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ARTICLE I

RECOGNITION

1.1 Bargaining Unit Defined

The Michigan Education Association hereby recognizes the PSA as exclusive and sole representative for all full time professional staff employed by the Michigan Education Association and those PSA members on leave.

Such representation shall cover all personnel assigned to newly created positions unless such positions are supervisory and/or administrative. Such representation shall specifically exclude the positions of Executive Director, Associate Executive Director, Finance Director, Director of Internal Operations, Director of MEAO, Zone Director, Assistant Zone Director, and any other positions which are "supervisory" within the meaning of the NLRA.

1.2 Professional Staff Defined

The term "PSA member" when used hereinafter in this Agreement shall refer to all personnel defined in Paragraph 1.1 above.

1.3 Exclusive Rights

The Michigan Education Association agrees not to negotiate with any organization other than the PSA for the duration of this Agreement concerning the wages, hours, and terms and conditions of employment of personnel defined in Paragraph 1.1 above.

1.4 Definition

For the purposes of this Agreement, the term "division" refers to the following existing divisions:

Executive and Administrative Offices Business Services Communications Professional Development and Human Rights Public Affairs UniServ

In the event of reorganization, such new divisions as may be created which include personnel as defined in 1.1 above, shall be added to the list above.

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ARTICLE II

ASSOCIATION RIGHTS

2.1 Right to Concerted Activities

The MEA agrees that it will not discriminate against any PSA member with respect to hours, wages, or any terms or conditions of employment by reasons of membership in the PSA, participation in activities of PSA, or institution of any grievance under this Agreement.

2.2 Use of MEA Facilities and Equipment

The PSA shall have the right to use MEA facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The PSA shall pay the cost of all materials, supplies and labor, including any special custodial service required, incident to such use of facilities and equipment. The PSA agrees to submit payment for such usage quarterly.

2.3 Request for Information

The MEA agrees to furnish, in response to reasonable requests, information which may be necessary for the PSA to develop negotiations proposals or to process grievances under this Agreement. Such information shall include available membership data, financial/budgetary data, and non-confidential personnel data pertaining to members of the PSA.

2.4 Non-Discrimination

Provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, age, sex, or marital status except where provisions may be in conflict with application of the MEA Affirmative Action Employment Program and Policies as adopted on March 22, 1974 and amended on August 26, 1976 by the MEA Board of Directors except Article 6, Section 3.

2.5 Released Time

The MEA agrees to provide up to 96 days per year released time for use by the PSA, its officers and members for the purpose of conducting Association business. Application of the professional staff member is to be submitted for approval to the immediate supervisor prior to any use of PSA released time. The staff member is responsible for reporting such use of released time on time sheets.

The PSA president shall be authorized up to sixteen (16) days leave with pay for the purpose of attending meetings of the MEA Board of Directors and Continuing Evaluation meetings. The immediate supervisor shall be notified prior to the meeting and time shall be reported on time sheets. In addition, the MEA agrees to release each PSA member for up to one-half (1/2) day each year for the purpose of attending the annual meeting of the PSA. Notification of all meetings shall be filed with the MEA Executive Director. Meetings which conflict with high priority business or emergency programs of the MEA shall be mutually rescheduled when requested by MEA.

Joint negotiations meetings between the PSA and the MEA shall not be considered a part of this released time policy, but shall be as jointly agreed to between the parties.

ARTICLE III

MANAGEMENT RIGHTS

3.1 The PSA recognizes that the MEA has the responsibility and authority to manage and direct, in behalf of the membership, all the operations and activities of the MEA to the full extent authorized by law, and that such rights and responsibilities shall be exercised by the MEA in conformity with provisions of this Agreement. All rights and privileges which are not restricted or abridged by this Agreement are reserved to the MEA.

ARTICLE IV

MEMBERSHIP AND PAYROLL DEDUCTIONS

4.1 Association Membership

Membership in the PSA must be maintained as a condition of continued employment with the MEA.

4.2 Membership Dues and Assessments

At the time of their employment, PSA members must execute membership in PSA, and may sign an authorization for the deduction from their paychecks of PSA membership dues and assessments.

4.3 Method of Deduction

The deduction of membership dues and assessments shall be made from each paycheck in an amount determined by the PSA, and the MEA shall promptly remit to the PSA all monies so deducted. PSA shall notify the MEA Personnel Office of the amount of dues and assessments by September first (lst) of each year of this Agreement.

4.4 Payroll Deductions

The MEA shall also allow payroll deduction upon written authorization from PSA members for annuities, credit union, savings bonds, insurance, United Way, MEA and NEA dues, or any other plans or programs jointly approved by the PSA and the MEA.

ARTICLE V

WORKING HOURS AND HOLIDAYS

5.1 Work Load and Schedule

The work week of PSA members demands the responsibility for providing necessary services based upon the clients' needs. The normal work load requires 40 to 50 hours per week. Work load and schedule shall be established by the PSA member after consultation with the immediate supervisor.

Individual compensatory time adjustments may be made by the PSA member with the prior approval of the immediate supervisor. Said adjustments shall not exceed two days in any given two-week period. Earned compensatory time for which adjustment is to be made shall be scheduled within 90 days of the date earned.

