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1983-1986

Agreement Between
The United Staff Organization
MESSA
and
The MESSA Board of Trustees



Michigan Electronic Special Services Bureau

*M.E.S.S.A.
1480 Kendale Blvd.
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ARTICLE ONE

Recognition

A. The Michigan Education Special Services Association (the "Employer") hereby recognizes the United Staff Organization (the "Union") as the sole and exclusive representative for all Field Representatives employed within the State of Michigan, but excluding all other employees, guards and supervisors as defined in the National Labor Relations Act.

B. The Employer agrees not to negotiate with any organization other than the Union for the duration of this agreement, concerning wages, hours, and terms and conditions of employment of personnel defined in paragraph A above.

ARTICLE TWO

Conditions of Employment

A. Employee Requirements:

It shall be considered mandatory for continued employment for each field representative:

1. To possess a current valid driver's license
2. To possess appropriate insurance licenses
3. To be bondable
4. To hold appropriate MEA membership at MESSA expense

B. A field staff appointment is a full-time position. Bargaining unit members shall not engage in any outside occupation or activity which would place the bargaining unit member in a position of conflict with the program, policies, time commitments or objectives of MESSA.

The term "outside activity" shall not be construed to bar such activities as service on a board of education, civic work, church and fraternal committees, and charities, so long as they do not interfere with the performance of responsibilities to the Employer.

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

D. The employer shall provide a work station for each bargaining unit member within the member's geographic area that shall be selected by the Director of Field Services after consultation with the bargaining unit member.

E. Each bargaining unit member may set his/her schedule in the manner that she/he considers most appropriate to the proper performance of his/her assigned functions. If MESSA requires the bargaining unit member to schedule work time in a specified manner, that bargaining unit member's supervisor shall give the bargaining unit member advance notice.

ARTICLE THREE

Membership and Dues Checkoff

A. The Employer agrees that as a condition of continued employment a bargaining unit member shall, after thirty (30) calendar days of employment, become a union member.

B. Membership dues, fees, and all assessments of the Union uniformly required shall be deducted from the wages of each bargaining unit member beginning with the first pay period following the completion of the first thirty (30) calendar days of employment, upon receipt by the Employer of a valid, signed authorization card, in a form provided by the Employer, and shall be remitted not less frequently than monthly to the Union. All prospective employees shall be advised of this provision at the time of hiring.

C. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

D. No bargaining unit member shall be terminated from employment for nonpayment of such uniformly required membership dues, fees, or assessments until all of the following has occurred:

1. The bargaining unit member has been informed by the Union in writing that failure to pay such dues, fees, or assessments will result in the Union requesting the Employer complying with termination of employment.

2. The Employer has been informed in writing of the bargaining unit member's failure to pay such dues, fees, or assessments and has been requested in writing by the Union to terminate the employee.

3. The Employer shall inform the bargaining unit member in writing that failure to pay such dues, fees, or assessments will result in termination of employment. Such termination shall occur within thirty (30) calendar days after receipt of the initial notification from the Union to the Employer and the bargaining unit member unless agreement has been reached between the Employer and the Union.

E. The Union shall hold the Employer harmless for any expenses incurred as the result of the termination of any employee at the direction of the Union.

ARTICLE FOUR

Employer Rights

The Employer retains the right to manage and operate its organization and business; to maintain order and efficiency in its operation; to create and abolish positions; to hire, lay-off, and assign, (according to Lay-off and Recall, and Vacancies and Transfer provisions), to exercise control over its properties and equipment; to install modify or change methods of operations, reasonable work schedules, or equipment; to discipline and discharge employees for just cause; to make rules and regulations not in conflict with this Agreement.

ARTICLE FIVE

Continuity of Operations

During the term of this Agreement neither the Union, its officers, agents nor members shall authorize, engage in, condone or ratify a strike or other concerted activity over any dispute which is a proper subject for the grievance-arbitration procedure established under this Agreement. Any member who violates this provision shall be subject to discipline including discharge.

