responsibility, an alternate designated by the Federation may act in his/her absence. Members who work additional hours for Federation business will not be eligible for additional compensation or mileage reimbursement.

E. Copies of Agreement

Copies of this Agreement and any amendments shall be provided to members and made available to the members of the Federation digitally on Wayne RESA's website.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint by a member of the bargaining unit or by the Federation in its own name based upon an event, condition, or circumstance, allegedly caused by deviation from, or misapplication of, a specific provision of this Agreement in respect to said facilitator or facilitators.
2. A grievance may be withdrawn at any level.
3. The term "days" shall mean Wayne RESA business days.

B. Procedure for Adjustment of Grievance

1. Informal Conference

In the event that a facilitator believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his or her direct supervisor either individually or accompanied by his/her Federation representative.

2. Formal Procedure

- a. Step 1

In the event the matter is not resolved informally, the grievance shall be submitted in writing to their supervisor within fifteen (15) days following the act or condition which is the basis of the grievance.

i. The written grievance must state the specific provision of the contract that has been alleged to have been violated, what was the alleged violation, and any proposed remedy to such violation. A grievance that does not contain all such information will not be accepted or processed through the grievance process.

ii. The grievance may be lodged and thereafter discussed with the supervisor:

- a) by the facilitator accompanied by the Federation representative;
- b) by the Federation representative, if the facilitator so requests;
- c) by a facilitator on his/her own behalf; or
- d) by the Federation in the name of the Federation.

iii. Within ten (10) days after receiving the written grievance, the supervisor shall communicate his/her decision on the grievance in writing to the grievant or the Federation representative.

b. Step 2

i. Within ten (10) days after receiving the decision of the supervisor the Federation and/or grievant may appeal the grievance to the Assistant Superintendent for Human Resources. No later than twenty (20) days after receiving the appeal in writing, the Grievant and the Assistant Superintendent or his/her designee will meet to review the grievance.

ii. Within ten (10) days after said meeting, the Assistant Superintendent will communicate his/her decision in writing to the aggrieved facilitator, if any, the Superintendent, and the Federation.

c. Step 3

i. Within thirty (30) days after receiving the decision from the Assistant Superintendent, if there is to be an appeal, the

Federation shall submit the grievance to binding arbitration to the American Arbitration Federation.

- a) The process used will be determined by the AAA labor arbitration rules.
- b) The arbitrator shall be bound to apply the law of the State of Michigan relating to the interpretation of collective bargaining agreements and shall be bound to resolve the dispute within the specific terms of this agreement.
- c) The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether there is a violation of the terms and conditions of this Agreement. The arbitrator shall have no authority to impose or fashion any remedy beyond that which may be allowed by this Agreement.
- d) The arbitrator shall not be authorized to make any determination or issue any resolution that is contrary to the laws of the United States and/or the State of Michigan.
- e) The arbitrator shall not be authorized to order back pay or any retroactive wages beyond six months prior to the date of the filing of the written grievance in any matter.
- f) The arbitrator's decision shall be binding on both parties. If the decision by the arbitrator is split, giving each side of the arbitration a partial remedy, the fees of the arbitrator shall be split equally by the Agency and the Federation. If the decision by the arbitrator favors one side only, then the arbitrator's fee shall be paid by the party against who the arbitration decision is made. Each party will pay its own cost in preparing for the arbitration, including attorney fees.
- g) In the event the Federation does not file a demand for arbitration with the AAA within thirty (30) days after the receipt of the Assistant Superintendent's decision, the grievance shall be deemed abandoned and the Assistant Superintendent's decision shall be considered accepted.

C. Appearance and Representation

1. The Federation shall provide the Board with written notice, which will include the names of all witnesses to be excused, ten (10) days prior to an arbitration hearing held in accordance with Step 3 under this Article.
2. Meetings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present at the hearing, and these persons shall be excused without loss of pay or additional pay consistent with Article IV, Section D.
3. If a grievance arises which affects the entire system, the Federation may submit such grievance directly to step 2.
4. The Federation, on its own behalf, shall have the right to appeal a decision on a grievance at any step in this procedure.

D. Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall mean an automatic appeal to the next step of this procedure.
2. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision.
3. Time limits specified in this procedure may be extended in any specific instance by mutual agreement of the parties in writing.
4. Any employment action, including termination, or any disciplinary action shall be for just cause and the Agency will afford the employee due process with the opportunity for union representation.

ARTICLE VI- LAYOFF AND RECALL

Wayne RESA reserves the right and discretion to reduce or reinstate the work force and/or layoff individual employees as deemed necessary or appropriate by Wayne RESA without limitation at any time.

ARTICLE VII - SENIORITY

A. Seniority

1. Seniority shall be defined as length of service within the bargaining unit. Within thirty (30) days of the execution of this Agreement, the Board and the

Federation shall meet and agree upon a seniority list. Seniority will commence on the first date that services are rendered by a bargaining unit member with Wayne RESA for which there is compensation. 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.

2. Seniority shall not accrue during any "layoff" period.
3. Termination of employment, including resignation, will result in the cancellation of all claims to seniority within Wayne RESA.
4. No later than thirty (30) days following ratification of this Agreement and every November 1 thereafter, the Federation shall receive a seniority list from the Assistant Superintendent for Human Resources. The Board and the Federation shall confer to resolve any disputes concerning seniority dates.
5. Any bargaining unit member who is transferred to or hired into a position not covered by this Agreement shall not be considered a member of the bargaining unit but may retain their bargaining unit seniority, without accruing additional seniority, for a period of not more than two (2) years.

ARTICLE VIII - WORKING CONDITIONS, HOURS, LOADS

A. Facilitator Hours

Working hours are based on Wayne RESA programs and instructional schedules.

B. Calendar

Bargaining unit members will be provided notification of the schedule for their normal work days and days of events or holidays. This calendar is not final or binding and may be changed as needed as determined by the Board. The Board will inform the Federation of changes or additions to this calendar as soon as reasonably practicable.

C. Lunch Breaks

Employees who work 4 or more hours per day shall be entitled to 30 minutes of paid relief time. Members may choose to use this time in two 15-minute breaks, or combined together into one 30 minute paid lunch break.

ARTICLE IX - COMPENSATION

A. Salary Schedule

1. Newly hired employees generally begin at step one of the schedule and move from one step to the next each July 1; provided the employee has worked at least 120 workdays in the previous fiscal year. Step increases will be provided for the 2022-23 school year.

Facilitator Salary Schedule

Facilitators	
Step 1	\$15.31
Step 2	\$16.37
Step 3	\$17.49
Step 4	\$18.69
Step 5	\$19.98
Step 6	\$21.35
Step 7*	\$22.83

**Staff on step 7 with a valid Michigan Teaching Certificate will receive an additional .25 cents per hour.*

2. Members actively employed as of the ratification date of this contract will receive a \$500.00 bonus payable at the end of the 2021-22 school year, pro-rated for less than 500 hours worked.
3. Members will receive a \$500.00 bonus payable at the end of the 2022-23 school year, pro-rated for less than 500 hours worked. Members who resign prior to the end of the 2022-23 school year will receive a pro-rated amount of the bonus.
4. The parties agree to meet during the month of August, 2022, to discuss wages for the 2022-23 school year.

B. Pay Plan

1. Facilitators agree that they will be paid on bi-weekly payment schedule. Timesheets will be submitted during the off-payroll weeks.
2. Bargaining unit members will be paid by direct deposit. It is the responsibility of the facilitator to provide the appropriate information to Wayne RESA to effectuate such payment.

C. Employee Training/Conferences

1. Professional Growth and Training

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

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

2. Tuition

Bargaining unit members who apply may receive tuition reimbursement for courses at an accredited institution that are part of a planned degree program related to the member's assigned duties, and would help to qualify the employee to become a certified teacher and/or attain an ESL endorsement and when the following procedure is followed:

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

ARTICLE X - LEAVES OF ABSENCE

A. Paid Time Off

In accordance with the Paid Medical Leave Act (PMLA), 2018 PA 338, as amended, eligible facilitators will accrue Personal Hours at the rate of 1 hour per 35 hours worked (limited to one hour per calendar week and 40 hours per benefit year). An employee may carry over up to 40 unused personal hours at the end of each benefit year. In order to be eligible to receive Personal Hours, an employee must be regularly scheduled to work a minimum of 21 hours per week for at least 8 months of each fiscal year. Facilitators must follow the usual and customary notice, procedural, and documentation requirements for both their department and Wayne RESA when requesting leave under the PMLA. There is no payout for unused hours and unused hours are lost upon separation of employment. Available hours may be used for personal business and/or any reason identified by the PMLA