5.2 Sunday and Holiday Meetings

The MEA shall not schedule meetings or conferences on Sundays or holidays which require the attendance of PSA members.

5.3 Holidays

The following shall be considered holidays with pay:

- 1. Labor Day
- 2. Thanksgiving Day and the following day
- 3. Winter holiday beginning December 21, 1977 at 5:00 p.m. until January 3, 1978 at 8:00 a.m. Winter holiday beginning December 19, 1978 at 5:00 p.m. until January 2, 1979 at 8:00 a.m. Winter holiday beginning December 21, 1979 at 5:00 p.m. until January 3, 1980 at 8:00 a.m.

Staff members may augment their winter recess by any one (1) of the following:

- a. One (1) day for each day worked, when assigned over Labor Day weekend.
- b. Automatic approval of accumulated comp time which, if added to any days earned in a. above, does not exceed two (2) days.
- c. Automatic approval of accumulated comp time not to exceed two (2) days when not assigned over Labor Day weekend.
- Spring Holiday, April 8, 1977, March 24, 1978, and April 13, 1979. Staff members may augment their spring holiday by automatic approval of accumulated comp time not to exceed two (2) days.

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- 5. Memorial Day
- 6. Independence Day
- 7. Other days as designated by the MEA Executive Director.

5.4 Holidays on Saturday and Sunday

If a holiday falls on Sunday, the holiday will be observed on the following Monday; if a holiday fall on Saturday, the holiday will be observed on the preceding Friday.

ARTICLE VI

EMPLOYMENT, ASSIGNMENTS AND TRANSFERS

6.1 Employing Agency

The MEA shall be the employing agency for all PSA members. The MEA is an equal opportunity employer.

6.2 Vacancy Defined

A vacancy shall exist where there are more PSA positions than there are PSA employees. A change in a job description and/or job title shall not constitute a vacancy.

6.3 Notification of Vacancy

Notification to PSA members shall precede notification to other persons or agencies by seven (7) calendar days. All notifications shall be by first-class mail and shall contain a description of the position to be filled, together with the qualifications required. Current PSA members making application for vacancies, if most qualified of all applicants, shall be transferred to such vacancies, or in the case of UniServ Director positions, shall be the sole recommendation to fill such vacancies.

6.4 Emergency Notification and Appointment

Where an emergency exists requiring the vacancy be filled prior to seven (7) day notification, such position shall be filled only on a temporary appointment basis for a period not to exceed one year.

Temporary appointments for a period not to exceed one year may also be made to fill vacancies created by PSA members being granted leaves of absence.

6.5 Involuntary Transfer

Involuntary transfer may be made in the case of emergency, to prevent undue disruption of the program, or to better utilize the services and skills of a PSA member. Conditions for involuntary transfer shall be stated in writing, and may be appealed through the grievance procedure.

6.6 Change in Residence in an Involuntary Transfer

When, upon involuntary transfer, it is mutually agreed by the MEA and the PSA member that a change of residence is necessitated or desirable, the MEA shall pay all necessary moving charges, including packing and crating of household goods, but excluding real estate costs, and shall make available six (6) days of released time for the PSA member for the purposes of seeking, securing and moving into a new residence.

6.7 Delay of Household Move

If the PSA member has children in school and the transfer is made when there are less than four months of school remaining, the PSA member may elect to move at the close of the school year.

6.8 Layoff and Recall

When it becomes necessary for the MEA to reduce PSA positions, layoffs shall occur in inverse order of seniority, provided the percentage of women and minority PSA members retained shall be no less than the highest percentage of women and minority PSA members as of the date of layoff. Recall shall be in inverse order of layoffs.

Notice of the MEA's desire to re-employ a released employee shall be delivered in person or sent by certified mail to the last known address (with a copy to the PSA President). In the event any such employee fails for a period of twenty-one (21) calendar days after receipt of the notice to signify intention of reporting for work or fails to report for work on the date specified in the notice, seniority shall terminate. In the event that two or more PSA members have a common seniority date, a random drawing shall determine seniority.

6.9 Seniority Defined

Effective with the ratification of this agreement, seniority in the PSA bargaining unit shall accrue from the date of last hire in the PSA bargaining unit or from the date of last transfer into the PSA bargaining unit.

6.10 Probationary Employment

New employees are considered to be in a probationary period during the first twelve (12) months of employment with the MEA. Time spent on leave without pay shall not count toward fulfillment of the probationary employment period.

6.11 Outside Employment

Members of the PSA shall secure the approval of the Executive Director before accepting regular outside employment which, in the considered judgment of the PSA member, might interfere with MEA responsibilities.

PSA members shall not accept any type of outside employment or financial remuneration which may by implication or practice place the PSA member in a position of conflict with the program, policies or objectives of the MEA or which interferes with the performance of responsibilities to MEA. PSA members may participate as teachers, trainers and/or resource persons for classes, seminars, workshops and other such MEA-related activities sponsored by institutions and organizations other than MEA. Such activity shall be considered part of the employee's normal work responsibilities and no pay or reimbursement of expenses should be accepted.

