

1983-86 CONTRACT

Michigan Education Association

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MEA • ASO / USO

ASO • MEA

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USO/ASO-MEA MASTER AGREEMENT

PREAMBLE

This Agreement is entered into by and between the Michigan Education Association, hereinafter called the "Employer" and the United Staff Organization (USO) with which the Associate Staff Organization of the Michigan Education Association (ASO) is affiliated. Where the term "Member" is used, reference is to all those covered by the recognition statement in this Agreement.

ARTICLE 1 - RECOGNITION

1.1 Bargaining Unit Defined

- A. The bargaining unit shall consist of all office clerical employees, secretarial employees, data processing employees, word processing employees, mail room employees, print shop employees, housekeeping employees, file employees, switchboard operators, receptionists, membership processing employees, bookkeepers, payroll clerks, library employees, staff artists, supply room employees, maintenance employees, custodial employees, accountants, building engineers, research assistants, editorial assistants, and all other support staff employed by the Michigan Education Association and all regularly employed members whose titles and classifications shall be listed in Appendix A.

Excluded are managers, supervisors, professional staff, confidential employees, temporary employees and guards as defined in the Act.

- B. Regularly employed members are those employed on a continuing basis and, who normally work five (5) days per week, Monday through Friday, and further, this category shall also include any member working half days on a regular yearly basis or a member working less than twelve (12) months of the year on a full-time basis.
- C. Temporary employees shall not be used to fill a vacancy which normally would be filled by members.

1.2 Exclusive Rights

The Employer agrees not to negotiate with any individual member or organization other than the USO for the duration of this Agreement.

ARTICLE 2 - ASSOCIATION RIGHTS

2.1 Right to Concerted Activity

The Employer agrees that every member shall have the right to freely organize, join, and support the USO/ASO for the purpose of engaging in collective bargaining, negotiations and other concerted activities for mutual aid and protection. The Employer undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any member in the enjoyment of any rights negotiated under this Agreement, the laws of Michigan, the Constitutions of Michigan and the United States. The Employer shall not discriminate against any member by reason of membership in the USO/ASO, participation in any activity of the USO/ASO, collective negotiations with the Employer, institution of any grievances, complaints, or proceeding under this Agreement as well as with respect to any terms or conditions of employment.

2.2 Association Members

- A. Any non-probationary member who is not a member of the USO/ASO in good standing or who does not make application for membership within thirty (30) days from the date of commencement of non-probationary duties shall, as a condition of employment, pay a fee to the USO/ASO in an amount equal to membership dues. The member may authorize payroll deduction for such fee in the same manner as provided in Section 2.3 of this Article.
- B. In the event that a member shall not pay such fee directly to the USO/ASO or authorize payment through payroll deductions, as provided in Section 2.3, the Employer shall immediately cause the termination of employment of such member upon request of the USO/ASO. The parties expressly recognize that the failure of a member to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

2.3 Authorizing Dues Deduction

Any bargaining unit member who is a member of the USO/ASO or who has applied for membership may sign and deliver to the Employer an assignment authorizing deduction of membership dues in the USO/ASO. Pursuant to such authorization, the Employer shall deduct such dues from the bi-weekly checks of members.

2.4 Payroll Deductions

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

2.5 Remittance to USO/ASO

Pursuant to authorization of the member, whether for membership dues or equivalent fee, the Employer shall remit to the USO/ASO at the end of each month that portion allocated to the USO/ASO.

2.6 Program and Policy Development

The Executive Director or his/her designee shall meet with the USO/ASO President at least twenty (20) days prior to the implementation of any new and/or changes in programs or policies which affect members. Such programs or policies must be implemented in a manner which does not violate this contract relative to wages, hours, terms or conditions of employment.

2.7 Request for Information

The Employer shall, upon reasonable request, furnish the USO/ASO information concerning the financial resources of the Michigan Education Association, budgetary requirements and allocations, and other information to assist the USO/ASO in developing intelligent, accurate, informed, and constructive programs on behalf of its members, together with information which may be necessary for the USO/ASO to process any grievance or complaint.

2.8 Association Release Time

- A. The Employer agrees to provide up to 1,000 hours per year released time for use by the USO/ASO, its officers and members for the purpose of conducting Association business.
- B. Requests for use of Association release time shall be submitted to the management supervisor for approval. Meetings of the USO/ASO Executive Committee shall be exempted from this requirement when the Office of Human Resources is notified of such meetings at least 15 days prior to the scheduled meeting and provided a list of participants. Time used from Association release time must be reported on regular time reports.
- C. Requests for use of Association release time shall be approved unless such absence interferes substantially with the member's job or unless the absence would interfere with major programs of the MEA.
- D. Joint meetings of the Employer and Association shall not be covered by this provision, but shall be as jointly agreed to between the parties. The grievant(s) and one USO/ASO representative are also exempted from this provision during joint meetings at any level of the grievance procedure.
- E. The Director of Human Resources shall provide a written report of Association release time usage to the Association President on a quarterly basis.
- F. During the third year of this agreement, the negotiations committee shall be authorized up to 250 hours release time for bargaining preparation.

2.9 Use of MEA Facilities and Equipment

The USO/ASO shall have the right to use the Employer's facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The USO/ASO 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/ASO agrees that such usage shall be regularly reported and that it shall submit payment for such usage at least quarterly.

2.10 Assistance

The Employer specifically recognizes the right of members appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency or an arbitrator appointed pursuant to the provisions of this Agreement. The Employer and the USO/ASO agree to be bound by any lawful order or award thereof.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Employing Agency

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

3.2 Management Rights

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

ARTICLE 4 - NON-DISCRIMINATION

4.1 Non-Discrimination

The 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 the application of the MEA Affirmative Action Program and Policies.

4.2 Affirmative Action

The MEA shall maintain the Affirmative Action Program and Policies in compliance with EEOC Affirmative Action Guidelines as set forth at 44 Federal Register 4422, 29 CFR 1608.1 et. seq.

4.3 Sexual Harassment

It is expressly understood that 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 any member or the actual adverse implementation of any of these work or employment conditions due to lack of sexual submission is sexual discrimination. The Employer agrees that it, its agents, employees, administrators and supervisors are not to engage in any such behavior or practice.

ARTICLE 5 - EMPLOYMENT

5.1 Employment Provisions

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

5.2 Anniversary Date

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

5.3 Probationary Period

- A. New members shall be considered to be in a probationary period during their first ninety (90) days of employment with the Employer.
- B. The Employer, after consultation with the USO/ASO, may extend the probationary period. Upon completion of the probationary period, the Employer shall notify the member and the USO/ASO.

5.4 Vacancy

- A. A vacancy shall exist where there are more bargaining unit positions than there are bargaining unit members. A change in a job description and/or job title shall not constitute a vacancy.
- B. 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.

5.5 Notice of Vacancy

- A. Notification of members shall precede notification to other persons or agencies by seven (7) calendar days. All notifications shall be by first class mail or internal distribution at Headquarters. Notifications shall contain a description of the position to be filled together with the qualifications required, the salary range, the location and

the Division of assignment, plus the name of the then current immediate supervisor.

- B. The vacant position shall be filled not later than twenty (20) days after the position becomes vacant unless there is a Board of Directors adopted moratorium on hiring in effect or if a member applicant is not available. Such vacancies shall be posted during a moratorium and vacancies shall be filled upon the termination of the moratorium if qualified candidates are available.
- C. The work of the vacant position can be assigned to other members during periods of vacancy as limited above.

5.6 Filling of Vacancy

- A. In the filling of any vacancy, the Employer agrees that such vacancy shall be filled by the most qualified candidate as defined in the job description.
- B. In the filling of the vacancy due consideration shall be given to skills and general abilities as determined through the use of testing procedures, job evaluations, letters of recommendation and seniority in a like position.
- C. In filling a position by a promotion in which the member becomes a secretary to a manager, the original position shall be retained until he/she serves a 45-day period of probation.
- D. In the event that any vacancy is not filled from within the bargaining unit, 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, MESSA-PSA, MESSA-SSA and MEFS-SSA.
- E. Upon the filling of the vacant position, the Employer shall notify the member applicants in writing as to its decision with a copy provided to the USO/ASO President.