ARTICLE SIX

Grievance Procedure

SECTION 1. For the purpose of this Agreement, the term "grievance" is defined as all complaints, disputes or controversies, arising between the parties during the term of this Agreement involving questions of interpretation and/or application of any provision of this Agreement. If such grievance should arise, the following procedure shall be observed:

Step 1. An employee having a grievance shall present it in writing to the Manager of Field Services within ten (10) working days after the facts or circumstances giving rise to such grievance occurred or could have been known by the employee, or it shall be waived. All grievances shall be in writing, dated and signed by the aggrieved employee(s), and shall contain a statement of the facts giving rise to the grievance, the contract provision violated, and the relief sought. The Employer shall hold a meeting with the grievant within five (5) working days of receipt of the grievance. The employee may be accompanied by his/her Grievance Representative if he/she so desires. The Employer's written answer shall be given within five (5) working days of the meeting.

Step 2. If the grievance is not satisfactorily adjusted in Step 1, the grievance may within five (5) working days of the Step 1 answer be appealed in writing, by delivering it to the Director of Field Services or his designee(s). It shall thereafter be discussed at a meeting to be held within five (5) working days with the Director of Field Services or his designee(s), the employee or employees involved, and the Grievance Representative. A written answer shall thereafter be given by the Employer to the grievant(s) within five (5) working days.

Step 3. If the grievance is not satisfactorily adjusted in Step 2, it may be appealed within five (5) working days after the written answer given in Step 2, by written notice delivered to the Executive Director of MESSA, or his designee. It shall thereafter be discussed at a meeting to be held within five (5) working days with the Executive Director of MESSA or his designee(s), the employee or employees involved, and the Grievance Representative. A written answer shall thereafter be given by the Employer to the grievant(s) within five (5) working days. Such meeting shall be held within five (5) working days and a written answer shall be given by the Employer to the Union within five (5) working days.

Step 4. If the grievance is not satisfactorily adjusted in Step 3, the Union may submit the grievance to arbitration under Section 3, below. Any request for arbitration of a grievance must be made in writing and delivered to the Executive Director of MESSA within thirty (30) calendar days after the Union receipt of the written answer given in Step 3.

SECTION 2. The time limits governing the grievant and/or Union contained herein shall be deemed final, and the grievance shall be considered settled by the last disposition of the Employer at the step at which the time limits are not adhered to by the grievant and/or the Union unless said time limits are waived by the Employer in writing. Any failure by the Employer to adhere to its time limits shall automatically move the grievance to the next step.

SECTION 3. Arbitration

A. All grievances referred to arbitration shall be heard, processed and decided by the arbitrator pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect. Should there be a conflict between said rules and any provisions of this Agreement, this Agreement shall govern.

B. The arbitrator shall have full authority to decide the issue in dispute, except that he shall not have authority to add or subtract from the provisions of this Agreement. His decision and award shall be final and binding on all parties.

C. Fees and expenses of the arbitrator shall be borne equally by the parties.

D. If either party after due written notice of the date and time thereof should fail to appear and present its case in an arbitration hearing as scheduled, the arbitrator is authorized to hear and decide the case on the basis of any evidence presented.

E. Neither party shall be permitted to submit in arbitration proceedings any evidence not previously submitted at lower levels.

F. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less compensation received from any other source for personal services performed in lieu of employment with the Employer.

G. The term "working days" means Monday through Friday providing the building is open for business.

H. All grievances arising from terminations shall be submitted at Step 3 of Section 1 of this Article, above.

ARTICLE SEVEN

Seniority

A. Seniority shall be defined as the length of continuous service in this bargaining unit from the last date of hire and shall be computed in years, months, and days.

B. Loss of Seniority - Seniority shall be lost from the occurrence of any of the following:

1. The bargaining unit member quits, retires or is discharged;
2. The bargaining unit member dies;
3. The bargaining unit member is laid off for a period equal to seniority;
4. The bargaining unit member fails to return to work within ten (10) working days of the earlier of actual receipt or attempted delivery of a notice of recall sent by certified mail to the employee's address of record as reflected by the personnel file;

5. The bargaining unit member fails to return to work upon the expiration of any leave or fails to give notice of a reasonable excuse for failure to return by the time the employee is due to return.

C. Seniority Acquired - Bargaining unit members shall accrue seniority from date of hire and shall enjoy all the benefits of this Agreement, provided that new bargaining unit members hired after the effective date of this agreement shall be on probation for the first twelve (12) months of their employment and shall have no recourse to the grievance procedure for discipline or discharge only during such probation.

D. New Employees - New bargaining unit members with special training, experience in Association work, or the insurance field may, at the discretion of the Employer, be credited with seniority for wage and fringe benefits only and placed up to step four on the wage scale. Such seniority shall not be credited for any other purpose unless specifically stated in this Agreement.