The term "outside employment" shall not be construed to bar such activities as services on governmental bodies, civic work, church and fraternal committees and charities, so long as they do not interfere with the performance of responsibilities to the MEA.

6.12 Notification of Layoff, Termination of Employment, or Mandatory Retirement

The MEA shall provide all employees with a sixty (60) day written notification of layoff, termination of employment or mandatory retirement.

6.13 Affirmative Action Employment program and Policies

All of the preceding sections of this article except 6.3 shall be subject to the provisions of the MEA Affirmative Action Employment Program and Policies.

ARTICLE VII

RESIGNATION

7.1 Notice of Intent

Notice of intent to resign must be presented in writing to the immediate supervisor and the personnel office no less than thirty (30) working days prior to the date the employee intends to leave their assignment. Accumulated vacation time shall not be scheduled during this period, but will be paid to the employee at the time of termination. Failure to give at least thirty (30) working days' notice shall result in the deduction of one day of accumulated vacation for each day of notice less than thirty (30) days.

ARTICLE VIII

EVALUATION OF PROFESSIONAL PERFORMANCE

8.1 Written Evaluation

The performance of each PSA member shall be evaluated in writing, according to the Evaluation Form in Appendix B.

8.2 Schedule of Evaluations

During the first year of employment, or the first year following the effective date of transfer to another position, the PSA member shall be evaluated at least two times. The PSA member shall be evaluated at least once each year thereafter. These evaluations shall include a conference between the evaluator and the PSA member, and both parties shall sign the Evaluation Form.

8.3 Personnel Record

PSA members shall have access to their personnel file and may review all materials therein, except confidential letters of recommendation requested by the PSA member related to employment application. Staff members shall receive copies of any materials to be placed in their personnel file and shall be afforded an opportunity to provide a written response for inclusion in the file. Written complaints of a serious nature shall be provided to the staff member(s) within one week of receipt by the immediate supervisor or Director of Internal Operations. Staff members may cause letters of commendation to be placed in their personnel file.

ARTICLE IX

DISCIPLINE AND DISCHARGE

9.1 Just Cause

PSA members, when disciplined or discharged, must be so notified in writing stating the reason for such action. In the event the discipline or discharge is found to be arbitrary, capricious, or without just cause, the arbitrator may order reinstatement, payment of lost wages, or other appropriate remedies.

9.2 MEA Property

When the employment of any PSA member is terminated for any reason, all material produced or purchased and all equipment provided by MEA or NEA shall remain the property of MEA and may not be reproduced or used in any way. All such materials and equipment shall be surrendered to the PSA member's immediate supervisor.

ARTICLE X

PAID LEAVES

10.1 A. Vacation

Each PSA member shall be entitled to twenty (20) days vacation per yearthrough the 10th year of employment, and twenty-five (25) days per year for PSA members with more than 10 years of service with the MEA. Vacation credit shall accumulate at a progressive rate, from pay period to pay period, but said accumulation shall not exceed a total of thirty (30) working days at any time. Requests for vacation shall be made to the immediate management supervisor for approval. Such requests shall be approved except in a situation where adequate staff is unavailable to provide the necessary services based on the clients' needs.

B. Payment in Lieu of Vacation

In lieu of vacation, PSA members shall be paid an additional sum equal to the member's current rate where it has been determined by the Executive Director that this would be advantageous to the MEA, and where agreeable to the PSA member involved.

C. Vacation to Sick Leave

In case of illness or injury while on vacation which requires hospitalization or home confinement under medical care, the PSA member shall be granted, upon request, a change in status from vacation to sick leave to the extent of accumulated sick leave, to include the use of the sick leave bank as provided herein. The PSA member may be required, upon request, to provide a statement, verifying the disability, signed by the physician.

10.2 A. Sick Leave Accumulation

Each PSA member will be granted sick leave at the rate of four (4) hours per pay period, cumulative without limit.

B. Sick Leave, Personal Illness or Injury

Sick leave shall be allowed for illness or injury to a PSA member, to the extent of the accumulation of personal sick leave; additional leave may be granted by PSA from the Sick Leave Bank established herein.

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C. Sick Leave, Family Use

In case of illness or injury to a PSA member's immediate family (spouse, mother, father, children, or legal dependents who are part of the employee's household), up to ten (10) working days of the employee's accumulated sick leave shall be allowed per incident. Should other relatives (brother, sister, mother-inlaw, or father-in-law) need help from the employee as a result of illness or injury, up to three (3) days of the employee's accumulated sick leave may be used to make arrangements for such care.

10.3 Sick Leave Bank

The MEA shall contribute to a sick leave bank in an amount equivalent to three (3) days per PSA member. On the last day of each year of this agreement, MEA will contribute sufficient days to re-establish the bank at a level equal to three (3) days per PSA member. The bank shall be administered by the PSA, which shall furnish MEA an annual report on the status of the bank. The sick leave bank shall be administered under the guidelines which are to be found in Appendix C.

10.4 Extended Illness

In the event of an extended illness and where all available sick leave and/or vacation days have been consumed, the employee shall be placed on Leave Without Pay. In no event, however, shall an employee whose personal sick leave bank has been depleted, be permitted to draw from the PSA sick leave bank after the 90th day at which time the long-term disability plan begins.