5.7 Involuntary Transfer

- A. Involuntary transfer may be made in case of emergency, to prevent undue disruption of the program or to better utilize the services and skills of a member. Conditions for involuntary transfer shall be stated in writing and may be appealed through the grievance procedure.
- B. When, upon involuntary transfer, it is mutually agreed by the Employer and the member that a change of residence is necessitated or desirable, the Employer shall pay all necessary moving charges, including packing and crating of household goods, but excluding real estate costs, and shall make available six (6) days of released time to the member for the purpose of seeking, securing and moving into a new residence. In addition, the Employer shall provide up to \$40.00 per

day for up to six (6) days for the member and his/her family, for purposes of seeking, securing and moving into a new residence. MEA, at their sole discretion, may provide any or all the above benefits to a member upon voluntary transfer.

5.8 Temporary Appointments

A. When filling a vacancy with a temporary appointment because of these reasons:

- 1) A member is on a leave of absence of one (1) year or less or
- 2) A member is on a special assignment for more than twenty (20) consecutive days or
- 3) A member is on leave due to disability for one (1) year or less or
- 4) An opening is created for a known duration of time or
- 5) There is a Board of Directors' adopted moratorium on hiring in effect

the Employer agrees to make such temporary appointments with the most senior qualified member from a lower classification who applies. The Employer agrees to notify the members that such a position exists.

B. Members may be temporarily appointed to another position or division to meet emergency needs where there is not a vacancy. The length of a temporary appointment to cover for another member's leave of absence shall not exceed the duration of that leave. Members may be temporarily appointed to another position or division to assist during the interim period for filling a vacancy up to 20 days. The Employer must review the proposed move with the member prior to implementation and, if the member requests it, must also review the proposed move with the USO/ASO President (or designee).

C. All related expenses, as identified in Article 20 shall be paid by the Employer.

D. Temporary appointments to fill a higher paid position for eight (8) hours duration or longer shall result in payment at the higher classification for the entire period of time. Members shall continue to receive their regular pay during all other appointments.

E. Temporary appointments shall be made by the Executive Director if crossing division lines and by the Division Associate Executive Director if within the division.

F. Consideration shall be given to qualifications to do the needed work and to the length of time elapsed since any previous appointment as well as length of that appointment including the workload of the temporary appointee in deciding who is to be affected.

ARTICLE 6 - COMPENSATION

6.1 Basic Compensation Rates

The salaries of members covered by this Agreement are set forth in Appendix A, effective September 1, 1983, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

6.2 Pay Advancement

The rates of pay shown in the salary schedule (Appendix A) are based on full time employment in the specified positions. Members shall advance one (1) step on their anniversary date each year.

6.3 Overtime

A. Overtime worked in excess of forty (40) hours in any one week shall be compensated at one and one-half (1 1/2) times the member's hourly rate. When the office has been declared officially closed, when a holiday falls during the work week, or when paid sick leave, vacation, bereavement leave, or personal leave are taken, those hours absent shall be counted as hours worked when computing overtime. If any members is requested to work on a holiday, he/she shall be paid his/her regular hourly rate plus two (2) times their regular hourly rate. Any member requested to work on a Sunday or a break shall be paid their regular hourly rate, plus one and one-half (1 1/2) times their regular hourly rate. Compensatory time must be used within thirty (30) calendar days after the date earned.

B. All overtime shall be approved by the management supervisor.

C. The Employer may require overtime provided at least four (4) hours advance notification is given to the member(s). If the employer fails to provide the member(s) four (4) hours advance notification, said overtime shall be at the member(s) discretion. The member(s) may select either overtime pay or compensatory time. During the membership re-enrollment period (October 1 - December 15) Membership Processors shall be reimbursed through the use of overtime pay only.

D. Overtime reimbursed through the use of compensatory time may be offered to a member by the management supervisor with the member's option to refuse said overtime.

6.4 Wage Placement and Reclassification of Salary Range

A. New members shall be placed on the first step of their respective classification. New members coming into the unit from a local option unit shall receive experience credit for all local option service.

B. A member transferring to a higher classification shall be placed on a step in the new range which is approximately five (5) percent higher than the current step or on the first step of the new range, whichever is higher.

- C. A member affected by reclassification shall retain experience credit on the salary schedule and shall remain on the same step when moved to the new classification. Members shall not be escalated in years of service other than by earned years of service within the reclassified salary range.

ARTICLE 7 - WORK SCHEDULE

7.1 Work Schedule

- A. The normal work schedule shall be eight (8) hours per day, five (5) days per week Monday through Friday, forty (40) hours per week, fifty-two (52) weeks per year. The normal work day shall be determined jointly by the management supervisor and member, subject to the following limitations:

- 1) The normal work day so established will begin not earlier than 7:00 a.m. and end not later than 5:30 p.m.
- 2) With the exception of the lunch period and relief time, all members will be on duty between the hours of 8:30 a.m. and 4:00 p.m.

The Employer will not deny any reasonable request for a work schedule other than 8:00 a.m. to 5:00 p.m. as long as minimum required coverage can be maintained.

- B. All members shall be entitled to a duty free uninterrupted lunch period of one hour, as well as fifteen (15) minutes relief time in mid-morning and in mid-afternoon.
- C. The Employer shall not schedule meetings or conferences on Sundays or holidays which require the attendance of members.
- D. Time records for all members shall be kept on printed time sheets. Each member shall be required to submit a completed time sheet to his/her immediate supervisor for signature on the last Friday of each bi-weekly pay period. No member shall be required to punch a time clock.

ARTICLE 8 - SENIORITY

8.1 Seniority

- A. Seniority, for all purposes under this Agreement, shall be defined as the length of continuous service in the bargaining unit from the first date of work within the bargaining unit. If two or more members have the same seniority, the relative order of seniority among them for the purposes of this Agreement shall be determined by a drawing of lots. The parties agree that the implementation of this section will not alter the respective placement of current members in the bargaining unit on the USO/ASO-MEA official seniority list in existence as of the effective date of this Agreement.

- B. The seniority for all members shall be shown on the USO/ASO-MEA Official Seniority List, dated September 1 of each year. Said list is to be posted on the MEA Office of Human Resources bulletin board and updated monthly with a copy of any changes to the USO/ASO President.
- C. Effective September 1, 1983, current bargaining unit members who maintain continuous employment shall be provided full seniority credit for full-time service performed as a support staff member with the MEA and/or MEA local option units.
- D. Effective September 1, 1983, clerical 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 D.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.

8.2 New Member's Seniority

The seniority of new members shall be established after ninety (90) days of continuous employment and shall be calculated as of the original date of work.

8.3 Termination of Seniority

- A. Seniority is terminated by any one of the following events:
 - 1) When a member is discharged for just cause;
 - 2) When a member resigns;
 - 3) When, after a layoff and after proper notification by certified mail, return receipt requested, to addressee only, to the member's home, and the member fails within thirty (30) days from mailing date of notice to report to work or to give a satisfactory reason for such delay. A copy of said notice to return to work shall be immediately delivered to the USO/ASO President.
- B. Members on unpaid leaves of absence shall not accrue seniority during the leave, but shall have seniority frozen at the level at the time of the leave.
- C. Time spent in positions with the Employer outside of the USO/ASO bargaining unit shall not be counted in determining seniority. Said time shall be counted, however, in determining the member's anniversary date for purposes of accruing benefits.

ARTICLE 9 - JOB DESCRIPTIONS AND RECLASSIFICATION

9.1 Job Descriptions

Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. Job descriptions shall minimally include qualifications for appointment, types of services to be performed and a listing of basic performance expectations. Job descriptions and/or titles shall be changed only after consultation with the USO/ASO.

9.2 Reclassification

- A. In those cases where the Employer establishes new bargaining unit positions or where current jobs undergo a substantial change in responsibilities, the member(s) involved or the USO/ASO may contest the rate of pay, hours and conditions of employment. A meeting with the Employer shall be requested in an effort to reach agreement. In the event the parties fail to reach agreement, the dispute may be processed through the grievance procedure.
- B. Any reclassified member shall receive a copy of the conditions of employment and an updated job description on the initial date of reclassification with a copy given to the USO/ASO President.

ARTICLE 10 - LAYOFF AND RECALL

10.1 Procedures

At least thirty (30) days prior to any layoff affecting members, the MEA Executive Director shall meet with the USO/ASO President to review the plans, to discuss procedures, and to provide USO/ASO an opportunity to suggest alternatives.

