

**2017 – 2018**

# **MASTER AGREEMENT**

***BETWEEN THE***

**“EMPLOYER”**

**MICHIGAN EDUCATION SPECIAL  
SERVICES ASSOCIATION (*MESSA*)**

***AND THE***

**UNITED STAFF ORGANIZATION  
(USO)**

***REPRESENTING THE SERVICES STAFF  
ASSOCIATION (SSA)***

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## **PREAMBLE**

This Agreement is entered into by and between the Michigan Education Association (MEA) and the Michigan Education Special Services Association (MESSA), hereinafter referred to as the "Employer," and the United Staff Organization/National Staff Organization, hereinafter referred to as the "Association" or "USO."

Incorporated into this Agreement and attached hereto are letters of agreement and appendices according to the terms of those documents.



## **ARTICLE 1 - RECOGNITION**

### **1.1 Bargaining Unit Defined**

The Employer hereby recognizes the Association as the exclusive bargaining representative for all full-time employees in the bargaining unit positions set forth in Appendix A – Duty/Job Classification.

All executive personnel, managers, supervisors, professional staff, confidential employees, interns, co-op student employees, temporary employees and guards as defined by the National Labor Relations Act shall be excluded from the bargaining unit.

Exclusive representation of the defined bargaining unit shall include all employees assigned to newly created Duty Classifications unless such Duty Classification is supervisory, administrative or confidential within the meaning of the National Labor Relations Act.

### **1.2 Exclusive Rights**

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

### **1.3 Definitions**

As used in this Agreement, the following definitions shall apply unless specified otherwise:

- A. "Working days" means Monday through Friday exclusive of holidays and break days as defined in Article 17 and days when the building is closed because of emergency as defined in Article 22.
- B. "Member" means an employee of the Employer working in a position contained in the bargaining unit as defined in the Recognition Article of this Agreement.
- C. The "Employer" means the Michigan Education Special Services Association.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

The Employer has and retains the exclusive right to take any and all action as it may deem proper with respect to the management of its business and the direction of its affairs and working forces; to establish and maintain reasonable employee-related administrative policies, rules and regulations and require employees to conform to such reasonable employee-related administrative policies, rules and regulations; and all other rights subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

The Employer shall notify the USO prior to the posting of any new employee-related administrative policies, rules and regulations, or modification of existing employee-related administrative policies, rules and regulations. Following such notification to the USO, and ten (10) working days prior to implementation, the Employer shall post in electronic newsletters and place on the MESSAInsider the new or revised employee-related administrative policies, rules and regulations.

### **ARTICLE 3 - ASSOCIATION RIGHTS**

#### **3.1 Rights to Concerted Activities**

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

#### **3.2 Assistance**

The Employer specifically recognizes the right of these bargaining unit members to invoke the assistance of the National Labor Relations Board, the Michigan Employment Relations Commission, a mediator from such public agency or an arbitrator appointed pursuant to the provisions of this Agreement. The Employer and the Association agree to be bound by any lawful order or award thereof.

#### **3.3 Affirmative Action**

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

#### **3.4 Nondiscrimination**

The Employer shall apply the provisions of this Agreement without regard to race, creed, color, religion, sexual preference, national origin, age, sex, marital status, physical characteristics or place of residence. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer unless such private or personal life interferes with or prohibits the bargaining unit member's performance of her/his assigned duties and responsibilities. The MEA/MESSA/MEA-

Financial Services Employee Discrimination and Harassment Policy and Complaint Procedure is hereto attached as Appendix I.

### **3.5 Request for Information**

The Employer shall, upon reasonable request, furnish the USO, as soon as possible but not later than thirty (30) working days, any non-confidential information concerning the financial resources of the Employer and other non-confidential information as will assist the USO in developing intelligent, accurate, informed and constructive programs on behalf of its members, together with relevant and necessary information for the Association to process any grievance or complaint, provided that the USO shall have access to bargaining unit members' personnel files with their written permission.

### **3.6 New Employee Orientation**

During the bargaining unit member's first week of employment, the Employer shall give all new bargaining unit members copies of the SSA/USO Master Agreement, the job description for the position held, the conditions of initial employment, and other documents as may be deemed necessary. The President of the USO shall receive a copy of the conditions of initial employment and change in employee status forms within ten (10) working days thereafter. The Employer shall provide an orientation for new bargaining unit members as soon as possible. The Employer agrees to afford the USO input into revisions of the orientation program.

### **3.7 Use of Facilities and Equipment**

The USO shall have access to the use of the Employer's facilities and equipment during normal business hours when such facilities and equipment are not otherwise in use, and the bargaining unit member is on his/her own time or union release time. During non-business hours, the USO shall have access to the 1216 Kendale Boulevard Building, lower level of the 1350 Building, and lower level of the 1475 Building using the room reservation process. The Association shall pay the cost of all materials, supplies and labor, including any special custodial services required, incident to such use of facilities and equipment. The Association agrees that such usage shall be regularly reported and that it shall submit payment for such usage at least quarterly. The Employer shall make bulletin board space available to the Association. The Employer shall make electronic mail available to the USO in the USO's office. During their incumbency, each USO affiliate president, grievance chair and bargaining chair who has a computer, will be provided access to electronic mail.

### **3.8 Copy Distribution**

The Employer agrees to provide each current bargaining unit member and all future bargaining unit members with a copy of this Agreement and additions thereto at no cost to the bargaining unit member or the Association. The Association shall be provided with two hundred (200) copies at no cost to the Association. Each bargaining unit member shall be provided with a copy of a newly ratified Agreement within thirty (30) working days of the

date the Association provides the Human Resources Department with the final proofread copy of the Agreement.

### **3.9 Dues, Fees, Payroll Deductions and Dues Check Off**

- A. The Employer agrees that, as a condition of continued employment, a bargaining unit member shall become an Association member or elect fee payer status not later than thirty-one (31) calendar days after initial employment.
- B. Membership dues or an amount equal to membership dues, fees, and all assessments of the Association uniformly required shall be deducted from the wages of each bargaining unit member beginning with the first pay period following the completion of the first thirty (30) calendar days of employment, upon receipt by the Employer of a valid, signed authorization card on a form provided by the Employer. The Employer shall advise the USO President of the names of all new bargaining unit members, their Employer, and whether the new bargaining unit member has signed said authorization card. The Employer shall advise all prospective bargaining unit members of this provision during their initial interview. The Employer shall remit the money deducted to the Association not less frequently than monthly and shall notify the Association within ten (10) working days when any employee leaves the bargaining unit.
- C. If a bargaining unit member does not become an Association member or authorize payment of an amount equal to membership dues within thirty-one (31) working days of employment, the Employer shall terminate the bargaining unit member after the following has occurred:
  - 1. The Association has informed the bargaining unit member in writing that failure to pay such dues, fees and assessments will result in the Association requesting and the Employer complying with termination of employment.
  - 2. The Association has informed the Employer in writing that the bargaining unit member has failed to pay such dues, fees, and assessments. Such termination shall occur within thirty (30) calendar days of this termination request unless agreement has been reached between the Association and the bargaining unit member.
- D. Payroll Deduction

The Employer shall also allow payroll deduction upon written authorization from the bargaining unit member for deferred compensation, Capital Area School Employees Credit Union, savings bonds, insurance, United Way, MEA and NEA dues, or any other plans or programs jointly approved by the Association and the Employers involved in such plan or program, if such program is offered by the carrier.

E. Payroll Deposit

The Employer shall provide at no cost to the bargaining unit members direct deposit of paychecks through the payroll system (in whole or in part) to the employer's bank or Capital Area School Employees Credit Union plus, through Automated Clearing House (ACH), to any two (2) participating financial institutions designated by the bargaining unit member.

No more than six (6) amendments may be made to a bargaining unit member's designation of deposit in any contract year (January 1 – December 31).

Bargaining unit members recognize that from time to time the transfer of funds may not be completed until Thursday of any pay week.

**3.10 Association Release Time**

- A. The Employer shall provide an aggregate of fifteen hundred (1,500) hours annually of release time to the Association, its officers and members, for the purpose of conducting Association business. During a bargaining year, the negotiations committee shall be authorized an additional four hundred fifty (450) hours release time for bargaining preparation with automatic approval, provided a prior notification of twenty (20) working days is provided to the Employer.
- B. The bargaining unit members shall initiate utilization of Association release time by submitting a Release Time Form (see Appendix F) to the bargaining unit member's immediate supervisor or his/her designee for approval. The Employer shall provide the Association with a supply of Release Time Forms.
- C. Requests for use of Association release time submitted at least seventy-two (72) hours in advance shall be approved unless such absence substantially conflicts with critical programs of the Employer, the intent of the parties being to cooperate in the conduct of essential Association business. Requests submitted less than seventy-two (72) hours in advance shall be approved unless such absence conflicts with the staffing needs of the Employer.
- D. The Employer shall provide the Association President with a written report of release time usage on a quarterly basis.
- E. Association delegates to the NSO Representative Assembly shall be released upon thirty (30) working days prior notification to the Employer by the Association for the purpose of attending the annual NSO Representative Assembly, and said release time shall be charged against the above 1,500 hours. Each bargaining unit member attending said event may use a maximum of sixteen (16) hours of Association release time per event.
- F. Except in cases of emergency and provided the USO gives at least three (3) months advance notice in writing to the appropriate Human Resources director, the

Employer will not schedule mandatory overtime on the day of the annual USO meeting.

- G. Joint meetings or hearings of the Employer and the Association shall not be charged against the above allocated limitations.

Association representatives authorized to provide representation for bargaining unit members in a disciplinary action or grievance hearing shall be released upon advance notice to their immediate supervisor.

Attendance at regular or pre-planned joint meetings shall be considered approved when announced to the participants except that a supervisor may deny attendance in the event of unanticipated staffing needs.

Unplanned, sporadic or impromptu joint meetings shall require advance approval of their immediate supervisor which may be denied based on staffing needs.

Employees participating in the above referenced joint meetings shall be released without loss of wages or benefits.

### **3.11 Release Time President**

In the event the President of the USO is a member of this bargaining unit, he/she may, at the option of USO, be released from his/her assignment on at least a halftime basis and continue to receive all salary and fringe benefits.

In addition, the Employer will, at USO's request, provide a monthly transportation allowance (pursuant to section 19.1 of the MEA-PSA's collective bargaining agreement) and insurance to the USO President if he/she is from this bargaining unit. Effective with the month the bargaining unit member takes office, the monthly cost to the Employer for the monthly transportation allowance shall be no greater than the average monthly transportation allowance for all bargaining unit members for the month that the bargaining unit member takes office as the USO President. In the event that a bargaining unit member is re-elected to another term as USO President, the maximum monthly cost to the Employer shall be no greater than the average monthly transportation allowance for all bargaining unit members for the month that starts the additional term of office as the USO President.

Upon ratification of this agreement, the USO President will continue to work for the Employer in his/her permanent assignment not to exceed fifty percent (50%) on an annual basis. When there is a conflict between USO duties and the work of the Employer, the duties of the USO President will take precedence over the needs of the Employer. The Employer will designate one supervisor for the USO President. ARF's are not required for the USO President.

The USO President shall have the right to return to his/her full time position upon the completion of service as USO President subject to the elimination of the position or being bumped during layoff or reorganization.

#### **ARTICLE 4 - PROBATION**

##### **4.1 Probationary Period**

The first ninety (90) days worked in the same position with the Employer shall constitute a probationary period during which time the bargaining unit member shall enjoy all rights and privileges under this Agreement that are not limited elsewhere and shall be subject to layoff or discharge at the sole discretion of the Employer. Paid and unpaid leave days shall not count as worked days. However, the probationary period shall not exceed 120 work days regardless of the number of positions held during the probationary period.

##### **4.2 Probationary Period Extension**

The Employer, after consultation with the USO/affiliate President, may extend the probationary period for up to an additional sixty (60) days worked.

##### **4.3 Evaluation**

A bargaining unit member shall be evaluated during his/her probationary period pursuant to the provisions of Article 16.2.

