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1984-86 *Master Agreement*

*between the
Michigan Education Association
and the
United Staff Organization/PSA*

Michigan Education Association

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PREAMBLE

THIS AGREEMENT ENTERED INTO THIS 26TH DAY OF APRIL, 1984, IS BETWEEN THE MICHIGAN EDUCATION ASSOCIATION (HEREIN REFERRED TO AS THE MEA) AND THE UNITED STAFF ORGANIZATION (HEREIN REFERRED TO AS THE USO).

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit Defined

The Michigan Education Association (MEA) hereby recognizes the United Staff Organization (USO) as the sole and exclusive bargaining representative for all professional personnel, whether regular, temporary and/or part-time, under contract, on leave, or layoff in the bargaining unit defined in the NLRB Case No. 7-RC-16868, as follows:

All state option UniServ Directors and professional employees of the employer, Michigan Education Association, including Assistant Editors of the Voice, Managing Editor of the Voice, Negotiations/Research Consultants, State Agencies Liaison/Consultant, Research Consultants, Public Relations Consultants, Organizers, Political Action Consultants, Staff Attorneys, Retirement Consultants, Higher Education Consultants, Legislative Consultants, Professional Development/Human Rights Consultants, and Creative Communication Consultants, but excluding local option UniServ Directors, Executive Director, Associate Executive Directors, Finance Director, Director of Human Resources, Director of Organizing and MESPA, Director of Legal Services, Director of Government Affairs, Director of Communications, Research and Bargaining, Zone Directors, Interns, office clerical employees, guards and supervisors as defined in the Act and all other employees.

Such representation shall cover all personnel assigned to newly created positions unless such positions are supervisory and/or administrative within the meaning of the NLRA. Effective September 1, 1984, the MEA shall not create nor approve any additional local option coordinating councils.

1.2 Exclusive Rights

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

1.3 Definition

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

Program Development and Support

Administration

UniServ

Program Services

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.

ARTICLE 2 - ASSOCIATION RIGHTS

2.1 Right to Concerted Activities

The MEA agrees that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or conditions of employment by reasons of membership in the USO, participation in activities of USO, 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 USO agrees to submit payment for such usage quarterly.

Without cost to the USO or its affiliates, the MEA shall provide an office at MEA Headquarters. Said office shall be separate from other persons in the building, shall be equipped with one telephone extension and shall be for the use of USO and any of its affiliate unions.

2.3 Request for Information

The MEA agrees to furnish, in response to reasonable requests, information which may be necessary for the USO 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 bargaining unit.

2.4 Non-Discrimination

- A. Provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, age, sex, sexual preference, or marital status except where provisions may be in conflict with application of the affirmative action employment program.
- B. Sexual Harassment: It is expressly understood that the lack of sexual submission or the threat or insinuation that lack of sexual submission will adversely affect the employment, compensation, advancement, assigned duties or work schedule, professional standing or other work or employment conditions of an employee is sexual discrimination.

The employer agrees that it, its agents, employees, administrators and supervisors are not to engage in any such behavior or practice.

2.5 Released Time

- A. The MEA agrees to provide up to ninety-six (96) days per year released time for use by the PSA/USO, its officers and members for the purpose of conducting Association business. Application of the PSA/USO member is to be submitted for approval to the immediate supervisor prior to any use of PSA/USO released time. The PSA/USO member is responsible for reporting such use of released time on time sheets.
- B. The PSA/USO 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 and shall be reported on time sheets.

- C. In the event the President of the USO is a member of this bargaining unit, he/she and/or the President of the PSA/USO shall, at the option of USO be released from their assignments on a full time basis if the USO and/or PSA/USO agree to reimburse MEA for the cost of all salary and benefits.

For the duration of a bargaining unit member's services as USO or PSA/USO President, his/her position shall be considered a temporary vacancy and shall be filled pursuant to Article 8, "Vacancies and Transfers." The USO and PSA/USO President shall have the right to return to his/her position upon the completion of service as USO or PSA/USO President.

- D. In addition, the MEA agrees to release each PSA/USO member for up to one half (1/2) day each year for the purpose of attending the annual meeting of the PSA or USO. 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.

- E. Joint negotiations meetings between the USO 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 3 - 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 4 - MEMBERSHIP AND PAYROLL DEDUCTIONS

4.1 Association Membership

It shall be a condition of employment that all employees of the MEA covered by this Agreement who are members of PSA/USO in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement shall, not later than the thirty-first calendar day following the effective date of this Agreement, become and remain members in good standing of

PSA/USO. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, not later than the thirty-first calendar day following the beginning of such employment, become and remain members in good standing of the PSA/USO.

4.2 Membership Dues and Assessments

The PSA/USO shall notify the MEA Office of Human Resources by September first of each year of the amount of PSA/USO dues and fees to be deducted from the pay of those employees who elect to pay such sums by payroll deduction.

4.3 Method of Deduction

Bargaining unit members who are paying dues and fees by payroll deduction on the effective date of this Agreement shall continue this method of payment unless the member terminates such payroll deduction in writing. Employees hired on or after the effective date of this Agreement may sign an authorization for the deduction from their paychecks of dues and fees as determined by USO.

The MEA shall furnish to each new employee covered by this Agreement an application for USO membership, an authorization for payroll deduction of USO dues and fees, and a written explanation of the USO structure and function as provided by USO.

The authorization for payroll deduction of dues and fees shall remain in effect unless revoked in writing by the member of the bargaining unit. Said deduction shall be made from each paycheck in an amount determined by the USO. Such amount shall be promptly remitted to the USO.

4.4 Payroll Deductions

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

ARTICLE 5 - WORKING HOURS

5.1 Workload and Schedule

- A. An employee shall exercise sound judgment in maintaining a schedule sufficient to perform his/her duties. An employee shall be able to adjust his/her hours and workload, including time away from work, provided that such adjustment shall not result in such duties not being performed. As a general rule, this will necessitate the employee to work 40 to 50 hours each week.
- B. If the employer has reasonable grounds to believe an employee is not working sufficient hours to perform his/her duties, the employer shall have the right to request a detailed written outline of an employee's schedule. Thereafter, if the employer is unsatisfied with the schedule maintained by an employee, the employer shall have the right to require the bargaining unit member to adhere to a specified 40 to 50 hours per week work schedule.

5.2 Sunday and Holiday Meetings.

The MEA shall not schedule meetings or conferences on Sundays or holidays which require the attendance of bargaining unit members. Whenever possible, MEA shall not schedule meetings or conferences so as to require travel by bargaining unit members on Sundays or holidays.

ARTICLE 6 - HOLIDAYS

6.1 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, 1984, at the end of the scheduled workday and ending January 3, 1985, at the beginning of the scheduled workday.

Winter Holiday beginning December 20, 1985, at the end of the scheduled workday and ending January 2, 1986, at the beginning of the scheduled workday.

Bargaining unit members may augment their Winter Holiday by any one (1) of the following.

- (a) One (1) day for each day worked over the Labor Day weekend;
 - (b) Automatic approval of accumulated compensatory time which, if added to any days earned in (a) above, does not exceed two (2) days.
- 4. Martin Luther King, Jr.'s Birthday (January 21, 1985 and January 20, 1986).
 - 5. Spring Holiday: April 5, 1985 and March 28, 1986. Bargaining unit members may augment their Spring Holiday by automatic approval of accumulated compensatory time not to exceed two (2) days.
 - 6. Memorial Day
 - 7. Independence Day
 - 8. Other days as designated by the MEA Executive Director.

6.2 Holidays 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 7 - EMPLOYMENT AND TRAINING

7.1 Employing Agency

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

7.2 Probationary Employment

New bargaining unit members are considered to be in a probationary period during the first twelve (12) months of continuous employment with the MEA. Time spent on layoff or leave without pay shall not count toward fulfillment of the probationary employment period but shall not be considered an interruption of continuous employment.

7.3 Outside Employment

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

Bargaining unit members shall not accept any type of outside employment or financial remuneration which may by implication or practice place the bargaining unit 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.

Bargaining unit 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 bargaining unit member'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.

7.4 Notification of Layoff, Termination of Employment or Mandatory Retirement

The MEA shall provide all bargaining unit members with a sixty (60) day written notification of layoff, termination of employment or mandatory retirement; provided, that probationary bargaining unit members shall be provided no less than thirty (30) days written notification of termination of employment.

7.5 Affirmative Action Employment Program

The MEA shall maintain an Affirmative Action program in compliance with Equal Employment Opportunity Commission Affirmative Action Guidelines as set forth at 44 Federal Register 4422, 29 CFR 1608.1 et seq, and which includes but is not limited to, the following objectives:

1. To establish and maintain employment levels in the bargaining unit for minorities and women in proportions which are at least equal to their availability in the relevant national labor force.