- A. All temporary and probationary employees identified in Article I, shall be immediately laid off.
- B. A member with the lowest seniority shall be laid off first provided that the more senior member can satisfactorily perform the bargaining unit work of the laid-off member.
- C. The Employer shall notify the member(s) and the USO/ASO President twenty (20) days in advance of any proposed layoff specifying the number of members, the positions, the member(s) (name(s) and the reason(s) for the proposed action. The USO/ASO President may then request from members any members volunteering to be laid off in lieu of those previously listed. Members volunteering for lay-off may be allowed to replace those previously listed on the basis of seniority, if possible, based on the reason for lay-off.
- D. Disasters which cause lay-off shall be exempted from prior notification.
- E. When vacancies occur in the bargaining unit, laid off members shall be recalled by seniority with the most senior being the first to return, provided they can satisfactorily perform the work in question. All

members shall be recalled before any temporary employees as defined in Article 1 are recalled or hired unless not qualified to fill the position available after implementation of Section 10.1.I.

- F. When seniority considerations require transfer of remaining personnel to fill remaining positions, seniority shall prevail as long as qualifications for the position are met. When reduction in classification and pay results, the least senior of the remaining qualified members shall be moved. When increase in classification and pay results, the most senior of the remaining qualified members shall be moved.
- G. Recall shall be to the original position whenever possible. If the member was bumped due to an earlier layoff, this clause provides for a reversal of that earlier action. Recall and re-transfer decisions shall be made in consultation with the USO/ASO President as positions become available.
- H. A laid-off member may refuse to accept recall to a position more than twenty (20) miles from the location of the original position, in which case he/she remains on lay-off and subject to recall based upon seniority. When all other laid-off members have been recalled or otherwise removed from the recall list, and after one more position is offered to this member (in the proper classification and for which qualified) and upon refusal of this position based on the twenty (20) mile limitation, the Employer shall pay a twenty (20) day severance check to that member and he/she shall be removed from the recall list and the employment officially terminated. The member may choose to remain on the recall list, in which event he/she forfeits the right to the twenty (20) day severance check.
- I. The Employer shall aid laid-off members to become employable within MEA or elsewhere by offering MEA sponsored training programs as appropriate. The USO/ASO President shall be consulted in the process of determining what programs would be appropriate.
- J. In case of staff reduction, majority/minority ratios and male/female ratios (in typically female or typically male positions) shall be retained at a level not lower than that which existed at the onset of staff reduction.
- K. The Employer shall hold the USO/ASO harmless in litigation matters pertaining to internal implementation of the Affirmative Action Policy. The Employer shall be responsible for the selection of the attorney, for attorney fees, court costs and related legal expenses.

10.2 Elimination of Position

- A. In the event the Employer makes changes in its organization and/or structure which eliminates any bargaining unit position, the Employer shall inform the President of the USO/ASO twenty (20) days prior to implementation. Members affected by such changes shall be laid off in accordance with the other provisions of Article 10 except as modified herein.

- B. If a position is eliminated or relocated in a UniServ field office, the least senior member in the office with the job title will be displaced and allowed the following:
- 1) Move to the new location to which his/her position was relocated;
 - 2) Claim the position occupied by the least senior member having equal or lower classification in any other office location in UniServ;
 - 3) Claim the position occupied by a person of lower seniority in a lower classification within their original office location;
 - 4) If none of the other choices is possible due to seniority or qualification considerations in UniServ, the member may exercise his/her seniority under provisions of Section 10.2 (C) 3.
- C. If a position is eliminated or relocated in Headquarters, the person displaced will be the least senior person with that job title in the department. That person will be allowed to in the following order:
- 1) Move to the new location to which his/her position was relocated;
 - 2) Exercise his/her seniority to claim the position occupied by the least senior member in that job title;
 - 3) Exercise his/her seniority to claim a position with an equal or lower classification in Headquarters for which qualified;
 - 4) If neither procedure number (1), (2) or (3) is possible (in that order), the member may exercise his/her seniority under provisions of Section 10.2 (B) 2.
- D. If difficulties arise relative to the implementation of section A, B, or C, the President of the USO/ASO, the Director of Human Resources and the member whose position is being eliminated shall meet to discuss alternatives and attempt to arrive at a mutually agreeable decision. It is understood that one of the alternatives available to the Director of Human Resources in this consideration is possible bumping to a position in a higher pay range. This final decision is made by the Director of Human Resources and is subject to the grievance procedure.
- E. The member transferred to a lower classification due to position elimination or relocation shall be frozen at the current rate of pay until the new salary schedule equals or surpasses that rate. The Employer reserves the right to transfer the member back to the original classification if a vacancy occurs at the original location.
- F. The member shall make known his/her decisions pursuant to Section 10.2 within ten (10) days of written notification by the Employer.
- G. When it is mutually agreed upon that a change of residency is necessitated due to relocation, Article 5.7, Section B shall apply.

10.3 Termination Notice

Any non-probationary member whose services are to be terminated by the Employer under this Article shall be notified in writing by the Office of Human Resources at least twenty (20) days in advance of the termination date.

ARTICLE 11 - RESIGNATIONS

11.1 Advance Notice

The resignation of any member shall be submitted in writing to the Office of Human Resources, with a copy to the immediate supervisor, at least ten (10) days prior to the effective date of the resignation. Failure to give at least the ten (10) days notice shall result in the deduction of one (1) day of accumulated annual vacation leave (per Section 11.2 of this Article) for each day of notice less than ten (10) days.

11.2 Returned Benefits

- A. At the member(s) option, accumulated annual vacation leave time and remaining personal leave time may be utilized by addition of such time to the last work day, extending the termination date and the last payroll date.
- B. The member may make application through the Staff Benefits Office for the return of applicable retirement fund contributions and interest.

11.3 Termination Date

The termination date shall be the last day for which payment of wages and any returned benefits is made.

ARTICLE 12 - DISCIPLINE

12.1 Just Cause and Due Process

- A. Discharge, demotion, suspension, or any other disciplinary action applied to a non-probationary member shall be made only for reasonable and just cause and shall offer full due process. Any such action shall be in accordance with the policies and provisions of this Agreement.
- B. No member shall be subjected to formal counseling, reprimand, suspension and/or discharge in the presence of others. Such meeting shall be held in private with only those individuals directly involved in attendance.
- C. All of the facts pertaining to the disciplinary action will be made available to the member. The USO/ASO President will be immediately notified in writing of the reason(s) whenever a member is subjected to formal corrective and/or disciplinary action. No corrective and/or

disciplinary meeting shall be held without the Employer first informing the member of his/her right to have an USO/ASO Representative present.

- D. In the event the discipline, discharge, suspension or demotion of a non-probationary member is found to be without reasonable and just cause or without full due process, the arbitrator may order reinstatement and payment of lost wages.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 Grievance Defined

- A. Any claim by the USO/ASO or a member that there has been a violation, misinterpretation or misapplication of the terms of the Agreement shall be a grievance and shall be resolved through the procedure set forth herein. The aggrieved is a member who feels troubled or distressed, shows grief, injury or offense, and who files a grievance.
- B. Nothing contained herein shall be construed to prevent any member from presenting a grievance at the informal level and having the grievance adjusted at the informal level without intervention of the USO/ASO, if the adjustment is not inconsistent with the terms of this Agreement and provided that the USO/ASO has been given opportunity to be present at such adjustment.

13.2 Time Limits

Time limits shall be measured by regular working days of the Employer. Time limits at any step may be extended only with the written consent of the Employer and the USO/ASO.

13.3 USO/ASO Representative

An USO/ASO representative is any person so designated by the USO/ASO.

13.4 Powers of Arbitrator

The arbitrator shall have no power to alter, amend, add to, or subtract from the terms of this Agreement. Neither party shall be permitted to submit in the arbitration proceedings any evidence not previously disclosed to the other party. If any non-probationary member is found to be improperly deprived of any compensation, the arbitrator may award such reimbursement.

13.5 Informal

Nothing in this procedure shall be construed to prevent the member and the immediate supervisor from attempting to resolve the problem. Any resolution shall be consistent with the terms of this Agreement.

13.6 Formal - Step One

Whenever a member or USO/ASO has a grievance, the aggrieved shall present the grievance in writing to the appropriate management supervisor within

thirty (30) days following the date the aggrieved became aware of or should have become aware of the alleged occurrence. Within ten (10) days after receipt of such a presentation, the appropriate management supervisor may hold a meeting with the aggrieved member(s). This meeting shall be attended by an USO/ASO representative. Within ten (10) days after the conclusion of the Step One meeting, the appropriate management supervisor shall submit written answers to the aggrieved member(s) and the USO/ASO.