#### **ARTICLE 5 - INVOLUNTARY TRANSFERS**

##### **5.1 Definition**

An involuntary transfer shall occur when the Employer reassigns a bargaining unit member from one job description to another job description. A change of duties within a job description shall not be construed as an involuntary transfer.

##### **5.2 Temporary Involuntary Transfers**

The Employer retains the right to temporarily involuntarily transfer bargaining unit members for a period not to exceed forty-five (45) working days. Such bargaining unit members shall be paid according to Article 7.8.

##### **5.3 Permanent Involuntary Transfers**

- A. The Employer retains the right to permanently involuntarily transfer bargaining unit members. The Employer agrees that permanent involuntary transfers will be minimal and such transfers shall not be made until it is determined that no

bargaining unit member seeks a voluntary transfer to the position. If more than one (1) person volunteers for such position, the selection will be based on the most senior Bargaining Unit Member volunteering.

- B. All involuntary transfers shall be made in inverse order of seniority, provided the less senior bargaining unit member is qualified.

## **ARTICLE 6 – VACANCIES**

### **6.1 Temporary vacancy** shall mean a bargaining unit position:

- A. That is vacant due to a bargaining unit member being on any leave for which this Agreement provides the right to return to his/her former position, or
- B. That is vacant and under study for elimination, or
- C. Created for a known duration or the duration of a special project or task not to exceed one year; however, the Union may agree to extend this one-year restriction in writing.

In the case of special projects or tasks, the Employer will notify USO and describe the special project or task and the expected duration.

- D. The Employer may choose to leave a temporary position vacant provided that:
  - 1. The Employer consults with the USO concerning the advisability of leaving the position vacant;
  - 2. The result of leaving the position vacant does not significantly and adversely affect other bargaining unit members;
  - 3. The decision to leave the position vacant is not arbitrary and capricious.

### **6.2 Permanent vacancy** shall mean a bargaining unit position:

- A. Newly created, or
- B. Vacant as a result of a bargaining unit member on any leave for which this Agreement does not provide the right to return to the position, unless the Employer eliminates the position, or
- C. A bargaining unit position vacant because of the resignation, retirement, transfer, trial period for which this agreement provides the incumbent member with the right to return to his/her former position, dismissal for cause, or death of the person



assigned to said bargaining unit position, unless the Employer eliminates the position.

### **6.3 Vacancy Notifications**

All vacancy notifications shall include the job description, the qualifications required, the wage range, the location and division/department assignment, and the title and name of the then current supervisor. In addition, any testing requirements will be included on the job posting including the minimum acceptable level.

### **6.4 Notice of Temporary Vacancy**

If the Employer fills a temporary vacancy of more than forty- five (45) working days, the Employer shall post the vacancy via electronic mail. The posting period shall be for three (3) working days. The Employer will not be required to post temporary vacancies that are the result of a trial period that exceeds forty-five (45) working days. In addition, the Employer shall send written notification via first class mail to all bargaining unit members on layoff as well as to any bargaining unit member on a leave of absence who requests such notices through the Human Resources Department. In addition, the Employer shall send notification to the USO office and the affiliate President via electronic mail. All applications will be submitted to the Human Resources Department. Vacancies under 6.1 B shall also include the anticipated duration of the vacancy or if it is a special project or task, a description of same.

### **6.5 Filling of Temporary Vacancy**

When filling temporary vacancies of more than forty-five (45) working days duration, the Employer will follow the procedure outlined below:

- A. The Employer shall promote a qualified non-probationary bargaining unit member(s) within the same division/ department, based on seniority.
- B. If no such person(s) is available, the Employer shall promote the most senior qualified non-probationary bargaining unit member from the Employer's seniority list who applies.
- C. In order to be eligible for a temporary promotion in 6.5 A and B above, the following conditions must be met:
  - 1. One full calendar year must have elapsed since the end of the applicant's last temporary promotion.
  - 2. The temporary promotion must be a pay upgrade.
  - 3. The temporary promotion does not cause undue disruption/hardship to the sending department.

Any or all of these conditions may be waived by the mutual agreement of the Employer and the Union.

- D. If no employee from the same Employer applies and is awarded the position, then a laid-off bargaining unit member from the Employer shall be offered the position provided that he/she is qualified.
- E. If no minimally qualified bargaining unit member applies, the Employer may hire an outside temporary employee. If no outside candidate can be found who has the required qualifications, the Employer may choose the bargaining unit member who, though not qualified, is most qualified based on the measurable minimum requirements pursuant to the job description, though not necessarily the most senior.
- F. Employees who have received written reprimands or suspensions within the last thirty (30) work days, or who are within the period of a discipline related plan of improvement or plan of assistance, may be denied the right to apply (see Letter of Agreement "R").

## **6.6 Notice of Permanent Vacancy**

The Employer shall provide written notification of a permanent vacancy by posting via electronic mail. The posting period shall be for five (5) working days. Applicants may respond by electronic mail or written notice. In addition, the Employer shall send written notification via first class mail to all bargaining unit members on layoff as well as to any bargaining unit member on a leave of absence and/or vacation who requests such notices. In addition, the Employer shall send written or electronic notification to the USO Office and the affiliate President. All applications will be submitted to the Human Resources Department.

If vacancies occur for a position in a job description within the same department by the Employer and it was posted within the previous thirty (30) calendar days, the Employer may fill the vacancies with a candidate who applied for the vacancy without posting the subsequent vacancies. The vacancies shall be filled in accordance with the procedure in Section 6.7.

## **6.7 Filling Permanent Vacancies**

- A. The Employer shall fill permanent vacancies in the following order:
  - 1. An employee on layoff from the Employer who was laid off from the position that is now vacant shall be recalled to that position providing that it is the identical position from which he/she was laid off. For the purposes of this provision, identical shall mean the same department and the same supervisor.

2. In the event paragraph 1 above does not apply, the Employer shall fill the position with the most senior applicant from the Employer's seniority list who is qualified as defined in the job description.
  3. If the most senior, qualified applicant for the vacancy holds a position of equal or higher classification, the vacancy shall be filled with that member provided:
    - a. Any member granted such a request for lateral or downward assignment may not be considered for a position of equal or higher classification for a period of twelve (12) consecutive months, except that the Employer may waive this condition. Bargaining unit members affected by this provision may apply for this vacancy and then seek a waiver from the Employer by contacting the Human Resources Department.
    - b. Any member granted such a request will successfully complete the trial period, if in a new job title, for the lateral or downgraded position. If the member does not successfully complete the trial period, he/she will be reassigned and/or returned to his/her previous position.
  4. After the vacancy(s) created by this vacancy(s) is filled, the Employer agrees that the most senior, qualified bargaining unit member on layoff will be recalled pursuant to Article 10.
  5. If no minimally qualified bargaining unit member applies, the Employer may hire an outside employee. If no outside candidate can be found who has the required qualifications, the Employer may choose the bargaining unit member who, though not qualified, is most qualified based on the measurable minimum requirements pursuant to the job description, though not necessarily the most senior.
  6. Employees who have received written reprimands or suspensions within the last thirty (30) work days, or who are within the period of a discipline-related plan of improvement or plan of assistance, may be denied the right to apply (see Letter of Agreement "R").
- B. Section 6.7 A applies, but is superseded to the extent that bargaining unit members may utilize seniority to bid for vacancies in their own job description (which would result in a "lateral transfer") with the following limitations:
1. Lateral transfers will not be allowed for Business Analysts, Benefit Analysts, Programmer Analysts, and intra-departmental transfers.

2. Regarding Business Analysts, Benefit Analysts and Programmer Analysts, the “Notice of Interest” process may be used at management’s sole discretion.
- C. Under normal circumstances the Employers shall fill permanent vacancies within twenty (20) working days.

## **6.8 Testing**

- A. The Employer agrees that any test(s) used in determining qualification for any bargaining unit position shall reasonably reflect the entry level skills and/or knowledge required for that position.
- B. If a test is required and there is no passing test score on file, then the applicant is required to take and pass the test(s) to qualify for the position except as specified below:
1. Bargaining unit members eligible to apply for a lateral transfer within the same job description will not be subject to testing.
  2. A bargaining unit member who transfers from one job title to another job title and then re-applies for the former job title within six (6) years shall not be required to take the tests that would normally be required for that job. The bargaining unit member must have been in the initial position for at least one (1) year, and the most recent evaluation prior to leaving the job must have been satisfactory or better.
- C. Administration of Tests:
1. Testing shall be offered at least two (2) times within twelve (12) months from January 1 – December 31. Test(s) shall be routinely administered and scored under the direction of the Human Resources Department. The scores of any test(s) taken by the bargaining unit member will be shared in writing with the bargaining unit member.
  2. Tests excluded from the twice (2 times) annual testing include any tests that are developed or revised in response to a specific posting of a position (e.g., presentation, Excel analysis, Access analysis, in-baskets, legal business letter, and business letter).
- If the member passes any of the tests in C.2, those scores will remain in the personnel file for one (1) year. The member shall not be required to retest if the test is the same test for the posted job.
3. All other test scores will be retained by the Employer in the bargaining unit member’s personnel file.

D. Scheduling of Testing Following Posting:

1. Promptly after the posting closes, the Human Resources Department will schedule the test and retest. Employees will be required to take the test as scheduled; however, rescheduling may be granted for good cause for the most senior applicant.
2. The most senior applicant will be provided the opportunity to take each required test and, if necessary, a second test.
3. If the most senior applicant passes the test(s), the retest may be canceled for other applicants.
4. The Human Resources Department may test the most senior applicant individually, or a group of applicants may be tested at the same time.
5. If the most senior applicant is eliminated and less senior applicants remain who have not completed the testing process, the next highest seniority person becomes the most senior applicant.
6. Test scores will be distributed prior to any retesting.
7. It is understood that some tested skills are not lost with the passage of time, therefore, once a bargaining unit member passes the following tests at the appropriate level he/she will not be required to retest:

Filing, vocabulary skills, language skills, arithmetic, visual speed and accuracy, computation, coding, decision-making, forms checking, proofreading, reasoning, balancing accounts, problem solving and building engineer.

8. Notwithstanding the provisions above, bargaining unit members shall not be eligible to take the same test more than twice (2 times) within a thirty (30) calendar day period. However, bargaining unit members who apply for specific jobs shall be allowed to apply for up to two (2) vacancies that require the same test within the thirty (30) day period. All tests normally available to the member associated with application for these vacancies would be paid by the Employer.

E. Testing requirements shall apply to non-bargaining unit temporary employees, and for short-term temporary vacancies.

F. Cost of Testing:

Unless applying for a specific posted position, bargaining unit members shall pay for the cost in excess of \$25.00 per test of any online test they wish to take.

However, each employee will be allowed to take each test up to two (2) times at the Employer's expense – the first such test taken and the next such test passed.

- G. The Employer will allow access to all bargaining unit members presentation skills training in the form of electronic viewing. Each bargaining unit member can view the training once (1 time) per calendar year.

## **6.9 Trial Period**

Any bargaining unit member who is placed in a new job title shall receive a trial period.

All trial periods shall be sixty (60) working days, with a mandatory thirty (30) working day performance review. At the thirty (30) or sixty (60) working day performance review, management has the right to determine if the employee is performing as expected, as well as the employee can determine to return to his/her previous position. If the sixty (60) working day review is designated as unsatisfactory, Section 6.9.D will be implemented.

The Employer may extend the trial period for up to an additional sixty (60) working days with mutual agreement with the USO/affiliate President.