2. To provide training and staff development experiences for women and minorities to enhance their potential for retention and ultimate success in the bargaining unit position and for transfer to other bargaining unit positions.
3. To provide preferential transfer rights to bargaining unit members who are minorities and/or women in accordance with Article 8.4 of this Agreement.
4. To provide that minorities and women be represented on committees and task forces which include bargaining unit members so that the committee or task force representation reflects at least the composition of the bargaining unit as a whole.
5. To provide that, in the event of layoff, minorities and women shall be laid off in accordance with Article 9.5 of this Agreement.
6. To provide to current bargaining unit members career counseling and systematic performance review programs which are essential elements in enlarging MEA employment opportunities.
7. To identify qualified applicants for potential bargaining unit positions and to provide training in order to overcome any under-utilization of minorities and women.

7.6 Notice of Intent to Resign

Notice of intent to resign must be presented in writing to the immediate supervisor and the Office of Human Resources no less than thirty (30) working days prior to the date the bargaining unit member intends to leave his/her assignment. Accumulated vacation time may, by mutual agreement, be scheduled during this period, or will be paid to the bargaining unit member 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.

7.7 Professional Staff Training

- A. Within ninety (90) calendar days of initial employment, each new bargaining unit member will be provided with an orientation period of up to ten (10) work days.
- B. The content of the orientation period shall be determined by the Office of Human Resources after consultation with PSA/USO.

The Director of Human Resources will consult at least twice annually with PSA/USO as MEA professional staff orientation and/or training programs are developed.

- C. New bargaining unit members will not be required to represent members before an arbitrator or with other advocate hearings without the assistance of an experience professional staff member.
- D. Each bargaining unit member, following consultation with his/her supervisor, shall be entitled to attend appropriate training opportunities at MEA expense and, if necessary, charged to and within the limits of the bargaining unit member's expense account.

7.8 Temporary Employee

A. Defined: A "temporary employee" shall mean a person filling a temporary vacancy (as defined by Article 8, Section 8.1, A1, A2 and A3) or a person filling a vacancy on a temporary appointment basis (as provided by Article 8, Section 8.6).

B. Rights of Temporary Employees

- (1) Temporary employees shall have all rights under this Agreement except those provided in the following articles and sections:

7.4 Notification	14.3 Sick Leave Bank
8.7 Transfers	14.4 Extended Disability
9.1 Reorganization	14.9 Sabbatical Leave
9.2 Layoff	14.11 National Guard
9.5 Affirmative Action	15 Unpaid Leaves (A11)
9.6 Leave Days	16.2 Advanced Hours
9.7 Recall	17.6 Medical Exam
10.1 MEA Support	17.12 Organizational Membership
13.2 Termination	20.8 NEA
13.3 Return to Position	20.9 National Meeting Attendance

In addition, a temporary employee filling a temporary vacancy of less than 180 calendar days shall not be provided those rights in the following sections:

7.6 Notice of Intent 12.1 Just Cause

8.4 Filling Vacancies 17.5 LTD

9.3 Seniority

Effective April 26, 1984, if a temporary employee is hired to fill a permanent vacancy and if he/she has maintained continuous employment with the MEA as provided in Section 9.3, he/she shall be granted seniority as provided in Section 9.3, (notwithstanding the exclusion immediately above).

- (2) Bargaining unit members in permanent positions that fill a temporary vacancy shall be covered by all the provisions of the Agreement. (I.E. They shall not be subject to the provisions of Section 7.8, B. (1.) above.)
- (3) A temporary employee filling a temporary vacancy:
 - (a) Of less than 180 calendar days shall be provided at least fourteen (14) calendar days notice of termination,
 - (b) Of 180 or more calendar days shall be provided at least thirty (30) calendar days notice of termination.
- (4) MEA shall have the right to hire as temporary employees those persons who have retired from MEA employment and to contract with said persons regarding their wages, hours, terms and conditions of employment as temporary employees.

7.9 Part-time Employee

A. Definition: A "part-time employee" shall mean a person filling a temporary vacancy as defined by Article 8, Section 8.1, A (4) and A (5).

B. Rights of Part-time Employees

- (1) Compensation: A part-time employee shall receive \$1,300 plus \$500 for expenses per individual contract bargained. A part-time employee shall receive \$300 plus actual expenses per individual MESPA contract maintained for a twelve (12) month period.

- (2) The method of payment of said compensation shall be mutually agreeable to MEA and the employee, but, in no event, shall more than 3/4 of the total compensation be paid to the employee prior to the completion of the agreement. Failure to complete the assignment shall result in the forfeiture of at least 25% of the total compensation.
- (3) Individual contracts: Any contract entered into between MEA and a part-time employee shall be consistent with the terms of this Agreement and shall be for a specific duration not to exceed 12 months. No continuing contracts shall be entered into and the issuing of a contract to an individual covering work in a particular unit shall not be construed as any right to receive a successor in that same unit. However, in the event it is necessary to employ a part-time employee to service a particular unit for more than one 12-month period, and, if the evaluations of said employee are satisfactory, that employee shall be considered for a successor contract.
- (4) In addition to this Section, part-time employees shall be covered by the following articles and/or sections of the Agreement, but no others:
- | | |
|------------------------|---------------------------------|
| 1 Recognition | 12.2 MEA Property |
| 2 Association Rights | 17.4 Traffic/Accident Insurance |
| 3 Management Rights | 18 Grievance Procedure |
| 4 Membership/Dues | 20.2 Secondary Contract |
| 7.1 Employing Agency | 20.3 Inconsistent Terms |
| 7.5 Affirmative Action | 20.4 Savings Clause |
| 8.1 Vacancy | 20.6 Publication |

ARTICLE 8 - VACANCIES AND TRANSFERS

8.1 Vacancy Defined

A. "Temporary vacancy" shall mean a bargaining unit position:

- (1) Held by a bargaining unit member on a leave of absence of one (1) year or less, or any leave of absence for which this Agreement provides the right to return to the position, or

- (2) Held by a bargaining unit member on a leave due to disability or on special assignment for more than twenty (20) consecutive working days, or
- (3) Created for a known duration of time or for the duration of a specific project or task, or
- (4) Where the sole assignment is to negotiate a MESPA contract and/or maintain a MESPA contract, or
- (5) Where the sole assignment is to negotiate an education association contract (provided that the person is not a member of the bargaining unit of the contract being negotiated), or
- (6) Vacant as a result of the person assigned to said bargaining unit position being granted some other temporary vacancy.

B. "Permanent vacancy" shall mean a bargaining unit position:

- (1) Newly created, or
- (2) A bargaining unit position held by a bargaining unit member on a leave of more than one (1) year, or
- (3) A bargaining unit position vacant because of the resignation, retirement, transfer, dismissal for cause, or death of the person assigned to said bargaining unit position.

8.2 Posting of Vacancies

- A. All temporary and permanent vacancies shall be posted to bargaining unit members (including bargaining unit members on leave or layoff) by first-class mail and shall contain a description of the position to be filled, together with the qualifications required.
- B. Notification to bargaining unit members shall precede notification to other persons or agencies by seven (7) calendar days.
- C. Vacancies shall be posted within a reasonable time after MEA knows the vacancy will occur and MEA knows the vacancy will be filled (rather than eliminated).
- D. A bargaining unit member may elect to have all postings mailed to his/her home address.

- E. The posting period for any vacancy shall be at least ten (10) working days.

8.3 Application

Any bargaining unit member may apply for any permanent or temporary vacancy. All applicants for a position shall be notified by the MEA when said position is filled. A bargaining unit member shall have the right to indicate in advance that he/she is interested in one or more specific bargaining unit positions which, if stated in writing to the MEA Office of Human Resources, shall be considered an application for the respective position should it become vacant. Each September 1 all prior indications of interest shall be considered null and void. A bargaining unit member who holds a permanent position and is granted a temporary vacancy shall be returned to his/her permanent position upon the elimination of said temporary position.

8.4 Filling Vacancies

- A. All vacancies shall be filled or the position shall be eliminated. A temporary vacancy shall be filled no more than twenty (20) days after it becomes vacant. A permanent vacancy shall be filled on a permanent basis within a reasonable period of time after it becomes vacant. However, this provision shall not preclude the possibility of filling a permanent vacancy with a temporary employee for a reasonable period of time. Saturdays, Sundays and paid holidays shall not be counted as days.
- B. Temporary and permanent vacancies shall be filled through transfer in the following order:
- (1) Bargaining unit members on layoff shall be recalled to fill vacancies as provided in Section 9.7.
 - (2) Bargaining unit members on leaves of absence, as provided in Section 13.3 and who apply, shall be appointed to fill vacancies. If more than one bargaining unit member on leave applies for a single vacancy and their qualifications are substantially equal, the most senior shall receive the position. This Paragraph (8.4.B.2) does not apply to bargaining unit members with the right to return to the position held immediately prior to their leave of absence.