13.7 Step Two

If the grievance shall not have been settled at Step One, the grievant(s) may present the grievance in writing to the Director of Human Resources with a copy to the Division Associate Executive Director. That presentation shall be made within ten (10) days after receipt of the supervisor's answer at Step One. Within ten (10) days after receipt of such grievance, the Director of Human Resources, or designee, shall hold a meeting which may be attended by the grievant(s), the USO/ASO representative, and the immediate supervisor. Within ten (10) days after the conclusion of such meeting, the Director of Human Resources, or designee, shall submit a written answer to the USO/ASO with a copy to the grievant.

13.8 Step Three

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

Witnesses deemed necessary by the USO/ASO and/or the appropriate manager who are MEA employees outside the USO/ASO, shall be made available by the Employer as witnesses. Expenses for witnesses shall be paid by the party requesting said witness.

13.9 Association Grievances

Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal Step Two of the grievance procedure.

ARTICLE 14 - IMPLEMENTATION OF AGREEMENT

14.1 Inconsistent Terms

This Agreement shall supersede any rules, regulations, practices, or policies of the Employer 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 Employer.

14.2 Maintenance of Standards

Unless modified by this Agreement, conditions of employment shall be maintained at no less than the highest minimum standards in effect at the time

this Agreement is signed. Such conditions shall be improved for the benefit of members as required by the express provisions of this Agreement.

14.3 Savings Clause

If any provision of this Agreement or any application of the Agreement to any member or members is found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, and the parties shall agree to meet and reach acceptable language to meet the legal requirements as directed by the court interpretation. All other provisions or applications shall continue in full force and effect.

14.4 Secondary Contract

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

14.5 Copy Distribution

Copies of this Agreement and additions thereto shall be printed at the expense of the Employer and presented to all members now employed and hereafter employed. There shall be two signed copies of any final agreement, one copy shall be retained by the Employer and one by the USO/ASO.

14.6 Re-negotiation Procedure

- A. Prior to March first of the final year of this Agreement, USO/ASO shall initiate bargaining by delivering a letter to the Director of Human Resources announcing their intentions to negotiate a successor agreement. The first bargaining date shall be established by mutual agreement.
- B. By mutual consent of the Employer and the USO/ASO, items may be introduced for negotiation any time during the effective dates of the ratified Master Agreement.
- C. This Agreement shall not be modified in whole or in part except by a written document duly executed by the Employer and the USO/ASO.

14.7 Agreement Evaluation

The USO/ASO President and the Executive Director or designee shall meet bi-monthly to evaluate the application and effectiveness of this Agreement and any other items of mutual concern. Special meetings may be called upon the mutual consent of the MEA and the USO/ASO.

ARTICLE 15 - SUBCONTRACTING

15.1 Subcontracting

- A. For the purpose of preserving work and job opportunities for the members covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted, leased or conveyed in whole or in part to any other organization, person, or non-bargaining unit employee that would eliminate or reduce paid work hours for any member until such time as the Employer has advised the USO/ASO.
- B. Subcontracting decisions are subject to the grievance procedure. Any member found to have suffered financial loss may receive fair and equitable remuneration up to a maximum of six (6) months pay.
- C. Work being performed by members of the bargaining unit shall not be performed by supervisory staff so as to cause a reduction in numbers of members or cause the elimination of bargaining unit positions.
- D. Temporary employment personnel are those people employed on an hourly wage basis to help during peak load periods. These employees shall not be employed for a period to exceed ninety (90) consecutive days except that a temporary may be employed to fill in for a member on leave of absence if not filled by paragraph 5.8.A. Such employment shall not exceed the duration of the leave.

ARTICLE 16 - MEMBER EVALUATION

16.1 Written Evaluation

The parties agree that the timely and objective evaluation of the work performance of members is a valuable and necessary activity for both Employer and member. Its purpose is to aid the member in maintaining and improving job performance and provides a performance history in the official records. The performance of each member shall be evaluated, in writing, using the Performance Appraisal Guidelines and Procedures Form in Appendix B.

16.2 Schedule of Evaluations

Probationary members shall be evaluated on or before the expiration of their probationary period. Thereafter, each member shall be evaluated at least once each year during the month of February. In the event of failure to meet these deadlines, the Director of Human Resources shall note in the member's personnel file that the member's work was satisfactory for the evaluation period. The member shall be allowed to include their Employee Discussion Worksheet in their file.

16.3 Personnel Record

- A. Members shall have access to their official personnel files, which are maintained in the Office of Human Resources, and may review all materials therein except letters of recommendation preceding their employment. Members shall receive copies of any materials placed in

their official personnel files and shall be afforded an opportunity to provide a written response for inclusion in the file.

- B. If a member disagrees with the facts as presented in a document being placed in the personnel file, the insertion of that document in the file is subject to the grievance procedure.
- C. Any materials regarding disciplinary action shall be retained in a member's personnel file for a maximum of two (2) years. The time limit shall not apply in those cases where the member is repeatedly disciplined for either the same problem or a series of problems.
- D. Beginning September 1, 1983, each file shall contain a record indicating who has reviewed it, date reviewed, and the reason for such review.

ARTICLE 17 - PAID LEAVES

17.1 Holidays and Breaks

- A. The following shall be considered holidays and breaks with pay:
 - 1) Labor Day
 - 2) Thanksgiving day and the day following
 - 3) Winter break beginning December 21, 1983, at the end of the scheduled workday and ending January 3, 1984, at the beginning of the scheduled workday.

Winter break beginning December 21, 1984, at the end of the scheduled workday and ending January 3, 1985, at the beginning of the scheduled workday.

Winter break beginning December 20, 1985, at the end of the scheduled workday and ending January 2, 1986, at the beginning of the scheduled workday.
 - 4) Martin Luther King, Jr's Birthday: January 16, 1984; January 21, 1985; January 20, 1986.
 - 5) Spring break: April 20, 1984; April 5, 1985; March 28, 1986.
 - 6) Memorial Day
 - 7) Independence Day
 - 8) Any other day established by an act of the Executive Director.
- B. If a holiday falls on Sunday, the holiday shall be observed on the following Monday; if a holiday falls on Saturday, the holiday shall be observed on the preceding Friday.

17.2 Vacation

- A. Each full time member shall be credited with annual vacation leave according to the following criteria:
- | | |
|--------------------------------|-------------------------------------|
| 0-2 years of employment | 4 hours per pay period - 13 days |
| 3-5 years of employment | 5 Hours per pay period - 16.25 days |
| 6-9 years of employment | 6 hours per pay period - 19.5 days |
| 10-14 years of employment | 7 Hours per pay period - 22.75 days |
| 15 years or more of employment | 8 Hours per pay period - 26 days |
- B. Eight (8) hours shall equal one (1) annual vacation leave day.
- C. Annual vacation leave accumulation shall be limited to a maximum of 240 hours (30 days).
- D. In case of illness or injury which requires hospitalization or home confinement under medical care while on annual vacation leave, the member may request and shall be granted change in status from annual vacation leave to sick leave.
- E. Vacation Requests
- 1) Annual vacation leave requests shall be submitted in writing to the immediate supervisor on the form provided by the Office of Human Resources.
 - 2) Because it is necessary to make plans for covering the workload of the vacationing member, all annual vacation leave requests of more than two (2) consecutive days duration shall require a ten (10) day advance notice on the form provided subject to the approval of the management supervisor. All annual vacation leave requests of two (2) consecutive days duration or less shall require the signature of the immediate supervisor only unless such approval would cause the office to be inadequately staffed in which case approval of the management supervisor would be necessary.
 - 3) Failure to return written rejection of annual vacation leave application shall automatically mean approval.
- F. Any requests for advance payment of pay due during annual vacation leave shall be made in writing in time to reach the payroll office by the Thursday prior to the payroll date the vacation pay is expected to be received.
- G. Time shall not be debited against annual vacation leave used for days during annual vacation leave when the office is officially closed.
- H. Minimum time debited for annual vacation leave shall be four (4) hours per day.
- I. Unless included in the conditions of employment, no annual vacation leave shall be granted during the first ninety (90) days of employment.