10.5 Worker's Compensation

The MEA shall pay the difference between Worker's Compensation payments and the PSA member's salary not to exceed six (6) months in all compensable cases. None of these days shall be charged against vacation or sick leave. The Executive Director may extend the six months' provision.

10.6 Personal Leave

Each PSA member shall be granted two (2) days of personal leave during each contract year. Personal leave shall not be cumulative. Advance notice shall be given to the PSA member's immediate supervisor.

10.7 Bereavement Leave

A PSA member may have up to five (5) days in the event of a death in the family (spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, or legal dependent). Any days in excess of five (5) must have the written approval of the Executive Director.

10.8 Jury Duty Leave

A PSA member shall be excused for jury duty and the MEA will pay the difference between the jury duty pay and the PSA member's regular salary plus the difference between actual expenses and any reimbursement provided by the court. In case of emergency, the MEA may enter a formal request to the court to have the PSA member excused.

10.9 Sabbatical Leave

A PSA member may request and upon recommendation by the Executive Director and approval by the Executive Committee of the MEA be granted a sabbatical leave for a specified period of time, subject to the following conditions:

- 1. The PSA member shall have completed five years of active service to the Michigan Education Association.
- 2. The leave shall be for the purpose of professional improvement of mutual benefit to the PSA member and the MEA.
- 3. The amount of salary paid by the MEA shall be one-half the PSA member's current annual rate, plus full fringe benefits.
- The PSA member shall agree to return to service with the Michigan Education Association for a minimum period of one

 (1) year or repay to MEA the salary received during the leave.

10.10 Accounting of Benefits

The MEA shall provide each PSA member with an accounting of sick leave, vacation, and personal leave on a bi-weekly basis.

ARTICLE XI

UNPAID LEAVES

11.1 Military Service

A professional staff member who leaves the employ of the MEA in order to meet the obligation of compulsory military service in any branch of the armed service of the United States and who, upon termination of service, receives an honorable discharge, is still qualified and competent to perform the duties of the position and makes application to the Michigan Education Association for reemployment within ninety (90) days after release from military service, shall be restored within ninety (90) days following the application to the position or to a position of like nature, seniority, status and pay, unless circumstances have so changed to make it impossible or unreasonable to do so. This is not to be interpreted to include re-enlistment.

11.2 Public Office Leave

- A. A PSA member shall be entitled to a leave of absence without pay to campaign for, or serve in, a public office.
- B. Such leave shall be limited in duration to one (1) year, except where the PSA member is elected or appointed to a public position. In the event of election or appointment, the leave shall be for the duration of one (1) term of office.
- C. The Executive Director may adjust the work schedule of a PSA member to permit the PSA member to explore the possibility of seeking public office or serve in an elected or appointed position.

11.3 Other Leaves Without Pay

Following one year of employment, a PSA member may request and (upon recommendation by the Executive Director and approval by the Executive Committee of the MEA) be granted a leave of absence without pay for a specified period of time. Extention of this leave may be granted.

11.4 Option to Continue Fringe Benefits

While on an unpaid leave of absence, the PSA member shall have the option of continuing any available fringe benefits at the member's own expense for the duration of the leave, or as long as allowed by the insurance carrier. Fringe benefits included are those identified in Article XV except employee medical examination and retirement.

ARTICLE XII

MATERNITY, ADOPTION, CHILD CARE AND RESERVE/NATIONAL GUARD LEAVES

12.1 Maternity Leave

Maternity leave will be granted upon written request by the employee and confirmed by a statement from the employee's physician. The employee will notify the employer at the earliest opportunity.

A. Use of Sick Leave

The employee may use sick leave for the period of disability as indicated by the attending physician. The balance of time on leave shall be without pay.

B. Maximum of Leave

Leaves will be for a maximum of one year from the start of the approved leave. Upon return from leave, the PSA member shall be assigned to a position at the same salary step as the position held at the beginning of such leave. A one-year extension may be granted subject to the application in writing by the employee and the approval of the employer. On a leave extension, no job rights will be retained except that the employee will be offered the first job opening which becomes available and for which the employee is qualified.

C. Return

In all cases of return to employment, the employee must provide the employer with a doctor's release to return to work.

12.2 Adoption and Child Care Leave

Adoption and/or child care leave will be granted upon written request by the employee. The request will be made at the earliest opportunity. The leave shall be without pay and will be for a maximum of one year from the start of the approved leave. Upon return from leave, the PSA member shall be assigned to a position at the same salary step as the position held at the beginning of such leave. A one-year extension may be granted subject to the application in writing by the employee and the approval of the employer. On a leave extension, no job rights will be retained except that the employee will be offered the first job opening which becomes available and for which the employee is qualified.

12.3 National Guard or Reserves

Any staff member who is a member of a reserve or national guard unit and is called to temporary active duty or active duty for training shall be released by MEA to fulfill that obligation upon presentation of orders to report. Any difference between the member's reserve pay and the staff member's regular salary shall be paid to the member by the MEA following verification of pay records, provided by the member, after completion of such duty.