- (3) When the percentage of minority or female employees in headquarters or a UniServ zone is less than the percentage of minorities or females in the relevant national labor force (by ethnic group or sex), and if a bargaining unit member(s) who is in the under-utilized group makes application, the most senior qualified bargaining unit member from the most under-utilized group shall receive the position. In the case of a UniServ director position, those persons shall be given special consideration in order of most seniority and the position shall be awarded if approved by the coordinating council. Relative under-utilization shall be based upon a percentage of the goal achieved.
- (4) If one or more bargaining unit member(s) applies for a vacancy in a position other than UniServ Director and one bargaining unit member is most qualified of all applicants or has qualifications substantially equal to all outside applicants, he/she shall receive the position.
- If more than one bargaining unit member applies for a position other than UniServ Director and two or more have qualifications substantially equal to all outside applicants, the most senior bargaining unit member shall receive the position.
- (5) If one or more bargaining unit member(s) applies for a vacancy in the position of UniServ Director, he/she/they shall be given special consideration in order of seniority and shall receive the position upon approval by the coordinating council.
- (6) In the event that any vacancy is not filled from within the bargaining unit then, from among those on layoff or notified of layoff who are members of the MEA-ASO, MESSA-PSA, MESSA-SSA and MEFSA-SSA bargaining units, said vacancy shall be filled by the most senior qualified applicant or, in the case of a UniServ Director position, shall be given special consideration in order of most seniority and shall receive the position upon approval by the coordinating council. Seniority for each person for determining the order above shall be the seniority he/she holds in the respective bargaining unit above. A person who fills a vacancy by this provision shall be treated as any other new hire into the bargaining unit.
- (7) "Special consideration" shall mean:
- (a) The bargaining unit member shall be given a briefing by the Zone Director prior to the interview with the coordinating council;

- (b) The bargaining unit member shall be the sole recommendation of the Zone Director; and
- (c) The bargaining unit member shall be the first applicant presented to the coordinating council for approval.

8.5 Local Option to State Option

If a local option unit becomes a state option unit, the position shall not be considered a vacancy unless the staff person employed in the position at the time resigns, retires or dies. Said staff person shall be hired by the MEA and be retained in the position.

8.6 Emergency Appointment

Where an emergency exists requiring the vacancy be filled prior to the above provisions, such position shall be filled only on a temporary appointment basis until the position can be filled by the above provisions.

8.7 Transfers

A "transfer" shall mean the change of assignment from one specific bargaining unit position to a different specific bargaining unit position.

Involuntary transfers may be made only in the case of emergency or to prevent undue disruption of the program. In the event an involuntary transfer is necessary, the MEA will make a reasonable effort to facilitate a change to a more desirable position.

ARTICLE 9 - REORGANIZATION, LAYOFF AND RECALL

9.1 Reorganization

- A. When reorganization of UniServ units occurs, the bargaining unit member(s) affected shall be assigned to the new unit which includes the greatest number of local associations to which he/she was assigned prior to reorganization.
- B. If an equal number of local associations are newly assigned to two or more units, then the bargaining unit member shall be assigned to the unit which includes the greatest number of members to which he/she was assigned prior to reorganization.

- C. If, as a result of the operation of Paragraphs A and B above, two or more bargaining unit members are assigned to the same coordinating council, the senior bargaining unit member indicating a preference for said unit shall be assigned. If no one indicates a preference, the least senior bargaining unit member will be assigned.
- D. Those bargaining unit members not assigned in A, B or C above will be assigned to a vacant unit which includes a local association(s) to which they were previously assigned, if such vacancy exists.
- E. When two or more bargaining unit members are assigned to the same unit and no bargaining unit member indicates a preference for the unit, the least senior bargaining unit member involved shall be assigned to the unit.
- F. Bargaining unit members remaining unassigned after D and E above will be notified of layoff.
- G. If as a result of reorganization additional positions are created, bargaining unit members may apply for transfer to the new position(s) pursuant to the provisions of this Agreement.

9.2 Layoff Procedure

- A. In the event that it becomes necessary for the MEA to reduce or eliminate bargaining unit position(s), the bargaining unit member(s) in the specific position(s) being reduced or eliminated shall be the bargaining unit member(s) notified of layoff. In the event that the position being reduced or eliminated is the same as other positions in the same office location (for example: Lobbyists, Staff Attorneys, Research Consultants, PR Consultants, two or more UniServ directors assigned to the same local associations) the bargaining unit member in the position with the least seniority shall be the bargaining unit member notified of layoff. A bargaining unit member notified of layoff shall have the right to apply for vacancies and/or replace another member of the bargaining unit who has less seniority, or accept the layoff; provided, that for the positions of Staff Attorney and an editor of the Voice, a bargaining unit member must meet the qualifications stated on the respective job descriptions.

If, at the time a bargaining unit member receives notice of layoff, he/she is on a leave of absence due to disability and is unable to exercise his/her rights under this Article, such bargaining unit member shall not be required to meet the fifteen (15) day deadline for exercising his/her rights under Article 9.2.C.1 but shall be included under the provisions of Article 9.2.C.3.

- B. MEA will provide written notice to the PSA/USO and each affected bargaining unit member that a reduction and/or reorganization of staff is to take place. The implementation date of either the reduction in staff and/or reorganization shall take place 120 days after the sending of such notification, i.e. the effective date of all positions eliminated, positions created, coordinating council reorganizations, transfers, layoffs, etc. shall take place 120 days after the sending of such notification.

During this 120 day period, MEA shall not initiate any additional reduction of staff and/or reorganization.

- C. In the case of a reorganization and/or reduction in staff, the following procedure shall be followed:

- (1) A period of fifteen (15) days shall be allowed for a bargaining unit member to serve notice of bump, including the specific position into which the bargaining unit member intends to bump. Failure to exercise this right to bump another bargaining unit member within the above fifteen (15) day period shall restrict a bargaining unit member's option to either (a) apply for vacancies, or (b) accept layoff.
- (2) A bargaining unit member notified of layoff at any time during the 120 day period defined in B above shall retain his/her first right to vacancies (as defined in 8.4.B) throughout the 120 day period. In the event that a bargaining unit member has elected to bump another bargaining unit member during the first sixty (60) days and then applies and is granted a vacancy during the first sixty (60) days, said bump and all other resulting bumps shall be rescinded.
- (3) If sixty (60) days after the written notice provided in B above all possible bumping has not taken place, the MEA shall give at least five (5) days notice of a meeting at which all bargaining unit members who might be involved in further bumps will be required to attend. At that meeting, in order of seniority, all such bargaining unit members in attendance shall in turn exercise their right to bump or claim any permanent vacancy; provided that any bargaining unit member who does not exercise his/her right to bump or claim a permanent vacancy and any bargaining unit member not in attendance at the meeting shall, by forfeit, accept layoff and restrict his/her options to those set forth in Article 9.7 or, to apply for vacancies which may occur prior to layoff.

MEA and USO shall consult and cooperate so as to achieve the completion of the above process.

If at the time of the above meeting a bargaining unit member entitled to attend said meeting is disabled and is unable to attend and exercise his/her rights at said meeting, the USO shall designate a person to attend said meeting and act on the bargaining unit member's behalf.

9.3 Seniority Defined

Seniority shall be the length of service in years, months and days that a bargaining unit member accrues as follows:

Effective with the ratification of the 1977-80 Master Agreement, seniority in this bargaining unit shall accrue from the date of last hire into this bargaining unit, provided that:

- A. Effective April 1, 1980, current bargaining unit members who maintain continuous employment shall be provided full seniority credit for full time services performed as a professional staff member with the MEA and/or MEA local option units;
- B. Effective April 1, 1980, professional staff who maintain continuous employment and move from local option employment to state option employment shall accrue seniority in this bargaining unit in the following manner:
 - (1) In the event the local option unit becomes a state option unit, the local option employee shall be treated as if he/she was continuously employed as a state option bargaining unit member;
 - (2) Any local option employee who becomes a member of this bargaining unit in a manner other than as described in B.1 above, shall, for each year employed in a bargaining unit position, receive one (1) additional year seniority credit for each year of local option employment.
- C. Effective April 1, 1980, any time spent on leave or on layoff shall count toward seniority.
- D. Effective April 26, 1984, any local option employee who becomes a member of this bargaining unit in a manner other than as described in B.1 above, shall be treated as a new hire for the purposes of seniority. Effective September 2, 1985, any local option employee who becomes a member of this bargaining unit shall be treated as a new hire for the purpose of seniority.

- E. In the event that two or more bargaining unit members have the same seniority, their seniority rank shall be determined by their date of hire (the bargaining unit member with the earliest date of hire shall be considered as having the greater seniority). In the event that two or more bargaining unit members have the same seniority and the same date of hire their seniority rank shall be determined by a random drawing, the result of which shall be recorded on the seniority list.