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

17.3 Sick Leave

- A. Each full time member shall be granted sick leave at the rate of five (5) hours per pay period, cumulative without limit.
- B. Any member working less than full time shall be credited with sick leave days on a pro-rated basis according to the number of hours worked, cumulative without limit.
- C. The Employer shall pay the difference between Workers' Compensation payments and the member's salary in all compensable cases arising from a proven injury that occurred as a result of employment with the Employer, for a period not to exceed six months. The Executive Director may extend the six month period. None of these days shall be charged against the member's personal leave, annual vacation leave or sick leave. The salary differential paid by the Employer shall not be offset by or coordinated with Worker's Compensation benefits.
- D. Sick leave shall be allowed for dental and medical appointments for a member and when it becomes necessary for a member to accompany his/her spouse and/or children to such appointments. Minimum time debited for such leave shall be fifteen (15) minutes.
- E. Sick leave shall be allowed for illness or injury to a member. Minimum time debited for such leave shall be four (4) hours unless excused by the immediate supervisor for whatever period of time which remains in the workday.
- F. In case of injury or illness to a member's immediate family (spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, and legal dependents), up to five (5) working days of accumulated sick leave shall be allowed per incident. Up to two (2) days shall be allowed for grandparents, spouse's grandparents. One (1) day may be requested for any other relatives. Upon request, up to three (3) additional days may be authorized for necessary travel.
- G. In cases of absence due to illness or injury, the member shall call a pre-designated number at least thirty (30) minutes prior to the starting time of their work day or as soon as possible thereafter if an emergency exists. The pre-designated number to be utilized shall be assigned to each member by the management supervisor.
- H. In cases of extended illness where accumulated sick leave has been depleted the member may elect to use vacation leave or personal leave without regard to the advance notice qualification if the illness has been of three (3) days or more. In the event these are expended and the member does not yet qualify for long term disability insurance benefits, the member shall be placed on leave of absence without pay.

- I. Building Closing - Time shall not be debited against sick leave used for days during sick leave period when the office is officially closed, for reasons other than the member's absence.
- J. Members with five (5) or more years of employment shall, upon severance, be paid fifty percent (50%) of unused sick leave, at the member's rate of pay, except for dismissal based on reasonable and just cause.

17.4 Personal Leave

A full time member shall be released from regular duties without loss of pay up to twenty-four (24) hours per contract year for personal business upon approval of the immediate supervisor. Minimum time debited for personal leave shall be one (1) hour. At the end of each contract year, all unused personal leave shall be credited to the member as annual vacation leave. New members shall have the twenty-four (24) hours personal leave time pro-rated based on the month in which he/she begins employment. This time shall be pro-rated at two (2) hours per month.

17.5 Bereavement Leave

Up to five (5) days shall be authorized in the event of a death in the member's family (spouse, mother, father, mother-in-law, father-in-law, brother, sister, children, and legal residents of the 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 may be requested for any other relatives. Upon request, up to three (3) additional days may be authorized for necessary travel.

17.6 Jury Duty

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

17.7 Court Subpoena

A member shall be excused with full salary when serving as a subpoenaed witness in court. Any compensation, other than expenses shall be returned to the Employer by the member.

17.8 National Guard or Reserves

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

ARTICLE 18 - UNPAID LEAVES

18.1 Voluntary Unpaid Leaves

- A. Following one (1) year of employment, a member may request and, upon recommendation of the Division Associate Executive Director and the approval of the Executive Director, be granted a leave without pay for a specified period of time. Extension of the leave may be granted if requested in writing thirty (30) days prior to the expiration of the leave.
- B. The definition of voluntary unpaid leave shall cover any areas not covered in 18.2 below. The Employer agrees to retain position and salary for the member who goes on voluntary unpaid leave for a period of up to six months provided that MEA is able to retain the position through the use of temporary help or temporary appointment.
- C. On a voluntary unpaid leave of more than six (6) months up to one year or an approved extension of up to two (2) years, no job rights shall be retained except that the member shall be assigned the first job opening which becomes available and for which the member is qualified at a classification which is equal to or lower than that which the member held at the outset of the leave. The member must be placed in a position with equal classification if one is available. A member placed in a lower classification shall be moved to the first available vacancy in the same classification held at the outset of the leave.

18.2 Involuntary Unpaid Leave

- A. Involuntary unpaid leaves are those leaves caused by sickness, illness or disability to the member. Involuntary unpaid leaves have no minimum employment requirement.
- B. The Employer agrees to retain position and salary for the member who goes on such unpaid leave for a period of up to a maximum of one (1) year, provided that the Employer is able to retain the position through the use of temporary help or temporary appointment. If a maternity leave is complicated by sickness, this section shall apply.
- C. Statements from the attending physician shall be provided the Employer to indicate the period of time needed for the leave and to indicate that the member is ready to resume his/her duties as defined in the job description.
- D. Up to a one (1) year extension may be granted subject to the written approval of the Executive Director. On such extension no job rights shall be retained except that the member shall be assigned to the first job opening which becomes available for which the member is qualified at a classification which is equal to or lower than that which the member held at the outset of the leave.

18.3 Return from Leave

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

18.4 Conditions

- A. Benefits provided under these policies shall not accrue to members on leave without pay. Accumulated benefits (including seniority) shall be frozen during leave without pay and shall be in full effect upon the member's return to work.
- B. The use of any leave provision herein shall not serve to terminate employment.
- C. Unless otherwise specified, conditions of leave including any adjustment in the anniversary date shall be mutually agreed upon, in writing, between the member and his/her Division Associate Executive Director prior to granting such leave. In cases where agreement is reached that the member is to be reinstated in his/her regular position, only mutually agreed upon temporary appointment or temporary help, shall be employed for the position and the member shall be reinstated in his/her position, with seniority and status which was in effect on the first day of leave.

If the member's position has been eliminated during his/her leave, he/she shall be granted a position of like nature and pay.

- D. Unless the date of return is specifically designated in the conditions of leave, the members shall notify the Employer as soon as the date of return to work is known. The member shall give the Employer at least ten (10) working days notice of intent to return to work.

18.5 Maternity Leave

- A. Maternity leave shall be granted upon written request by the member and supported by a statement by the member's physician. The member shall notify the Employer at the earliest opportunity. Leave may be for a maximum of one year from the start of the approved leave.
- B. The member may use sick leave for the period of disability as indicated by the attending physician of the member. The balance of time on leave shall be without pay.
- C. The Employer agrees to retain position and salary for the member who requests a leave of no more than six (6) months.
- D. A one year extension may be granted subject to the application in writing by the member and the approval of the Employer. On a maternity leave of more than six (6) months and up to one year or an approved extension of up to two (2) years, no job rights shall be retained except that the member shall be offered the first job opening which becomes available and for which the member is qualified at a classification which is equal to or lower than that which the member

held at the outset of the leave. The member must be placed in a position with equal classification if one is available. A member placed in a lower classification shall be moved to the first available vacancy in the same classification held at the outset of the leave.

18.6 Adoption, Child Care and Guardian Leaves

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

ARTICLE 19 - FRINGE BENEFITS

19.1 Health Insurance

Each member has the option of selecting one (1) of the following, to be fully paid by the Employer:

- A. MESSA Super-Med II - Full family coverage, including eligible dependents as defined by MESSA.
- B. MESSA Super-Med II - Full family plus MESSA Care and Medicare premiums for the spouse if over 65 and other dependents eligible for Medicare.
- C. MESSA Super-Med II - Individual member coverage, plus eighth (8th) day loss of income protection insurance which provides the maximum weekly benefit available based on the member's wage range.
- D. Members not electing health insurance coverage may, at their option, apply an amount equivalent of the MESSA Super-Med II single subscriber premium toward any of the MESSA or MEFSA options except deferred compensation.

19.2 Dental Health Care Insurance

- A. The Employer shall provide, without cost to the member, the MESSA/Delta Dental, Inc. Plan Auto Plus with Orthodontic Rider 0-8 and adult orthodontic rider for each member's entire family and any other eligible dependents as defined by MESSA. Internal and external coordination of benefits shall be included.

19.3 Group Life Insurance

The Employer shall provide, without cost to the member, MESSA Term Life Insurance protection in the amount of \$30,000 life insurance and an additional \$30,000 in accidental death or dismemberment benefits.

19.4 Vision Care Insurance

The Employer shall provide without cost to the member, MESSA Vision Care II including internal and external coordination of benefits for all members and their entire family and any other eligible dependents as defined by MESSA.

19.5 Travel Accident Insurance

Employee travel accident insurance shall be provided for members. The current limits are \$25,000 for loss of life and a maximum of \$2,000 for medical and hospitalization charges.