- A. The vacancy created by a bargaining unit member serving a trial period shall be filled pursuant to section 6.7. In the case of a vacancy due to a trial period for which this agreement provides the incumbent member with the right to return to his/her former position, the member filling the vacancy shall be returned to his/her former position in the event the incumbent member that vacated the position returns at any time during his/her trial period.
- B. A bargaining unit member shall be evaluated during his/her trial period pursuant to the provisions of Article 16.8.
- C. In the event of a medical disability of at least ten (10) working days but not more than six (6) months, any remaining portion of a trial period shall be completed upon return from the disability. The six (6) months may be extended at the option of the Employer. If the disability is longer than six (6) months (unless extended by the Employer), the bargaining unit member will be returned to his/her former position except the six (6) months may be extended at the option of the Employer.
- D. When any bargaining unit member does not demonstrate satisfactory performance in the new assignment within the trial period, the Employer shall:
  - 1. Notify the bargaining unit member in writing of the reasons for removal;
  - 2. Remove the bargaining unit member from the new assignment. The bargaining unit member so removed shall not be considered for the same assignment for a period of twelve (12) months;

3. Return the bargaining unit member to his/her former wages;
  4. Return the bargaining unit member to his/her former position;
  5. Repost the original vacancy unless a qualified bargaining unit member exists from the previous posting.
- E. Any bargaining unit member in a trial period may request in writing to his/her immediate supervisor to be removed from the new position. Upon such request the Employer shall remove and assign the bargaining unit member in the same manner as provided in Section 6.9 D above. A bargaining unit member so removed will not be considered for the same job description for a period of twelve (12) consecutive months.
- F. A bargaining unit member who has removed him/herself and/or been removed from the same job description twice shall not be considered for the same job description for a period of two (2) years except that this restriction may be waived by the Employer. However, bargaining unit members who have twice failed benefit analyst training shall not be permitted to re-enter benefit analyst training without a waiver from the Employer.

Upon the agreement of the Employer, USO/affiliate President and the bargaining unit member, the trial period may be waived or terminated early.

- G. Bargaining unit members who accept a new position while in a trial period shall be deemed as voluntarily removing themselves from their trial period in accordance with Section E above. Failure to successfully complete the subsequent trial period shall result in bargaining unit members being returned to the position held prior to the first trial period in accordance with Section D above.

## **ARTICLE 7 – COMPENSATION**

### **7.1 Basic Compensation Rates**

The wages of bargaining unit members covered by this Agreement are set forth in Appendix B. Such schedules shall remain in effect during the term of this Agreement.

### **7.2 Pay Advancement**

Step or increment increases as indicated in Appendix B shall accrue to individual bargaining unit members on his/her anniversary date each year.

### **7.3 Wage Placement**

- A. New bargaining unit members shall be placed at the entry level step on the Wage Schedule based on their classification. The Employer may grant experience credit for similar work. However, if experience credit is granted, the Union will be notified.
- B. A bargaining unit member accepted for transfer to a position shall be placed on his/her then current step on the Wage Schedule for the new position. Such a transfer shall not affect the bargaining unit member's anniversary date.

#### **7.4 Shift Differential**

- A. Bargaining unit members scheduled to work a second shift will receive a five (5) percent shift differential in addition to their normal hourly wage.
- B. Bargaining unit members scheduled to work a third shift will receive a ten (10) percent shift differential in addition to their normal hourly wage.
- C. Bargaining unit members not scheduled for a second or third shift but who work hours included in the second or third shifts shall not receive a shift differential.
- D. This differential shall be applied to their normal hourly rate prior to computation of overtime pay and shall be applied to all hours worked by such bargaining unit members. Data Center Analysts assigned to a combination shift will be paid in accordance with the following:
  - 1. The Data Center Analyst will receive the regular rate of pay for the applicable classification level for hours worked between 10:30 a.m. and 3:00 p.m.
  - 2. The Data Center Analyst will receive a five percent (5%) shift differential for hours worked between 3:00 p.m. and 11:30 p.m.
  - 3. The Data Center Analyst will receive a ten percent (10%) shift differential for hours worked between 11:00 p.m. and 7:30 a.m.
  - 4. The shift differentials will apply to straight time and overtime hours worked during those periods.

#### **7.5 Call-In Pay**

- A. Call-in pay shall be paid at the applicable overtime rates as set forth in Section 7.6 of this Article. This pay shall apply to all time spent at the workplace and up to thirty (30) minutes travel time one way from home to the workplace and back.
- B. In addition, the bargaining unit member shall be reimbursed for mileage from home to work and back at the IRS rate.



## **7.6 Overtime**

Hours worked in excess of forty (40) hours in any one week shall be compensated at one and one-half (1 1/2) times the bargaining unit member's hourly rate. When the office has been declared officially closed, or when a holiday falls during the work week, those hours shall be counted as hours worked when computing overtime. If any bargaining unit member is requested to work on a holiday break or Sunday he/she shall be paid triple time.

## **7.7 Standby Pay**

- A. Hours on standby away from the work place will be paid at one half (1/2) the employee's hourly wage. If standby is required on a holiday, standby pay will be in addition to holiday pay.
- B. Hours actually worked on the premises as a result of being on standby will be paid at one and one-half (1 1/2) times the bargaining unit member's hourly rate (triple time on holidays and Sundays). In addition, the bargaining unit member on standby who is called in will receive call-in pay per Section 7.5.

## **7.8 Temporary Wage Adjustment**

A bargaining unit member asked to temporarily do the work of a higher classification in excess of one (1) hour per pay period shall receive the rate of pay for the higher classification for the time worked in the higher classification, provided the work performed requires higher skill levels (pursuant to the Arthur Young job classification study) than are required by the bargaining unit member in his/her current assignment.

# **ARTICLE 8 - WORK SCHEDULE**

## **8.1 Work Week**

The normal work week shall be forty (40) hours Monday through Friday. The East Lansing worksite shall be open from 7:00 a.m. to 5:30 p.m.

Beginning the third Monday in June and ending not earlier than August 20, the normal work week shall be 7:30 a.m. to 4:00 p.m. with a thirty (30) minute lunch break. However, the implementation of these summer hours may be discontinued for legitimate business reasons. This decision will be on an annual basis. In such cases, notice will be provided to the Union at least thirty (30) days in advance of the discontinuance.

## **8.2 Flextime**

- A. Each bargaining unit member may be scheduled for more than eight (8) hours in one (1) day only on a voluntary basis or by reason of mandatory overtime. The

beginning and the end of the work day will occur on the quarter (1/4) hour. Bargaining unit members shall be entitled to two (2) fifteen (15) minute breaks, away from their work stations, during the period beginning at 8:00 a.m. and ending by 10:00 a.m. and beginning at 2:00 p.m. and ending by 3:30 p.m. Each bargaining unit member shall take his/her scheduled lunch period of not less than one-half (1/2) hour during the period beginning 11:00 a.m. and ending by 2:00 p.m. A bargaining unit member scheduled for six and one-half (6-1/2) hours or less per day will not be required to take a lunch period. All bargaining unit members shall punch a time clock, or sign in and out and record their time electronically, should such a system be implemented.

- B. Each bargaining unit member shall submit in writing to his/her immediate supervisor a schedule in compliance with Appendix K. The scheduling process shall be completed no later than five (5) work days prior to the end of the current schedule. The schedule shall be completed identifying the hours of work for each day, as if no leave is taken. Vacation and personal leave shall correspond with the scheduled hours.

Approval will be on the basis of staffing needs within each supervisory area. In cases of conflict that are not voluntarily resolved between the involved employees in the supervisory area, the Employer reserves the right to schedule bargaining unit members' hours of work based on seniority. Each employee agrees to follow his/her established schedule.

Bargaining unit members may schedule a minimum of four (4) hours on a normal work day.

Approved vacation or personal leave may be cancelled by the bargaining unit member provided that notice is given to the immediate supervisor no later than the end of the previous work day.

- C. The schedule approved in Section B above may be adjusted as follows, except for employees in the ITSS and PMO departments. Employees in the ITSS and PMO departments shall follow the process outlined in Article 8.2.D below:
1. Bargaining unit members may adjust their previously approved schedule no more than one (1) time per pay period, Monday through Friday of the same work week, not to exceed a total of three (3) schedule adjustments. Approval will be granted provided staffing needs are met and the adjustment is not for avoiding an unexcused absence.
  2. Bargaining unit members may request additional schedule adjustments, which may be agreed to providing the adjustment is mutually beneficial. Denial of these requests shall not be grievable.

- D. All ITSS and PMO employees, with the exception of Data Initiators and Data Center Analysts, will submit one (1) week schedules. Data Initiators scheduling will be as is outlined in Appendix K. Data Center Analysts will continue to follow Article 8.3.D for their scheduling.

The Employer shall give all bargaining unit members the specific needs by 10:00 am on Thursday of each week. The bargaining unit members will then submit their schedule to their immediate supervisor by 12:00 pm on that same Thursday. The immediate supervisor (or his/her designee) will let each bargaining unit member know in writing if their schedule is approved or if a change is needed by 10:00 am on that Friday. If the bargaining unit member does not submit his/her schedule by 12:00 pm on Thursday, the supervisor will establish the schedule based on the employee's prior week's schedule, modified to take special staffing needs into account. If the immediate supervisor does not respond in writing by 10:00 am on Friday, the schedule is approved.

Basic schedule will be 7:00 am to 5:30 pm, Monday through Friday. However, there are four (4) exceptions:

1. At the time of scheduling, there will be additional flexibility depending on current circumstances:
  - A. Should a bargaining unit member seek to schedule outside of these hours; or
  - B. If the employer identifies a specific need for work outside of these hours.
2. Emergency situations that require work outside of an approved schedule shall be handled pursuant to Article 8.2.C.2 schedule adjustment or overtime pay.
3. At the time of scheduling, staffing needs will have been identified.
4. Employer identifies hours required on Saturday or Sunday:
  - A. If the need is known by the Thursday 10:00 am deadline for scheduling the next week, the bargaining unit member can incorporate the weekend work into their 40 hour schedule for the next week on a voluntary basis. If no bargaining unit member volunteers, the mandatory overtime will be handled as per current contract language.
  - B. If the need for weekend work comes up after schedules have been approved, it will be handled as per Article 8.2.C.2 schedule adjustment. If no bargaining unit member volunteers, the mandatory overtime will be handled as per current contract language.

### **8.3 Second and Third Shifts (Data Center Analysts Work Schedule)**

- A. Scheduling of bargaining unit members to work second shift or third shift shall be done based on adequate staffing need.
- B. When vacancies occur in a specific job having more than one (1) shift, bargaining unit members within that specific job shall be offered the opportunity to apply to work on the shift in which the vacancy occurs. Requests shall be honored based on seniority. If none of the bargaining unit members apply for such shift, the vacant shift shall be filled pursuant to the provisions of Article 6.
- C. Bargaining unit members may take two fifteen (15) minute breaks and a half-hour (1/2) meal break.
- D. Data Center Analysts work schedule shall be:
  - First shift: 7:00 a.m. - 3:30 p.m.
  - Second shift: 3:00 p.m. - 11:30 p.m.
  - Third shift: 11:00 p.m. - 7:30 a.m.

Employees will not be involuntarily reassigned from one shift to another and/or an additional shift. However, the Data Center Analysts may be reassigned as necessary to another and/or an additional shift.

It is understood that during the time period that the second and third shift person is alone in the department, that person shall not operate any equipment that might be dangerous.

### **8.4 Overtime**

All overtime must be approved by the Employer.

The Employer may require overtime provided:

- A. The Employer provides notification of Saturday overtime no later than noon of the preceding Tuesday except in cases of emergency.
- B. Notification for daily overtime will be as follows:
  - By noon of the prior day, except Facilities Services and Information Technology Support Services (ITSS) departments will be provided four (4) hours notice;
- C. Overtime will not affect previously approved vacations. No overtime will be required on Saturday when a bargaining unit member has previously approved vacation for Friday or Monday.

- D. When the Employer has scheduled Saturday overtime, and the employees have reported for work, and the overtime is canceled, the Employer will pay the employee two (2) hours show-up pay or actual overtime worked prior to the cancellation whichever is greater.
- E. The Employer shall not require overtime on Sunday or a holiday except in case of an emergency. The Employer will take into account holidays that fall within a week when setting overtime requirements.
- F. The Employer, except for the Facilities Services and Information Technology Support Services (ITSS) Departments, will not require more than two (2) consecutive Saturdays of overtime.
- G. Except to meet special needs, no overtime will be worked on a Saturday where the preceding Friday or following Monday is a holiday. Time worked on such Saturday will be compensated at the overtime rate pursuant to Article 7.6.
- H. Except for the Facilities Services and Information Technology Support Services (ITSS) Departments, no more than eight (8) hours overtime will be required per week.
- I. At the end of the regular work day, an employee scheduled to work at least two (2) hours overtime will receive the option of a fifteen (15) minute unpaid break prior to the start of overtime hours.