ARTICLE EIGHT

Vacancies and Transfers

A. To achieve and maintain efficiency of operations, the Employer reserves its right to determine geographic work areas and home locations relating to such geographic areas after consultation with the Association. The Employer shall not, however, require current bargaining unit members to move from their current homes unless they voluntarily elect a new area assignment.

B. At least ten (10) work days prior to filling a bargaining unit vacancy, the Employer shall notify all bargaining unit members that a vacancy will exist. Bargaining unit members may apply in writing for the position within the ten (10) day notice period. Such written application shall constitute the firm commitment of the successful bidder to accept such transfer. To be eligible for transfer, the bargaining unit member must have been in his/her current area assignment for two (2) years or more. Should more than one bargaining unit member apply for the position, the most senior bargaining unit member shall fill the vacancy.

C. Where the employer redefines geographic work areas resulting in a new area within which no field representative resides, such vacancy shall be filled in accordance with Paragraph B. Nothing in this agreement shall be construed to require the employer to maintain any geographic or numerical requirements as to staffing.

D. A bargaining unit member, upon initial employment, or if transferred in his or her employment with the Employer, shall be paid all necessary moving charges including packing and crating of household goods.

E. Concurrent with the posting of any position not filled by a bargaining unit member, MESSA shall send a notice of such opening to the personnel offices of MEA and MEFSA.

F. In the event that any vacancy is not filled from within the bargaining unit, the Employer shall first consider any qualified applicant who is a MESSA employee. In the event that any vacancy is not filled by a MESSA employee, said vacancy shall be filled by the most senior qualified applicant from among those on layoff or notified of layoff that are members of the MEA-PSA, MEA-ASO, and MEFSA-SSA, (seniority being the seniority the applicant holds in the unit from which laid off) provided that no such applicant shall have any recourse to the grievance procedure in this agreement over any dispute arising out of the application of this section nor shall any such dispute be strikable under Article Five, Continuity of Operations. Employees hired under this section shall be treated as new hires.

ARTICLE NINE

Association Release Time

A. The employer agrees to provide up to sixty (60) days per year release time without loss of salary or benefits for use by the union for the purpose of conducting union business. Requests for union release time shall be submitted to the immediate supervisor for approval.

B. Joint meetings of the employer and union shall not be covered by the above provision. An employee engaged during the work day in negotiations on behalf of the union or in grievance processing, including arbitration proceedings, with any representatives of the employer shall be released from regular duties without loss of salary or benefits, and shall not be required to use union release time.

ARTICLE TEN

Authorized Absences

A. General Leave Provisions

Unless otherwise noted, fringe benefits and advancement on the salary schedule shall not accrue to persons on leave without pay.

B. Return to Position

1. 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.

2. Upon return from any leave of more than one year, the bargaining unit member shall be placed in the next available bargaining unit position.

C. Unpaid Leave

Up to a one year unpaid leave may be granted without pay or benefits upon written request of the bargaining unit member.

D. Temporary Leaves of Absence

1. **Jury Duty** - A bargaining unit member who is called for jury duty shall be released without loss of pay or benefits for reasonable travel time and required time spent at the court house. Any compensation (jury fee, mileage, etc.) received by a bargaining unit member shall be turned over to the Employer. A bargaining unit member shall give the Employer notice that he/she has been called for jury duty not later than the first work day following receipt of the jury duty summons.

2. **Leave for Death in the Family** - An employee shall be allowed up to a maximum of five (5) working days without loss of pay at the time of death in the immediate family of the employee provided the employee attends the funeral. Immediate family shall mean husband, wife, child, (including adopted and step children), grandparent, parent, (including step parents), brother, sister, (including step brother and step sister), mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild and legal residents of the employee's home.

ARTICLE ELEVEN

Vacation Leave

A. Vacation time will be calculated on a July 1 to June 30 year.

Vacation days for bargaining unit members working less than a full year will be prorated for each full month worked in case of hire and for each full month not worked in case of terminations.

Vacation will be provided according to the following schedule:

Pay Step On July 1

Step 1 and Step 2 - four weeks

Step 3 - five weeks

Step 4 and above - six weeks

B: Vacations will normally be scheduled so as not to conflict with the following:

Spring RA/MEA Leadership

MSBO/MASB

The bargaining unit member's host payroll conference

C. Unused vacation will be reimbursed to the bargaining unit member on June 30 each year (up to two weeks annually and up to six at retirement or termination provided a 30-day termination notice was given and all equipment and credit cards properly returned.)