19.6 Long Term Disability Insurance

The Employer shall provide without cost to the member MESSA Plan II Long Term Disability Insurance as described below:

- A. Benefits shall begin after termination of the 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% of the 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 the MESSA Plan II;
 - 1) Maximum Benefit Amount: The maximum monthly benefit shall be \$1,500.00.
 - 2) "Rehab": If a disabled member can work part-time as rehabilitation, only 50% of his/her salary shall 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 member shall be covered immediately for medical conditions existing prior to the effective date of the coverage. Each 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 (6) months of return to work and, under "modified fill," a waiting period of only three (3) 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 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) Worker's Compensation: Disabilities which are compensable by Worker's Compensation shall not be excluded; Worker's Compensation benefits shall 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 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 member's benefits.
- 12) Cost of Living: As provided by the Plan Certificate, a 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 benefit.
- 13) Primary Social Security Benefits Offset Only: Only those Social Security benefits that the member is eligible to receive because of the member's disability or age shall be subtracted (offset) from the member's benefits provided in this LTD Plan.

19.7 Retirement

- A. The MEA-MESSA-MEFSA Staff Retirement Plan and Trust as amended and re-stated 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, 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. If 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 USO/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. This Article shall be made a part of the master labor agreement of each bargaining unit to which it applies.

- 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 not 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, the Employer will pay MESSA an amount of money, not to exceed \$2,000.00 per year, to be applied to provide the member with MESSA Super Med II health insurance or MESSA Limited Medicare Supplement Insurance. 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. This benefit will continue until the member reaches age 65.

For members age 65 or over who retire from the Employer, the Employer agrees to provide without cost to the member MESSA Limited Medicare Supplement Insurance. 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.

19.8 Continuing Education

- A. Members participating in adult education programs or earning high school level or college level credits shall receive reimbursement from the Employer for full tuition, cost of books and other required materials, upon submission to the USO/ASO Continuing Education Secretary, of written notice of course completion or of a passing grade of "C" or above.
- B. This education benefit shall equal no more than \$7,000.00 per contract year.
- C. Time may be taken from working hours for classes, without loss of pay, upon approval of the management supervisor.
- D. Members shall be eligible for registration costs, travel expenses, and full pay to attend seminars which are related to employment with MEA if given prior approval by the management supervisor and the Director of Human Resources.
- E. The USO/ASO Executive Committee, through the USO/ASO Continuing Education Secretary, shall facilitate distribution of the educational benefit and provide the necessary documentation to the Director of Human Resources for payment.
- F. A listing of participants of the continuing education benefit and the benefits received shall be made available, upon request to the Director of Human Resources, to the USO/ASO Continuing Education Secretary up to four (4) time per year.
- G. Reimbursement for training required of a member in an evaluation shall not be taken from these funds.

19.9 MEALS

The Employer shall provide, without cost to the member, Super MEALS 2 Prepaid Legal Service Plan, sponsored by Group Fifty. Each member shall designate use of this prepaid legal service for their entire family and any other eligible dependents as defined by MEALS. A list of participating attorneys shall be available by contacting Group Fifty.

ARTICLE 20 - TRAVEL EXPENSE

- 20.1 When a member is requested to travel away from his/her regular place of employment, he/she shall be reimbursed for expenses incurred as provided in the MEA Staff Expense Policy. Training expenses shall be reimbursed as provided in the Staff Expense Policy with the requirement that participants must receive special authorization prior to taking meals or rooms at alternate locations other than the training site. Such special authorization requests must be submitted in writing accompanied by adequate rationale. When such approval is granted, the Employer may stipulate special conditions such as different expenditure limits. If MEA has a "loaner" car available during the time a member is requested to leave the headquarters on MEA business, it shall be made available to that member.

ARTICLE 21 - STAFF DEVELOPMENT

21.1 Training

- A. It is agreed that training is necessary for the upgrading of skills and abilities of members and, therefore, such training assists in maintaining quality service to the Employer. Further, it is agreed that on-going training of members shall be a mutual goal.
- B. Training Days
 - 1) Training days which shall be developed by the Director of Human Resources with input from the Joint Staff Training Committee shall be made available to members annually. These sessions shall be geared to specialized areas for small groups of members or to job development needs for individual members.
 - 2) One (1) day shall be scheduled annually for training of members in each zone. Zone staff training shall be developed by the Zone Director with input from the bargaining unit area representatives.
 - 3) One (1) day shall be scheduled annually for training of members in Headquarters. Headquarters staff training shall be developed by the Division/Department manager with input from the respective bargaining unit area representatives.
- C. No overtime pay or compensatory time shall be granted. All members are expected to be in attendance for the entire time of the training. All expenses shall be paid according to the provisions of Article 20.

21.2 Orientation

Orientation for new and current members shall be implemented as outlined in the MEA Orientation Program and subsequent revisions. The Employer agrees that USO/ASO shall be afforded input into such revisions.

ARTICLE 22 - EMERGENCY BUILDING CLOSING

22.1 Procedures for Closing

- A. On any day that severe weather and hazardous driving conditions are such that it becomes dangerous for USO/ASO members to travel to the Headquarters building or any of the area offices, the Executive Director or designee shall announce office closings. The announcement shall be made on local radio stations at least 45 minutes prior to the building opening.
- B. When an office loses heat, water or electrical power for a period of time as to make it uninhabitable or should it be determined that such loss shall be for a significant period of time before necessary repairs can be made, the office shall be closed by the Executive Director or designee. In the field, in the absence of the UniServ Director(s), permission to close an office is to be sought from the Zone Director.

22.2 Compensation When Office is Closed

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

22.3 Compensation When Office is Open and Member is Unable to Report

If the office is open but the member is unable to report for work, the member may request pay for the day or the part of the day missed and in those cases the time shall be deducted from accumulated vacation or personal leave.

ARTICLE 23 - MISCELLANEOUS

23.1 Workers at MEA Sponsored Meetings

The parties recognize a need for work during meetings (such as the RA) by members, therefore they agree that:

- A. Sponsoring divisions and/or departments shall send members based upon the need for certain jobs and/or responsibilities of individuals.
- B. If more workers are needed they will be selected on a voluntary, rotating, seniority basis.
- C. If workers are needed for four (4) hours or less, a request for volunteers shall be made in the geographic area of the meeting.

23.2 Definitions

- A. "Day" refers to normal workday unless otherwise specified.
- B. "Member" refers to an USO/ASO bargaining unit member.
- C. "Employer" refers to the Michigan Education Association.
- D. "Demotion" shall mean to reduce compensation or to transfer to a position carrying a lower salary. Transfers necessitated by necessary reductions in staff or office closing do not constitute a demotion.
- E. "Formal counseling" refers to a meeting between a member and a manager supervisor at which alleged job performance problems are discussed.

ARTICLE 24 - CONTINUITY OF OPERATIONS

24.1 During the term of this Agreement neither the USO/ASO, its officers, agents or 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 25 - DURATION OF AGREEMENT

25.1 This Agreement shall be effective as of September 1, 1983, and shall continue in effect for three (3) years, expiring at the end of the 31st day of August 1986.

For Associate Staff Association/USO

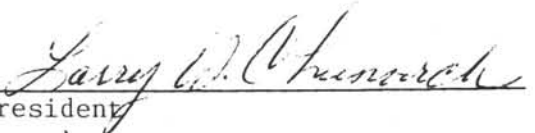


President, USO



Negotiations Chairperson

For Michigan Education Association



President



Negotiations Chairperson

Dated this 30th day of November, 1983.