9.4 Seniority List

The MEA shall prepare and present to the PSA a current seniority list of bargaining unit members prior to September of each year. Accompanying the name of each bargaining unit member on the list shall be the date of last hire into the bargaining unit and the number of years, months and days of seniority as of that September 1st.

9.5 Affirmative Action

- A. No "affirmative action" bargaining unit member(s) shall be laid off if:
- (1) Their layoff would result in a reduction of the percentage for any "affirmative action" category (women, Blacks, Hispanics, Asian, etc.), or
 - (2) The percentage of women or minorities in the affected category (women, Blacks, Hispanics, Asians, etc.) is less than the percentage of their availability in the relevant national labor force.
- B. In the event that a bargaining unit member is notified of layoff and he/she is protected from being laid off by this Section of the Master Agreement and there is no bargaining unit member who has less seniority that he/she could replace (bump), then:
- (1) If there is one vacancy, he/she shall be assigned to said vacancy or accept the layoff. If there is more than one vacancy, he/she may apply for any of them and, depending on Section 8.4, fill one of the vacancies. As the vacancies are filled and he/she does not receive one of them, he/she would be assigned to the last vacancy or be allowed to accept the layoff.
 - (2) If no vacancy exists or occurs during his/her period of layoff notification, he/she would replace the least senior bargaining unit member not protected from layoff by this Section or be allowed to accept the layoff.

9.6 Leave Days

Upon layoff, a bargaining unit member shall be paid in full for all accumulated personal leave days and vacation days.

9.7 Recall

Recall from layoff shall be implemented by the provisions of the vacancy and transfer Article of this Agreement. Acceptance of a position that is less than full time shall not affect a bargaining unit member's recall rights to a full time position. The most senior bargaining unit member on layoff or notified of layoff who applies for a vacancy shall receive the position; provided that, for the positions of Staff Attorney or Editor(s) of the Voice, a bargaining unit member must meet the qualifications stated on the respective job descriptions.

9.8 Attrition

Unless a bargaining unit member accepts the layoff, as provided in the above procedures, MEA shall only reduce or eliminate bargaining unit position(s) by attrition; provided that (1) if there is a vacancy, a bargaining unit member shall either accept the vacancy or accept layoff and (2) if there is no vacancy and the bargaining unit member has no other bargaining unit member to bump, the MEA shall create a position for the bargaining unit member within a reasonable traveling distance from the bargaining unit member's residence.

ARTICLE 10 - CHANGE OF RESIDENCE

10.1 MEA Support

When, upon involuntary transfer it is mutually agreed by the MEA and the bargaining unit member that a change of residence is necessitated or desirable, the MEA shall:

- A. Pay all necessary moving charges, including packing and crating of household goods;
- B. Make available six (6) days released time for the bargaining unit member and provide up to \$40.00 per day for up to six (6) days for the bargaining unit member and his/her family, for purposes of seeking, securing and moving into a new residence.

- C. Pay all closing costs connected with the selling of the bargaining unit member's house, including advertising expenses, real estate commissions, and legal fees. The MEA shall also pay all closing costs connected with the purchasing of the replacement home for the bargaining unit member.

The MEA, at their sole discretion, may provide any or all of the above benefits to a bargaining unit member upon voluntary transfer.

10.2 Delay of Household Move

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

ARTICLE 11 - EVALUATION OF PROFESSIONAL PERFORMANCE

11.1 Written Evaluation

- A. The performance of each bargaining unit member shall be evaluated in writing in accordance with the evaluation form in Appendix B. Any criteria that is to be utilized in the evaluation of a bargaining unit member shall be preceded by:
1. Having all immediate supervisors consult with the bargaining unit member regarding the criteria, then
 2. The criteria shall be finalized in writing, with a copy provided to the bargaining unit member, at least 180 calendar days prior to the scheduled evaluation for which the criteria is to be utilized.
- B. For each year that a bargaining unit member is evaluated in writing, the performance of the bargaining unit member shall be observed at least twice and the observations of the supervisor shall be incorporated in the evaluation.
- C. It is agreed that the results of negotiations, elections, board, court or other advocate hearings and various projects may be indicators of the quality of the bargaining unit member's performance. However, results shall not be the only basis for the evaluation. Likewise, the parties recognize that organizational progress and success is the combined result of factors over which bargaining unit members may have insufficient control.

- D. If the performance of a bargaining unit member is deemed unsatisfactory or marginal, the reasons therefore shall be set forth in writing in specific terms with an identification of the specific ways in which the bargaining unit member is to improve and the assistance to be given by the MEA. Failure to note a specific deficiency in subsequent evaluations shall be interpreted to mean that adequate improvement has taken place.
- E. The written evaluation shall not contain information not previously made known to and discussed with the bargaining unit member.
- F. Each evaluation shall include at the conclusion a statement specifically stating whether the work performance of the bargaining unit member is "satisfactory" or "marginal" or "unsatisfactory".

11.2 Schedule of Evaluations

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

In the absence of an evaluation for a given year, the work performance of the bargaining unit member shall be deemed to be satisfactory for that given year.

11.3 Personnel Record

Bargaining unit members shall have access to their personnel file and may review all materials therein, except confidential letters of recommendation requested by the bargaining unit member related to employment application. Bargaining unit 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 or verbal complaints of a serious nature shall be provided to the bargaining unit member(s) within one week of receipt by the immediate supervisor or Director of Human Resources. Bargaining unit members may cause letters of commendation to be placed in their personnel file.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.1 Just Cause

Bargaining unit 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.

12.2 MEA Property

When any bargaining unit member leaves the employ of the MEA 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 bargaining unit member's immediate supervisor.

ARTICLE 13 - GENERAL LEAVE PROVISIONS

13.1 General Leave Provisions

Unless otherwise noted, fringe benefits and advancement on the salary schedule and longevity provided under the Agreement shall not accrue to persons on leave without pay. Benefits and salary placement shall be frozen during such leave and shall be in full effect upon the bargaining unit member's return.

13.2 Termination of Employment

No leave of absence shall serve to terminate employment.

13.3 Return to Position

- A. Upon return from any leave of one (1) year or less, a bargaining unit member shall be placed in that position held immediately prior to the leave. If, during the leave of one (1) year or less, the position held by the bargaining unit member prior to the start of the leave is eliminated or is in any way affected by a reorganization (see Article 9), the bargaining unit member on leave shall participate in and shall be accorded full rights under Article 9.

- B. Upon return from any leave (including any extensions of the leave that are consecutive) of more than one (1) year, the bargaining unit member shall be assigned to a bargaining unit position by the MEA if the bargaining unit member does not fill a vacancy pursuant to the provisions of Article 8 (Vacancies and Transfers).

13.4 Return from Leave

No bargaining unit member, except those in a temporary vacancy, shall be laid off as a result of another bargaining unit member returning from a leave of absence.

ARTICLE 14 - PAID LEAVES

14.1 Vacation

- A. Each bargaining unit member shall be entitled to twenty (20) days vacation per year through the 10th year of employment and twenty-six (26) days per year for bargaining unit members with more than ten 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-four (34) 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, bargaining unit 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 bargaining unit member involved.

If a vacation request which has been made at least thirty (30) days in advance is denied or rescinded for a bargaining unit member who has accumulated twenty (20) or more days of vacation credit at the time of the denial or rescission and if the vacation request is for a time other than traditionally critical times as they relate to the bargaining unit member's job classification, the bargaining unit member shall be paid the amount of money equal to the vacation time that is denied and the bargaining unit member's accumulated vacation leave will be appropriately reduced.

- C. Vacation to Sick Leave: In case of disability while on vacation which requires hospitalization or home confinement, the bargaining unit member's leave shall be automatically changed 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 bargaining unit member may be required, upon request, to provide a statement verifying the disability, signed by the physician.

14.2 Sick Leave

- A. Accumulation: Each bargaining unit member will be granted sick leave at the rate of four (4) hours per pay period, cumulative without limit.
- B. Personal Disability: Sick leave shall be allowed for disability to a bargaining unit member, to the extent of the accumulation of personal sick leave; additional leave may be granted by PSA/USO from the Sick Leave Bank established herein.
- C. Family Use: In case of illness or injury to a bargaining unit 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-in-law, or father-in-law) need help from the bargaining unit member as a result of illness or injury, up to three (3) days of the bargaining unit member's accumulated sick leave may be used to make arrangements for such care.

14.3 Sick Leave Bank

The MEA shall contribute to a sick leave bank in an amount equivalent to three (3) days per bargaining unit 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 bargaining unit member. The bank shall be administered by the PSA/USO, 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.

14.4 Extended Disability

In the event of an extended disability and where all available sick leave and/or vacation and/or personal leave days have been consumed, the bargaining unit member shall be placed on leave without pay. In no event, however, shall a bargaining unit member whose personal sick leave bank has been depleted, be permitted to draw from the PSA/USO sick leave bank after the waiting period at which time the long term disability plan benefits begins.