ARTICLE XIII

GENERAL LEAVE PROVISIONS

13.1 General Leave Provisions

Unless otherwise noted, seniority and fringe benefits provided under the Agreement shall not accrue to persons on leave without pay. Benefits shall be frozen during such leave and shall be in full effect upon the PSA member's return.

13.2 Termination of Employment

No leave of absence shall serve to terminate employment.

13.3 Return to Position

Upon return from leave, a PSA member shall be placed in that position held immediately prior to the leave, provided:

- A. That the PSA member may be appointed to another position of comparable status and salary when the position held immediately prior to the leave no longer exists or has been filled, and
- B. That, upon belief by the MEA, the PSA, or the PSA member involved, the PSA member is unable to adequately perform tasks required in the position held immediately prior to leave, the MEA, PSA, or PSA member shall confer as to the position to which said PSA member shall be assigned, and the conditions of assignment.

13.4 Return From Leave

No PSA member, except those employed on a temporary basis, shall be laid off as a result of another PSA member returning from a leave of absence.

ARTICLE XIV

COMPENSATION FOR PROFESSIONAL SERVICES

14.1 Basic Compensation Rates

Compensation for professional staff member shall be in accordance with the schedule found in Appendix A.

All new professional staff members shall be placed on Step 1 of the Salary Schedule. Provided, however, that any additional experience steps granted professional staff members employed prior to May 1, 1968, shall continue to be credited. Provided further that full credit shall be granted for full-time service performed as a professional staff member with the NEA, an NEA-affiliated state education association, or an NEA-affiliated local education association. Full credit on the salary schedule shall also be allowed for previous full-time union representative service of a comparable staff level.

14.2 Advanced Hours and Degrees

- 1. PSA members holding Doctor's degrees shall receive two (2) steps experience credit on the Salary Schedule.
- 2. PSA members holding Specialist degrees shall receive one (1) step of experience credit on the Salary Schedule.
- 3. PSA members shall receive an additional \$13 for each semester hour of advanced study to a maximum of sixty (60) semester hours beyond an earned Specialist Degree, provided that any combination of salary and payment for hours of advanced study does not exceed the maximum salary on the 8th step of the Salary Schedule.

Provided further that any PSA member presently receiving payment for hours of advanced study that would exceed the maximum of 30 or 60 semester hours referred to above, or who has reached the maximum step on the salary schedule as of July 1, 1970, shall continue to receive payment for those hours on record in the Personnel Office on July 1, 1970.

14.3 Longevity

Professional staff members who have served with the Michigan Education Association for ten (10) years or more shall receive additional compensation for longevity, the amount of which shall be determined by application of the following percent factors against their compensation levels as per 14.1 above:

3% beginning in the 11th, and through the 15th year;

6% beginning on the 16th, and throughout the 20th year; and

9% beginning on the 21st year and each year thereafter.

All PSA members who become eligible to receive longevity or to move to another level on the longevity shall do so until August 31, 1976. As of that date, all PSA members who are receiving longevity payments shall be frozen at that level of combined salary and longevity until the step 8 of the Salary Schedule equals or exceeds the combined total of the frozen salary and longevity. Each PSA member thus affected will move onto the salary schedule when the schedule is greater.

14.4 Method of Payment

PSA members shall receive the above compensation in twenty-six (26) payments of approximately equal amount, said payments to be made every other Thursday.

ARTICLE XV

FRINGE BENEFITS

15.1 Health Insurance

The MEA shall provide MESSA SM-2 for each PSA member and eligible dependents or single subscriber premium rate in lieu of full family, to be applied to MESSA options.

15.2 Dental Insurance

The MEA shall provide the MESSA/Delta Dental, Inc., Plan A-O1, including orthodontic coverage, for each PSA member and eligible dependents.

15.3 Life Insurance

The MEA shall provide group term life insurance protection in the amount of \$50,000 that will be paid to the professional staff member's designated beneficiary. In the event of accidental death, the insurance shall pay \$100,000 to the professional staff member's designated beneficiary. Dismemberment benefits will be paid according to the schedule.

15.4 Salary Continuation Insurance

The MEA shall provide a salary continuation insurance plan for each PSA employee as per MESSA Long Term Disability insurance specifications dated December 9, 1976. Salary continuation insurance will provide two-thirds (2/3) of the monthly salary to a maximum benefit of \$2,000 per month minus, ". . . any payments received from Worker's Compensation, Occupational Disease Act or Law, any payments for which insured may qualify under the Social Security Act (Primary Social Security Offset) . . .", when an employee is unable to be gainfully employed because of bodily injury or illness. Benefits begin on the ninety-first (91st) day or at the exhaustion of personal sick leave, whichever occurs last and continue to the sixtyfifth (65th) birthday.

15.5 Medical Exam

Each PSA member shall be reimbursed, upon presentation of a paid receipt and a copy of the medical report, up to \$150 for one complete medical examination each two years. The MEA reserves the right to require a medical examination at MEA expense by the physician and at the medical facility of its choice.

15.6 Optical Insurance

The MEA shall provide the MESSA Vision Care, Plan 1, for each PSA member and his/her eligible dependents.