APPENDIX A

1983-84 ASO SCHEDULE

RANGE	T I T L E	PROBATIONARY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
100		\$4.38	\$4.60	\$4.83	\$5.07	\$5.32	\$5.59	\$5.87
110		4.48	4.70	4.94	5.19	5.45	5.72	6.01
120		4.60	4.83	5.07	5.32	5.59	5.87	6.16
130		4.70	4.94	5.19	5.45	5.72	6.01	6.31
140		4.82	5.06	5.31	5.58	5.86	6.15	6.46
150		4.95	5.20	5.46	5.73	6.02	6.32	6.64
160		5.07	5.32	5.59	5.87	6.16	6.47	6.79
170		5.20	5.46	5.73	6.02	6.32	6.64	6.97
180	Production Clerk	5.31	5.58	5.86	6.15	6.46	6.78	7.12
190		5.45	5.72	6.01	6.31	6.63	6.96	7.31
200		5.59	5.87	6.16	6.47	6.79	7.13	7.49
210		5.73	6.02	6.32	6.64	6.97	7.32	7.69
220	Mail/Supply Room Clerk	5.86	6.15	6.46	6.78	7.12	7.48	7.85
230		6.01	6.31	6.63	6.96	7.31	7.68	8.06
240		6.16	6.47	6.79	7.13	7.49	7.86	8.25
250		6.32	6.64	6.97	7.32	7.69	8.07	8.47
260	File Specialist	6.45	6.77	7.11	7.47	7.84	8.23	8.64
	Switchboard Operator/Receptionist							
	Machine Operator							
270		6.60	6.93	7.28	7.64	8.02	8.42	8.84
280	Secretary I	6.77	7.11	7.47	7.84	8.23	8.64	9.07
	Membership Processor I							
	Bookkeeper I							
	Bindery Machine Operator							
	Zone Clerk							
290		6.94	7.29	7.65	8.03	8.43	8.85	9.29
300	Secretary II	7.13	7.49	7.86	8.25	8.66	9.09	9.54
	Word Processing/Production Clerk							
	Mailing List Specialist							
	Bookkeeper II							
	Membership Processor II							
	Secretary/Mag Typewriter Operator							
	Word Processing Unit Operator							
310		7.32	7.69	8.07	8.47	8.89	9.33	9.80
320	Mailroom Coordinator	7.50	7.88	8.27	8.68	9.11	9.57	10.05
	Offset Duplicator Operator							
	Membership Processing Coordinator							
	Bookkeeper III							
	Payroll Clerk							
	Technical Clerk							
330	Research Assistant/Secretary	7.68	8.06	8.46	8.88	9.32	9.79	10.28
340		7.85	8.24	8.65	9.08	9.53	10.01	10.51
350		8.04	8.44	8.86	9.30	9.77	10.26	10.77
360	Internal Operations Secretary	8.23	8.64	9.07	9.52	10.00	10.50	11.03
	Departmental Secretary							
	Head Bookkeeper							
	Zone Secretary							
370		8.44	8.86	9.30	9.77	10.26	10.77	11.31
380	Assistant Building Engineer	8.67	9.10	9.56	10.04	10.54	11.07	11.62
	Senior Offset Duplicator Operator							
	Editorial Assistant							
	Materials/Supplies Specialist							
	Graphics Artist							
390		8.88	9.32	9.79	10.28	10.79	11.33	11.90
400		9.12	9.58	10.06	10.56	11.09	11.64	12.22
410		9.35	9.82	10.31	10.83	11.37	11.94	12.54
420		9.54	10.02	10.52	11.05	11.60	12.18	12.79
430		9.80	10.29	10.80	11.34	11.91	12.51	13.14
440	Building Engineer	10.03	10.53	11.06	11.61	12.19	12.80	13.44
	Accountant							
450		10.28	10.79	11.33	11.90	12.50	13.13	13.79
460		10.53	11.06	11.61	12.19	12.80	13.44	14.11

1984-85 ASO SCHEDULE

<u>RANGE</u>	<u>T I T L E</u>	<u>PROBATIONARY</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
100		\$4.60	\$4.83	\$5.07	\$5.32	\$5.59	\$5.87	\$6.16
110		4.70	4.94	5.19	5.45	5.72	6.01	6.31
120		4.83	5.07	5.32	5.59	5.87	6.16	6.47
130		4.94	5.19	5.45	5.72	6.01	6.31	6.63
140		5.06	5.31	5.58	5.86	6.15	6.46	6.78
150		5.20	5.46	5.73	6.02	6.32	6.64	6.97
160		5.32	5.59	5.87	6.16	6.47	6.79	7.13
170		5.46	5.73	6.02	6.32	6.64	6.97	7.32
180	Production Clerk	5.58	5.86	6.15	6.46	6.78	7.12	7.48
190		5.72	6.01	6.31	6.63	6.96	7.31	7.68
200		5.87	6.16	6.47	6.79	7.13	7.49	7.86
210		6.02	6.32	6.64	6.97	7.32	7.69	8.07
220	Mail/Supply Room Clerk	6.15	6.46	6.78	7.12	7.48	7.85	8.24
230		6.31	6.63	6.96	7.31	7.68	8.06	8.46
240		6.47	6.79	7.13	7.49	7.86	8.25	8.66
250		6.64	6.97	7.32	7.69	8.07	8.47	8.89
260	File Specialist Switchboard Operator/Receptionist Machine Operator	6.77	7.11	7.47	7.84	8.23	8.64	9.07
270		6.93	7.28	7.64	8.02	8.42	8.84	9.28
280	Secretary I Membership Processor I Bookkeeper I Bindery Machine Operator Zone Clerk	7.11	7.47	7.84	8.23	8.64	9.07	9.52
290		7.29	7.65	8.03	8.43	8.85	9.29	9.75
300	Secretary II Word Processing/Production Clerk Mailing List Specialist Bookkeeper II Membership Processor II Secretary/Mag Typewriter Operator Word Processing Unit Operator	7.49	7.86	8.25	8.66	9.09	9.54	10.02
310		7.69	8.07	8.47	8.89	9.33	9.80	10.29
320	Mailroom Coordinator Offset Duplicator Operator Membership Processing Coordinator Bookkeeper III Payroll Clerk Technical Clerk	7.88	8.27	8.68	9.11	9.57	10.05	10.55
330	Research Assistant/Secretary	8.06	8.46	8.88	9.32	9.79	10.28	10.79
340		8.24	8.65	9.08	9.53	10.01	10.51	11.04
350		8.44	8.86	9.30	9.77	10.26	10.77	11.31
360	Internal Operations Secretary Departmental Secretary Head Bookkeeper Zone Secretary	8.64	9.07	9.52	10.00	10.50	11.03	11.58
370		8.86	9.30	9.77	10.26	10.77	11.31	11.88
380	Assistant Building Engineer Senior Offset Duplicator Operator Editorial Assistant Materials/Supplies Specialist Graphics Artist	9.10	9.56	10.04	10.54	11.07	11.62	12.20
390		9.32	9.79	10.28	10.79	11.33	11.90	12.50
400		9.58	10.06	10.56	11.09	11.64	12.22	12.83
410		9.82	10.31	10.83	11.37	11.94	12.54	13.17
420		10.02	10.52	11.05	11.60	12.18	12.79	13.43
430		10.29	10.80	11.34	11.91	12.51	13.14	13.80
440	Building Engineer Accountant	10.53	11.06	11.61	12.19	12.80	13.44	14.11
450		10.79	11.33	11.90	12.50	13.13	13.79	14.48
460		11.06	11.61	12.19	12.80	13.44	14.11	14.82

1985-86 ASO SCHEDULE

<u>RANGE</u>	<u>T I T L E</u>	<u>PROBATIONARY</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
100		\$4.83	\$5.07	\$5.32	\$5.59	\$5.87	\$6.16	\$6.47
110		4.94	5.19	5.45	5.72	6.01	6.31	6.63
120		5.07	5.32	5.59	5.87	6.16	6.47	6.79
130		5.19	5.45	5.72	6.01	6.31	6.63	6.96
140		5.31	5.58	5.86	6.15	6.46	6.78	7.12
150		5.46	5.73	6.02	6.32	6.64	6.97	7.32
160		5.59	5.87	6.16	6.47	6.79	7.13	7.49
170		5.73	6.02	6.32	6.64	6.97	7.32	7.69
180	Production Clerk	5.86	6.15	6.46	6.78	7.12	7.48	7.85
190		6.01	6.31	6.63	6.96	7.31	7.68	8.06
200		6.16	6.47	6.79	7.13	7.49	7.86	8.25
210		6.32	6.64	6.97	7.32	7.69	8.07	8.47
220	Mail/Supply Room Clerk	6.46	6.78	7.12	7.48	7.85	8.24	8.65
230		6.63	6.96	7.31	7.68	8.06	8.46	8.88
240		6.79	7.13	7.49	7.86	8.25	8.66	9.09
250		6.97	7.32	7.69	8.07	8.47	8.89	9.33
260	File Specialist Switchboard Operator/Receptionist Machine Operator	7.11	7.47	7.84	8.23	8.64	9.07	9.52
270		7.28	7.64	8.02	8.42	8.84	9.28	9.74
280	Secretary I Membership Processor I Bookkeeper I Bindery Machine Operator Zone Clerk	7.47	7.84	8.23	8.64	9.07	9.52	10.00
290		7.65	8.03	8.43	8.85	9.29	9.75	10.24
300	Secretary II Word Processing/Production Clerk Mailing List Specialist Bookkeeper II Membership Processor II Secretary/Mag Typewriter Operator Word Processing Unit Operator	7.86	8.25	8.66	9.09	9.54	10.02	10.52
310		8.07	8.47	8.89	9.33	9.80	10.29	10.80
320	Mailroom Coordinator Offset Duplicator Operator Membership Processing Coordinator Bookkeeper III Payroll Clerk Technical Clerk	8.27	8.68	9.11	9.57	10.05	10.55	11.08
330	Research Assistant/Secretary	8.46	8.88	9.32	9.79	10.28	10.79	11.33
340		8.65	9.08	9.53	10.01	10.51	11.04	11.59
350		8.86	9.30	9.77	10.26	10.77	11.31	11.88
360	Internal Operations Secretary Departmental Secretary Head Bookkeeper Zone Secretary	9.07	9.52	10.00	10.50	11.03	11.58	12.16
370		9.30	9.77	10.26	10.77	11.31	11.88	12.47
380	Assistant Building Engineer Senior Offset Duplicator Operator Editorial Assistant Materials/Supplies Specialist Graphics Artist	9.56	10.04	10.54	11.07	11.62	12.20	12.81
390		9.79	10.28	10.79	11.33	11.90	12.50	13.13
400		10.06	10.56	11.09	11.64	12.22	12.83	13.47
410		10.31	10.83	11.37	11.94	12.54	13.17	13.83
420		10.52	11.05	11.60	12.18	12.79	13.43	14.10
430		10.80	11.34	11.91	12.51	13.14	13.80	14.49
440	Building Engineer Accountant	11.06	11.61	12.19	12.80	13.44	14.11	14.82
450		11.33	11.90	12.50	13.13	13.79	14.48	15.20
460		11.61	12.19	12.80	13.44	14.11	14.82	15.56