After a bargaining unit member exhausts his/her personal sick leave and the days he/she is allowed to draw from the PSA/USO sick leave bank, he/she shall automatically be paid for all accumulated vacation days and personal leave days until said days are exhausted or he/she returns to work, whichever occurs first.

All fringe benefits shall continue for 180 days following the date on which the bargaining unit member is placed on leave without pay provided the fringe benefits are available from the carrier.

A disabled bargaining unit member shall retain the use of his/her leased car until the first of the following events occurs:

1. The then current auto lease expires, or
2. Thirty days after the beginning of the leave without pay, or
3. The disabled bargaining unit member becomes eligible for long term disability benefits.

14.5 Workers' Compensation

The MEA shall pay the difference between Worker's Compensation payments and the bargaining unit 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.

14.6 Personal Leave

Each bargaining unit 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 bargaining unit member's immediate supervisor.

14.7 Bereavement Leave

Up to five (5) days shall be authorized in the event of a death in the bargaining unit member's family (spouse, mother, father, mother-in-law, father-in-law, brother, sister, children, and legal residents of the bargaining unit member's home). Up to two (2) days shall be allowed for aunts, uncles, grandparents, spouse's grandparents, grandchildren, brother-in-law, and sister-in-law. One (1) day shall be allowed for any other relatives. Upon request, up to three (3) additional days may be authorized for necessary travel. Any days in excess of the above must have the written approval of the Executive Director.

14.8 Jury Duty Leave

A bargaining unit member shall be excused for jury duty and the MEA will pay the difference between the jury duty pay and the bargaining unit 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 bargaining unit member excused.

14.9 Sabbatical Leave

A bargaining unit member may request and, upon approval, be granted a sabbatical leave for a specified period of time, subject to the following conditions:

1. The bargaining unit member shall have completed five (5) 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 bargaining unit member and the MEA.
3. The amount of salary paid by the MEA shall be one-half the bargaining unit member's current annual rate, plus full fringe benefits. Paid leaves shall continue to accrue at the rate of salary being paid (1/2) but shall not be available for usage during the sabbatical leave. In lieu of paid fringe benefits, the bargaining unit member may elect to retain his/her leased car under terms as mutually agreed upon by MEA and the bargaining unit member.
4. The bargaining unit member shall agree to return to service with the MEA for a minimum period equal to the leave or repay to MEA the salary received during the leave.

14.10 Accounting of Benefits

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

14.11 National Guard or Reserves

Any bargaining unit 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 bargaining unit 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 15 - UNPAID LEAVES

15.1 Military Service

A bargaining unit 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 re-employment 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.

15.2 Public Office Leave

- A. A bargaining unit 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 bargaining unit 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 bargaining unit member to permit the bargaining unit member to explore the possibility of seeking public office or serve in an elected or appointed position.

15.3 Other Leaves Without Pay

Following one (1) year of employment, a bargaining unit member may request and, upon approval, by the Executive Director, be granted a leave of absence without pay for a specified period of time. Extension of this leave may be granted.

15.4 Option to Continue Fringe Benefits

While on an unpaid leave of absence, the bargaining unit 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 17 except bargaining unit member's medical examination and retirement.

15.5 Maternity Leave

Maternity leave will be granted upon written request by the bargaining unit member and confirmed by a statement from the bargaining unit member's physician.

- A. Use of Sick Leave: The bargaining unit member 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 bargaining unit member shall be assigned to the same salary step as held at the beginning of such leave. A one year extension may be granted subject to the application in writing by the bargaining unit member and the approval of the MEA.

15.6 Adoption and Child Care Leave

Adoption and/or child care leave will be granted upon written request by the bargaining unit member. 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 bargaining unit member shall be assigned to the same salary step as held at the beginning of

such leave. A one year extension may be granted subject to the application in writing by the bargaining unit member and the approval of MEA.

ARTICLE 16 - COMPENSATION FOR PROFESSIONAL SERVICES

16.1 Basic Compensation Rates

Unless specifically provided otherwise, compensation for bargaining unit members shall be in accordance with the schedule found in Appendix A.

All new bargaining unit members shall be placed on Step 1 of the Salary Schedule. Provided 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.

Bargaining unit members shall advance one step on the Appendix A Salary Schedule on their anniversary date each year.

16.2 Advanced Hours and Degrees

- A. Bargaining unit members holding Doctor's degrees shall receive two (2) steps experience credit on the Salary Schedule.
- B. Bargaining unit members holding Specialist degrees shall receive one (1) step of experience credit on the Salary Schedule.
- C. Bargaining unit members shall receive an additional \$13.00 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 bargaining unit member presently receiving payment for hours of advanced study that would exceed the maximum of 30 to 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 Office of Human Resources on July 1, 1970.

16.3 Longevity

Professional staff members who have served with the MEA 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 16.1 above.

3% beginning 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.

16.4 Method of Payment

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

ARTICLE 17 - FRINGE BENEFITS

17.1 Health Insurance and Optional Insurance

- A. The MEA shall provide without cost to the bargaining unit member, MESSA SM-2 coverage for each bargaining unit member's entire family, including sponsored dependents and any other eligible dependents as defined by MESSA. MESSA-Care and Medicare premiums shall be paid on behalf of the bargaining unit member, spouse and/or dependents eligible for Medicare, including sponsored dependents if the bargaining unit member elects this coverage in lieu of SM-2 for any person mentioned above.
- B. In lieu of SM-2 coverage, the MEA shall provide without cost to a bargaining unit member, upon the request of the bargaining unit member, participation in a health maintenance organization for the bargaining unit member's entire family, including sponsored dependents and any other eligible dependents as defined by MESSA.

- C. Bargaining unit members not electing health insurance coverage shall apply up to the amount of the SM-2 single subscriber premium toward the MESSA fixed option programs as determined by the PSA/USO. Any remaining amount may be applied on an individual basis to purchase any of the MESSA or MEFSA options.

17.2 Dental Insurance

Effective April 1, 1984, the MEA shall provide without cost to the bargaining unit member the MESSA/Delta Dental, Inc., plan auto plus with Orthodontic Rider 008 and corresponding Adult Orthodontic Rider for each bargaining unit member's entire family and any other eligible dependents as defined by MESSA. Internal and External Coordination of Benefits shall be included.

17.3 Life Insurance

The MEA shall provide to each bargaining unit member, without cost to the bargaining unit member, group term life insurance protection with AD & D in the amount of \$60,000 that will be paid to the bargaining unit member's designated beneficiary. If the bargaining unit member becomes totally disabled from any cause before reaching age 60, the life insurance will be continued for the duration of his/her total disability without payment of further premiums. If the bargaining unit member dies before the total disability ceases, the face amount of the life insurance shall be paid to his/her beneficiary.

17.4 Traffic and Accident Insurance

The MEA shall provide without cost to the bargaining unit member, the MEA Traffic and Accident Insurance Plan II for all bargaining unit members. Each bargaining unit member shall select the option of their choice provided in Plan II.

17.5 Long Term Disability Insurance

The MEA shall provide, without cost, to each bargaining unit member, MESSA Plan II Long Term Disability Insurance as described below:

- A. Benefits shall begin after termination of the bargaining unit member's own paid sick leave or after ninety (90) calendar days of disability accumulated in any twelve (12) consecutive months, whichever is the greater period of time.

- B. Benefits shall be paid at a rate of 66 2/3% (two-thirds) of the bargaining unit member's annual salary.
- C. For a disability that commences prior to age 61 that is a continuous disability, benefits shall continue for the duration of the disability up to age 65. For a disability that (1) commences at age 61 or after, or (2) a re-current disability (after six months return to work) that commences at age 61 or after, benefits are payable for five (5) years or until age 70, whichever occurs first.
- D. The LTD Plan shall also include any of the following features that are not a part of MESSA Plan II:
1. Maximum Benefits Amount: The maximum monthly benefit shall be \$3,000.00
 2. "Rehab": If a disabled bargaining unit member can work part-time as rehabilitation, only 50% of his/her salary will be subtracted (offset) from his/her disability benefit.
 3. No Pre-existing Conditions or Eligibility Waiting Period: The pre-existing conditions limitation shall be waived so that a bargaining unit member shall be covered immediately for medical conditions existing prior to the effective date of coverage. Each bargaining unit member must fulfill the "at work" requirement before coverage goes into effect, however, there shall be no other eligibility waiting period before coverage is in effect.
 4. Maternity Benefits: Pregnancy related disability shall be covered as any other disability.
 5. Recurrent Disability: There shall be no additional waiting period for a recurrent disability within six months of return to work and, under "modified fill", a waiting period of only three consecutive days for a new disability occurring in the same year.
 6. Two-Year Own Occupation: "Total disability" means that during the first two years of disability the bargaining unit member is unable to perform any of the duties of his/her regular occupation. The two year period begins from the date the waiting period is satisfied.
 7. Workers' Compensation: Disabilities which are compensable by Workers' Compensation shall not be excluded; Workers' Compensation benefits will instead be used as an offset.

