

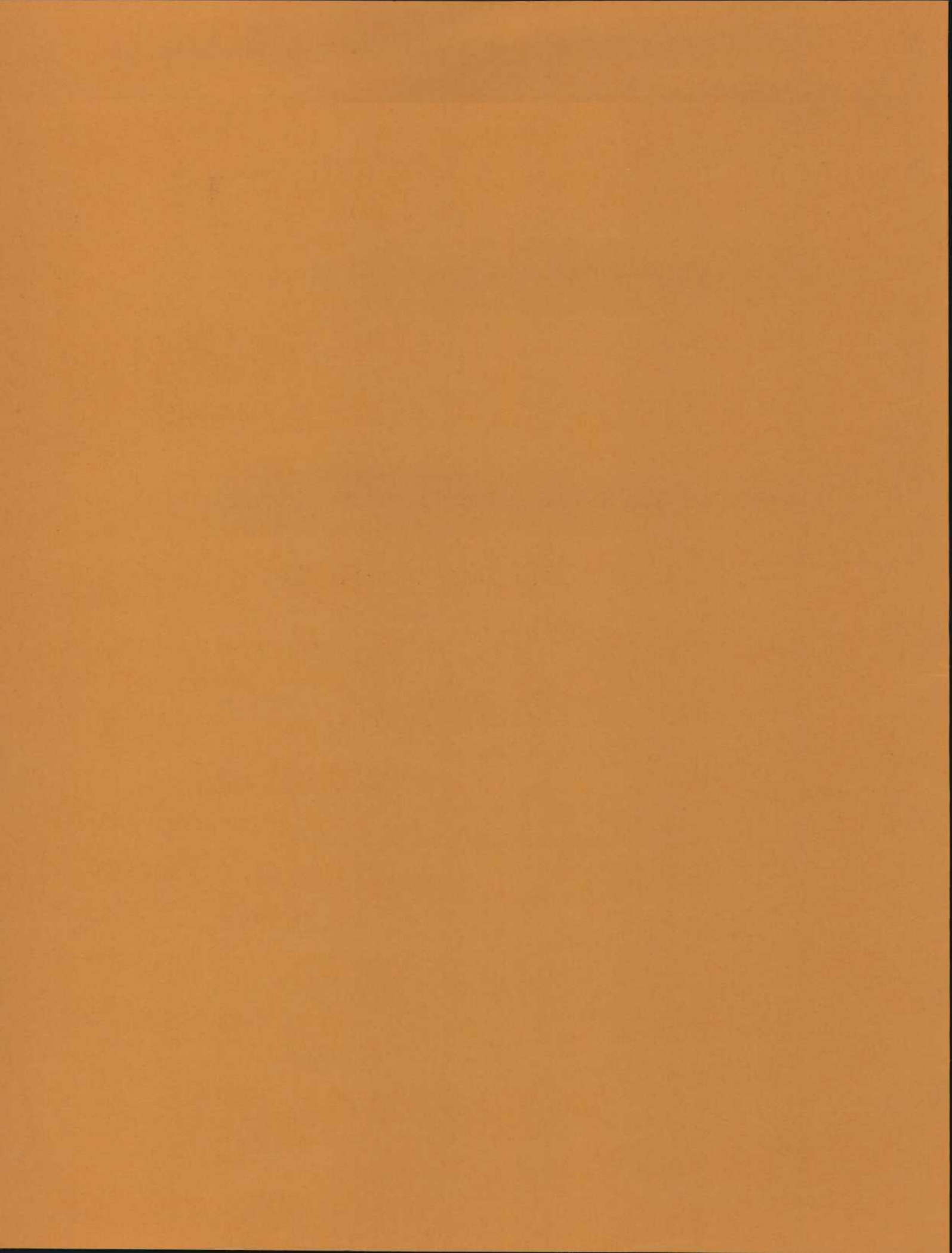
DO NOT CIRCULATE

**MEA Services Staff Association
Agreement with the
MEA Board of Directors**

Michigan State University
LABOR AND INDUSTRIAL RELATIONS LIBRARY
1977 - 1980

*Michigan Educ. Assoc.
P.O. Box 673
East Lansing, Mich.
48823*

8/31/80
MEA
BOARD OF DIRECTORS



6743

TABLE OF CONTENTS

ARTICLE I Recognition

1.1 Bargaining Unit Defined1

1.2 Definitions1

1.3 Exclusive Rights1

ARTICLE II Association Rights

2.1 Right to Concerted Activity2

2.2 Assistance2

2.3 Use of MEA Facilities and Equipment.....2

2.4 Request for Information2

2.5 Program and Policy Development2

2.6 New Employee Orientation.....3

2.8 Employment Provisions.....3

2.9 Non-Discrimination.....3

ARTICLE III Association Released Time3

ARTICLE IV Management Rights.....4

ARTICLE V Membership and Payroll Deductions

5.1 Authorizing Dues Deduction.....4

5.2 Association Membership4

5.3 Remittance to SSA4

5.4 Payroll Deductions4

ARTICLE VI Hours of Work and Holidays

6.1 Definitions - Work Day, Work Week, Work Year.....5

6.2 Duty Free Periods.....5

6.3 Sunday and Holiday Meetings.....5

6.4 Holidays and Breaks5

6.5 Holidays Falling on Saturday and Sunday.....5

ARTICLE VII Employment and Assignments

7.1 Job Description and Reclassifications6

7.2 Employing Agency6

7.3 Vacancy6

7.4 Notice of Vacancy.....6

7.5 Special Consideration7

7.6 Wage Placement and Reclassification of Salary Range.....7

7.7 Anniversary Date.....7

7.8 Conditions of Employment.....7

7.9 Temporary Appointments.....7

ARTICLE VIII Resignations

8.1 Advance Notice.....8

8.2 Returned Benefits.....8

8.3 Termination Date8

ARTICLE IX	Seniority, Layoff and Transfer	
9.1	Seniority	9
9.2	New Employees' Seniority	9
9.3	Unit Seniority	9
9.4	Termination of Seniority	9
9.5	Layoff and Recall	10
9.6	Elimination of Position	11
9.7	Termination Notice	11
9.8	Involuntary Transfers	11
ARTICLE X	Employee Evaluation	
10.1	Written Evaluation	12
10.2	Schedule of Evaluations	12
10.3	Personnel Record	12
ARTICLE XI	Discharge, Demotion, and Suspension	
11.1	Just Cause	12
11.2	Probationary Period	13
11.3	Notification	13
ARTICLE XII	Paid Leaves	
12.1	Annual Vacation Leave	13
12.2	Sick Leave	14
12.3	Personal Leave	15
12.4	Bereavement Leave	15
12.5	Jury Duty	15
12.6	Court Subpoena	15
12.7	National Guard or Reserves	16
ARTICLE XIII	Unpaid Leaves	
13.1	Employment Minimum	16
13.2	Involuntary Unpaid Leave	16
13.3	Voluntary Unpaid Leave	16
13.4	Return From Leave	17
13.5	Miscellaneous	17
ARTICLE XIV	Maternity, Adoption, Child Care and Guardian Leaves	
14.1	Maternity Leave	17
14.2	Adoption, Child Care and Guardian Leaves	18
ARTICLE XV	Compensation	
15.1	Basic Compensation Rates	18
15.2	Pay Advancement	18
15.3	Overtime	18
15.4	Travel Expense	19
15.5	Compensatory Time	19
ARTICLE XVI	Fringe Benefits	
16.1	Health Insurance	19
16.2	Dental Health Care Insurance	19
16.3	Group Life Insurance	20
16.4	Optical Insurance	20
16.5	Travel Accident Insurance	20

Article XVI	Fringe Benefits (continued)	
16.6	Salary Continuation Insurance	20
16.7	Retirement	20
16.8	Continuing Education	20
16.9	MEALS	21
ARTICLE XVII	Grievance Procedure	
17.1	Grievance Defined	21
17.2	Time Limits	21
17.3	SSA Representative	21
17.4	Powers of Arbitrator	21
	Procedures	
17.5	Informal	21
17.6	Formal – Step One	22
17.7	Step Two	22
17.8	Step Three	22
ARTICLE XVIII	Emergency Building Closing	
18.1	Procedures for Closing	22
18.2	Compensation When Office is Closed	23
18.3	Compensation When Office is Open and Employee Unable to Report. . . .	23
ARTICLE XIX	Miscellaneous Provisions	
19.1	Workshops	23
19.2	Subcontracting	24
19.3	Inconsistent Terms	24
19.4	Maintenance of Standards	24
19.5	Copy Distribution	24
19.6	Savings Clause	24
19.7	Secondary Contract	24
19.8	No Lock-Out	25
19.9	Negotiation Procedure	25
19.10	Volunteers at MEA-Representative Assembly and Other Meetings	25
19.11	Miscellaneous Provisions	25
19.12	Employee Operations Manual	25
19.13	Definition of Term “Day”	25
ARTICLE XX	Duration of Agreement	26
	Memorandum of Agreement(President’s Secretary)	27
	Appendix A – Pay Range in Hourly Amounts	28
	Appendix B – SSA Performance Appraisal, Guidelines and Procedures	29
	Employee Discussion Worksheet	32
	Performance Appraisal	34
	Performance Appraisal Feedback Form	36
	Appendix C – Bargaining Unit Positions	37

ARTICLE I
RECOGNITION

1.1 Bargaining Unit Defined

The Bargaining unit shall consist of all MEA regularly employed services staff whose titles and classifications shall be listed in Appendix C. Temporary and special employment personnel, co-op students, Career Opportunity personnel, and Neighborhood Youth Corps personnel shall not be part of the bargaining unit.