For each four (4) hours of overtime worked, the bargaining unit member shall receive a fifteen (15) minute break during the four (4) hours.

## **ARTICLE 9 – SENIORITY**

### **9.1 Definition**

Seniority, for all purposes under this Agreement, shall be defined as the length of continuous service in a bargaining unit position from the last date of hire into the bargaining unit except as provided in Section 9.6 D.

### **9.2 Seniority Lists**

A seniority lists shall be prepared by the Employer as of January 1 of each year and provided to each bargaining unit member. The Association President shall receive a copy of the list and shall be advised in writing of any changes on the seniority list by the Employer. The seniority list shall contain the name of each bargaining unit member, the date of last hire, the anniversary date and seniority date.

The seniority date is the last date of hire less any leaves for which seniority does not accrue. The anniversary date is the seniority date less any days of unpaid leave.

### **9.3 Relative Seniority**

If two or more bargaining unit members have the same length of continuous service, the relative order of seniority shall be determined by a drawing of lots involving the affected bargaining unit members. The drawing shall be supervised by the Employer and the USO/affiliate President. The results of the drawing shall control for the term of employment.

### **9.4 New Member Seniority**

The seniority of new bargaining unit members shall be established and listed on the Employer's seniority list and shall be credited from the most recent date of hire following the new bargaining unit member's successful completion of the probationary period pursuant to Article 4 of this Agreement except as provided in Section 9.6 D below.

### **9.5 Break In Service**

Except as provided for in Section 9.6 D, the following shall constitute a break in service in which a bargaining unit member's accumulated seniority is terminated:

- A. The voluntary resignation or retirement of the bargaining unit member.
- B. The discharge of the bargaining unit member for cause and such discharge is not subsequently reversed.
- C. The bargaining unit member fails to respond within twenty (20) working days to a recall from layoff notice made by certified mail, return receipt requested, to addressee only, to the bargaining unit member's home address on record. A copy of said recall notice shall be immediately delivered to the USO/affiliate President.
- D. Permanent assignment to a non-bargaining unit position.

### **9.6 Accrual of Seniority**

- A. Time spent on paid leaves, layoff, involuntary unpaid leave and association release time shall count for seniority accrual. Maternity, child care, adoption and guardian leaves of up to one (1) year and family care leaves of up to six (6) months shall accrue seniority.
- B. Bargaining unit members working less than full time shall accrue seniority on a prorated basis, e.g., one (1) year's service is listed on the seniority list as one-half (1/2) year's service for a one-half (1/2) time bargaining unit member.

- C. Less than full time employees who work forty (40) hours per week for more than six (6) consecutive weeks shall accrue full-time seniority retroactive to the first day of consecutive full-time work.
- D. Between September 1, 1986, and August 31, 1992, temporary employees with unbroken service who had worked for the Employer immediately prior to being hired as a permanent employee and satisfactorily completed their probationary period earned seniority for that service.

## **9.7 Non-Accrual of Seniority**

Time spent on voluntary unpaid leaves and time spent in a temporary assignment to a non-bargaining unit position shall not accrue seniority nor constitute a break in service. Time spent on maternity, child care, adoption and guardian leaves in excess of one (1) year and family care leaves in excess of six (6) months shall not accrue seniority nor constitute a break in service.

## **9.8 Return to the Bargaining Unit**

- A. Bargaining unit members leaving the bargaining unit to accept temporary positions outside of the bargaining unit with the Employer may return or be returned to the bargaining unit under the provision of a Letter of Agreement bargained with the Union.
- B. The Letter of Agreement shall address, but not be limited to:
  - 1. Seniority
  - 2. Right to return to a bargaining unit position
  - 3. Leave accruals

# **ARTICLE 10 - LAYOFF AND RECALL**

## **10.1 Prerequisite**

A layoff or reduction in work force shall be done only because of a reduction in the work to be done, an excess of staff necessary to complete the work to be done, a reduction in funds or as a result of implementing a directive of the Board of Trustees of the Employer.

## **10.2 Review of Layoff**

At least twenty (20) working days prior to any layoff, the Employer shall meet with the USO/affiliate President to review the plans, to discuss procedures and to provide USO/affiliate President an opportunity to suggest alternatives. Following this review, the

Employer shall notify the affected employee(s) in writing twenty (20) working days in advance of any layoff specifying the positions, the employee(s) name(s) and the reason for the layoff. Layoffs as a result of a natural disaster shall be exempt from review and prior notification requirements.

### **10.3 Order of Layoff and Procedure**

The layoff of bargaining unit members shall be done in order of reverse seniority among those members listed on the seniority list.

- A. Any temporary and/or probationary employee who is holding a position with the Employer for which a bargaining unit member notified of layoff is minimally qualified shall be laid off first.
- B. Non-probationary bargaining unit members with the lowest seniority shall be laid off provided that the more senior member can satisfactorily perform the bargaining unit work of the laid-off member.
- C. The Employer shall advise in writing to all remaining bargaining unit members listed on the seniority list of the opportunity to volunteer for layoff in lieu of those members notified in Section 10.3 B above, if the member(s) previously notified can satisfactorily perform the work available. A bargaining unit member volunteering for layoff shall be treated as an involuntary layoff.

### **10.4 Member Bumping Rights**

- A. When seniority considerations require the transfer of remaining personnel to remaining positions, seniority shall prevail as long as the most senior member is minimally qualified for the position. When reduction in classification and pay results, the least senior of the remaining so qualified members shall be moved.

When increase in classification and pay results, the most senior of the remaining so qualified members shall be moved.

- B. If a position is eliminated, the person displaced will be the least senior person with that job title in the supervisory area. That person will receive a notice of layoff.

All persons receiving a notice of layoff shall have the following options:

- 1. Exercise his/her seniority to claim the position occupied by the least senior member in an equal or at the bargaining unit member's option, a lower classification within the department for which minimally qualified.
- 2. Exercise his/her seniority to claim a position occupied by the least senior bargaining unit member with an equal or at the bargaining unit member's



option, a lower classification in any other department with the Employer for which minimally qualified;

If none of the above are possible, accept layoff.

- C. If difficulties arise relative to the implementation of Section 10.4 B, the President of the USO, a 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 Human Resources Director in this consideration is possible bumping to a position in a higher pay range. This final decision is made by a Director of Human Resources and is subject to the grievance procedure.
- D. A member transferred to a lower classification due to position elimination or receiving a notice of layoff shall be frozen at his/her current rate of pay until the new salary equals or surpasses that rate. A member who has had his/her salary frozen shall have the ability, upon receiving a notice of layoff, to bump into a position of the same classification or lower than the classification level the member held prior to having his/her salary frozen. The Employer reserves the right to transfer the member back to the original classification if a vacancy occurs consistent with the provisions of Article 6.
- E. The member shall make known his/her decision pursuant to Section 10.4 B within ten (10) working days of written notification by the Employer.

## **10.5 Laid Off Employee Assistance**

The Employer shall provide the following assistance to laid-off employees:

- A. Sponsor re-training programs as appropriate, after consultation with the USO/affiliate President, for laid-off employee(s);
- B. Continue the individual laid-off member's major medical health insurance benefits in force at the time of his/her layoff on a basis of three (3) months coverage for each year of seniority up to a maximum of one (1) full year of coverage. Laid-off bargaining unit members who accept temporary positions shall receive one (1) additional month of health insurance coverage for each four (4) months of work in the temporary assignment. At the end of the temporary position, the laid-off member shall receive the remainder, if any, of the initial health coverage due to layoff, plus any additional earned coverage while working in the temporary position, for a combined maximum of twelve (12) months' coverage.

## **10.6 Affirmative Action Policy**

- A. In cases of staff reduction, minority/majority ratios shall be retained at a level not lower than that which existed at the onset of the staff reduction. Upon request, the

Employer will provide an annual report of minority/majority ratios to the USO/affiliate President.

- B. The Employer shall hold the USO/affiliate President harmless in litigation matters pertaining to internal implementation of the Affirmative Action Policy. The Employer shall be responsible for the selection of the attorney, attorney fees, court costs and related legal expenses.

## **10.7 Recall Procedures**

Bargaining unit members on layoff shall be offered recall by the Employer before any new hires are employed by such Employer provided the laid-off bargaining unit member can satisfactorily perform the work available.

In addition to all of the above applicable rights, laid-off employees shall have the following recall rights:

- A. Bargaining unit members who have been laid off will be offered recall to positions of equal or lower classification in the order of most seniority as positions become vacant with the Employer, provided the bargaining unit member can satisfactorily perform the work available consistent with the provisions of Article 6 of this Agreement.
- B. Bargaining unit members who have been laid off will be offered recall to vacant positions of higher classification with the Employer consistent with the provisions of Article 6 of this Agreement.
- C. A bargaining unit member shall not be required to accept a temporary, lower paying or part-time position. Refusal or acceptance of a temporary, lower paying or part-time position, shall not affect the bargaining unit member's right to recall to other positions. Bargaining unit member(s) will be notified of recall via certified mail--return receipt requested--specifying the time and date when they shall return, by the Employer. Notice of recall shall be delivered at least twenty (20) working days in advance of the date that the recalled employee is to assume his/her duties. A bargaining unit member(s) who fails to report for work on the given day, or fails to advise the Employer within the twenty (20) working-day notice period of the employee's inability or unwillingness to return to work, or whose notification(s) which was sent to his/her last known address is returned as undeliverable because of the failure of the laid-off member to maintain a current address with the Employer, shall be considered as having relinquished all job rights with the Employer who initiated the layoff.
- D. When all other laid off members have been recalled or otherwise removed from the recall list of the Employer, and after one more position in the proper classification is offered to this member, 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 of the Employer, in which event he/she forfeits the right to the twenty (20) day severance check.

- E. All laid off bargaining unit members will be offered all temporary as well as permanent vacancies that may arise within their bargaining unit. In addition to the above, a bargaining unit member(s) laid off from other Employers shall be given special consideration to any vacancy for which the bargaining unit member is qualified before any new hires are employed.
- F. Effective September 1, 2007, failure by a bargaining unit member to accept recall for a vacancy for which he/she meets the qualifications for a position the position from which he/she was laid off shall result in all remaining time he/she spends on layoff not counting for accrual of service credit under the terms of the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust. In this case the bargaining unit member shall retain all other rights he/she otherwise would have under this agreement.

## **10.8 Mergers or Takeovers**

- A. The Employer shall provide the USO confidential notification (which USO will keep confidential) before the beginning of any formal discussions of merger or takeover with any other company. This does not include changes in carriers/underwriters or changes/modifications of business practices with current or future underwriters/carriers.
- B. Upon written demand from USO, the Employer agrees to bargain the effects of such merger or takeover.
- C. In no event shall any meeting and/or discussion above be construed to limit, restrict or waive the Union's right to negotiate on the subject.

## **ARTICLE 11 - JOB DESCRIPTIONS AND RECLASSIFICATIONS**

### **11.1 Job Descriptions**

The Employer has the exclusive responsibility to determine job content, establish reasonable standards of work and efficiency, develop job descriptions for all new bargaining unit positions and assign the classification level for these positions. All descriptions shall minimally include job skill requirements, assigned duties, basic performance expectations and classification grade. Such descriptions will be on file in the Human Resources Department. If the Employer initiates changes in any job description, such changes will be bargained with the USO/affiliate President.