8. Termination of Insurance: Termination of the LTD Plan shall not affect any claim established prior to the termination. This provision shall include a bargaining unit member who is in the process of satisfying his/her waiting period.
9. No Exclusion on Alcoholism and Drug Abuse: Alcoholism and drug abuse conditions shall be covered as any other disability.
10. No Exclusion on Mental/Nervous Conditions: Mental/nervous conditions shall be covered as any other disability.
11. Social Security Freeze: Future increases in Social Security Benefits shall not be subtracted (offset) from a disabled bargaining unit member's benefits.
12. Cost of Living: As provided by the Plan Certificate, a bargaining unit member's benefit shall be increased while on claim due to an increase in the cost of living. The maximum annual increase shall be three percent (3%) of the net benefits.
13. Primary Social Security Benefits Offset Only Only those social security benefits that the bargaining unit member is eligible to receive because of the bargaining unit member's disability or age will be subtracted (offset) from the bargaining unit member's benefits provided by this LTD Plan.

17.6 Medical Exam

Each bargaining unit member shall be reimbursed, upon presentation of a paid receipt up to \$150.00 for one complete medical examination each two years. The MEA reserves the right to require a medical examination at MEA expense by a mutually agreeable physician and medical facility.

17.7 Vision Insurance

The MEA shall provide without cost to the bargaining unit member the MESSA Vision Care Plan VSP-3, for each bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA.

17.8 Legal Service Plan

The MEA shall provide, without cost, to each bargaining unit member, the Super MEALS II Prepaid Legal Service Plan for the bargaining unit member's entire family and any other eligible dependents as defined by MEALS.

17.9 Death of a Bargaining Unit Member

In the event a bargaining unit member dies, the MEA shall continue for six (6) months the payment of the premiums for health insurance.

17.10 Miscellaneous Insurance Provisions

Unless specifically provided otherwise, all insurance coverage shall be continuous and uninterrupted. When necessary, premiums in behalf of the bargaining unit members shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

The MEA shall be responsible for providing insurance information including applications and claim materials. The annual open enrollment period shall be the month of July.

17.11 Retirement System

A. The MEA-MESSA-MEFSA Staff Retirement Plan and Trust as amended and restated effective July 1, 1976, and Amendments one through eight thereto, shall continue in full force and effect for the duration of this labor agreement, unless modified in accordance with the following procedure: Group bargaining regarding retirement benefits payable under the MEA-MESSA-MEFSA Staff Retirement Plan and Trust (the "Plan") shall begin on or about September 15, 1983. Said group retirement bargaining will occur among MEA, MESSA and MEFSA as Employers and MEA PSA/USO, MEA ASO (USO), MESSA PSA (USO), MESSA SSA (USO) AND MEFSA SSA (USO), as bargaining units. However, any revisions to the Plan which are agreed to in said group retirement bargaining and which increase (either now or in the future) the annual cost of the Plan to any participating Employer shall be paid for in their entirety by the employees for whom the revision was bargained. Different retirement benefits to be paid pursuant to the Plan may be agreed upon in said group retirement bargaining for different bargaining units which participate in that group retirement bargaining. All determinations of the cost impact of any such revision shall be made in a uniform manner by the then current Plan actuary. Any such plan revisions shall continue

for the duration of the master labor agreement of the bargaining unit to whose employees it applies. If any such revision covers more than one bargaining unit, it shall expire as to each separate covered bargaining unit on the date as of which that unit's master labor agreement expires. It is further agreed that the Early Retirement Incentive Program currently in force for eligible employees will be the subject of collective bargaining between the MEA and its PSA/USO and USO/ASO units respectively, MESSA and its PSA/USO and SSA/USO units respectively, and MEFSA and its SSA/USO unit in connection with each such Employer's negotiations regarding a master labor agreement. The status of the Early Retirement Incentive program shall not be negotiable as part of the aforementioned group retirement bargaining.

- B. The Parties recognize that the provisions of the 1979-81 MEA-MESSA-MEFSA Staff Retirement Contract other than those contained in Article I thereof are no longer in effect, including but not limited to the Early Retirement Incentive Program therein.
- C. For each member who retires after September 1, 1983 and who satisfies the requirements listed below, MEA shall provide the insurance benefits of Section 17.1 (Health Insurance and Optional Insurance), provided that MEA shall not pay more than \$2,000 per year for each member. The eligibility requirements for the benefit provided by this section are:
 - 1) The member is actively employed full time at the time of retirement;
 - 2) The member was employed for at least ten (10) consecutive years prior to retirement on a full time basis, or was employed an equivalent number of consecutive years on a part-time basis;
 - 3) The employment referred to above was with the Employer or another participant/affiliate Employer in the MEA-MESSA-MEFSA Staff Retirement Plan and Trust.

For purposes of this benefit, consecutive years of employment include time spent on layoff and approved leave. Those persons who are vested in the MEA-MESSA-MEFSA Staff Retirement Plan, but who terminate their employment with their Employer prior to age 55 or prior to fulfilling the requirements of Section 4.01 of the MEA-MESSA-MEFSA Staff Retirement Plan, will not be eligible for the benefit provided by this section.

17.12 Organizational Membership

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

17.13 Dependent Life Insurance

Effective August 1, 1984, the MEA shall provide without cost to the bargaining unit member MESSA Negotiated Dependent Life Insurance protection in the amount of one-half (1/2) the face amount of the bargaining unit member's benefit for the spouse, and one-quarter (1/4) the face amount of the bargaining unit member's benefit for each dependent child as defined by MESSA. In the event that MESSA can not provide the total amount defined above, MEA shall provide the excess amount through other carriers.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Definitions

Any claim by the PSA/USO or a bargaining unit 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.

18.2 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/USO.

18.3 PSA/USO Representative

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

18.4 Powers of Arbitrator

The arbitrator shall have no power to alter, amend, add to, or subtract from the terms of this Agreement, provided that the arbitrator shall not be limited to fashion any remedy where it is found that a violation has occurred as is defined in 18.1. The decision of the arbitrator shall be final and binding on both parties. If any bargaining unit member shall have been found to have been improperly deprived of any professional compensation, the arbitrator may award such reimbursement.

18.5 Procedure

Informal: Nothing in this procedure shall be construed to prevent the bargaining unit member and the immediate supervisor from attempting to resolve the problem.

18.6 Formal - Step One

- A. Whenever a bargaining unit member or the USO 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 giving rise to the grievance or within thirty (30) days following the date that the aggrieved became aware 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 USO representative.
- B. Within five (5) days after the conclusion of the Step One meeting, the supervisor shall submit written answers to the aggrieved bargaining unit member or to the PSA.
- C. When USO is the grievant, USO may file the initial grievance at Step Two.

18.7 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 Labor Relations with a copy to the Division Associate Executive Director. That presentation shall be made within seven (7) days after the date of the supervisor's decision at Step One. Within ten (10) days after receipt of such presentation, the Director of Labor Relations shall hold a meeting which may be attended by the grievant(s), the PSA/USO representative and the immediate supervisor.

- B. Within five (5) days after the conclusion of such meeting, the Director of Labor Relations shall submit a written answer to the PSA/USO with a copy to the grievant.

18.8 Step Three

If the grievance shall not have been settled at Step Two, only the PSA/USO may cause the grievance to go to Binding Arbitration. To do so, the PSA/USO shall within twenty (20) days after the PSA/USO's receipt of the Director of Labor Relations' 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/USO shall share equally in the arbitrator's fees and expenses.

ARTICLE 19 - TRANSPORTATION AND EXPENSES

19.1 Leased Automobiles

The MEA shall provide each bargaining unit member with a leased automobile comparable to the Chevy Caprice Classic or Delta 88 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 exclusively through the MEA appointed leasing agent. Station wagons shall be available if the cost does not exceed that of a four door sedan Chevrolet Caprice Classic or Delta 88. Lease terms shall be arranged by MEA, shall be based on up to 60,000 miles of usage or 36 months, whichever comes first. At the option of the bargaining unit member, a different make and model may be selected provided that it is manufactured by American Motors Corporation, Chrysler Corporation, Ford Motor Company, or General Motors Corporation; and has a Department of Transportation MPG rating greater than the Caprice Classic or Delta 88; and costs the same or less. If the bargaining unit member opts to select a vehicle other than the Chevrolet Caprice Classic or the Oldsmobile Delta 88 and the lease cost for that automobile is less than the current lease cost of the standard vehicle, the bargaining unit member may select optional equipment at his/her discretion with no payment for said options up to the cost of the standard vehicle. Options added beyond the cap cost of the standard vehicle shall be at the expense of the bargaining unit member and paid before the delivery of the car.