1.2 Definitions

- A. Regularly employed personnel are those employed on a continuing basis and who normally work five (5) days per week, Monday through Friday, and further, this category will also include any employee working half days on a regular yearly basis or an employee working less than 12 months of the year on a full-time basis.
- B. Special employment personnel are those employed on a contract basis for work on special projects or assignments or serve as special consultants. Special projects that extend beyond ninety (90) calendar days will then be the subject for review by the parties in connection with Association membership and inclusion of position in bargaining unit.
- C. Temporary employment personnel are those employed on an hourly wage basis, are not in group A or B above, and who help during peak load periods or during leave periods of regular employees.
- D. Co-op students are those employed in a training capacity in conjunction with a local high school.
- E. Neighborhood Youth Corps are those employed in a training capacity in conjunction with the OEO.
- F. Career Opportunity personnel are those persons in an Urban League employment training program.
- G. Temporary, special employment, Career Opportunity, Co-op, or Youth Corps personnel shall not be used to fill a vacancy which normally would be filled by regularly employed personnel. In the event of layoff, of any regularly employed SSA member, the parties agree that such personnel will not be used to supplant or replace a laid-off member.

1.3 Exclusive Rights

The MEA agrees not to negotiate with any individual employee or organization other than the SSA for the duration of this Agreement. Nothing contained herein shall be construed to prevent any employee from presenting a grievance at the informal level and having the grievance adjusted at the informal level without intervention of the SSA, if the adjustment is not inconsistent with the terms of this Agreement, provided that the SSA has been given opportunity to be present at such adjustment.

ARTICLE II
ASSOCIATION RIGHTS

2.1 Right to Concerted Activity

The MEA hereby agrees that every employee of the MEA covered by this Agreement shall have the right to freely organize, join, and support the SSA for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The MEA undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights negotiated under this Agreement or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee by reason of membership in the SSA, participation in any activity of the SSA, or collective negotiations with the MEA, or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2.2 Assistance

The MEA specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement; and the MEA and the SSA agree to be bound by any lawful order or award thereof.

2.3 Use of MEA Facilities and Equipment

The SSA shall have the right to use MEA facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The SSA 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 SSA agrees that such usage will be regularly reported and that it will submit payment for such usage at least quarterly.

2.4 Request for Information

The MEA agrees to furnish to the SSA, in response to reasonable requests, information concerning the financial resources of the Michigan Education Association, budgetary requirements and allocations, and such other information as will assist the SSA in developing intelligent, accurate, informed, and constructive programs on behalf of its members, together with information which may be necessary for the SSA to process any grievance or complaint.

2.5 Program and Policy Development

The MEA agrees to inform the SSA President as far in advance as possible of the implementation of any new or modified programs or policies which require significant input from SSA members. Such programs must be implemented in a manner which does not violate this contract relative to wages, hours, terms or conditions of employment of SSA members.

2.6 New Employee Orientation

During the first week of employment, all new employees will be given copies of the MEA-SSA Agreement and other documents. During the first thirty (30) days of employment, a meeting will be held for the purpose of reviewing those documents and explaining the evaluation procedures. During the first six months of employment, UniServ employees will be provided an opportunity to visit MEA East Lansing Headquarters to confer with other staff and management employees for general education and job orientation.

2.7 Employment Provisions

Members of the SSA shall hold their employment under the provisions of this Master Agreement.

2.8 Non-Discrimination

- A. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status except where provisions may be in conflict with the application of new hires 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.
- B. In case of staff reduction, majority/minority ratios shall be retained at a level not lower than 13% of the total unit membership and male/female ratios shall be retained in typically female or typically male positions at not lower than the ratios which were in effect at the onset of the staff reduction.
- C. The MEA shall hold the SSA harmless in litigation matters pertaining to internal implementation of the Affirmative Action Policy. MEA shall be responsible for attorney fees, court costs and related legal expenses.

ARTICLE III

ASSOCIATION RELEASED TIME

3.1 Association Released Time

- A. MEA agrees to provide up to 800 hours per year released time for use by the SSA, its officers and members for the purpose of conducting Association business. SSA agrees to notify the Personnel Office as early as possible of the dates and participants of all pre-scheduled meetings.
- B. Time sheets and cards will indicate hours used. Joint meetings of MEA and SSA shall not be covered by this provision, but shall be as jointly agreed to between the parties. The MEA Personnel Office will provide a written report of SSA released time used every other month.
- C. An additional 300 hours per year released time will be available to SSA P. N. Committee for use in preparation for bargaining. This time shall be made available to SSA Grievance Committee for use in preparation for grievance meetings or hearings during non-contract bargaining years if the 800 hours is completely used up.

ARTICLE IV
MANAGEMENT RIGHTS

4.1 Management Rights

The SSA 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 V
MEMBERSHIP AND PAYROLL DEDUCTIONS

5.1 Authorizing Dues Deduction

Any employee who is a member of the SSA, or who has applied for membership may sign and deliver to the MEA an assignment authorizing deduction of membership dues in the SSA. Pursuant to such authorization, the MEA shall deduct such dues from the bi-weekly checks of employees.

5.2 Association Membership

- A. Any non-probationary employee who is not a member of the SSA in good standing or who does not make application for membership within thirty days from the date of commencement of non-probationary duties shall, as a condition of employment, pay a fee to the SSA an amount equal to membership dues. The employee may authorize payroll deduction for such fee in the same manner as provided in Section 5.1 of this Article.
- B. In the event that an employee shall not pay such fee directly to the SSA or authorize payment through payroll deductions, as provided in Section 5.1, the MEA shall immediately cause the termination of employment of such employee upon request of the SSA. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

5.3 Remittance to SSA

Pursuant to authorization of the employee, whether for membership dues or equivalent fee, the MEA will remit to the SSA at the end of each month that portion allocated to the SSA.

5.4 Payroll Deductions

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

ARTICLE VI

HOURS OF WORK AND HOLIDAYS

6.1 Definitions - Work Day, Work Week, Work Year

- A. The normal work day shall be eight (8) hours per day, 8 a.m. to 5 p.m., Monday through Friday. The normal work day in the Zone and UniServ Offices shall be eight (8) hours as determined by the Zone Director after consultation with the Zone SSA Representative. Any change from the normal work day shall be agreed upon by the two parties. Any such change shall reflect the two (2) fifteen minute break periods referred to in Section 6.2 B.
- B. The normal work week shall be forty (40) hours, Monday through Friday. Any change from the normal work week shall be agreed upon by the two parties.
- C. Fifty-two (52) weeks shall constitute the work year.
- D. EXCEPTIONS: The work day for the Assistant Building Engineer shall be 7:30 a.m. to 4:30 p.m.
- E. SUMMER HOURS: The normal work day between the third Monday in June and September First of each year shall be 7:30 a.m. to 4:00 p.m. with a 30-minute lunch in Headquarters. Excepted is the Building Engineer who shall work from 7:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch.

6.2 Duty Free Periods

- A. All employees shall be entitled to a duty-free, uninterrupted lunch period of not less than one hour, except as may be altered by Section 6.1A or 6.1 E above.
- B. Employees shall be entitled to a fifteen (15) minute relief time in mid-morning and in the mid-afternoon.

6.3 Sunday and Holiday Meetings

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

6.4 Holidays and Breaks

The following shall be considered holidays and breaks with pay:

- A. Labor Day
- B. Thanksgiving Day and the day following
- C. Winter break beginning December 21, 1977 at 5:00 p.m. and ending January 3, 1978 at 8:00 a.m.
Winter break beginning December 19, 1978 at 5:00 p.m. and ending January 2, 1979 at 8:00 a.m.