15.7 MEA Retirement System

The MEA-MEFSA-MESSA Staff Retirement Plan shall continue in full force and effect.

15.8 Organizational Membership

The MEA shall pay up to \$50 toward the dues of one state or national organization to which a PSA member may be assigned in a speciality area, said \$50 maximum to be provided outside the PSA member's expense account. If dues are more than \$50, the excess shall be subject to the limitations of the PSA member's expense account.

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ARTICLE XVI

GRIEVANCE PROCEDURE

16.1 Definitions

Any claim by the PSA or a PSA member that there has been a violation, misinterpretation or misapplication of the terms of the Agreement, or any violation of a policy or practice, shall be a grievance, and shall be resolved through the procedure set forth herein.

16.2 Time Limits

Time limits shall be measured by regular working days of the MEA. Time limits may be extended only with the written consent of the MEA and the PSA.

16.3 PSA Representative

A PSA representative is any person so designated by the PSA.

16.4 Powers of Arbitrator

The arbitrator shall have no power to alter, amend, add to, or subtract from the terms of this Agreement. Neither party shall be permitted to submit in the arbitration proceedings any evidence not previously submitted at lower levels. If any PSA member shall have been found to have been improperly deprived of any professional compensation, the arbitrator may award such reimbursement.

16.5 Procedure

<u>Informal</u> -- Nothing in this procedure shall be construed to prevent the PSA member and the immediate supervisor from attempting to resolve the problem.

16.6 Formal -- Step One:

- A. Whenever a PSA member or the PSA has a grievance, the aggrieved shall present the grievance in writing to the immediate supervisor within ten (10) days following the date of the alleged occurrence. Within ten (10) days after receipt of such a presentation, the supervisor shall hold a meeting with the aggrieved member. This meeting may be attended by a PSA representative.
- B. Within five (5) days after the conclusion of the Step One meeting, the supervisor shall submit written answers to the aggrieved PSA member or to the PSA.

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16.7 Step Two:

- A. If the grievance shall not have been settled at Step One, the grievant(s) may present the grievance in writing to the Director of Internal Operations with a copy to the Division Associate Executive Director. That presentation shall be made within five (5) days after the date of the supervisor's decision at Step One. Within ten (10) days after receipt of such presentation, the Director of Internal Operations shall hold a meeting which may be attended by the grievant(s), the PSA representative, and the immediate supervisor.
- B. Within five (5) days after the conclusion of such meeting, the Director of Internal Operations shall submit a written answer to the PSA with a copy to the grievant.

16.8 Step Three:

If the grievance shall not have been settled at Step Two, only the PSA may cause the grievance to go to Binding Arbitration. To do so, the PSA shall within ten (10) days after the PSA's receipt of the Director of Internal Operations' decision, file for arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. The MEA and the PSA shall share equally in the arbitrator's fees and expenses.

ARTICLE XVII

TRANSPORTATION AND EXPENSES

17.1 Leased Automobiles

The MEA shall provide each professional staff employee with a leased automobile which shall be equipped with automatic transmission, power steering, power brakes, steel-belted radial w/w tires or equivalent, air conditioning, tinted glass, light group, electric clock, F/R bumper guards, AM/FM Stereo radio, F/R mats, door edge guards, rear window defroster, L/R remote mirrors, cruise control, positraction or tractionloc differential, and 305 HP engine or as recommended by the manufacturer. Lease arrangements shall be made by MEA to provide the staff members' choice of three brands and two or four doors. Automobiles will be comparable to the Chevrolet Caprice Classic or Monte Carlo 'S' and PSA shall be informed of the brands prior to signing a lease. Station wagons shall be available if the cost does not exceed that of a four-door sedan. Lease terms arranged by MEA shall be based on up to 40,000 miles of usage.

17.2 Maintenance and Operation

Maintenance and operational expenses normally covered by the PSA member's expense account shall continue to be covered under this Agreement. Such expenses shall be receipted and vouchered on forms provided by MEA and shall be charged against the PSA member's expense account (e.g. insurance deductible, gas, oil, repairs, tires, etc.).

17.3 Personal Mileage

Personal mileage accumulated during off duty time shall be reimbursed to MEA by the professional staff employee at the rate of five (5) cents per mile.

Such personal mileage shall be exclusive of any accumulation resulting from home to office travel of currently employed professional staff until January 1, 1980 at which time the following paragraph becomes effective for all staff.

For professional staff hired during the term of the agreement, or for professional staff who voluntarily transfer or relocate during the term of this agreement, maximum non-reimbursable home to office mileage shall be twenty (20) miles, one way.

17.4 Insurance Coverage

The MEA shall provide automobile insurance coverage for leased automobiles described in 17.1 with premiums charged against the professional staff employee's expense account. Insurance coverage shall include full comprehensive, fire, theft, vandalism, personal liability/bodily injury with a \$300,000 combined limit, \$100 deductible collision, road service and rental auto for collision.

The parties agree to establish a committee of three (3) PSA members and three (3) management staff for the purpose of studying the problem of excessive insurance rates among staff, surveying various other employers to determine what procedures they use to handle this problem and to recommend a solution to the Executive Director. The solution shall be recommended within six (6) months of ratification of this agreement.