D. Guidelines

1. Vacation leave in combinations with holidays may not exceed three weeks without approval of the Field Manager.

2. The week before Labor Day and the month of September will be considered a moratorium period on vacation use.

3. Up to five (5) bargaining unit members may be on vacation at any one time unless a MESSA function intervenes.

4. Management will be given 30 days notice on vacations exceeding one week.

5. All other requests for vacation will be made as early as possible. Requests will be considered in the order received.

6. Bargaining unit members who are not current with reports, assignments and paperwork may not take vacation.

E. Personal Leave

Each bargaining unit member will receive two (2) personal days on each July. There will be no accumulation of personal days and no pay off of personal days.

ARTICLE TWELVE

Holidays

The following holidays will be observed:

- Independence Day
- Labor Day
- Thanksgiving Day and the following Friday
- Christmas Eve
- Martin Luther King's Birthday
- Spring Holiday - Good Friday
- Memorial Day

Any other days as may be designated by the Executive Director of MESSA.

If any of the above holidays falls on Sunday, the holiday will be observed on the following Monday. If any of the above holidays falls on Saturday, the holiday will be observed the preceeding Friday.

Winter recess will be observed on the following days.

- December 26, 27, 28, 29, 30, 1983, and January 2, 1984
- December 25, 26, 27, 28, 31, 1984, and January 1, 1985
- December 25, 26, 27, 30, 31, 1985 and January 1, 1986

ARTICLE THIRTEEN

Layoff and Recall

A. Notice - The Employer shall give sixty (60) calendar days written notice of layoff to the bargaining unit member involved.

B. Layoff - Layoffs shall be accomplished by reverse seniority.

C. Recall - Bargaining unit members shall be recalled to available openings in reverse order of layoff.

D. Other Employment - Laid off bargaining unit members shall not be prohibited from seeking and accepting gainful employment elsewhere, and shall not lose seniority for that reason.

E. Laid off bargaining unit members shall receive those benefits set forth in Fringe Benefits, Paragraph A, Insurance, for which they are enrolled at the time of layoff for three months beyond the effective date of layoff at the Employer's expense. They may then elect to continue insurance benefits (consistent with the then existing underwriting eligibility policies) by making the contributions under the MESSA direct pay system.

F. During layoff a bargaining unit member's seniority shall be frozen. No seniority or benefits shall accrue.

ARTICLE FOURTEEN

Evaluation

A. Performance evaluations of bargaining unit members shall be conducted by their immediate supervisor once yearly. Evaluations of bargaining unit members shall be made more frequently if, in the opinion of the Manager of Field Services, the individual is in need of more concerted personal attention.

B. The instrument used in the evaluation of bargaining unit members is attached (Appendix A). Any formal evaluation of a bargaining unit member shall be reduced to writing and presented to them not later than the time of the final evaluation. All staff being evaluated shall have access to their evaluation and a copy of each evaluation, signed by the Manager of Field Services and the bargaining unit member, shall be placed in member's personnel file.

C. Personnel files shall be maintained consistent with the Michigan Employee Right to Know Act.

ARTICLE FIFTEEN

Discipline and Discharge

A. Discipline or formal reprimands leading to suspension or discharge must be in writing and state the full reason for such action. Such discipline or reprimand shall be done with the individual employee and a union representative if the employee so requests and if a union representative is readily available. Except as provided in Article Seven, Seniority, Paragraph D, no bargaining unit member shall be disciplined without just cause and access to the grievance procedure.

B. Written disciplinary statements shall automatically be removed from the employee's file after a period of twenty-four (24) months when the behavior which caused the reprimand is corrected.

ARTICLE SIXTEEN

Non-Discrimination

It is the goal and the intent of the Employer to employ and maintain a staff of the highest quality. The Employer intends to demonstrate, by its own achievement, that a quality staff can be maintained while the goal of equal opportunity held by the Employer, and by our society, may also be realized.

Consistent with the above, MESSA affirms its policy to provide equal employment and advancement opportunities for all applicants for employment and employees regardless of race, color, marital status, creed, religion, national origin, age, or sex.

The Union shall endeavor to work closely with the Employer in a continuing attempt to achieve this goal.