Winter break beginning December 21, 1979 at 5:00 p.m. and ending January 3, 1980 at 8:00 a.m.

- D. Spring break, March 24, 1978 - April 13, 1979 - April 4, 1980.
- E. Memorial Day
- F. Independence Day
- G. Any other day established by an act of the Executive Director.

6.5 Holidays Falling on Saturday and Sunday

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

ARTICLE VII

EMPLOYMENT AND ASSIGNMENTS

7.1 Job Descriptions and Reclassifications

- A. The MEA has the right to establish new positions and assign the classifications and levels of pay for those positions. The SSA will, if they deem it necessary, ask for a meeting with representatives of the MEA to discuss the conditions, hours, and wages for the new position, and in those cases where agreement cannot be reached, the SSA will have the right to process the matter through the grievance procedure.
- B. In those cases where current jobs undergo a substantial change in responsibilities, the employees involved or the SSA may contest the rate of pay, hours, and conditions of employment in the same manner described for new positions and in the event the parties fail to reach agreement, the SSA will have the right to process the dispute through the grievance procedure.
- C. The SSA recognizes and agrees that the MEA has the sole responsibility for development and maintenance of the job descriptions for all positions covered by the SSA, and it is further agreed that these job descriptions may be the proper subject for the grievance procedure.

7.2 Employing Agency

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

7.3 Vacancy

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

7.4 Notice of Vacancy

- A. Notification to SSA members shall precede notification to other persons or agencies by seven (7) calendar days. All notifications shall be by first class

mail or internal distribution at headquarters. Notifications shall contain a description of the position to be filled together with the qualifications required, the salary range, the location and the Division of assignment.

- B. The vacant position will be filled not later than twenty (20) days after the position becomes vacant unless there is a Board of Directors adopted moratorium on hiring in effect or if an SSA member applicant is not available. Such vacancies will be posted during a moratorium and vacancies will be filled upon the termination of the moratorium or forty (40) days after the position becomes vacant and posted, if external posting related difficulties exist.
- C. The work of the vacant position can be assigned to other bargaining unit personnel during periods of vacancy as limited above.

7.5 Special Consideration

In filling such vacancy, the MEA agrees to give due consideration to the skills, general abilities and length of service with MEA of all applicants and agrees that such vacancy will be filled by the most qualified candidate as defined in the job description. Comparative qualifications relative to skills and abilities as provided in the job description, will be determined through the use of testing procedures, job evaluations and letters of recommendation. If qualifications are predominately equal and meet minimum requirements, the vacancy will be filled by the most senior SSA member applicant.

7.6 Wage Placement and Reclassification of Salary Range

- A. New employees shall be placed on the first step of their respective classifications.
- B. An employee transferring to a higher classification shall be placed no more than one (1) step higher than the current step or on the first step of the new position, whichever is higher.
- C. Any employee affected by reclassification will retain experience credit on the salary schedule and shall remain on the same step when moved to the new classification. Employees shall not be escalated in years of service other than by earned years of service within the reclassification salary range.

7.7 Anniversary Date

The date of employment shall constitute the employee's anniversary date, except that in the event the employee is granted an unpaid leave of absence the anniversary date shall be adjusted by the amount of time granted in the leave of absence.

7.8 Conditions of Employment

Any reclassified employee shall receive a copy of the conditions of employment on initial date of reclassification, with a copy given to the SSA Secretary.

7.9 Temporary Appointments

- A. Employees may be temporarily appointed to another position or division to meet emergency needs where there is not a vacancy. The length of a temporary appointment to cover for another member's leave of absence shall not

exceed the duration of that leave. Employees may be temporarily appointed to another position or division to assist during the interim period for filling of a vacancy up to 20 days. MEA must review the proposed move with the employee prior to implementation and, if the employee requests it, must also review the proposed move with the SSA President (or designee).

- B. Any relocation to a position which requires overnight accommodations is limited to thirty (30) days and all expenses, as identified in Section 15.4, will be paid by MEA.
- C. Temporary appointments to a higher paid position will result in payment at the higher classification for the entire period of time. Employees will continue to receive their regular pay during all other appointments.
- D. Temporary appointments will be made by the Executive Director if crossing division lines and by the Division Associate if within the division.
- E. Consideration will be given to qualifications to do the needed work and to the length of time elapsed since any previous appointment as well as length of that appointment including the work load of the temporary appointee in deciding who is to be affected. The parties agree that the involvement of any individual must be as minimal as possible.

ARTICLE VIII

RESIGNATIONS

8.1 Advance Notice

The resignation of any employee shall be submitted in writing to the supervisor, with a copy to the Personnel Office, at least ten (10) working days prior to the effective date of the resignation. Failure to give at least the ten (10) working days notice shall result in the deduction of one (1) day of accumulated annual vacation leave (per Section 8.2 of this Article) for each day of notice less than ten (10) days.

8.2 Returned Benefits

- A. Accumulated annual vacation leave time and remaining personal leave time will be utilized by addition of such time to the last work day, extending the termination date and the last payroll date.
- B. The employee may make application through the Staff Benefits office for the return of applicable retirement fund contributions and interest.

8.3 Termination Date

The termination date shall be the last day for which payment of wages or annual vacation leave pay is made.

ARTICLE IX

SENIORITY, LAYOFF AND TRANSFER

9.1 Seniority

Seniority is a policy of right of preference as to layoff, rehiring, demotion and promotion measured by continuous length of service in the bargaining unit which shall be observed in accordance with the following conditions.

9.2 New Employees' Seniority

The seniority of new bargaining unit employees shall be established after ninety (90) days of continuous employment and shall be calculated as of the original date hired. Employees who are laid off prior to completion of the ninety (90) day employment period shall have all days worked for MEA, whether consecutive or not, counted in determining their seniority and for SSA membership.

9.3 Unit Seniority

Unit seniority is defined as the seniority status of an employee in the bargaining unit with respect to all other employees who have seniority status in the SSA bargaining unit. If two or **more** employees have the same seniority, the relative order of seniority among them for purposes of this Agreement shall be determined by a drawing of lots. The seniority for all employees in the bargaining unit shall be as shown on the SSA-MEA official seniority list dated September 1, 1977. Said list to be posted on the MEA Personnel office bulletin board and up-dated monthly with a copy of any changes to the SSA President. The seniority date for additions to the bargaining unit shall be as provided in Section 9.2, and for adjustment as provided in Section 9.4, D and E.

9.4 Termination of Seniority

Seniority is terminated by any one of the following events:

- A. When an employee is discharged for just cause.
- B. When an employee resigns.
- C. When, after a lay-off, and after proper notification by certified mail, return receipt requested, to addressee only, to the employee's home, and the employee fails within twenty (20) days from mailing date of notice, to report to work or to give a satisfactory reason for such delay. A copy of said notice to return to work will be immediately delivered to the SSA President.
- D. Employees on unpaid leaves of absence shall not accrue seniority during the leave, but shall have seniority frozen at the level at the time of the leave.
- E. Time spent in positions with MEA outside of the SSA bargaining unit shall not be counted in determining seniority. Said time shall be counted, however, in determining the employee's anniversary date for purposes of accruing benefits.

9.5 Layoff and Recall

At least twenty (20) days prior to any lay-off affecting SSA members, the MEA Executive Director shall meet with the SSA President to review the plans, to discuss procedures, and to provide SSA an opportunity to suggest alternatives.

- A. All temporary, special employment, probationary and non-unit employees identified in Article I, will be immediately laid off.
- B. An employee with lowest seniority shall be laid off first provided that the more senior employee can satisfactorily perform the bargaining unit work of the laid-off employee.
- C. MEA shall notify the employee(s) and the SSA President twenty (20) days in advance of any proposed lay-off specifying the number of employees, the positions, the employee(s) name(s) and the reason(s) for the proposed action. The SSA President may then request from SSA members any employees volunteering to be laid off in lieu of those previously listed. Persons volunteering for lay-off may be allowed to replace those previously listed on the basis of seniority, if possible, based on the reason for the lay-off. Disasters which cause lay-off shall be exempted from the twenty(20) day prior notification.
- D. When vacancies occur in the bargaining unit, laid-off employees shall be recalled by seniority with the most senior being the first to return, provided they can satisfactorily perform the work in question. All bargaining unit employees shall be recalled before any special employment, temporary or non-bargaining unit employees as defined in Article I are recalled or hired unless not qualified to fill the position available after implementation of Section 9.5, H.
- E. When seniority considerations require transfer of remaining personnel to fill remaining positions, seniority shall prevail as long as qualifications for the position are met. When reduction in classification and pay results, the least senior of the remaining qualified employees will be moved. When increase in classification and pay results, the most senior of the remaining qualified employees will be moved.
- F. Recall will be to the original position whenever possible. If the person was bumped due to an earlier layoff, this clause provides for a reversal of that earlier action. Recall and re-transfer decisions will be made in consultation with the SSA President as positions become available.
- G. A laid-off employee may refuse to accept recall to a position more than twenty (20) miles from the location of the original position, in which case he/she remains on lay-off and subject to recall based upon seniority. When all other laid-off employees have been recalled or otherwise removed from the recall list, and after one more position is offered to this person (in the proper classification and for which qualified) and upon refusal of this position based on the twenty (20) mile limitation, MEA shall pay a twenty (20) day severance check to that person and he/she will be removed from the recall list and employment officially terminated. The employee may choose to remain on the recall list, in which event he/she forfeits the right to the twenty (20) day severance check.