B. Jury Duty

Employees will be paid their normal hourly rate of pay for their regularly scheduled daily hours of work, for a period not to exceed 5 calendar days, while on jury duty. Should an employee be required to serve on jury duty for a period that exceeds 5 calendar days, the employee will continue to be excused from their regular work assignment, however; jury duty leave beyond 5 calendar days will be unpaid

C. Funeral Leave

Employees will be paid their normal hourly rate of pay for their regularly scheduled daily hours of work, for a period not to exceed 3 consecutive calendar days, upon the death of an immediate family member. Immediate family members are defined as child, spouse, parent or sibling, and does not include in-laws. Should an employee require additional days off, the unpaid personal leave provision will apply.

D. Family and Medical Leave

It is the policy of the Wayne RESA to grant leave to eligible employees in accordance with the Family and Medical Leave Act. FMLA leave includes unpaid time once accrued paid leave time is fully utilized, or for those qualified employees with no accrued leave time balances.

E. Military Leave

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), Wayne RESA shall grant military leave to employees for voluntary or involuntary service in the uniformed services of the United States, upon receipt of the required notice. Applicable benefits shall be maintained for these employees as required by law. A service member who returns to Wayne RESA for work following a period of

active military duty must be reinstated to the same or similar position and at the same rate of pay as required or provided by law. Wayne RESA will not discriminate in hiring, re-employment, promotion or benefits based upon membership or service in the uniformed services.

ARTICLE XI - CONSTRUCTION AND INTERPRETATION OF PROVISIONS CONTRARY TO LAW

If any provision of this Agreement is found to be contrary to federal or Michigan law, then said provision shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XII - MISCELLANEOUS

A. Calamity Days

Circumstances such as inclement weather and building problems may arise which necessitate the closing of a school building or district on a day facilitators may be assigned to that district. In the event of such a circumstance, facilitators will not report for in-person work on that day, but will be expected to provide services virtually if permitted or required by the district. If a district does not permit virtual instruction on these dates, staff will be paid for their scheduled hours of work in the district(s) up to a maximum of three (3) such occurrences during a fiscal year. Employees are not paid for pre-scheduled district closings such as holidays. Staff will be responsible for checking the school closing information for each school to which they are assigned.

B. Health & Safety

The Board has the authority to implement any health and safety measures deemed necessary to protect the health of all employees. Members who travel to other locations should be provided with and familiarize themselves with, the safety plans and procedures for each building they service. Any safety concerns should be brought to the attention of the Executive Director for support and resolution. If the concerns continue to arise or are not resolved, the concerns should be brought to the Assistant Superintendent of Human Resources. A Union representative may be present, if requested.

ARTICLE XIII - GENERAL

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any mandatory subjects or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board and the Federation for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIV - TERMINATION CLAUSE

A. Term

This Agreement and all its provisions and appendices shall become effective immediately upon ratification by the Federation and the Board and shall continue in effect until midnight on **June 30, 2023**.

B. Notices

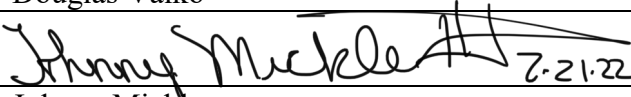
Any notices required hereunder shall be sufficient if emailed to either party or hand delivered.

C. Emergency Manager

The Agreement may be modified or rescinded by an Emergency Manager if required by Michigan law.

ARTICLE XV - RATIFICATION

Tentatively agreed to and executed this 16th day of March, 2022.

FOR THE EMPLOYER		FOR THE UNION
Kelly Bohl		Mary Karoub
Rena Corum		Ghina Seblani
Steve Ezikian		Douglas Valko
		 7.21.22
Lena Montgomery		Johnny Mickles
Mari Treece		

Ratified by:

Wayne Regional Educational Service Agency Date: May 18, 2022

Federation of English Language Learner
Program Facilitators
AFT Michigan/AFT/AFL-CIO

Date: May 2, 2022