ARTICLE SEVENTEEN

In-Service Training

A. Each employee may take one class with approval of the Director of Field Services per contract year at company expense. The class shall be scheduled by the employee so as not to conflict with work commitments.

B. Each employee may attend at company expense one AMA or equivalent seminar of up to three days duration during each contract year. The topic and location shall be subject to the approval of the Director of Field Services. Such seminar shall not conflict with work commitments.

C. The Employer shall hold at least one group training session off-site per contract year. The time, location, and topic shall be determined by the Director of Field Services after consultation with the union. All employees shall attend. Employee meals, lodging, transportation, and incidental expenses shall be paid by the Employer. A spouse or guest may be taken by an employee at the employee's expense.

ARTICLE EIGHTEEN

Legal Action

Where a bargaining unit member acting at the specific direction of the Employer is sued, fined, or arrested, the Employer shall at the request of the bargaining unit member provide an attorney of the Employer's choosing to represent the bargaining unit member at the Employer's expense, and further shall hold the bargaining unit member harmless for any fines levied or judgements rendered against the bargaining unit member as a result of taking such action, provided that the foregoing shall not apply to traffic violations.

ACTICLE NINETEEN

Separability

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

ARTICLE TWENTY

Fringe Benefits

The following fringes will be provided for the duration of the contract:

A. Insurance

1. Full family Super Med 2 for bargaining unit members
2. Term life insurance, including waiver of premium where applicable:
 - \$50,000 Negotiated Term Life all causes
 - \$125,000 AD&D (\$175,000 if death by accident)
 - \$100,000 Personal Accident
 - Dependent Life (Negotiated): \$25,000 on spouse \$12,500 each eligible child
 - The standard 200/100 SIB plan
3. LTD - MESSA Negotiated Group Long Term Disability, Plan II. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2500 and shall begin after the expiration of sick leave. The best MESSA LTD package available will be provided in subsequent years.
4. Delta Dental Plan "Auto Plus" without orthodontic rider (Orthodontics could be added back into the dental plan during this agreement if an unforeseen need were to arise.)
5. Group Vision VSP3
6. Super M.E.A.L.S. II
7. Company-paid \$30/month options for all bargaining unit members to be used for MESSA/MEFSA available options.
8. Bargaining unit members not electing health insurance may apply single subscriber Super Med 2 (Area 11) premium towards MESSA/MEFSA available options.

B. Physical Examination

The Employer will pay for an out-patient physical exam annually for each bargaining unit member or at the option of the bargaining unit member \$150 towards the cost of membership in a health club. The Employer will pay the cost of a physical exam for the bargaining unit member's spouse during the first and third years of this agreement or at the option of the bargaining unit member \$150 towards the cost of membership in a health club.

C. Sick Days

Sick leave is 60 workdays per year (non-accumulative). In case of illness or injury while on vacation, the bargaining unit member shall request and be granted a change of status from vacation to sick leave usage for the term of such illness or injury.

D. Retirement

MESSA shall provide without cost to retirees (including existing Field Staff retirees) the following benefits:

- Full family Group Vision VSP3
- \$5,000 Employee Term Life for retirees
- \$30.00 per month for eligible MEA, MESSA, Medicare and/or available MEFSA options including fixed and variable.
- Full family Super Med 2
- Super M.E.A.L.S. II

E. Surviving spouse benefit. MESSA shall provide full family Super Med 2, Delta Dental, Super M.E.A.L.S. II and VSP3 to the surviving spouse of any bargaining unit member actively employed on or after July 1, 1983. The obligation of MESSA to provide any benefit under this paragraph shall terminate at midnight June 30, 1986.

F. Miscellaneous Benefits

The Employer shall continue to pay the full cost of bonding, errors and omissions insurance, Michigan Life & Health licensing, membership in the MEA, NEA and MSBO, NASD and SEC licensing (where applicable) and any similar policies currently in effect.

ARTICLE TWENTY-ONE Transportation

A. The Employer shall provide to each Employee a leased automobile. Lease arrangements will be made exclusively through the Employer approved leasing agent(s). Each lease shall run for a period of twenty-four (24) calendar months or 40,000 miles whichever comes first.

B. Each Employee may choose from the "Kelley Blue Book" an automobile up to and including Oldsmobile Delta 88 Royale or its equivalent. The Employee shall adhere to the following guidelines in making his/her choice of an automobile:

1. American made only,
2. Sufficient in size to accommodate the work and travel requirements as established by the Employer for Field Reps,
3. Maintained in a condition consistent with the Employer standards.