- H. The MEA will aid laid-off employees to become employable within MEA or elsewhere by offering MEA sponsored training programs as appropriate. The SSA President will be consulted in the process of determining what programs would be appropriate.

9.6 Elimination of Position

- A. In the event MEA makes changes in its organization and/or structure which eliminates any bargaining unit position, the MEA shall inform the SSA President twenty (20) days prior to implementation. Employees affected by such changes shall be laid off in accordance with the other provisions of Article IX except as modified herein.
- B. An employee affected by Section A, may exercise his/her seniority to claim the position occupied by the least senior person in that pay range (for which qualified) if lower than his/her own seniority level.
- C. An affected employee, who is unable to move to a position within pay range, will be allowed to exercise his/her seniority to claim the position occupied by a lesser senior person (if lower than the affected employee) in the next lower pay range, if qualified for the position. The employee so transferred because of elimination of position will be frozen at the current rate of pay. MEA reserves the right to transfer the employee back to the original classification if such vacancy then occurs at the original location.
- D. If difficulties arise relative to the implementation of Sections A, B or C, particularly as related to distance or relocation, the SSA President, the Director of Internal Operations and the person whose position is being eliminated will meet to discuss alternatives and attempt to arrive at a mutually agreeable decision. It is understood that one of the alternatives available to the Director of Internal Operations in this consideration, is possible bumping to a position in a higher pay range. The final decision is made by the Director of Internal Operations and is subject to the grievance procedure.

9.7 Termination Notice

Any employee whose MEA services are to be terminated by the MEA under this Article shall be notified in writing by the Personnel Office at least twenty (20) days in advance of the termination date.

9.8 Involuntary Transfers

- A. Involuntary transfer may be made in case of emergency, to prevent undue disruption of the program or to better utilize the services and skills of an SSA member. Conditions for involuntary transfer shall be stated in writing, and may be appealed through the grievance procedure.
- B. When, upon involuntary transfer, it is mutually agreed by the MEA and the SSA 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 SSA member for the purposes of seeking, securing and moving into a new residence.

ARTICLE X
EMPLOYEE EVALUATION

10.1 Written Evaluation

The parties agree that the timely and objective evaluation of the work performance of employees is a valuable and necessary activity for both employer and employee. Its primary purpose is to aid the employee in maintaining and improving job performance. However, it provides a performance history in the official records for other purposes, such as potential promotion, as well.

The performance of each employee shall be evaluated, in writing, by the immediate supervisor using the Performance Appraisal Guidelines and Procedures Form in Appendix B.

10.2 Schedule of Evaluations

Probationary employees shall be evaluated on or before forty-five (45) days of employment and again on or before expiration of the ninety (90) day probationary period. Thereafter, each SSA member shall be evaluated at least once each year during the month of February. Failure to meet these deadlines is not condoned. However, if it should occur, the employee is presumed to have received a positive evaluation.

10.3 Personnel Record

- A. SSA members shall have access to their official personnel files, which are maintained in the Personnel Office, and may review all materials therein except letters of recommendation preceding their employment. SSA members shall receive copies of any materials placed in their official personnel files and shall be afforded an opportunity to provide a written response for inclusion in the file.
- B. If an employee disagrees with the facts as presented in a document being placed in the personnel file, the insertion of that document in the file is subject to the grievance procedure.

ARTICLE XI
DISCHARGE, DEMOTION, AND SUSPENSION

11.1 Just Cause

Discharge, demotion, suspension, or any other disciplinary action applied to an SSA member shall be made only for reasonable and just cause and in accordance with the policies and provisions of this Agreement. Except as hereinafter set forth in this Agreement the word "demotion" shall mean to reduce compensation or to transfer to a position carrying a lower salary. Transfer to a position of like classification shall not constitute demotion.

11.2 Probationary Period

New employees shall be considered to be in a probationary period during their first ninety (90) days of employment with the Michigan Education Association. The MEA, with the consent of the SSA, may extend the probationary period. Upon completion of the probationary period, the MEA shall notify the employee and the SSA.

11.3 Notification

When non-probationary employees are disciplined, they shall be notified in writing stating the reason for such action. In the event the discipline or discharge of a non-probationary SSA member is found to be without just cause, the arbitrator may order reinstatement and payment of lost wages.

ARTICLE XII

PAID LEAVES

12.1 Annual Vacation Leave

Each full time employee shall be credited with annual vacation leave according to the following schedule:

0-2 years of employment	4 hours per pay period---13 days
3-5 years of employment	5 hours per pay period---16.25 days
6-9 years of employment	6 hours per pay period---19.50 days
10-15 years of employment	7 hours per pay period---22.75 days
16 years or more of employment	8 hours per pay period---26 days

- A. Eight hours will equal one annual vacation leave day.
- B. Annual vacation leave accumulation will be limited to a maximum of 240 hours (30 days). In lieu of vacation, SSA members shall be paid an additional sum equal to the member's current rate of pay where it has been determined by the Executive Director that this would be advantageous to the MEA, and where agreeable to the SSA member involved.
- C. In case of illness or injury which requires hospitalization or home confinement under medical care while on annual vacation leave, the employee may request and will be granted change in status from annual vacation leave to sick leave.
- D.
 - 1. Annual vacation leave requests will be submitted in writing on the form provided by the Personnel Office to the immediate supervisor.
 - 2. Annual vacation leave of up to two (2) days, sixteen (16) hours total during each year (September through August) shall be subject to the approval of the immediate supervisor only.
 - 3. Because it is necessary to make plans for covering the workload of the vacationing employee, all annual vacation leave requests of three days (3) or more duration shall require a ten (10) day advance notice on the form provided, subject to the approval of the Zone Director or the Division Associate Director in addition to the immediate supervisor.

When the two (2) days in Section 12.1, D.2, have been utilized, then the provision in this Section will apply.

4. Failure to return written rejection of annual vacation leave application shall automatically mean approval.
- E. Any requests for advance payment of pay due during annual vacation leave will be made in writing in time to reach the payroll office at least ten (10) days in advance of the beginning date of said annual vacation leave.
- F. Time will not be debited against annual vacation leave used for days during annual vacation leave when the office is officially closed.
- G. Minimum time debited for annual vacation leave shall be four (4) hours per day.
- H. Unless included in the conditions of employment, no annual vacation leave shall be granted during the first ninety (90) days of employment.

12.2 Sick Leave

- A. Each SSA member will be granted sick leave at the rate of five (5) hours per pay period, cumulative without limit. Accumulated sick leave may not be used to extend sick leave beyond the 90 day elimination period for eligibility for salary continuation benefits provided elsewhere in this Agreement. Any sick leave accumulation remaining on the date salary continuation begins shall be frozen until the SSA member's return to active employment.
- B. Any employee working less than full time shall be credited with sick leave days on a pro-rated basis according to the number of hours worked, not to exceed a maximum of 130 hours during the year.
- C. The MEA shall pay the difference between Workers' Compensation payments and the employee's salary in all compensable cases arising from a proven injury that occurred as a result of employment with MEA, for a period not to exceed six months. The Executive Director may extend the six month period. None of these days shall be charged against the employee's personal leave, annual vacation leave or sick leave.
- D. Sick leave will be allowed for dental and medical appointments for an SSA member and when it becomes necessary for an SSA member to accompany his/her spouse and/or children to such appointments. Minimum time debited for sick leave will be fifteen (15) minutes to the extent of the accumulation of personal sick leave. Sick leave will be allowed for illness or injury to an employee.
- E. In case of injury or illness to an SSA member's immediate family (spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, and legal dependents), up to five (5) working days of accumulated sick leave shall be allowed per incident. Up to two (2) days will be allowed for aunts, uncles, grandparents, spouse's grandparents. One (1) day may be requested for any other relatives. Upon request, up to three (3) additional days may be authorized for necessary travel.