19.2 Maintenance and Operation

Maintenance and operation expenses normally covered by the bargaining unit member's expense account shall continue to be covered under this Agreement. Any expenses imposed because of lack of proper maintenance or damage at time of turn-in will also be covered by the bargaining unit member's expense account. Such expenses shall be receipted and vouchered on forms provided by MEA and shall be charged against the bargaining unit member's expense account (e.g., insurance deductible, gas, oil, repairs, tires, etc.)

19.3 Personal Mileage

Personal mileage accumulated during off duty time shall be reimbursed to MEA by the bargaining unit member at the rate of ten (10) cents per mile. Such personal mileage shall include home to office mileage in excess of twenty (20) miles, one way. Home to office mileage that increases due to (1) an involuntary transfer or (2) a change in the bargaining unit member's office location shall not be included in computing the limit of twenty (20) miles. Bargaining unit members assigned to a specific service area and who reside in that specific service area shall not be subject to any home to office mileage. Bargaining unit members assigned to a specific service area and who reside outside of that specific service area and who reside more than twenty (20) miles one way from their office shall pay personal mileage for miles in excess of twenty (20) miles one way from their home to the specific service area boundary.

19.4 Insurance Coverage

The MEA shall provide automobile insurance coverage for leased automobiles described in 19.1 with premiums charged against the bargaining unit member's expense account.

Insurance coverage shall include full comprehensive, fire, theft, vandalism, personal liability/bodily injury with a \$300,000 combined limit, up to \$250 deductible collision, road service and rental auto for collision.

19.5 Expenses

All business expenses for such items as meals, lodging, travel, parking, telephone, etc., shall be charged against the bargaining unit member's expense allowance.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

20.1 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.

20.2 Secondary Contracts

- A. Any individual contract or agreement between the MEA and an individual bargaining unit 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 bargaining unit member shall likewise be consistent with and subject to the terms of this Agreement. When such contracts are of a standardized form (i.e. SNAP negotiators), USO shall be provided a copy of such agreements. When such contracts or understandings are not of a standardized form the contracts or understandings shall be mailed to the USO by certified mail prior to implementation.
- B. The MEA will not subcontract bargaining unit work so as to eliminate bargaining unit positions or to avoid adding bargaining unit positions. The servicing of any locals newly represented by MEA/MESPA after April 26, 1984, shall be work included in this bargaining unit; except that units organized after April 26, 1984, composed of employees of school district employers whose MESPA and/or teacher affiliate was a part of a local option coordinating council on September 1, 1984, may be assigned to the same coordinating council as the teacher/MESPA affiliate. Reorganization of coordinating councils shall not cause this bargaining unit to lose bargaining unit positions or to avoid adding new bargaining unit positions through transfer of the work to local option coordinating councils.
- C. It is agreed that less than full time bargaining unit employees will be utilized only as a last resort and whenever work assigned to part-time employees can be consolidated in (a) full time position(s) that shall be done.
- D. Bargaining unit members shall not be substituted for or replaced either in whole or in part, by interns. Interns shall perform bargaining unit work only under direct supervision.

20.3 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.

20.4 Savings Clause

If any provision of this Agreement or any application of the Agreement to any bargaining unit 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 or applications shall continue in full force and effect.

20.5 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 bargaining unit members as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive bargaining unit members of advantages heretofore enjoyed unless expressly stated herein.

20.6 Publication

Copies of this Agreement shall be provided to bargaining unit members by MEA. USO shall be provided up to 250 copies of this Agreement without cost to the USO.

20.7 Job Descriptions and Titles

Written job descriptions and job titles shall be provided by the Executive Director for each bargaining unit position. 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/USO.

20.8 NEA

Assignment to the National Education Association Convention and other national meetings, when expenses are not charged to the bargaining unit 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 bargaining unit members the experience of attending as well as satisfying specific staffing needs.

20.9 National Meeting Attendance

Each bargaining unit member, following consultation with the division head, shall be entitled to attend at MEA expense, and within the limitations of the bargaining unit 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.

20.10 Continuing Evaluation

- A. Representatives of the MEA and the USO 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 USO.
- B. In the interest of the MEA and the USO, these representatives may agree on exceptions to the Agreement, subject to ratification by the MEA and USO Executive Committees.
- C. The principle which shall guide these representatives is the effective implementation of the terms and conditions of the Agreement.

20.11 Legal Assistance

The MEA shall provide legal assistance in the form of legal counsel to any bargaining unit member charged with any civil or criminal wrong-doing 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/USO and/or the bargaining unit member, 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 bargaining unit member shall lose no compensation as a results of her/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 bargaining unit 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 21 - DURATION OF AGREEMENT

This Agreement shall be effective as of April 26, 1984, and shall continue in full force and effect until midnight, March 31, 1986, at which time it will terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Without exception, all provisions of the Agreement shall be fully retroactive as if the Agreement would have been in effect on April 26, 1984.

UNITED STAFF ORGANIZATION (USO)

MICHIGAN EDUCATION ASSOCIATION (MEA)

Charles Gustafson
President

Levy W. Chunovich
President

Stan Burrell
Negotiations Chairperson

Harvey W. Culver
Negotiations Chairperson

Dated this 17th day of October, 1984.

APPENDIX A
SALARY SCHEDULE

	4/1/84 - 3/31/85	4/1/85 - 3/31/86
Step 1	\$32,804	\$34,444
Step 2	34,826	36,567
Step 3	37,071	38,925
Step 4	39,319	41,285
Step 5	42,688	44,822
Step 6	44,937	47,184
Step 7	47,182	49,541
Step 8	49,430	51,902

APPENDIX B
EVALUATION PROCEDURES

The attached form is to be used in the evaluation of all bargaining unit members to fulfill provisions of the Agreement between the MEA and the PSA/USO.

Bargaining unit members 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 self-evaluation, the instrument should be submitted to the evaluator 10 days prior to the formal evaluation session. The supervising manager and the bargaining unit member shall meet at a time specified by the manager for the purpose of evaluation of the bargaining unit member. A self-evaluation, if completed, will be utilized during this session. UniServ Directors' performance appraisal is a legitimate function of a coordinating council, and is encouraged. In addition to offering commendations, constructive criticism, and desired areas of improvement directly to their UniServ Director(s), they may also offer those assessments to the appropriate Zone Director for incorporation into the Zone Director's formal evaluation of the UniServ Director. The Zone Director's evaluation of a UniServ Director may be reviewed and/or shared with the coordinating council. The attached evaluation shall be the only evaluation placed in the bargaining unit member's personnel file except that the bargaining unit member also has the option to place the self-evaluation in the file.

Bargaining unit 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

- I. Name of Professional Employee _____
Supervising Manager _____
Employee's Employment Status
Non-Probationary _____ Probationary _____ Temporary Appointment _____
Current Title and Assignment _____

Length of Time in Current Assignment _____
Length of Time in MEA Employment _____

II. Attributes of Professional Staff (As MEA professional staff, 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 staff than others.)

- A. Knowledge of United Profession (NEA resources, MEA structure, constitution, policies., local association organization, etc.)

- B. Budget Management _____

C. Office Management (has procedures for work completion, responds promptly, keeps accurate records, supervises support staff, etc.) _____

D. Assignment Completion _____

E. Allocation of Time _____

F. Initiative and Creativity _____

G. Working Relationships

1. Membership _____

2. Colleagues _____

3. Supervisory _____

H. Speaking Ability _____

I. Writing Ability _____

J. Appearance _____

K. Health and Vigor_____

III. Self-Improvement (Identify needs)_____

IV. Program Goals (Identify specific goals)_____

V. General Comments, Summary and Recommendations (To be completed by supervisor. Attach extra sheet if necessary.)_____

VI. Next scheduled date for performance review: _____

VII. Signatures

Professional Staff Employee

Supervisor

Date _____

Date _____

APPENDIX C

GUIDELINES FOR ADMINISTRATION OF PSA/USO - MEA SICK BANK

A PSA/USO Sick Bank Committee shall administer the sick bank on behalf of the PSA/USO. 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 bargaining unit member, supervisor or Office of Human Resources, 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 bargaining unit member, the SBC will review that particular circumstance and either renew authorization for continued use or make other appropriate recommendations or decisions.
3. Bargaining unit 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/USO Executive Committee through notification to the PSA/USO President.
5. The PSA/USO 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/USO Executive Committee.
7. The SBC shall file a report of activities and utilization of the bank twice each year to the PSA/USO Executive Committee (November and June), with a copy to management.
8. All records of applications, correspondence, etc., shall be kept by the SBC chairperson with copies provided the PSA/USO President.
9. Any administrative guidelines needed over and beyond those designated herein shall be established by the SBC with the approval of the PSA/USO Executive Committee.