## **11.2 Reclassifications**

- A. The parties agree that all bargaining unit positions (as listed in Appendix A) are appropriately classified as of September 1, 1992. The parties further agree that bargaining unit positions created or reclassified after September 1, 1992, are appropriately classified as of the date of creation or reclassification of the position. Such positions shall be identified by date of creation or reclassification in Appendix A.
- B. No job classification upgrade will be made unless there has been a significant change in the regular job duties performed since September 1, 1992 or the date of any upgrade since September 1, 1992.
- C. The following process will apply in the event a bargaining unit member claims there has been a significant change in his/her regular job duties since September 1, 1992, or the date of any upgrade since September 1, 1992, and is seeking a classification upgrade:
  - 1. Upon notice by the Union, the Human Resources Department shall conduct a review of the position in question and shall provide a written answer to the Union.
  - 2. If the Union is not satisfied with the answer, the Union may file a demand for arbitration in accordance with Article 14 within thirty (30) working days of receiving the answer in Section 11.2 C.1 above.
  - 3. The parties agree that if the Union files for arbitration, the arbitration will be conducted pursuant to the American Arbitration Association rules for expedited arbitration. Further, the arbitrator shall rule solely on the threshold issue of whether or not there has been a significant change in the regular job duties of the position in question since September 1, 1992, or the date of any upgrade since September 1, 1992, or procedural matters properly before the arbitrator.
  - 4. If the arbitrator rules there has not been a significant change in the regular job duties of the position since September 1, 1992, or the date of any upgrade since September 1, 1992, the classification of the position in question will remain unchanged.
  - 5. If the arbitrator rules there has been a significant change in the regular job duties since September 1, 1992, or the date of any upgrade since September 1, 1992, the Union and the Employer will have twenty (20) working days from the date of the decision to resolve the issue.
  - 6. If the issue still remains unresolved, the same arbitrator shall schedule a regular arbitration hearing pursuant to the usual AAA rules on the merits of

the case. The arbitrator shall decide whether or not the position in question should be upgraded, based upon the significant changes in the regular job duties since September 1, 1992, or the date of any upgrade since September 1, 1992.

7. Both decisions of the arbitrator shall be final and binding on both parties. The Employer and the Union shall share equally in the cost of the arbitrator's fees and expenses for both hearings.
8. In the case of all such classification disputes, this procedure shall supersede the grievance procedures and rights pursuant to Article 14.

### **11.3 Notification**

The Employer will consult with USO/affiliate President prior to implementing any new job descriptions. One (1) year must have elapsed prior to the new job description being subject to the reclassification process as listed in Section 11.2 C.

### **11.4 Other Job Related Duties**

In those job descriptions containing the line, "and other duties as assigned from time to time," or such similar statement, such statement shall be amended to read, "and other job-related duties as assigned from time to time."

## **ARTICLE 12 – RESIGNATIONS**

### **12.1 Notice**

The resignation of any bargaining unit member shall be submitted in writing to the Human Resources Department with a copy to the member's immediate supervisor at least ten (10) working days prior to the effective date of the resignation. Failure to give at least ten (10) working days notice shall result in a deduction of one (1) day of accumulated annual vacation leave (per Section 12.3) for each day of notice less than ten (10) working days. Vacation and personal time shall not be included in the calculations of the ten (10) working days for prior notification purposes.

### **12.2 Termination Date**

The termination date of the employment of a bargaining unit member shall be the last day worked.

### **12.3 Payment of Benefits**

A. Bargaining unit members shall be paid for all accrued but unused paid leave time up to 960 hours at their wage level as of the termination date.

B. Retirement Contributions

The member may apply to the Staff Retirement Office for return of applicable retirement fund contributions and interest.

#### **12.4 Death of a Bargaining Unit Member**

In the event of the death of the member, the benefits above shall be paid to his/her beneficiary(ies).

### **ARTICLE 13 – DISCIPLINE**

#### **13.1 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 due process. Any such action shall be in accordance with the policies and provisions of this Agreement.

B. Formal counseling, reprimands, suspensions and/or discharges of bargaining unit members shall be conducted in private. Such meetings shall only include those individuals directly involved, a representative of the Association if requested by the member and appropriate non-unit personnel.

C. All of the facts known at the time pertaining to the disciplinary action will be made available to the member in writing at the step when disciplinary action is imposed. The USO/affiliate President will be immediately notified in writing of the reason(s) whenever a bargaining unit 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 bargaining unit member of his/her right to have a USO 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 due process, the arbitrator may order reinstatement and payment of lost compensation.

#### **13.2 Discipline Steps**

All bargaining unit member discipline shall be applied according to the following progressive steps except when the offense may require a more severe penalty.

Prior to formal discipline, however, either the employee or the supervisor may initiate informal discussion. Informal discussion or counseling is voluntary, does not preclude formal counseling and shall not be noted in the personnel file.

Step 1. Formal Counseling

Step 2. Formal Written Reprimand

Step 3. Suspension

Step 4. Discharge

Except that the following offenses on the Employer's premises or worksites may lead to immediate discharge:

- a. Theft
- b. Intoxication
- c. Drug impairment
- d. Gross insubordination, e.g. willful refusal to perform work duties/responsibilities
- e. Willful destruction of property
- f. Deliberate falsification of records
- g. Willful injury to others
- h. Physical fighting

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### **14.1 Definition of a Grievance**

A "grievance" shall mean a complaint by the Association, a bargaining unit member or a group of bargaining unit members based upon an event(s), condition(s) or circumstance(s) under which a bargaining unit member works allegedly caused by misinterpretation or inequitable application of established administrative policies, rules and regulations, or by the fact that the bargaining unit member(s) has been treated unfairly or in a manner inconsistent with the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

### **14.2 Definition of a Day**

For the purpose of this procedure a "day" means a normal working day Monday through Friday excluding paid holidays.

### **14.3 Association Representation**

Any bargaining unit member has the right to request that a representative of the Association be present at all meetings and hearings at all steps and stages of the discipline, grievance and arbitration procedure.

#### **14.4 Grievance Adjustment**

Nothing contained herein shall be construed to prevent any bargaining unit member from presenting a grievance at step one and having the grievance adjusted at step one without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement and provided the Association has the opportunity to be present at such adjustment. The Employer agrees to provide the Association with a copy, with supporting reasons, of such grievances.

#### **14.5 Multiple Grievants**

If in the judgment of the Association a grievance affects a group of bargaining unit members, the Association may process the grievance through all levels of the grievance procedure even though the group of bargaining unit members does not wish to do so. If the grievance affects the bargaining unit members of more than one supervisor, the grievance shall originate at the appropriate Human Resources Director or his/her designee. If the decision generating the grievance originates at the office of the Human Resources Department, the grievance will be filed there.

#### **14.6 Process During Work Hours**

It shall be the practice of all parties to process grievances during the bargaining unit member's work hours.

#### **14.7 Extensions**

The parties may agree in writing to an extension of time limits.

#### **14.8 Information and Records**

The Employer agrees to provide the Association with all relevant and necessary information and records for it to process grievances pursuant to Article 3.6.

#### **14.9 Grievance Procedure in Writing**

All grievances and responses to all grievances at all steps of the grievance procedure shall be in writing and shall use the form in Appendix C. Copies of the grievance will be given to the appropriate Human Resources Director or his/her designee and the grievance chairperson at each step. A written grievance shall contain a statement of the facts giving rise to the grievance, the article(s) allegedly violated, and the relief sought, and shall be signed by the grievant.

#### **14.10 Powers of Arbitrator**



The arbitrator shall have no power to alter, amend, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. If any bargaining unit member is found to have been improperly deprived of any compensation, the arbitrator may award such reimbursement.

#### **14.11 Union Representation at Grievance Meetings**

Union representation at grievance meetings shall be as follows:

1. Level One - the grievant has the right to a representative.
2. Level Two and arbitration hearings - the grievant has the right to two (2) representatives.

At any time, the USO President may participate in a grievance meeting without compromising what is stated above. The union may choose to bring another representative and that person will be on union release time. Persons who have information pertinent to the grievance shall be allowed to testify at the appropriate time in the meeting without using release time.

If the grievance is an Association grievance, one representative will be considered the grievant.

#### **14.12 Grievance Steps**

**STEP ONE** The grievance will be filed in writing within thirty (30) working days of the time the grievant knew, or reasonably should have known, of the incident upon which the grievance is based with the immediate management supervisor. The immediate management supervisor shall hold a conference with the grievant within ten (10) working days of receipt of the grievance. Within ten (10) working days of the conference the supervisor shall respond to the grievance in writing stating the basis for denial if the grievance is denied.

**STEP TWO** If the disposition of the immediate management supervisor is not satisfactory, the grievant may appeal to the appropriate Human Resources Director or his/her designee within ten (10) working days. The appropriate Human Resources Director or his/her designee shall within ten (10) working days of receipt of the grievance hold a conference with the grievant. Within ten (10) working days of the conference the appropriate Human Resources Director or his/her designee shall respond to the grievance in writing stating the basis for denial if the grievance is denied.

**STEP THREE** If the disposition by the appropriate Human Resources Director in Step Two is not satisfactory or no timely response has been received, the Association may file for arbitration within thirty (30) working days under the rules of

the American Arbitration Association, or the parties may agree to mutual selection of arbitrators with all other AAA rules remaining applicable. The decision of the arbitrator shall be final and binding on both parties. The ~~involved~~ Employer and the Association shall share equally in the arbitrator's fees and expenses.

## **ARTICLE 15 - IMPLEMENTATION OF AGREEMENT**

### **15.1 Inconsistent Terms**

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

### **15.2 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 all bargaining unit members as required by the express provisions of this Agreement.

### **15.3 Savings**

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. The parties agree to meet and bargain in an attempt to 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.

### **15.4 Secondary Contracts**

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 a bargaining unit member(s) shall likewise be consistent with and subject to the terms of this Agreement. The Association shall be consulted concerning such contracts.

### **15.5 Subcontracting**

A. The Employer reserves the right to contract out any work which may require special skills, licenses, knowledge, experience or equipment not possessed by bargaining unit members covered by this Agreement. Any such work and the personnel performing it are exempt from this Agreement. Nothing shall prevent the Employer

from continuing to have work performed for MESSA, that it customarily has had performed by outside personnel. The Employer further agrees that they will not contract out jobs which would result in the layoff of any bargaining unit member qualified to perform the work so contracted.

- B. Temporary employees are those people employed on an hourly wage basis to:
1. Fill a temporary vacancy due to a bargaining unit member being on a leave or trial period for which this Agreement provides the right to return to his/her position pursuant to Article 6.
  2. Fill a temporary vacancy for the duration of a special project or task not to exceed one year unless the Union agrees to extend this one year restriction in writing.  
  
For special projects or tasks, the Employer agrees to:
    - a. Notify the union
    - b. Describe the special project or task.
    - c. Indicate the anticipated duration of the special project or task.
  3. Help during peak load periods not to exceed 120 working days.
- C. The Employer agrees that when practical, for short term work, bargaining unit members within the supervisory area shall be offered overtime prior to the Employer hiring a temporary employee.
- D. These employees shall not be utilized in any one (1) position during any twelve (12) month period for more than ninety (90) working days, except as defined in Section 15.5 B above, when the position has been posted and no minimally qualified bargaining unit member applied pursuant to Article 6.5.E.

## **15.6 Negotiation Procedure**

Prior to ninety (90) days of the date on which this Agreement terminates, the USO shall initiate bargaining by delivering a letter to the Director of Human Resources announcing its intention to negotiate a successor Agreement. The first bargaining date shall be established by mutual agreement.

## **15.7 Full Commitment of Parties**

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

## **15.8 Separability**

Upon determination by a governmental agency and/or a court of competent jurisdiction that the financial tax status of the Employer is in jeopardy by this Agreement, the Employer shall immediately negotiate with the USO to attempt, in good faith, to resolve said problem through modification of this Agreement.

## **ARTICLE 16 - MEMBER EVALUATION**

### **16.1 Timely and Objective Evaluation**

The parties agree that the timely and objective evaluation of the work performance of bargaining unit members is a valuable and necessary activity for both Employer and bargaining unit member. Its purpose is to aid the bargaining unit member in maintaining and improving job performance and provides a performance history in the official records. The suspected abuse of any rights conferred by this Agreement shall be brought to the attention of the bargaining unit member in a timely manner prior to its inclusion in the evaluation process. The performance of each bargaining unit member shall be evaluated in writing in accordance with the provisions of this article and shall be placed in the bargaining unit member's personnel file within two (2) weeks after the completion of the interview.