APPENDIX B

BARGAINING UNIT MEMBER PERFORMANCE APPRAISAL GUIDELINES AND PROCEDURES

I. Purpose

The purpose of the member performance appraisal is to aid the member in maintaining and improving job performance.

II. Evaluator

- A. In order for the appraisal of members to be effective, it is necessary for the evaluator to be the staff member who is providing the daily workload to the member. The evaluator shall be the immediate supervisor.
- B. In the event a member's daily workload is given by more than one staff member, the Zone Director or Division Associate Executive Director shall notify the member in writing as to which staff member is to be designated as the evaluator. It is understood that other staff member(s) providing daily workload or supervision, shall have input into the evaluation.
- C. The name of the evaluator shall be provided to each member in writing upon hiring or as otherwise necessary.

III. Evaluation Schedule

- A. Probationary members shall be evaluated on or before forty-five (45) days of employment and again on or before expiration of the ninety (90) days probationary period.
- B. The annual evaluation shall be conducted during the month of February each year and completed appraisals shall be in the Office of Human Resources within two weeks after the completion of the interview.
- C. Interim evaluations may be conducted at any time upon the request of either the member or evaluator for the purpose of communicating and aiding the member in further maintaining or improving job performance. It is understood that an interim evaluation shall not be used to lengthen time lines outlined in Section 16.2. The member shall have not less than one month nor more than six months in which to meet the required goals and objectives stated in the interim evaluation. If the member meets the required goals and objectives of the interim evaluation, it shall be removed from the personnel file.
- D. Once an annual appraisal or an interim appraisal is completed, circumstances which were known to the evaluator prior to that time, and which are not covered in that appraisal, shall not be included in any later annual appraisal or interim appraisal.

VI. An appeal procedure of the appraisal shall be available to all members through the Associate Executive Director for that member's Division.

V. Forms for Evaluation

By January 31st of each year, each member shall receive appropriate forms through the evaluator.

A. Employee Discussion Worksheet (Form I)

1. This worksheet shall be used by the member for a discussion with his/her evaluator. These questions are intended to help the member think objectively about the job. The discussion should not be limited to the questions listed. It is not necessary to cover an item if it seems inappropriate.
2. The completed worksheet shall be retained for the member's personal use only, or is so chosen, returned to the evaluator a few days prior to the discussion.
3. A sincere constructive discussion between the member and the evaluator should be of value to everyone. Consideration should be given to provide privacy and to insure adequate uninterrupted time to conduct an effective performance appraisal.

B. Performance Appraisal of Members (Form II)

1. Job Description Areas

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

3. Comments

Some items to be considered are: Quantity of work, public relations, knowledge of the organization, work coordination abilities, etc. If there is a need to make any other comments not covered by the above; such as, attendance and punctuality

FORM 1 - EMPLOYEE DISCUSSION WORKSHEET

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

If you so choose, a copy of your completed worksheet may be returned to your evaluator a few days prior to the discussion.

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

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

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

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

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

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

Explain: _____

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

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

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

8. What additional items would you like to discuss?

Completed by: _____ Date: _____

FORM II - PERFORMANCE APPRAISAL OF ASO MEMBERS

EMPLOYEE: _____ DATE: _____

PRESENT POSITION HELD: _____

LENGTH OF TIME IN PRESENT POSITION: _____

LENGTH OF TIME EMPLOYED BY MEA: _____

1. Job Description Areas

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

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

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

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

II. Comments (To be used by the evaluator if there is a need to make any other comments not covered by above; such as, attendance or punctuality.)

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

*Signature - USO/ASO Member

Date

Signature - Evaluator

Date

Next Scheduled Review _____

THIS COMPLETED FORM IS TO BE FORWARDED TO THE OFFICE OF HUMAN RESOURCES WITHIN TWO WEEKS AFTER THE INTERVIEW FOR INCLUSION IN THE PERSONNEL FILE.

*SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT OR DISAGREEMENT.

APPENDIX C
GRIEVANCE FORM
MEA USO/ASO

Grievance Number _____

Distribution: USO/ASO President
Area Representative
Supervisor
Human Resources
Division AED
Grievance Chair

Department _____ Assignment _____ Name of Grievant _____

STEP 1 - SUPERVISOR

A. Date Cause of Grievance Occurred _____

B. Contract Article(s) Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature _____ Date _____

E. Date Received by Supervisor _____
Signature _____ Date _____

F. Disposition by Supervisor _____

G. Date Response of Supervisor Received _____

H. Disposition of Grievant/Association _____

STEP 11 - DIRECTOR OF HUMAN RESOURCES

A. Date Received by Director of Human Resources _____

Signature _____

B. Hearing Date _____

Management Representatives _____

USO/ASO Representatives _____

C. Decision _____

Signature _____

Date _____

D. Disposition of Association _____

STEP 111 - BINDING ARBITRATION

A. Executive Committee Review Date _____

B. Executive Committee Decision _____

C. Date Grievant Notified _____

D. Date Submitted to Arbitration _____

Arbitrator _____

Hearing Date _____

E. Disposition and Award of Arbitrator _____

APPENDIX D

MEMORANDUM OF UNDERSTANDING
GUARANTEE OF POSITIONS

The Employer will guarantee the USO/ASO 106 bargaining unit positions for the time period between September 1, 1983 and September 1, 1986. In addition, prior to September 1, 1986 for each local option secretarial position which moves from local option status to state option status a corresponding position will be added to the number of USO/ASO positions guaranteed on September 1, 1983. However, at any time after August 31, 1985, if the number of full-time equivalent active members of MEA/MESPA declines by more than 5,000, the above guarantee of bargaining unit positions shall be null and void.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the Michigan Education Association and the MEA Associate Staff Organization concerning conditions of employment of the MEA President's Secretary and the filling of a related vacancy is effective from September 1, 1983 through August 31, 1985.

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

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

1. The term of appointment is temporary, from September 1, 1983 through August 31, 1985, at which time the USO/ASO member would return to an equivalent position and at the location held at the time of this appointment. Section 10.2 of the USO/ASO Contract shall be implemented at the time of the return to the USO/ASO position in the event the original position has been eliminated.
2. Pay is based on current level plus \$3,000 per year, adjusted on the member's anniversary date.
3. This secretary will be on leave of absence from the Associate Staff Organization during the period of service as secretary to the MEA President and will return to USO/ASO membership at the end of this term. However, all fringe benefits provided to USO/ASO members will remain in force for this secretary. No moving expenses are to be provided.
4. The temporary vacancy left by appointment as secretary to the President will be filled according to Article V.
5. The replacement employee will be placed on the appropriate USO/ASO wage schedule and will receive all benefits provided in the MEA/USO-ASO Contract applicable to the position and will be a member of the USO/ASO as provided in Section 2.2 of the Contract, during this period of employment.
6. A copy of each set of Conditions of Temporary Assignment shall be placed on file, indicating acceptance of the employees affected that they understand these conditions of temporary employment.

Larry M. Cheneveth
for the MEA

Sept 4, 1983 Date

Gary Ozanic
for the USO/ASO

Nov 8, 1983 Date

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