17.5 Transition

All of the preceding sections of this article shall be mandatory as of July 1, 1979 or when the current automobile reaches 40,000 miles, whichever is earlier. Current transportation allowances and the make whole provision remain in effect until such implementation date.

17.5 Expenses

All business expenses for such items as meals, lodging, travel, parking, telephone, etc., shall be charged against the professional staff employees' expense allowance.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

18.1 Full Commitment of Parties

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

18.2 Secondary Contract

Any individual contract or agreement between the MEA and an individual full-time PSA member, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any future contracts or understandings entered into between the MEA and a member of the PSA shall likewise be consistent with and subject to the terms of this Agreement.

18.3 Inconsistent Terms

This Agreement shall supersede any rules, regulations, or practices of the MEA which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the MEA.

18.4 Savings Clause

If any provision of this Agreement or any application of the Agreement to any PSA member or members shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.

18.5 Maintenance of Standards

Conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of all professional staff members as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive professional staff members of advantages heretofore enjoyed unless expressly stated herein.

18.6 Publication

Copies of this Agreement shall be provided to PSA members by MEA.

18.7 Job Descriptions and Titles

Written job descriptions and job titles as provided by the Executive Director for each staff position including those of a temporary and/or emergency nature are as contained in the MEA Employee Operations Manual and as dated May, 1976. Job descriptions shall minimally include qualifications for appointment, types of services to be performed, and the listing of basic performance expectations. Job descriptions and/or titles shall be changed only after consultation with the PSA.

18.8 NEA

Assignment to the National Education Association convention and other national meetings, when expenses are not charged to the staff member's expense account, shall be authorized according to policies established by the Executive Director. Such assignment to the NEA Convention shall be made by the Executive Director based upon staffing needs. Staff assignments shall consider individual skills and prior attendance, with the goal of providing all staff the experience of attending as well as satisfying specific staffing needs.

18.9 National Meeting Attendance

Each staff member, following consultation with the division head, shall be entitled to attend at MEA expense, and within the limitations of the staff member's expense account, the NEA Convention and one national meeting in the area of professional specialization each year. Additional meetings may be authorized by the Executive Director.

18.10 Continuing Evaluation

- A. Representatives of the MEA and the PSA shall hold quarterly meetings to evaluate the application and effectiveness of this Agreement. Special meetings may be called upon the mutual consent of the MEA and the PSA.
- B. In the interest of the MEA and the PSA, these representatives may agree on exceptions to the Agreement, subject to ratification by the MEA and PSA Executive Committees.
- C. The principle which shall guide these representatives is the effective implementation of the terms and conditions of the Agreement.

18.11 Legal Assistance

The MEA shall provide legal assistance in the form of legal counsel to any PSA member charged with any civil or criminal wrongdoing if the action complained of was within the scope of the member's employment and occurred while the member was on duty, provided, however, that the MEA will not extend said assistance to traffic-related offenses, crimes of a willful or intentional nature, or acts taken in contravention of the policies of the MEA or its affiliates.

The MEA reserves the right to select the legal counsel to provide the necessary legal assistance and PSA and/or the employee, as a condition of acceptance of said counsel, agrees to waive the attorney-client privilege to the extent of allowing the Executive Director of the MEA to be advised of the status of the matter concerning the legal assistance being provided. The Executive Director shall treat all such information so provided as strictly confidential.

In the event that civil or criminal action complained of is sustained and it is determined by the attorney and/or client that the decision be appealed to a higher court jurisdiction, the MEA reserves the right to determine the level of legal assistance to be provided, if the MEA determines that it is not within its best interest to pursue an appeal.

With respect to any claimed criminal or civil wrong for which legal counsel is provided, the PSA member shall lose no compensation as a result of his/her preparation for, or participation in, related proceedings.

The MEA, in agreeing to this provision, does not authorize or condone the commission of any criminal act and no representative, agent or employee of the MEA has any authority, real or implied, to grant any such authority or to condone any such act.

The willingness of the MEA to provide legal assistance in the form of counsel shall not be construed as an agreement by the MEA to indemnify any PSA member for damages or fines resulting from a finding of liability arising out of any act of the member for which MEA provides counsel.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of April 1, 1977, and shall continue in effect until the 31st day of March, 1980. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

PROFESSIONAL STAFF ASSOCIATION (PSA)

nonas President

Negotiations Chairperso

BOARD OF DIRECTORS (MEA)

zer iller President

Negotiations rperson

DATED THIS 10th day of November, 1977.

APPENDIX A

SALARY SCHEDULES

1977

1977-78

4/1/77 - 8/30/77 Step 1 - \$20,280 Step 2 - 21,530 Step 3 - 22,918 Step 4 - 24,308 Step 5 - 26,390 Step 6 - 27,781 Step 7 - 29,169 Step 8 - 30,558

9/1/3	77	-	3/31/78	
Step	1	÷	\$20,888	
Step	2	-	22,176	
			23,606	
Step	4	-	25,037	
Step	5	-	27,182	
Step	6	-	28,614	2
Step	7	-	30,044	ł.
Step	8	-	31,475	
Step	8	-	31,475	

4/1/78 - 3/31/79

Effective April 1, 1978, there shall be a cost-of-living adjustment applied to the 1977-78 salary schedule in the amount of the % increase in the allcities Consumer Price Index between February 1, 1977 and January 31, 1978 provided that in no event shall the increase in the salary schedule exceed 5.5% at each step.