### **16.2 Timing of Evaluations**

Probationary bargaining unit members shall be provided with an informal evaluation and a written summary of same at the midpoint of the probationary period and shall be evaluated on or before the expiration of their probationary period. Thereafter, each bargaining unit member shall be evaluated within thirty (30) working days of his/her anniversary date of employment. Once an annual evaluation or an interim evaluation is completed, circumstances which were known to the evaluator prior to that time, and which are not covered in that evaluation, shall not be included in any later annual evaluation or interim evaluation.

### **16.3 Evaluation Discussion**

Performance evaluations must be discussed thoroughly with each bargaining unit member before they are to be included in the bargaining unit member's personnel file and shall bear both the signature of the immediate supervisor and the bargaining unit member. A bargaining unit member's signature on his/her evaluation will not necessarily constitute his/her approval, but is merely an indication that he/she is completely familiar with the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may offer written comments which shall be placed in the file with the evaluation.

In subsequent evaluations, failure to comment on a previously identified deficiency shall indicate that the deficiency was corrected. An appeal procedure of the evaluation shall be available to all members through the manager to whom the member's supervisor reports.

#### **16.4 Evaluator**

- A. The evaluator shall be the immediate supervisor or management designee.
- B. The name of the evaluator shall be provided to each member in writing upon hiring or as otherwise necessary.
- C. Each member shall receive appropriate forms from the evaluator.

#### **16.5 Interim Evaluations**

- A. Interim evaluations may be conducted at any time upon 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.
- B. The member shall have not less than one (1) month nor more than six (6) 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, the evaluation shall be removed from the personnel file.

#### **16.6 Performance Evaluation Form**

The performance evaluation form is attached to this agreement as Appendix D.

#### **16.7 Employee Discussion Worksheet (Appendix E)**

- A. This worksheet is voluntary and may be used by the member for a discussion with his/her evaluator. It shall not be included in the bargaining unit member's personnel file. The 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.
- B. The completed worksheet may be retained for the member's personal use only, or if so chosen, returned to the evaluator a few working days prior to the discussion.
- C. 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 evaluation.

#### **16.8 Trial Period Evaluation**

Each bargaining unit member shall be provided with a conference and a written statement concerning his/her job performance immediately prior to the end of his/her trial period. Bargaining unit members in trial periods shall be provided with an informal evaluation and a summary of same at the midpoint of the trial period. If at any time during a trial period the Employer becomes aware that a bargaining unit member needs to improve in a given area, the Employer will notify the bargaining unit member of deficiencies and state the necessary improvements.

## **16.9 Personnel Record**

- A. Bargaining unit members shall have access to their official personnel files, which are maintained in the Human Resources Department, and may review all materials therein except letters of recommendation preceding their employment. Bargaining unit members shall receive copies of any disciplinary 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 bargaining unit 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. All materials regarding disciplinary action shall be retained in a bargaining unit member's personnel file for a maximum of two (2) years from the last corrective and/or disciplinary action of a reasonably related nature.
- D. Beginning September 1, 1986, each file shall contain a record indicating who has reviewed it, the date reviewed and the reason for such review.

## **16.10 Electronic Monitoring**

There will be no electronic monitoring of employee performance without the employee's knowledge.

## **ARTICLE 17 –PAID LEAVES**

### **17.1 Paid Holidays**

The following shall be paid holidays with employees receiving eight (8) hours of holiday pay for each holiday.

- A. Annual Holidays

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.

Labor Day  
Thanksgiving Day and the day following  
Martin Luther King Jr.'s Birthday  
Spring holiday (April 14, 2017, March 30, 2018)  
Memorial Day  
Independence Day

Any other day established by an act of the Executive Director of the Employer announcing such day.

**B. Floating Holiday**

Each bargaining unit member shall be entitled to one (1) floating holiday per contract year.

Floating holidays will be allowed, one per supervisory area per day.

A floating holiday may be requested up to one (1) year but not less than seventy-two (72) hours in advance. If more than one request is received on the same day for the same floating holiday in the same area, the senior bargaining unit member's request shall be approved.

Bargaining unit members may extend the eight (8) hour floating holiday to ten (10) hours by using accumulated leave.

Once a floating holiday is approved, then subsequently cancelled, the bargaining unit member may not submit another request for that same day which was previously cancelled.

**17.2 Breaks**

The following shall be considered a break with pay:

Winter holiday beginning December 21, 2017, at the end of the scheduled workday and ending January 2, 2018, at the beginning of the scheduled workday.

Winter holiday beginning December 21, 2018, at the end of the scheduled workday and ending January 2, 2019, at the beginning of the scheduled workday.

**17.3 Vacation Requests**

- A. During the months of May, June, July, August and September bargaining unit members may request up to the following of the maximum allowed vacation as stated in Section 17.14 below:

<u>During Year</u>	<u>Maximum Days Allowed</u>
1-10	15 days (120 hours)
11-15	18 days (144 hours)
16+	21 days (168 hours)

Between February 1 and February 10, bargaining unit members may request one (1) vacation (consecutive work days), a minimum of one (1) work day up to the number of days allowable in Section 17.3.A above. The following scheduling procedure will be used.

Each supervisor will distribute a calendar for these months along with the vacation request form to the most senior bargaining unit member in his/her supervisory area. This bargaining unit member will make a vacation request, completing the vacation request form. The calendar and the completed form will be returned to the supervisor for approval or denial. Once the request has been approved, the approved vacation request form will be given to that employee and the approved vacation will be registered on the calendar. The calendar with a vacation request form shall then be given to the next most senior bargaining unit member, and the procedure shall continue until all bargaining unit members within a supervisory area have been given the opportunity to select a vacation.

The Employer will approve vacation based on seniority consistent with staffing needs within each supervisory area.

Between February 10 and February 20, requests for additional vacation time(s) during the months of May, June, July, August and September may be made by following the procedure above.

The Employer will post the vacation schedule no later than May 1. All changes made once the calendar has been established must be submitted to the supervisor in writing.

- B. Requests for vacations other than May through September are subject to a minimum of one (1) scheduled working day (four [4] hours) and a maximum of fifteen (15) consecutive working days including holidays. Such request will be either:

Submitted in writing ninety (90) calendar days prior to the date(s) requested, considered according to seniority consistent with staffing needs of the Employer within each supervisory area, responded to within ten (10) working days. When the ninetieth (90<sup>th</sup>) calendar day falls on a nonworking day, such as a weekend or holiday, the next workday following the ninetieth (90<sup>th</sup>) day will be used as the deadline for vacation requests to be considered by seniority; or

Will be submitted less than ninety (90) calendar days prior to the date(s) requested, considered on the basis of first submitted consistent with the staffing needs of the Employer within each supervisory area and responded to not later than ten (10)



working days after receipt of request unless the request is for less than twenty (20) days from the date submitted, in which case, the response shall be within five (5) working days.

#### **17.4 Advance Payment of Wages**

The Employer may, in its sole discretion not subject to the grievance procedure, make advance payment of wages due to unique and unusual circumstances.

#### **17.5 Building/Office Official Closing Time**

Building closing time shall not be debited against vacation leave, sick leave, personal leave or accumulated leave when the office is officially closed.

#### **17.6 Minimum Vacation Leave**

Minimum time debited for vacation leave shall be four (4) hours per day except as provided for in Article 22.4 and Section 17.1 B.

#### **17.7 No Vacation in First 90 Working Days of Employment**

Unless included in the conditions of employment, no vacation leave shall be granted during the first ninety (90) working days of employment.

#### **17.8 Worker's Compensation**

- A. Due to a work-related injury or illness resulting in Worker's Compensation payment(s) the Employer shall pay the difference between the bargaining unit member's normal wages and Worker's Compensation payment(s) in all compensable cases not to exceed six (6) months per compensable claim. None of these days shall be charged against the bargaining unit member's accumulated leave time nor shall any leave time accrue to the bargaining unit member during this six (6) month period.

If the bargaining unit member is still disabled and unable to return to active duty at the end of this six (6) month period, he/she shall be placed on an involuntary unpaid leave of absence (Article 18.2). However, when placed on such leave, the bargaining unit member's accumulated leave time shall be frozen until he/she returns to work or until termination of employment. If termination occurs, leave time will be paid out at one hundred percent (100%).

- B. If a bargaining unit member sustains an injury requiring immediate (same day) medical treatment while performing assigned job duties, the Employer shall pay the bargaining unit member's normal wages beginning the first day of disability as verified by a licensed physician for a period not to exceed seven (7) days. If the injury becomes compensable under Worker's Compensation, Section 17. 8.A above

shall apply. None of these days shall be charged against the bargaining unit member's accumulated leave time.

### **17.9 Doctor's Statement**

With advance notice and for good reason, the Employer may require the submission of a doctor's statement verifying a bargaining unit member's disability and may withhold accumulated leave time payment, if such requested statement is not submitted or if such statement does not provide sufficient justification for missing work. The Employer shall pay any expense for such examination.

The Employer agrees to abide by the provisions of the Family Medical Leave Act and the Americans with Disabilities Act for disabled employees.

### **17.10 Bereavement Leave**

A bargaining unit member shall be allowed up to a maximum of five (5) working days without loss of pay for a death in the immediate family of the member provided the member attends the funeral or attends to bereavement responsibilities. Immediate family shall mean husband, wife, child (including adopted and step-children), grandparent, parent (including step-parents), brother, sister (including step-brother and step-sister), mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild and legal residents of the member's home.

One (1) day of bereavement leave shall be approved to attend the funeral of a member's other relatives. An additional two (2) working days may be approved subject to the information provided with the request such as location and other details.

A day of bereavement shall be equivalent to the number of hours scheduled for the bargaining unit member for that day. However, in cases where five (5) working days of bereavement are requested, the total number of hours of bereavement shall not exceed forty (40) hours.

In the event an employee dies, staff will be excused to attend the funeral without having to use leave time or schedule adjustment. If a member of an employee's family dies, the employee will be granted bereavement leave as stated above. Other employees wishing to attend services may do so and use either leave time or schedule adjustment for the time absent from work.

Employees must submit a bereavement leave form to the Human Resources department.

### **17.11 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.

#### **17.12 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.

#### **17.13 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.

#### **17.14 Leave Time**

- A. All bargaining unit members shall accrue paid leave time at the end of each pay period providing the employee works or is on paid leave for eighty (80) normal working hours. For time less than eighty (80) hours, accrued leave time shall be prorated. No bargaining unit member will be given paid leave time until such leave time has been accumulated.

#### **Earned Paid Leave Time Schedule Per Pay Period Effective until December 31, 2017**

<b>During Year</b>	<b>Per Pay Period</b>	<b>Earned Hours Annually</b>
1	8.62	224
2	8.92	232
3	9.23	240
4	9.54	248
5	9.85	256
6	10.15	264
7	10.46	272
8	10.77	280
9	11.07	288
10	11.38	296
11	11.69	304
12	12.00	312
13	12.31	320
14	12.62	328

15	12.92	336
16	13.23	344
17	13.54	352
18	13.85	360
19	14.15	368
20	14.46	376

**Earned Paid Leave Time Schedule  
Per Pay Period  
Effective January 1, 2018**

During Year	Per Pay Period	Earned Hours Annually
1	7.08	184
2	7.39	192
3	7.69	200
4	8.00	208
5	8.31	216
6	8.62	224
7	8.92	232
8	9.23	240
9	9.54	248
10	9.85	256
11	10.15	264
12	10.46	272
13	10.77	280
14	11.07	288
15	11.38	296
16	11.69	304
17	12.00	312
18	12.31	320
19	12.62	328
20	12.92	336

*Leave time banks will be tracked, recorded, and reported using two (2) decimal places.*

- B. The following absences due to illness or emergency will be paid from the bargaining unit member's accumulated leave.

Absences 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.

Absences shall be allowed for illness or injury to a member.

Absences shall be allowed 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/or legal dependents); up to five (5) days of accumulated leave shall be allowed per incident. Up to two (2) days shall be allowed for grandparents and spouse's grandparents. One (1) day may be requested for any other relative. Upon request, up to two (2) additional days may be authorized for necessary travel.