C. In addition to standard equipment, each automobile shall have the following if available and listed as an option in the Kelley Blue Book on the automobile chosen by the Employee: Automatic Transmission - Power Steering - Power Brakes - Steel Belted Radial Tires WSW (tire size to be P215/75R15 when appropriate for the make automobile) - Air Conditioning Four Season - Tinted Glass - Electric Clock - AM/FM Stereo Radio - Rear Window Defogger - Cruise Control - 307 HP engine or as recommended by the manufacturer - L/R Remote Mirrors - Door Edge Guards - F/R Mats - F/R Bumper guards - Light Group Combination Dome and Dual Lens Reading - Tilt Steering Wheel - Pulse Wiper.

Each Employee may add to the above list up to four (4) of the following listed options if available and listed as an option in the Kelley Blue Book on the automobile chosen by the Employee: Split Front Seat 55/45 - Power Seats - Vinyl or Landau Top - Power Windows - Power Door Locks - Power Antenna - AM/FM/Stereo with Cassette

D. The Employer shall pay all operating costs incurred for the automobile use within the State of Michigan including necessary maintenance of the automobile. The Employee shall have all routine maintenance performed at the intervals recommended by the manufacturer. Extraordinary maintenance shall be done with prior Employer approval and at the Employer's expense.

E. Auto Insurance

The Employer will insure each vehicle under MESSA's Fleet Policy insured through MEFSa to include the premium cost for dependents' incidental use of the vehicle. This will include any collision deductible expense to be refunded by MESSA. The premium will be paid in full for the standard rating for an employee's annual mileage, rating area, age and marital status. Any extra charge based on driving experience, or dependent's experience shall be the responsibility of the employee with the following exception:

1. In the event insurance costs for an employee increase solely due to accidents where the insured member was not at fault, MESSA will assume the full-cost of the MEFSa pool. If, however, the member or insured family has incurred a traffic ticket (moving violation) in the preceding thirty-six (36) month, MESSA's financial liability will be limited to 100% of the first and second MEFSa pool and 75% of the third pool.

2. The bargaining unit member shall promptly report all insurance changes and accident repair requirements directly to MEFSa. Repair arrangements shall normally be made by the employee. The member shall provide copies of all notices and premium payment statements to MESSA.

F. The Employee shall report during the first work week of each month the odometer reading from his/her vehicle and the number of personal miles driven in the preceding month.

G. The Employee shall by the last work day of May and November reimburse the Employer \$10.00 per month fixed cost for personal use and \$.10 per mile for each mile reported as personal mileage on the leased automobile for the preceding six months. The Employee shall have the sole responsibility for record keeping to satisfy the I.R.S. on her/his personal tax returns.

The Employer will not assume any liability for personal income taxes which may become due and owing as a result of this agreement.

ARTICLE TWENTY-TWO

Retirement

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 in 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 revisions 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 and ASO units respectively, MESSA and its PSA and SSA units respectively, and MEFSA and its SSA 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.

ARTICLE TWENTY-THREE

Early Retirement Incentive

The Early Retirement Incentive originally created by the MEA-MESSA-MEFSA Staff Retirement Contract of 1979-1981 is abolished and of no further force and effect.

ARTICLE TWENTY-FOUR

Salary

Effective July 1, 1983 the following salaries shall apply:

Step 1	\$31,242
Step 2	33,168
Step 3	35,305
Step 4	37,447
Step 5	40,655
Step 6	42,797
Step 7	44,935
Step 8	47,076

The above rates shall be adjusted upward by 5% on July 1, 1984 and again on July 1, 1985.

ARTICLE TWENTY-FIVE

Duration and Amendment

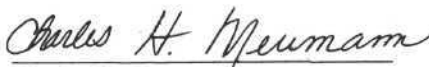
A. This agreement shall remain in full force and effect for the period commencing July 1, 1983 and shall continue until midnight on June 30, 1986, as hereinafter provided.

At least ninety (90) days prior to its expiration date or yearly extended date, either party who wishes to terminate or amend this Agreement shall provide written notice to the other party. Negotiations between the parties shall begin within thirty (30) days of such notification. If, pursuant to such negotiations, an agreement is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended in writing for a specified period or periods by mutual agreement of the parties.

B. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, except by mutual written agreement, to reopen this agreement.