- F. In cases of absence due to illness or injury, the employee will call a pre-designated number at least thirty (30) minutes prior to the starting time of their work day or as soon as possible thereafter if an emergency exists.
- G. In cases of extended illness where accumulated sick leave has been depleted, the employee may elect to use vacation leave or personal leave without regard to the advance notice qualification if the illness has been of three days or more. In the event these are expended and the employee does not yet qualify for long term disability insurance benefits, the employee shall be placed on leave of absence without pay.
- H. Time will not be debited against sick leave used for days during sick leave period when the office is officially closed, for reasons other than the SSA member's absence.
- I. SSA members with five or more years of employment will, upon severance, be paid fifty-percent (50%) of unused sick leave, at the employee's rate of pay, except for dismissal based on reasonable and just cause.

12.3 Personal Leave

An employee will be released from regular duties without loss of pay up to twenty-four (24) hours per contract year for personal business, upon approval of the immediate supervisor and verification of time by the Personnel Office. Minimum time debited for personal leave will be one (1) hour. At the end of each contract year, all unused Personal Leave shall be credited to the employee as annual vacation leave.

12.4 Bereavement Leave

Up to five (5) days shall be authorized in the event of a death in the employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, brother, sister, children, and legal residents of the employee's home). Up to two (2) days will be allowed for aunts, uncles, grandparents, spouse's grandparents, brothers-in-law, and sisters-in-law. One (1) day may be requested for any other relatives. Upon request, up to three additional days may be authorized for necessary travel.

12.5 Jury Duty

An SSA member shall be excused for jury duty and the MEA will pay the difference between the jury duty pay and the SSA member's regular wage, 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 SSA member excused.

12.6 Court Subpoena

An employee will be excused with full salary when serving as a subpoenaed witness in court. Any compensation, other than expenses shall be returned to MEA by the employee.

12.7 National Guard or Reserves

Any SSA member whose condition of employment indicates armed forces reserve or National Guard status, and who is called to an active duty training program, shall be paid the difference between the reserve pay and the regular MEA wage. Such arrangement shall not extend beyond the completion of the SSA member's reserve obligation. The period of time shall be in accordance with the demands of the reservist's training unit. Necessary travel time may also be considered.

ARTICLE XIII

UNPAID LEAVES

13.1 Employment Minimum

Following one year of employment, an SSA member may request and upon recommendation of the Division Associate Director and the approval of the Executive Director, be granted a leave of absence without pay for a specified period of time. Extension of the leave may be granted if requested in writing thirty (30) days prior to the expiration of the leave.

13.2 Involuntary Unpaid Leave

- A. Involuntary unpaid leaves are those leaves caused by sickness, illness or injury to the employee. Involuntary unpaid leaves have no minimum employment requirement.
- B. The employer agrees to retain position and salary for the employee who goes on such unpaid leave for a period of up to a maximum of one year, provided that MEA is able to retain the position through the use of temporary help or temporary appointment. If a maternity leave is complicated by sickness, this section will apply.
- C. Statements from the attending physician will be provided the employer to indicate the period of time needed and to indicate that the employee is ready to resume his/her duties as defined in the job description.

13.3 Voluntary Unpaid Leave

- A. The definition of voluntary unpaid leave will cover any areas not covered in 13.2 above. The employer agrees to retain position and salary for the employee who goes on voluntary unpaid leave for a period of up to six months provided that MEA is able to retain the position through the use of temporary help or temporary appointment.
- B. On a leave of more than six (6) months up to one year, or an approved extension of two (2) years, no job rights will be retained except that the employee will be assigned the first job opening which becomes available and for which the employee is qualified at a classification which is equal to or lower than that which the employee held at the outset of the leave. The employee must be placed in a position with equal classification if one is available. An employee placed in a lower classification will be moved to the first available position at the original classification.

13.4 Return From Leave

Upon return from leave, including any extensions, the SSA member shall retain a comparable wage step in the assigned classification as that held at the beginning of such leave (based upon anniversary date).

13.5 Miscellaneous

- A. Benefits provided under these policies shall not accrue to persons on leave without pay. Accumulated benefits (including seniority) shall be frozen during leave without pay and shall be in full effect upon the employee's return to work.
- B. A leave shall not serve to terminate employment.
- C. Unless otherwise specified, conditions of a leave including any adjustment in the anniversary date, will be mutually agreed upon, in writing, between the employee and his/her Division Associate Director prior to granting such leave. In cases where agreement is reached that the employee is to be reinstated in his/her regular position, only mutually agreed upon temporary appointment or temporary help, shall be employed for the position and the employee shall be reinstated in his/her position, seniority, and status which was in effect on the first day of leave. If the employee's position has been eliminated during his/her leave, he/she shall be granted a position of like nature and pay.
- D. Unless the date of return is specifically designated in the conditions of leave, it shall be the responsibility of the employee to give at least ten (10) working days notice of intent to return to work.

ARTICLE XIV

MATERNITY, ADOPTION, CHILD CARE AND GUARDIAN LEAVES

14.1 Maternity Leave

- A. Maternity leave will be granted upon written request by the employee and supported by a statement by the employee's physician. The employee will notify the employer at the earliest opportunity. Leaves may be for a maximum of one year from the start of the approved leave.
- B. The employee may use sick leave for the period of disability as indicated by the attending physician of the employee. The balance of time on leave shall be without pay.
- C. The employer agrees to retain position and salary for the employee who requests a leave of no more than six (6) months.
- D. 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 of more than six (6) months up to one year, or an approved extension to two (2) years, 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 at a

classification which is equal to or lower than that which the employee held at the outset of the leave. The employee must be placed in a position with equal classification if one is available. An employee placed in a lower classification will be moved to the first available position at the original classification.

- E. Upon return from leave, including any extensions, the SSA member shall be assigned to a position at the same wage step as the position held at the beginning of such leave.
- F. Seniority shall not accrue during the leave or extensions.
- G. If the employee returns to employment within six (6) months of the beginning date of the leave, the employee shall provide the employer with a doctor's statement indicating that the employee is ready to resume her duties as defined in the job description.

14.2 Adoption, Child Care and Guardian Leaves

Adoption, child care, or guardian leaves will be granted following written request from the employee to the Personnel Office and a confirming statement from the appropriate individual or agency. The employee will notify the employer as soon as possible after determination of need. The same rights, privileges and obligations shall apply as for maternity leave except for the privilege of using sick leave.

ARTICLE XV

COMPENSATION

15.1 Basic Compensation Rates

The salaries of SSA members covered by this Agreement are set forth in Appendix A effective September 1, 1977, which is attached to and incorporated in this Agreement. Such salary schedules will remain in effect during the term of this Agreement.

15.2 Pay Advancement

The annual rates of pay shown in the salary schedules (Appendix A) are based on full-time employment in the specified positions. An increment shall be an earned increase in salary applicable on the employee's anniversary date.

15.3 Overtime

- A. Overtime worked in excess of forty (40) hours in any one week shall be compensated at one and one-half (1½) times the employee's hourly rate. When the office has been declared officially closed, when a holiday falls during the work week, or when paid sick leave, vacation, bereavement leave, or personal leave are taken, those hours absent shall be counted as hours worked when computing overtime. If any employee is requested to work on a holiday or break, he/she shall be paid two and one-half (2½) times his/her regular hourly rate. Any employee requested to work on Sunday will be paid double his/her regular hourly rate.

- B. All overtime shall be approved by the Division Associate Executive Director. Overtime may be required of any employee.

15.4 Travel Expense

When an employee is requested to travel away from his/her regular place of employment, he/she shall be reimbursed for expenses incurred as provided in the MEA Staff Expense Policy as adopted by the MEA Board of Directors on August 26, 1977, or subsequent revisions. Workshop expenses shall be reimbursed as provided in the Staff Expense Policy with the requirement that participants must receive special authorization prior to taking meals or room at alternate locations other than the workshop site. Such special authorization requests must be submitted in writing accompanied by adequate rationale. When such approval is granted, MEA may stipulate special conditions such as different expenditure limits.

15.5 Compensatory Time

Compensatory time may be used in lieu of overtime at the employee's option.

ARTICLE XVI

FRINGE BENEFITS

16.1 Health Insurance

The SSA member has the option of selecting one of the following, to be paid by MEA:

- A. MESSA Super-MED II - Full Family Coverage
- B. MESSA Super-MED II - Full Family plus MESSA Care premiums for the spouse if over 65.
- C. MESSA Super-MED II - Individual employee coverage, plus eighth (8th) day loss of income protection insurance which provides the maximum weekly benefit available based on the employee's wage range.
- D. SSA members not wishing health insurance subsidy by MEA may apply the equivalent of an individual SSA member's single subscriber premium toward any of the MESSA insurance options listed: Term Life Insurance up to \$125,000; Dependent Life Insurance; Short Term Disability insurance up to \$300 per week; Supplemental Hospital insurance; Accidental Death coverage up to \$100,000; Survivor Income benefits; and MEFSA Automobile Insurance.