Bargaining unit members will be entitled to twenty-four (24) hours of their accumulated leave time per contract year to use for short-term personal absences. The minimum amount of time that may be used is one (1) hour. Time will be deducted in fifteen (15) minute blocks thereafter. The use of such time requires the prior approval of the supervisor. Bargaining unit members may elect to use one day (8 hours) of this time for personal absences with seventy-two (72) hours prior approval of the immediate supervisor. Such approval shall not be unreasonably denied. When time is taken for a personal business day it may not be used for the purpose of vacation. If the bargaining unit member elects this option, his/her available vacation allotment as provided in 17.14.E, shall be reduced by one day (8 hours).

The use of such time requires the prior approval of the supervisor. Prior approval may be waived at the discretion of the supervisor in cases of emergency.

All other absences will be paid from the member's accumulated leave and deducted from the maximum allowable annual vacation time shown below. Deductions from paid leave will be made in quarter hour (1/4) increments.

- C. In case of any absence relating to the use of sick leave, the bargaining unit member will notify his/her immediate supervisor or the department sick line prior to the bargaining unit member's scheduled starting time as follows:

Notification prior to 8:00 a.m. (7:30 a.m. during summer hours): the bargaining unit member may call a designated number and leave a message.

Notification after 8:00 a.m. (7:30 a.m. during summer hours): the bargaining unit member will contact his/her immediate supervisor. If the immediate supervisor is unavailable, the bargaining unit member will contact the Human Resources Department to report the absence.

When, upon the advice of a physician, the bargaining unit member is to be off for more than a single (1) day, and if the supervisor is notified of the duration of the absence by means of the call set forth above, the bargaining unit member need not call each day. However, the bargaining unit member may for cause be required to provide written verification from the physician. It is expected that the bargaining unit member will return to work the day following the announced number of days

off; if not, the bargaining unit member must call in again according to the above provisions.

However, Building Engineers, Data Center Analysts, Switchboard Receptionists and Facility Services Technicians shall notify their immediate supervisors one-half (1/2) hour prior to their scheduled starting time.

- D. A bargaining unit member shall not be required to use more accumulated leave than necessary to complete the waiting period for short-term disability.

In the event a bargaining unit member on an extended illness uses his/her accumulated leave, meets the sixty (60) calendar day waiting period for long term disability insurance and still has accumulated leave remaining, he/she shall not be required to use the last five (5) days of accumulation in which case the days will be banked and restored upon return from leave.

Examples: A bargaining unit member with seventy (70) days of accumulated leave would be required to use at least sixty-five (65) accumulated leave days and could bank up to five (5) days.

A bargaining unit member with twenty (20) days of accumulated leave would be required to use all twenty (20) days and would not be permitted to bank any days.

- E. A bargaining unit member shall be permitted to use accumulated leave time for the purpose of vacation at the following rate:

<u>During Year</u>	<u>Vacation</u>
1-5	20 days (160 hours)
6-10	25 days (200 hours)
11-15	30 days (240 hours)
16 or more	35 days (280 hours)

provided, however, that no vacation shall be granted during the first ninety (90) working days of employment unless included in the conditions of employment. Requests for vacation shall be made in accordance with Section 17.3.

- F. As of the first day of the pay period which includes a member's employment anniversary date, all accumulated leave time exceeding 320 hours shall be paid to the bargaining unit member at the rate prevailing at the end of the year earned. Upon completion of fifteen (15) years of service, thus commencing with the sixteenth (16<sup>th</sup>) year, a bargaining unit members' leave time shall accumulate without limit.

### **17.15 Pay for Vacation Leave**

- A. All bargaining unit members who, as of the end of the first pay period in November, have at least eighty-eight (88) hours of accumulated leave accrued, shall be paid for accruals in excess of eighty (80) hours up to a maximum of twenty-four (24) hours at their current hourly rate of pay. Such leave paid shall be deducted from the bargaining unit members' accumulated leave accruals. Said payment shall be included with the first pay in December.
- B. The payment of these days as outlined above, at termination or retirement, shall be considered compensation for retirement purposes, but shall not extend service credit.

## **ARTICLE 18 - UNPAID LEAVES**

Bargaining unit members must inform Human Resources of any address changes during any type of leave allowed in Article 18.

### **18.1 Voluntary Unpaid Leave**

- A. Following one (1) year of employment, a bargaining unit member may request and, upon the approval of the Executive Director or his/her designee, 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) working days prior to the expiration of the leave.
- B. The definition of voluntary unpaid leave shall cover any areas not covered in Section 18.2 below. The Employer agrees to retain the position and wage level for the bargaining unit member who goes on voluntary unpaid leave for a period of up to six (6) months provided the Employer is able to retain the position through the use of temporary appointment pursuant to the provisions of Article 6.
- C. On a voluntary unpaid leave of more than six (6) months up to one (1) year or an approved extension resulting in a maximum leave period of two (2) years, no job rights shall be retained except that the bargaining unit member shall be assigned the first job opening with the Employer which becomes available for which the bargaining unit member is minimally qualified and applies, pursuant to the provisions of Article 6, which is equal to or lower than the classification held by the bargaining unit member at the outset of the leave.

### **18.2 Involuntary Unpaid Leaves**

- A. When due to illness or injury a bargaining unit member's absence extends beyond all accumulated leave time, the bargaining unit member must request in writing and shall be granted an involuntary unpaid leave of absence not to exceed the duration of the disability or one (1) year, whichever is shorter.
- B. The Employer agrees to retain the position and wage level for the bargaining unit member who goes on such unpaid leave for a period of up to one (1) year (or 365 days of disability accumulated in any twenty-four [24] consecutive month period) provided that the Employer is able to retain the position through the use of temporary appointment pursuant to the provisions of Article 6. If a maternity leave (Section 18.4) is complicated by sickness, this section shall apply to maternity leave.
- C. Two (2) one-year extensions resulting in a maximum leave period of three (3) years may be granted in cases of extended disability. On such extensions no job rights shall be retained except that the bargaining unit member shall be assigned to the first job opening which becomes available with the Employer for which the bargaining unit member is minimally qualified which is equal to or lower than the classification held by the bargaining unit member at the onset of the leave.

### **18.3 Return From Leave**

- A. Upon return from any leave provided for in Article 18, including any extensions, the bargaining unit member shall be placed on the step in the classification to which he/she has been assigned that most closely approximates the wage the bargaining unit member was earning at the outset of the leave.

Time on unpaid leave shall not count toward step advancement on the wage schedule.

If the bargaining unit member subsequently moves to a position in a higher classification, the step placement will correspond to the placement he/she would have achieved had he/she returned from leave to a position in the higher classification.

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

### **18.4 Maternity Leave**

- A. The period of disability resulting from a pregnancy shall be treated as any other disability per Article 17.9 or 17.14 and Section 18.2.



- B. Bargaining unit members may request and shall be granted a maternity leave following the period of disability, and said leave shall begin at the end of the certified period of disability.
- C. The Employer shall retain the position and wage level for the bargaining unit member who requests a leave of not more than six (6) months.
- D. A one (1) year extension resulting in a maximum leave period of two (2) years may be granted to the bargaining unit member subject to written application by the bargaining unit member and the approval of the Employer. On a maternity leave of more than six (6) months no job rights shall be retained except that the bargaining unit member shall be assigned the first job opening which becomes available for which the bargaining unit member is minimally qualified which is equal to or lower than the classification held by the bargaining unit member at the outset of the leave.

### **18.5 Adoption, Child Care and Guardian Leaves**

- A. Child care or guardian leaves shall be granted following written request from the bargaining unit member to the Human Resources Department and a confirming statement from the appropriate individual or agency. The bargaining unit 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.
- B. Adoption leave will be granted upon written request by the bargaining unit member.
  - 1. Use of Sick Leave: Up to six (6) weeks of sick leave may be used for the purpose of adoption. In the case that both parents work for MESSA, a total of six (6) weeks may be taken between the two parents. The balance of time on leave shall be without pay.
  - 2. Maximum of Leave: Leaves will be for a maximum of one (1) year from the start of the approved leave. Upon return from leave, the bargaining unit member shall be assigned to the same salary step as held at the beginning of such leave. A one (1) year extension may be granted subject to the application in writing by the bargaining unit member and the approval of the Employer.

### **18.6 Family Care Leave**

- A. A bargaining unit member shall be granted a family care leave of up to six (6) months to care for a family member (mother, father or any other dependent as defined by IRS and who is not provided for in Section 18.5 above) provided that the bargaining unit member submits a written request for such leave and provides a physician's statement verifying the necessity of such leave.
- B. The Employer shall retain the position and wage level for the bargaining unit member who requests a leave of not more than six (6) months.

## **18.7 Unpaid Military Leave**

The Employers will comply with Federal law as it relates to the mandatory rehiring of returning veterans and the granting of other benefits. A bargaining unit member who chooses work in the U. S. Armed Forces on a career basis and who is not otherwise compelled to enlist or remain in the service will not be given a military leave with accompanying rights to re-employment. Application for re-employment shall be made within ninety (90) calendar days from the date of discharge or within thirty-one (31) calendar days from the date of discharge from active reserve duty of six (6) months or less.

## **18.8 Verification of Disability**

- A. Any request for an unpaid leave or the extension of an unpaid leave due to an injury, illness or disability shall be accompanied by a licensed physician's certification of disability.
- B. No bargaining unit member will be allowed to return to active duty from an unpaid medical leave without a licensed physician's certification of his/her ability to perform all of his/her normal work responsibilities. However, the Employer will abide by the provisions of the Americans with Disabilities Act for disabled employees.
- C. If the Employer has cause to suspect abuse of the provisions in Sections 18.8.A and 18.8.B, it may obtain certification of disability from a physician of its choice. If abuse is found, the bargaining unit member will be subject to discipline per Article 13.2. The Employer shall pay the charge(s) for such an examination.
- D. Medical Exam
  - 1. Reports from an employee's physician shall be used in determining an employee's ability to report for duty after a serious health condition unless the Employer has cause to question those reports. Should the Employer have cause to require an employee to be examined by a physician of the Employer's choice, the Employer shall be responsible for all costs associated with such. The employee shall be returned to duty or shall be placed on administrative leave with full salary and benefits while the second opinion is being sought. The results of any such evaluation will be shared with the employee and shall not become part of the employee's personnel file. Should the physicians agree, the opinions shall be final and the employee shall be returned to duty in conformance with this Agreement.
  - 2. Further, should the employee and Employer physicians disagree, a third opinion shall be secured and the Employer shall be responsible for all costs associated with such. The employee shall be returned to duty or shall be continued on administrative leave with full salary and benefits while the third opinion is being sought. If the third opinion releases the employee for return to work, the Employer shall not charge any leave time accruals from

the date the employee was released to return to work by his/her physician. If the third opinion does not certify that the employee is able to return to work, then the employee will be placed on a medical leave immediately and shall have sick leave deducted from his/her accruals retroactive to the date the employee was released to return to work by his/her physician.

3. The results of any second or third opinion will be shared with the employee and shall not become part of the employee's personnel file.
4. The process for obtaining a third opinion shall be as follows:
  - a. The association and the Employer shall meet in an attempt to agree on a physician. If the parties cannot reach agreement during this meeting, then
  - b. The parties shall use a mutually agreed upon physician referral service to arrange for the third opinion.
5. The third opinion shall be final and the parties agree to accept the opinion regarding the employee's ability to return to work.
6. Nothing herein shall require the Employer to return an employee to work with restrictions that would prevent the employee from performing essential job functions.

## **18.9 MAXIMUM SERVICE CREDIT ACCRUAL**

Beginning August 1, 2015, all current and future plan participants may accrue a maximum of four (4) years of total service credit in the Staff Retirement Plan while on an approved unpaid leave, long-term disability, or layoff.

## **ARTICLE 19 - FRINGES**

### **19.1 Fringe Benefits**

The Employer shall provide without cost to the bargaining unit member the following fringe benefits:

- A. The Employer shall provide, without cost to the bargaining unit member, MESSA ABC Plan 1 for each bargaining unit member's entire family, and any other eligible dependents as defined by MESSA, and provide 80% of the annual deductible funding to the employee's "health equity" (HEQ) health savings accounts (HSA). In year one only of this agreement, the 80% funding will be in one lump sum. In the second year of this agreement, the Employer HSA funding shall be made in two (2) equal bi-annual amounts. The first contribution shall be made on the first payroll in January, and the second shall be made on the first payroll in August, except that

any employee hired after August 1 shall only receive the second Employer funding contribution (40% of the annual deductible amount). Effective December 31, 2017, sponsored dependents are no longer eligible for Employer paid coverage.