Charles Agerstrand
USO President



Charles H. Neumann
President



Douglas Schroeder
Chief Negotiator



William R. Breher
Executive Director

APPENDIX A

MICHIGAN EDUCATION SPECIAL SERVICES ASSOCIATION PROFESSIONAL EMPLOYEE PERFORMANCE APPRAISAL

I. Name of Professional Employee: _____

Immediate Supervisor: _____

Current Title and Assignment: _____

Length of Time in Current Assignment: _____

II. PERFORMANCE EXPECTATIONS

(This section is intended to be used by the supervisor and the staff person to discuss those specific activities for which the staff person has responsibility. It is intended that the basis for such a discussion will be the written job description.)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

III. ATTRIBUTES OF PROFESSIONAL EMPLOYEE

(As a professional employee, each person is expected to have certain attributes and manifest certain behaviors which are consistent with his or her specific task and the general role he or she is expected to play.)

A. Knowledge of Programs and Policies of:

1. MESSA: _____
(Comments)

2. Underwriters: _____
(Comments)

3. Competitors: _____
(Comments)

B. Utilization of Appropriate Avenues of Sales Promotion such as:

1. Staff Meetings: _____
(Comments)

 2. Committee Meetings: _____
(Comments)

 3. Zone Meetings: _____
(Comments)

 4. MEA Meetings (President's Dinners, Region Council, etc.)

(Comments)
 5. Service Calls: _____
(Comments)

 6. Negotiations: _____
(Comments)

- C. Fulfillment of Assigned Responsibilities: _____
(Comments)

D. Office Management: (Weekly Schedules, Call Reports, Expense

Reports) _____
(Comments)

E. Allocation of Time: _____
(Comments)

F. Initiative and Creativity: _____
(Comments)

G. Working Relations:

1. Business Officials: _____
(Comments)

2. Uniserv: _____
(Comments)

3. Subscribers: _____
(Comments)

4. Negotiators: _____
(Comments)

5. Colleagues: _____
(Comments)

6. Inter-Office Staff: _____
(Comments)

H. Speaking Ability: _____
(Comments)

I. Writing Ability: _____
(Comments)

J. Appearance: _____
(Comments)

IV. IMPROVEMENT EFFORTS

A. Evidence of Attempts at Continued Professional Growth: _____

B. Areas of Suggested Self-Improved Efforts: _____

V. PROGRAM GOALS

What specific goals should the staff person aim toward on a short-term (six months) and long-term (twelve months) basis in current assignment?

A. Short-Term

1. _____

2. _____

3. _____

4. _____

B. Long-Term

1. _____

2. _____

3. _____

4. _____

5. _____

VI. TO BE COMPLETED BY SUPERVISOR

A. General Comments Summary: _____

B. Future Growth Expectations:

Trainee _____ Career _____ Warning* _____

(*If designated, attach areas of required growth and time limit for same.)

C. Next Scheduled Date for Performance Review:

VII. EMPLOYEE COMMENTS

VIII. PROFESSIONAL STAFF
EMPLOYEE

SUPERVISOR

(Signature)

(Signature)

(Date)

(Date)

August 23, 1983

Ms. Janet Suriano
President, MESSA PSA USO
United Staff Organization
P.O. Box 798
Owosso, Michigan 48867

Dear Janet:

This is to confirm the agreement reached during the bargaining of the MESSA PSA USO labor contract effective July 1, 1983.

During the life of this agreement, July 1, 1983 through June 30, 1986, Hal Buckner, Nancy Rice Kidston, Doug Schroeder and Janet Suriano are entitled to attend, with the approval of the Director of Field Services, one AMA equivalent seminar/workshop in addition to the annual AMA seminar provided in the 1983-1986 labor agreement.

Sincerely,

John L. Hamelin
Director, Field Services

MEMORANDUM

TO:

FROM:

DATE:

SUBJECT: Transition Procedure

LEASED

Each employee shall go into the Employer Plan at the expiration of his/her current lease agreement or 40,000 miles, whichever comes first.

OWNED

Each Employee shall go into the Employer Plan at the attainment of 40,000 miles on his/her current vehicle or may at his/her option place order for employer lease vehicle immediately. The Employer shall at the employees request, intercede and assist in the selling of current vehicle through the Employer Lease Agent.

Until each employee has reached the above point, under the leased or owned paragraphs above, he/she shall continue to receive the allowance now being received without any adjustments.





NOTES

NOTES