16.2 Dental Health Care Insurance

- A. The MEA will provide full family Dental Health Insurance, Plan A, plus Orthodontic rider, Plan 0-4 (Delta Dental Plan of Michigan or its equivalent), through August 31, 1979.
- B. The MEA will provide full family dental health insurance with Delta Dental Plan of Michigan or such carrier as can provide the following coverage: (based on the MESSA Delta Dental Program)

Effective September 1, 1979, MEA will provide dental health insurance, Plan H-05 (the insurer will pay 85% of Class I benefits and 50% of Class II benefits up to a maximum of \$1,000 per patient per year. In addition, the insurer will pay 70% of Class III benefits to a lifetime maximum of \$700.00.

16.3 Group Life Insurance

The MEA will provide, without cost to the SSA member, MESSA Term Life insurance protection in the amount of:

\$15,000 life and \$30,000 Accidental Death and Dismemberment

16.4 Optical Insurance

The MEA will provide MESSA Optical Insurance Plan I (as identified in MESSA bargaining brief-5th edition 1976-77) full family coverage.

16.5 Travel Accident Insurance

Employee travel accident insurance shall be provided for employees. The current limits are \$25,000 for loss of life and a maximum of \$2,000 for medical and hospitalization charges. Travel must be approved in order for the employee to be eligible for this benefit.

16.6 Salary Continuation Insurance

The MEA will provide a salary continuation insurance plan for each eligible SSA member. Said Salary Continuation Insurance plan will contain all benefits presently included in Policy Number SR 224048, Continental Casualty Insurance Company, Tenny Insurance Agency, and all forms and addendums attached thereto, up to and including September 1, 1977.

16.7 Retirement

The MEA-MESSA-MEFSA Staff Retirement Plan shall continue in full force and effect. All proposals to change the staff retirement plan benefits shall be referred to a joint bargaining committee composed of representatives of all recognized bargaining units of MEA, MESSA, and MEFSA, and the employers (MEA, MESSA, and MEFSA). Any benefit changes negotiated by this joint bargaining committee shall be subject to appropriate ratification processes and shall be incorporated into the respective master agreements.

16.8 Continuing Education

- A. SSA members earning high school level or college credits shall receive reimbursement by the MEA for full tuition and cost of books and other required materials upon submission of a passing grade of "C" or above to the Personnel Office.
- B. This educational benefit shall equal no more than \$7,000.00 per contract year.
- C. Time may be taken from working hours for classes, without loss of pay, upon approval by the immediate supervisor and Zone Director or Associate Director.

- D. Employees will be eligible for registration costs, travel expenses, and full pay to attend seminars which are related to employment with MEA if given prior approval by the Director of Internal Operations.
- E. The SSA Executive Committee shall facilitate distribution of the educational benefit and provide the necessary documentation to the Director of Internal Operations for payment.

16.9 MEALS

Effective September 1, 1978, the MEA will provide, without cost to the SSA member, M.E.A.L.S. (Michigan Education Association Legal Services) sponsored by Group Fifty.

ARTICLE XVII

GRIEVANCE PROCEDURE

Definitions

17.1 Grievance Defined

Any claim by the SSA or SSA member that there has been a violation, misinterpretation or misapplication of the terms of the Agreement shall be a grievance, and shall be resolved through the procedure set forth herein. The aggrieved is an SSA member who feels troubled or distressed, shows grief, injury or offense and who files a grievance.

17.2 Time Limits

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

17.3 SSA Representative

An SSA representative is any person so designated by the SSA.

17.4 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 disclosed to the other party. If any nonprobationary SSA member shall have been found to have been improperly deprived of any compensation, the arbitrator may award such reimbursement.

Procedure

17.5 Informal

Nothing in this procedure shall be construed to prevent the SSA member and the immediate supervisor from attempting to resolve the problem.

17.6 Formal - Step One

Whenever an SSA member or SSA has a grievance, the aggrieved shall present the grievance in writing to the immediate supervisor within thirty (30) days following the date of the alleged occurrence. Within ten (10) days after receipt of such a presentation, the supervisor may hold a meeting with the aggrieved members. This meeting may be attended by an SSA representative. Within ten (10) days after the conclusion of the Step One meeting, the supervisor shall submit written answers to the aggrieved SSA member and the SSA.

17.7 Step Two

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 Director. That presentation shall be made within ten (10) days after receipt of the supervisor's answer at Step One. Within ten (10) days after receipt of such grievance, the Director of Internal Operations shall hold a meeting which may be attended by the grievant(s), the SSA representative, and the immediate supervisor. Within ten (10) days after the conclusion of such meeting, the Director of Internal Operations shall submit a written answer to the SSA with a copy to the grievant.

17.8 Step Three

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

Witnesses deemed necessary by the SSA and/or the appropriate manager, who are MEA employees outside of SSA, shall be made available by the MEA as witnesses. Expenses for such employees, whether requested by SSA or MEA, will be paid by MEA.

ARTICLE XVIII

EMERGENCY BUILDING CLOSING

18.1 Procedures for Closing

- A. On any day that severe weather and hazardous driving conditions are such that it becomes dangerous for MEA employees to travel to the MEA Headquarters Building or any of the Area Offices, the Executive Director or his designee shall announce office closings. The closing of the school district in the area of the office will be a strong consideration in the decision to close an MEA office. The announcement shall be made on local radio stations prior to 7:00 a.m. The Area Office employees will receive notification by the most expedient means available. The Associate Executive Director for UniServ shall be notified as soon as possible in cases of emergency closing of Area or Zone Offices.

- B. Should a situation arise when an office loses heat or electrical power for a period of time as to make it uninhabitable, or should it be determined that such loss will be for a significant period of time before necessary repairs can be made, the office may be closed by the Executive Director or his/her designee. In the field, in the absence of the UniServ Director(s), permission to close an office may be sought from the Associate Director for UniServ or the Director of Internal Operations.
- C. The office of the Associate Director for UniServ shall be notified of all Area Office closings. Further, it is not the intent of this Article to close, unnecessarily, any office, but only when there is a clearly demonstrated need.

18.2 Compensation When Office is Closed

The parties agree that in those cases all employees will be entitled to eight (8) hours of straight time pay not deducted from sick leave or vacation pay, and in those cases where an employee arrives for work and finds that there has been an announced closure, the supervisor may request the person to work and in those cases the employee will receive an additional one-half (1/2) times the regular hourly rate for those hours worked in addition to the eight (8) hours mentioned above.

18.3 Compensation When Office is Open and Employee Unable to Report

If the office is open but the employee is unable to report for work, the employee may request pay for the day and in those cases the time will be deducted from accumulated vacation.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Workshops

- A. The purpose of SSA-MEA workshops is to upgrade skills and knowledge required of SSA members, provide opportunities for the staff to become familiar with the programs and daily operation of the total organization and to foster a greater sense of unity. The parties agree that significant effort must be put forth by organizers to assure the success of the workshops.
- B. Three (3) days will be allotted annually to staff workshops, planned and conducted under the direction of the Executive Director or his/her designee. One (1) day shall be reserved for Zone staffs and headquarters staff as separate groups. The second day shall be scheduled for a statewide SSA workshop to be held in conjunction with the third scheduled workshop day which shall be divisional level workshops.
- C. The statewide workshop shall be held on Thursday with divisional workshops on Friday with Saturday reserved for the SSA Annual Meeting. The combined workshop days shall be scheduled for the MEA Conference Center during April or May. The workshops shall begin no earlier than 11:00 a.m. on Thursday to facilitate travel time and may include a Thursday evening session.

- D. No overtime pay shall be granted. All SSA members are expected to be in attendance for the entire time of the workshops. Two nights lodging will be allowed and all expenses will be paid according to the provisions of Article XV, Section 15.4.

19.2 Subcontracting

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the MEA agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, leased or conveyed in whole or in part to any other organization, person, or non-unit employee that would eliminate or reduce paid work hours for any SSA member until such time as the MEA has advised the SSA. The MEA shall provide relevant data to substantiate the need to improve the organization's efficiency. In addition to any other benefits conferred by this Agreement, employees terminated due to subcontracting shall receive one (1) month's pay for each year of service, to a maximum of four (4) months. Subcontracting decisions are subject to the grievance procedure.

19.3 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.