LETTER OF UNDERSTANDING
BETWEEN
MICHIGAN EDUCATION ASSOCIATION
AND
UNITED STAFF ORGANIZATION/PSA

It is understood that the UniServ directors assigned to UniServ units:

- 2-B Wayne Co. MEA/NEA
- 2-C Wayne-Westland E.A.
- 3-C Ann Arbor E. A.
- 5-C Coordinating Council
- 6-A Warren E. A.
- 6-B Port Huron E. A.
- 6-C Utica E. A.
- 6-E MEA/NEA Local 1
- 7-A S.O.D.A.
- 7-B South Oakland MEA/NEA
- 7-D Livonia/Northville E. A.
- 7-E Waterford E. A.
- 7-F Royal Oak/Madison E. A.
- 7-G Farmington/Novi E. A.
- 7-H Bloomfield Hills/Rochester E. A.
- 9-A Grand Rapids E. A.
- 11-A Saginaw E. A.
- 12-A Bay City E. A.
- 12-B Coordinating Council

are excluded from the PSA/USO bargaining unit for the duration of their respective coordinating council's local option status.

It is further understood that the UniServ directors currently assigned to the 10-A United Teachers of Flint, Inc. are a part of the specified bargaining unit for as long as the positions are occupied by N. Lane Hotchkiss and Dorothy Leonard. If the UTF replaces either of the above named bargaining unit members, by requesting the MEA place one of its employees in said position, then all professional staff persons providing service to the UTF shall become members of the bargaining unit represented by the USO. If, however, the UTF replaces either of the above named bargaining unit members with a local option employee, the remaining employee shall remain a member of the USO bargaining unit so long as he/she is providing service to the UTF, but after his/her departure, such positions shall be filled as local option positions, unless the UTF determines that it desires to become a state option unit.

It is further understood that the current UniServ director in the 2-E Coordinating Council will be a member of the USO/PSA bargaining unit unless otherwise determined by the MEA Board of Directors no later than September 1, 1984.

United Staff Organization/PSA

Michigan Education Association(MEA)

Charles O. Strand
President

Larry Chumovich
President

Stan Bunnell
Negotiations Chairperson

Harmon J. Tuben
Negotiations Chairperson

Dated this 17th day of October, 1984.

LETTER OF AGREEMENT
BETWEEN
MICHIGAN EDUCATION ASSOCIATION
AND
UNITED STAFF ORGANIZATION/PSA

In the event that MEA increases the number of bargaining unit positions in Headquarters to more than twenty (20), either party may re-open Section 8.4.B.3 for the purpose of bargaining the issue of Headquarters or divisional groupings in implementing 8.4.B.3. The parties recognize that they may agree to re-insert a listing of divisions in either Article 1 or Article 8.

United Staff Organization/PSA

Michigan Education Association(MEA)

Charles Gerstman Laurie Churchill
President President

Stan Sumell Harvey D. Cohen
Negotiations Chairperson Negotiations Chairperson

Dated this 17TH day of OCTOBER, 1984.

LETTER OF AGREEMENT
BETWEEN
MICHIGAN EDUCATION ASSOCIATION
AND
UNITED STAFF ORGANIZATION/PSA

Regarding: The posting and filling of certain new bargaining unit positions and the displacement of staff currently filling positions to be eliminated as of July, 1984.

1. MEA will post the following positions as vacancies in July, 1984:
 - 1 PR Consultant - Northern Zone (Traverse City)
 - 1 PR Consultant - Eastern Zone (Troy)
 - 1 PR Consultant - Central Zone (Flint)
 - 1 PR Consultant - Southern Zone (Jackson or Lansing)
 - 2 Political Action/Organizing Consultants - Northern Zone
 - 2 Political Action/Organizing Consultants - Eastern Zone
 - 3 Political Action/Organizing Consultants - Central Zone
 - 3 Political Action/Organizing Consultants - Southern Zone
 - 1 Creative Specialist - PR - Headquarters
 - 1 Political Action/Organizing Consultant - Headquarters
2. The following individuals will be considered "displaced", for the purpose of this Agreement:

Jacqui Johnson

Dan Austin

Harry Boyes

Bill Davison

Lou Diaz

Pat Dolan

Maryann Ligato

Karen Chase

and, the most senior PD/HR consultant who chooses to be displaced or, if none, the least senior (A. Martinez).

3. The above named displaced persons shall, in order of seniority, have the right to select one of the above named vacancies (by job and location) immediately, or shall maintain the right to retain their current position until the implementation of the pending UniServ reorganization in early 1985. Persons not choosing to select a position above, shall, at the time of the UniServ reorganization, be given a notice of layoff and shall fill a vacancy, exercise a bump, or accept layoff, except that at that time they may not bump another displaced person named above from any of the above named vacancies.
4. The decision to select a position from the above list of vacancies shall be made within 15 days of the date of posting of same. Failure to do so shall result in that person maintaining his/her current position until the UniServ reorganization in early 1985, or he/she may apply for remaining vacancies pursuant to Article 8.4 of the Agreement.
5. The above named vacancies shall not be available to other bargaining unit members until all the displaced staff have either selected a vacancy within 15 days of the posting or until after 15 days have passed since the posting. At this point in time, remaining vacancies may be filled pursuant to Article 8.4 of the Agreement.

United Staff Organization/PSA

Michigan Education Association(MEA)

Charles Agrest Laurel Churchill
President President

Stan Bunnell Harren D. Culver
Negotiations Chairperson Negotiations Chairperson

Dated this 17th day of October, 1984.

LETTER OF AGREEMENT
BETWEEN
MICHIGAN EDUCATION ASSOCIATION
AND
UNITED STAFF ORGANIZATION/PSA

All persons retired prior to May 1, 1984, under the Early Retirement Incentive Plan provided for in the 1979-81 MEA-MESSA-MEFSA Staff Retirement contract and the attached statement of the ERI program from the Michigan Education Association Staff Fringe Benefit Option Plan, shall continue to receive the early retirement benefits provided for therein.

United Staff Organization/PSA

Michigan Education Association(MEA)

Charles Gustafson Larry R. Chumick
President President

Stan Bunnell Harren D. Cohen
Negotiations Chairperson Negotiations Chairperson

Dated this 17th day of October, 1984.

THIS IS A HISTORICAL DOCUMENT ATTACHED

HEREWITH FOR REFERENCE PURPOSES ONLY.

5.03 Early Retirement Incentive

Benefits payable hereunder shall be paid for each Employee who retires under the MEA-MESSA-MEFSA Staff Retirement Plan prior to age 70 on a voluntary basis, and who has been actively employed full time by a Participating Employer or an Affiliated Employer for ten (10) full years. This money shall be made available to the Employee according to the following choices (to be elected by the Employee in his discretion, on each twelve month anniversary of his retirement date):

- (1) The Employee may choose to have the money used as an allowance to pay for a SuperMed II policy, if available, which includes a \$5,000 term life insurance policy;
- (2) The Employee may choose to have the money used as an allowance to pay for a MESSA term life insurance policy up to a maximum of \$5,000;
- (3) Upon reaching age 65, if SuperMed II is no longer available, the Employee may chose to have the money used as an allowance to pay for MESSA Medicare supplement;
- (4) On each twelve month anniversary of the Employee's retirement date, the Employer shall pay the remaining cash directly to the Employee. Final year benefits will be prorated for that part of the year prior to age 70 for which the Employee is entitled to benefits. There shall be no Early Retirement Incentive benefit available under this proposal to any Employee beyond age 70 except that an allowance for MESSA Medicare supplement will continue until death to the extent that it is not paid under any other such subsidy.

The amount of money annually available hereunder shall be equal to: (the Employee's number of complete years or quarters thereof as a paid Employee of the Employer) x (the Employee's hourly rate of pay at termination of active employment x 2) + \$1,500. This amount constitutes a maximum payment annually per retired Employee and is available only until age 70 (except that an allowance for MESSA Medicare supplement will be continued until death to the extent that it is not paid under any other such subsidy.) The amount of money annually available to an Employee hereunder shall be reduced to the extent of the Employer cost of previously contracted for contribution for health insurance during retirement.

Eligible employee elections among the benefits available hereunder shall be made pursuant to a policy adopted and uniformly administered by the Plan Administrator.

LETTER OF AGREEMENT
BETWEEN
MICHIGAN EDUCATION ASSOCIATION
AND
UNITED STAFF ORGANIZATION/PSA

The MEA and the PSA/USO agree to investigate and evaluate the concept of job sharing. A committee made up of equal numbers of members appointed by the MEA Executive Director and by the PSA/USO President shall be instituted within thirty days after ratification of the contract currently being negotiated.

The charge to this committee shall be to determine the feasibility of such a procedure for application within the PSA/USO bargaining unit and, if found feasible, to draft an in-depth recommendation for its implementation. The recommendation may be made to the MEA Executive Director for implementation or to the MEA and PSA/USO jointly for contractual consideration.

United Staff Organization/PSA

Michigan Education Association(MEA)

Charles Agostinetti
President

George W. Churchill
President

Stan Bunnell
Negotiations Chairperson

Harold D. Culver
Negotiations Chairperson

Dated this 17th day of October, 1984.