4/1/79 - 3/31/80

Effective April 1, 1979, there shall be a cost-of-living adjustment applied to the 1978-79 salary schedule in the amount of the % increase in the all-cities Consumer Price Index between February 1, 1978 and January 31, 1979 provided that in no event shall the increase in the salary schedule exceed 6% at each step.

APPENDIX B

EVALUATION PROCEDURES

The attached form is to be used in the evaluation of all PSA members to fulfill provisions of the agreement between the MEA and the PSA, 1977-80.

Employees desiring to use this instrument for the purpose of self-evaluation may do so to provide opportunities for comparison of perceptions of their performance with those of their supervisors. If used in selfevaluation, the instrument should be submitted to the evaluator 10 days prior to the formal evaluation session. The supervising manager and the PSA member shall meet at a time specified by the manager for the purpose of evaluation of the PSA member. A self-evaluation, if completed, will be utilized during this session. In evaluation of UniServ Directors, the most current evaluations done by the UniServ Coordinating Council will be utilized.

The attached evaluation shall be the only evaluation placed in the PSA member's personnel file except that the employee also has the option to place the self-evaluation in the file.

PSA members shall have access to any evaluation and shall have the right to submit written responses to any evaluation. The response shall be filed with the evaluation.

MICHIGAN EDUCATION ASSOCIATION

PROFESSIONAL EMPLOYEE PERFORMANCE APPRAISAL

	Name of Professional Employee:	
	Supervising Manager:	
	Employee's Employment Status:	Non-Probationary Probationary
		Temporary Appointment
	Current Title and Assignment:	a and an estate and entry of the state of
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	Length of Time in Current Assis	gnment:
	Length of Time in MEA Employmen	With N 6009 (201), 51 2, 5 Mt
	Deugen of time in the Employmen	
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	Performance Expectations: (This section is intended to be to discuss those specific activ sibility. It is intended that written job description.)	e used by the supervisor and the staff pers vities for which the staff person has respo the basis for such a discussion will be th

III. Attributes of Professional Staff:

(As an MEA professional staffer, each person is expected to have certain attributes and manifest certain behaviors which are consistent with their specific tasks and the general role they are expected to play. It is realized that some of the following attributes are more applicable to some staffers than others.)

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•	Budget Management:
•	Office Management (has procedures for work completion, responds prompt) keeps accurate records, supervises support staff, etc.)
	Assignment Completion:
•	Allocation of Time:
•	Initiative and Creativity:
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	Working Relationships:
•	
	1. Membership:
	2. Colleagues:
	3. Supervisory:
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-36-

I. Writing Ability:		
J. Appearance:		19 (69)
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K. Health and Vigor	· · · · · · · · · · · · · · · · · · ·	
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B. Long-term (2 yea	onths): ars):	
A. Short-term (6 mc	onths): ars):	

VI.

(To be completed by Supervisor. Attach extra sheet if necessary.) General comments summary and recommendations:

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VII. Next scheduled date for Performance Review:

VIII. Signatures:

PROFESSIONAL STAFF EMPLOYEE

SUPERVISOR

Date: _____

Date:

APPENDIX C

GUIDELINES FOR ADMINISTRATION OF THE PSA-MEA SICK BANK

A PSA Sick Bank Committee shall administer the sick bank on behalf of the PSA. In the following, SBC shall refer to the Sick Bank Committee.

- 1. All applications for utilization of sick bank days shall be made by the employee, supervisor, or personnel office, in writing, to the Chairperson of the SBC.
- 2. Upon initial approval of the applicant's request by the SBC, such applicant may draw up to 20 days, as needed, from the bank without further review by the SBC. If and when 15 sick days have been used by the applicant, the SBC will review that particular circumstance and either renew authorization for continued use or make other appropriate recommendations or decisions.
- 3. PSA members who find it necessary to use sick days from the bank shall not repay those days from future personal sick leave accumulation.
- 4. Any rejection by the SBC of an application for bank utilization shall be communicated immediately and in writing to the applicant, along with specific rationale for such rejection. The applicant may appeal any such rejection to the PSA Executive Committee through notification to the PSA President.
- 5. The PSA Executive Committee shall become involved in the administration of the sick bank only as defined in 4. above or in an emergency situation.
- 6. If the number of days in the sick bank should ever drop to 50 or less, the SBC shall notify the PSA Executive Committee.
- 7. The SBC shall file a report of activities and utilization of the bank twice each year to the PSA Executive Committee (November and June), with a copy to management.
- All records of applications, correspondence, etc., shall be kept by the SBC Chairperson with copies provided the PSA President.
- Any administrative guidelines needed over and beyond those designated herein shall be established by the SBC with the approval of the PSA Executive Committee.