19.4 Maintenance of Standards

Unless modified by this Agreement, conditions of employment shall be maintained at no less than the highest minimum standards in effect at the time this Agreement is signed. Such conditions shall be improved for the benefit of all SSA members as required by the express provisions of this Agreement.

19.5 Copy Distribution

Copies of this Agreement and additions thereto shall be printed at expense of the MEA and presented to all SSA members now employed and hereafter employed.

19.6 Savings Clause

If any provision of this Agreement or any application of the Agreement to any SSA 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, and the parties will agree to meet and reach acceptable language to meet the legal requirements as directed by the court interpretation. All other provisions or applications shall continue in full force and effect.

19.7 Secondary Contract

Any individual contract or agreement between the MEA and individual SSA 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 SSA shall likewise be consistent with and subject to the terms of this Agreement.

19.8 No Lock-Out

MEA agrees that it will not lock-out any of the employees covered by this Agreement.

19.9 Negotiation Procedure

- A. Between April 1 and April 15, 1980, the SSA shall initiate bargaining by delivering a letter to MEA (to the Director of Internal Operations) announcing their intentions to negotiate a successor Agreement to this contract. The President of SSA will then meet with the Director of Internal Operations within five (5) days of the above deadline to set a date for the first bargaining session which will take place no later than May 1, 1980.
- B. By mutual consent of the MEA and the SSA, items may be introduced for negotiation any time during the effective dates of the ratified Master Agreement.
- C. This Agreement will not be modified in whole or in part except by a written document duly executed by the MEA and the SSA.

19.10 Volunteers at MEA-Representative Assembly and Other Meetings

MEA recognizes that an employee who understands the goals, objectives and operation of our organization becomes a more valuable employee.

- A. There is mutual advantage when an SSA member is able to work at activities such as MEA-Representative Assemblies, Workshops and Conferences for teacher leaders and training for professional staff. Therefore, when such an opportunity is available, a request for volunteers will be made in the geographic area where the meeting is to be held to fill specific assignments. In cases where there are more responses than positions available, unit seniority will be used to make the selection.
- B. If responses are insufficient to fill the need, employees may be asked to assist. It is understood an SSA member has the right to decline (if such assignment is not part of their job description) but his/her name will be placed at the bottom of the seniority list for future determination for special meeting assignments.

19.11 Miscellaneous Provisions

Work being performed by members of the bargaining unit will not be performed by supervisory staff so as to cause a reduction in SSA staff or cause the elimination of SSA positions.

19.12 Employee Operations Manual

MEA agrees to mutually develop the Employee's Operations Manual starting in September 1978 with the SSA. The parties agree that items which do not meet with the agreement of SSA may be placed in the Manual by MEA and will be so designated. Such items are subject to the grievance procedure.

19.13 Any time the term "day" is used in this Agreement, it refers to normal workday unless otherwise specified.

ARTICLE XX

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1977, and shall continue in effect for thirty-six (36) months, expiring on the 31st day of August, 1980.

For Services Staff Association

For MEA

Eva Stafford
President

Keith B. Seeger
President

Marie Kay Hill
Negotiations Chairperson

James H. Miller
Negotiations Chairperson

Dated this 10th day of January, 1978.

September 1, 1977

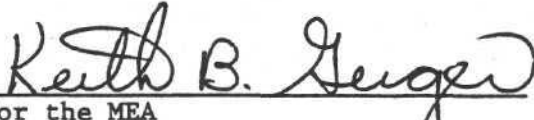
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, between the Michigan Education Association and the MEA Services Staff Association, concerning conditions of employment of the MEA President's secretary and the filling of a related vacancy, is effective from September 1, 1977 through August 31, 1979.

Section VII-A-18 of the Bylaws of the Michigan Education Association states: "The duties of the president shall include the following: Shall employ a personal secretary." This provision became effective September 1, 1975.

The MEA President who assumed office at that time directed that the applications for secretary to the President be limited to members of the MEA Services Staff Association, under the following conditions:

1. The term of appointment is temporary, from September 1, 1977 through August 31, 1979, at which time the SSA member would return to an equivalent position and at the location held at the time of this appointment.
2. Pay is based on current level plus \$2,000 per year, adjusted on the member's anniversary date.
3. This secretary will be on leave of absence from the Services Staff Association during the period of service as secretary to the MEA President, and will return to SSA membership at the end of this term. However, all fringe benefits provided to SSA members will remain in force for this secretary. No moving expenses are to be provided.
4. The temporary vacancy left by the appointment as secretary to the President will be filled according to Article VI, Section 6.9 or Article I, Section 1.2c, if Section 6.9 cannot function.
5. The replacement employee will be placed on the appropriate SSA wage schedule, and will receive all benefits provided in the MEA/SSA contract applicable to the position, and will be a member of the SSA as provided in Section 4.2 of the contract, during this period of employment.
6. A copy of each set of Conditions of Employment shall be attached hereto, indicating acceptance of the employees affected that they understand these conditions of temporary employment.


For the MEA


For the SSA

9-5-77
Date

9-1-77
Date

Copy to: SSA
Keith Geiger
Herman Coleman
Jim Miller
Judy Behl

APPENDIX A

PAY RANGE IN HOURLY AMOUNTS

CLASS CODE	CLASS TITLE	PAY STEP NUMBER		STEP					
		Min.	Max.	A	B	C	D	E	F
001	Membership Clerk	5	10	\$4.45	\$4.67	\$4.91	\$5.16	\$5.42	\$5.68
002	Membership Processing Coordinator	8	13	5.16	5.42	5.68	5.97	6.28	6.58
003	Word Processing Unit Operator	7	12	4.91	5.16	5.42	5.68	5.97	6.28
004	Word Processing Unit Coordinator	10	15	5.68	5.97	6.28	6.58	6.91	7.26
005	Switchboard Operator/Receptionist	5	10	4.45	4.67	4.91	5.16	5.42	5.68
011	Bookkeeper	6	11	4.67	4.91	5.16	5.42	5.68	5.97
012	Head Bookkeeper	10	15	5.68	5.97	6.28	6.58	6.91	7.26
015	Payroll Clerk	8	13	5.16	5.42	5.68	5.97	6.28	6.58
018	Accountant	14	19	6.91	7.26	7.62	8.00	8.41	8.82
021	Secretary	6	11	4.67	4.91	5.16	5.42	5.68	5.97
022	Senior Secretary	11	16	5.97	6.28	6.58	6.91	7.26	7.62
025	Field Secretary	7	12	4.91	5.16	5.42	5.68	5.97	6.28
026	Zone Secretary	10	15	5.68	5.97	6.28	6.58	6.91	7.26
029	Editorial Assistant	7	12	4.91	5.16	5.42	5.68	5.97	6.28
101	Bindery Assistant	1	06	3.67	3.85	4.04	4.24	4.45	4.67
102	Layout and Bindery Assistant	7	12	4.91	5.16	5.42	5.68	5.97	6.28
103	Addressing Equipment Operator	7	12	4.91	5.16	5.42	5.68	5.97	6.28
104	Bindery Machine Operator	6	11	4.67	4.91	5.16	5.42	5.68	5.97
105	Offset/Duplicator Operator	8	13	5.16	5.42	5.68	5.97	6.28	6.58
106	Chief Offset/Duplicator Operator	11	16	5.97	6.28	6.58	6.91	7.26	7.62
201	Housekeeper	1	06	3.67	3.85	4.04	4.24	4.45	4.67
203	Assistant Building Engineer	11	16	5.97	6.28	6.58	6.91	7.26	7.62
204	Building Engineer	14	19	6.91	7.26	7.62	8.00	8.41	8.82
205	Mail/Supply Room Clerk	1	06	3.67	3.85	4.04	4.24	4.45	4.67
206	Mailroom Coordinator	8	13	5.16	5.42	5.68	5.97	6.28	6.58
207*	Supply Room Coordinator	12	17	6.28	6.58	6.91	7.26	7.62	8.00
301	Library Technician	9	14	5.42	5.68	5.97	6.28	6.58	6.91

*The wage steps for the 207 Supply Room Coordinator position will be reduced to steps 11-16 when the current employee leaves the position.

SECOND YEAR (September 1, 1978 through August 31, 1979) — The wage schedule will be subject to a cost-of-living adjustment of a minimum of 5.5% to a maximum of 6.5% improvement.

The cost-of-living adjustment will be as shown by the Bureau of Labor Statistics' Department of Labor's CPI report, Urban Wage Earners & Clerical Workers, U.S. City Average for the fiscal period increase July, 1977 through June, 1978.

THIRD YEAR (September 1, 1979 through August 31, 1980) — The wage schedule will be subject to a cost-of-living adjustment of a minimum of 5.5% to a maximum of 7% improvement.

The cost-of-living adjustment will be as shown by the Bureau of Labor Statistics' Department of Labor's CPI report, Urban Wage Earners & Clerical Workers, U. S. City Average for the fiscal period increase July, 1978 through June, 1979.

APPENDIX B

SSA PERFORMANCE APPRAISAL GUIDELINES AND PROCEDURES

I. Purpose

The purpose of the SSA Performance Appraisal is to aid the bargaining unit member in maintaining and improving job performance.

II. Bargaining Unit Member Discussion Worksheet (Form I)

- A. This worksheet may be used by the bargaining unit member for a discussion with her/his supervisor. These questions are intended to help you think objectively about your job. Do not feel limited in your discussion to the questions listed. On the other hand, do not feel that an item must be covered if it seems inappropriate.
- B. Your completed worksheet may either be retained for your personal use only or returned to your supervisor a few days prior to the discussion.
- C. A sincere constructive discussion between you and your supervisor should be of value to you, your supervisor and the organization.

III. Evaluation Schedules

- A. Probationary employees shall be evaluated on or before forty-five (45) days of employment and again on or before expiration of the ninety (90) days probationary period.
- B. The annual evaluations shall be conducted during the month of February each year and completed appraisals shall be in the Personnel Office within one week after the completion of the interview.
- C. Interim evaluations may be conducted at any time upon the request of either the member or immediate supervisor for the purpose of communicating and aiding the member in further maintaining or improving job performance. The bargaining unit member shall have not less than one month nor more than six months in which to meet the required goals and objectives stated in the interim evaluation. If the member meets the required goals and objectives of the interim evaluation, it shall be removed from the personnel file.
- D. Once an annual appraisal or an interim appraisal is completed, circumstances which were known to the evaluator prior to that time, and which are not covered in that appraisal, shall not be included in any later annual appraisal or interim appraisal.

IV. Evaluator

In order for the appraisal of SSA bargaining unit members to be effective, it is necessary for the evaluator to be the staff member who is providing the daily workload to the bargaining unit member. The immediate supervisor, for evaluation pur-

poses, shall be determined by the Associate Director in each division. The name of the evaluator shall be provided to each bargaining unit member in writing initially by November 30, 1977, thereafter, the name of the evaluator shall be provided in writing upon any change in job positions.

Consideration should be given to provide privacy and insure adequate uninterrupted time to conduct an effective performance appraisal.

V. Areas To Be Observed (Form II)

A. Job Description Areas

1. In this category, the evaluator should be concerned with not how much, but how well the work is done. Has the work been planned and coordinated? Is completed work accurate, neat, well organized? Does work reflect the use of knowledge and skills needed for this position?
2. The evaluator may want to point out in this section special qualities, attributes or significant instances in which the bargaining unit member has demonstrated special skills.
3. In this category, attention should be called to area(s) in which the bargaining unit member may require improved job performance, if any.
4. Be specific as to the needed areas of improvement, the goals and objectives desired, the particular course of action to be followed, including the time line for accomplishment.

B. Non-Job Description Areas

1. Refer to Article III (Released Time), Article V (Hours of Work and Holidays), and Article X (Paid Leaves) of the SSA-MEA Master Agreement. Punctuality will be determined according to established policies in Article V (Hours of Work and Holidays).
2. The evaluator may want to refer to specific instances in which the bargaining unit member took independent action in making work improvements, identified and corrected errors, developed new work skills, or solved problems.

C. Other Areas

Some items to be considered are: quantity of work, public relations, knowledge of the organization, work coordination abilities, etc.

VI. Feedback (Form III)

Because the effectiveness of the appraisal program needs to be assessed, the Director of Internal Operations will notify the SSA President in writing not later than April 1 as to the number of bargaining unit members evaluated and also providing a synopsis of the feedback forms returned. At that time, the parties may agree to meet for the purpose of mutually developing any needed changes to this appraisal program and to assess training needs to improve job performance of the bargaining unit members.

VII. Due Process

An appeal procedure of the appraisal shall be available to all bargaining unit members through the Associate Director for that bargaining unit member's division.

EMPLOYEE DISCUSSION WORKSHEET

The Worksheet will help you prepare for a performance discussion with your supervisor. These questions are intended to help you think objectively about your job. Do not feel limited in your discussion to the questions listed. On the other hand, do not feel that an item must be covered if it seems inappropriate.

It is suggested that a copy of your completed worksheet be returned to your supervisor a few days prior to the discussion.

A sincere constructive discussion between you and your supervisor should be of value to you, your supervisor and the organization.

1. Describe Your Job: What are you expected to accomplish, what results are you expected to produce?

2. (a) What part of your present job interests you most?

- (b) What part of your present job interests you least?

3. Do your work assignments generally make good use of your knowledge and experience? _____ -If not, what changes do you suggest?

4. Is your workload satisfactory? _____ Do you recommend changes? _____
Explain:

5. Are there changes you would like to see made in your job content, the organization of your work group or administrative procedures which would help you improve your performance?

6. What steps have you taken recently to improve your performance and/or to prepare yourself for future job opportunities?

7. Are there parts of your assignment in which you feel you need more experience and training? _____ If so, please indicate:

8. What additional items would you like to discuss?

Completed by: _____ Date: _____

Employee _____

Date _____

APPENDIX B
Form II

PERFORMANCE APPRAISAL

OF S. S. A. BARGAINING UNIT MEMBERS

I. Job Description Areas

- A. Describe the bargaining unit member's performance in terms of quality of job responsibilities as related to the job description.

- B. Describe the bargaining unit member's strong point(s) in regard to performance of job description responsibilities:

- C. Describe the bargaining unit member's weak point(s) in regard to performance of job description responsibilities:

- D. List the program for potential improvement and the timetable including follow-up:

II. Non-Job Description Areas

- A. Describe the bargaining unit member's performance as related to attendance and punctuality and of operating within contractual time limits for leave days as established by the SSA-MEA Agreement:

- B. Describe the areas wherein the bargaining unit member has demonstrated or could demonstrate initiative and reliability:

III. Other Areas

(To be used by the evaluator if there is a need to make any other comments not covered by the above.)

This performance appraisal has been completed and I have reviewed this completed form with my evaluator.

*Signature - SSA Bargaining Unit Member

Date

Signature - Evaluator

Date

Next Scheduled Review _____

THIS COMPLETED FORM IS TO BE FORWARDED TO THE PERSONNEL OFFICE WITHIN ONE WEEK AFTER THE INTERVIEW FOR INCLUSION IN THE PERSONNEL FILE.

*Signature does not necessarily indicate agreement or disagreement.

PERFORMANCE APPRAISAL FEEDBACK FORM

The MEA-SSA Performance Appraisal Program provides employees the opportunity to evaluate the appraisal interview. In order to guarantee anonymity, the employee is asked not to sign the form and completed forms will not be distributed to supervisors. The forms will be evaluated in order to determine the effectiveness of the program and to determine if additional training or counseling in methods of conducting effective performance appraisal interviews are indicated.

PLEASE COMPLETE AND RETURN THIS FORM TO THE PERSONNEL OFFICE WITHIN TEN (10) DAYS OF RECEIPT OF COMPLETED EVALUATION. All information on this form will be treated in a highly confidential manner. Responses, but not the forms, will be reported to supervisors and the SSA when content indicates need to do so.

1. The discussion of my job performance with my immediate supervisor:

- _____ A. Was of great benefit to me.
- _____ B. Was of some benefit to me.
- _____ C. Was of little benefit to me.
- _____ D. Was of no benefit to me.
- _____ E. Did not take place.

2. Please explain the reasons for the response you made to question No. 1.

3. What is your reaction to Performance Appraisals?

Division: _____

Zone/Department _____

APPENDIX C

BARGAINING UNIT POSITIONS

<u>Code</u>	<u>Title</u>
001	Membership Clerk
002	Membership Processing Coordinator
003	Word Processing Unit Operator
004	Word Processing Unit Coordinator
005	Switchboard Operator/Receptionist
011	Bookkeeper
012	Head Bookkeeper
015	Payroll Clerk
018	Accountant
021	Secretary
022	Senior Secretary
025	Field Secretary
026	Zone Secretary
029	Editorial Assistant
101	Bindery Assistant
102	Layout and Bindery Assistant
103	Addressing Equipment Operator
104	Bindery Machine Operator
105	Offset/Duplicator Operator
106	Chief Offset/Duplicator Operator
201	Housekeeper
203	Assistant Building Engineer
204	Building Engineer
205	Mail/Supply Room Clerk
206	Mailroom Coordinator
207	Supply Room Coordinator
301	Library Technician