- B. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.
- C. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by federal law.
- D. In addition, the Employer shall provide the option for employees to choose MESSA Choices coverage in lieu of the ABC plan with an annual Employer funding amount equivalent to the amount paid for premium and HSA payments for the ABC plan. If there is additional cost needed to cover the premium for the Choices plan, employees will pay the “average” rate difference for the renewal premiums of the combined companies of MEA, MEA-FS and MESSA.

If employees elect the MESSA Choices coverage in lieu of the ABC plan, they can choose one of the following options:

- 1. Choices plan with Saver RX prescription drug card, a \$20 office visit co-pay and \$300/\$600 deductible.
- 2. Choices plan with SAVER RX prescription drug card, a \$20 office visit co-pay and \$500/\$1000 deductible.

Beginning January 1, 2018, the RX plan for the ABC plan and Choices \$500/\$1000 plan will include the MESSA mandatory mail rider.

MESSA Limited Medicare Supplement and Medicare premiums shall be paid on behalf of the bargaining unit member, spouse, and/or eligible dependents eligible for Medicare, including sponsored dependents if the bargaining unit member elects this coverage in lieu of health insurance. The benefit shall include the hearing aid rider. As of December 31, 2017, the plan will no longer pay premiums for sponsored dependents.

Any employee premium contributions required of members who enroll in the Choices plan will be payroll deducted in equal amounts, from the first two pay periods of each month, through a qualified section 125 plan and, as such, will not be subject to withholding. The employer’s “qualified section 125 plan” shall also include any and all of the provisions necessary for pre-tax contributions to employee’s HSA accounts administered through HEQ. Employees may elect any MESSA medical plan offered above during each annual open enrollment period.

Effective December 31, 2017, sponsored dependents are no longer eligible for employer paid coverage.

- E. Bargaining unit members not electing health insurance coverage may apply up to the amount of the ABC plan 1 single subscriber premium toward the purchase of any MESSA/MEA-Financial Services nontaxable variable options and/or cash. Any amounts exceeding the Employer subsidy shall be payroll deducted.
- F. Regardless of an employee's annual health insurance election and/or the plan they are enrolled in at the time, any member who retires and elects the health benefits contained in this article shall have the option of electing the MESSA ABC Plan 1 or existing Choices plan. Retirees who elect ABC Plan 1 shall have no employer contributions made to any health savings account upon initiation of their retirement. Retirees who elect the Choices plan shall have their annual cost-sharing amounts frozen (for the entire duration of their retirement until LMS coverage begins) at the same annual rate that existed upon initiating their retirement, for both themselves and any and all beneficiaries. Once LMS coverage begins, there shall be no retiree premium contribution. The annual premium costs for retirees electing the Choices plan, if any, shall be deducted from the retiree's pension payments in equivalent monthly amounts.
- G. The Employer shall provide to each bargaining unit member, without cost to the bargaining unit member, group term life insurance protection in the amount of twice the bargaining unit member's annual salary plus twice the bargaining unit member's annual salary, Group Accidental Death and Dismemberment that will be paid to the bargaining unit member's designated beneficiary.
- H. Bargaining unit members shall be provided \$22,500 MESSA Negotiated Group Dependent Life for the bargaining unit member's spouse and \$11,250 for each eligible dependent child.
- I. MESSA-PAK

The Employer may offer any or all of the benefits described in this article for current bargaining unit members and/or retirees through a MESSA-PAK. However, in this event, individuals eligible to purchase benefits because of either COBRA or contract rights shall have the right to purchase health, dental, and vision described in this article at the lowest possible group rate, on the non-PAK (non-blended) basis.

- J. MESSA Negotiated VSP 3 Plus Platinum, including internal and external coordination of benefits for all bargaining unit members and their entire family and any other eligible dependents as defined by MESSA. The plan year shall be July 1 through June 30 each year.

- K. The Employer shall provide, without cost to the bargaining unit member and their eligible dependents as defined by MESSA, the MESSA/dental Plan which includes:

Class I	100%
Class II	90%
Class III	90%
Class IV	90%

The policy year maximum for Classes I, II and III combined shall be \$3,000 and the lifetime maximum for orthodontics shall be paid at the Usual Customary and Reasonable (UCR) rates as defined by MESSA.

The plan year shall be July 1 through June 30 each year.

The Plan includes the following riders:

Adult orthodontic rider – paid at the Usual Customary and Reasonable (UCR) rates as defined by MESSA.  
Internal and External Coordination of Benefits (COB)  
Sealants  
Four (4) cleanings every twelve (12) months

- L. The Employer shall provide \$42.00 per month miscellaneous subsidy to be used toward the purchase of MESSA/MEA-Financial Services nontaxable variable options and/or cash.
- M. Employee Travel Accident Insurance shall be provided for bargaining unit members in the amount of \$100,000 for loss of life and a maximum of \$2,000 for medical and hospitalization charges.
- N. The Employer agrees to continue Negotiated Group LTD, Life, Dependent Life, AD&D, vision, dental Plan and the MESSA major medical plan in force at the time of the unpaid medical leave for the length of the certified medical leave or a period of six (6) months, whichever is shorter.

If and when the bargaining unit member becomes eligible for long term disability benefits, the continuation of health insurance benefits shall be "paid" by the waiver of premium provision included in the long term disability policy for the maximum period of time allowed under the policy, after which the Employer shall resume payment of the premium to a maximum of six (6) months pursuant to the above.

- O. The Employer shall be responsible for providing insurance information including application. The annual open enrollment period shall be the months of July and October.

## 19.2 Long Term Disability Insurance

The Employer shall provide, without cost to the bargaining unit member, MESSA Long Term Disability Insurance as described below:

- A. Benefits shall begin after termination of the bargaining unit member's own paid sick leave or after sixty (60) 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 seventy percent (70%) of the bargaining unit member's annual wage/salary up to a maximum of an amount sufficient to cover the maximum salary.
- C. For a disability that commences prior to age sixty-one (61) that is a continuous disability, benefits shall continue for the duration of disability up to age sixty-five (65). For a disability that (1) commences at age sixty-one (61) or after, or (2) a recurrent disability (after six (6) months return to work) that commences at age sixty-one (61) or after, benefits are payable for five (5) years or until age seventy (70), whichever occurs first.
- D. The LTD Plan shall also include any of the following features:
  - 1. "Rehab": If a disabled bargaining unit member can work part-time as rehabilitation, only fifty percent (50%) of his/her wage/salary shall be subtracted (offset) from his/her disability benefit.
  - 2. No Pre-Existing Conditions or Eligibility Waiting Period: The pre-existing conditions limitation shall be waived so that a bargaining unit member shall be covered immediately for medical conditions existing prior to the effective date of the coverage. Each bargaining unit member must fulfill the "at work" requirement before coverage goes into effect, however, there shall be no other eligibility waiting period before coverage is in effect.
  - 3. Maternity Benefits: Pregnancy-related disability shall be covered as any other disability.
  - 4. 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.
  - 5. Two Year Own Occupation: "Total Disability" means that during the first two (2) years of disability the bargaining unit member is unable to perform any of the duties of his/her regular occupation. The two (2) year period begins from the date the waiting period is satisfied.

6. 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.
7. Termination of Insurance: Termination of the LTD plan shall not affect any claim established prior to the termination. This provision shall include a bargaining unit member who is in the process of satisfying his/her waiting period.
8. No Exclusion on Alcoholism and Drug Abuse: Alcoholism and drug abuse conditions shall be covered as any other disability.
9. No Exclusion on Mental/Nervous Conditions: Mental/nervous conditions shall be covered as any other disability.
10. Social Security Freeze: Future increases in Social Security benefits shall not be subtracted (offset) from a disabled bargaining unit member's benefits.
11. Cost of Living: As provided by the Plan Certificate, a bargaining unit member's benefits 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.
12. Primary Social Security Benefits Offset Only: Only those Social Security benefits that the bargaining unit member is eligible to receive because of the bargaining unit member's disability or age shall be subtracted (offset) from the bargaining unit member's benefits provided in this LTD Plan.

### **19.3 Effective Date**

The MESSA Group Vision Care, Group Long Term Disability Plans, Dental Plan, and all other plans and benefits listed above are in effect on the date of active employment.

### **19.4 Educational Assistance**

- A. Bargaining unit members shall be eligible for registration costs, travel expenses and full pay to attend seminars which are related to employment if given prior approval by the management supervisor and the director of personnel.
- B. Upon request to the appropriate Human Resources Director, a listing of participants of the continuing education benefit and the benefits received shall be made available to the affiliate President up to four (4) times per year.
- C. Under the following circumstances, bargaining unit members shall receive reimbursement for tuition and books for classes taken:



1. The request must be submitted to their immediate supervisor and approved by the appropriate Human Resources Director prior to the first class session.
2. The class content has to have direct relevancy to the work of MESSA.
3. The bargaining unit member completes the class with a grade point of 2.0 or higher.

No reimbursement will be approved for a repeated class except with written approval of the bargaining unit member's supervisor. Class and study time must be outside the bargaining unit member's normal work hours.

## **19.5 Benefits Into Retirement**

- A. For all bargaining unit members who retire between September 1, 1983, and September 1, 1992, and who satisfy the requirements listed below, the Employer will provide MESSA Super Care 2 major medical plan, dental insurance and vision insurance for the member, his/her spouse and dependent children. 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 immediately 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/MEA-Financial Services Staff Retirement Plan and Trust.
- B. For each member who retired prior to September 1, 1983, and who satisfies the requirements listed above (Section 19.5. A 1, 2, 3), the Employer will provide MESSA Super Care 2, dental insurance and vision insurance pursuant to the provisions of Sections 19.16 and 19.17 of the 1989-92 labor agreement.
- C. For all bargaining unit members who retire between September 1, 1992, and September 1, 1996, the Employer shall provide, without cost to the bargaining unit member, the fringe benefits listed below, provided they satisfy the requirements listed below:
  1. Eligibility Requirements:
    - a. The member is actively employed full time at the time of retirement.
    - b. The member is employed full time for at least ten (10) consecutive years after age forty-five (45) except they shall be eligible if:

- (1) The member retires with thirty (30) or more years of service credit regardless of age, or
    - (2) The member takes a disability retirement, or
    - (3) The member retires at age sixty (60) or older and has been employed for at least the previous five (5) consecutive years.
    - (4) The above requirement (b) is waived and/or modified by a job share or part-time employment agreement approved by the parties.
  2. Eligible bargaining unit members shall receive the following fringe benefits:
    - a. Health insurance pursuant to Section 19.1 A of the 1992-96 labor agreement.
    - b. Dental insurance pursuant to Section 19.1 G of the 1992-96 labor agreement except for the orthodontic and sealant coverage.
    - c. Vision insurance pursuant to Section 19.1 F of the 1992-96 labor agreement.
  3. The parties will implement an option plan(s) to the benefits listed in paragraph 2 above which shall be approximately fifty percent (50%) or more of the benefit premium(s) or other mutually agreeable option plan.
- D. For all bargaining unit members who retire on September 1, 1996, through December 31, 2007, the Employer shall provide, without cost to the bargaining unit member, the fringe benefits listed in Section 19.5 D.2 below, provided they satisfy the requirements listed in Section 19.5 D.1 below.
1. Eligibility Requirements:
    - a. The member is actively employed by the MEA, MEA-Financial Services, or MESSA full time at the time of retirement.
    - b. For bargaining unit members hired on or after September 1, 1992, the member is employed full time for at least ten (10) consecutive years (which shall include any time spent on layoff and/or approved leave) after age forty-five (45) except they shall be eligible if:
      - (1) The member retires with thirty (30) or more years of service credit regardless of age, or
      - (2) The member takes a disability retirement, or

- (3) The member retires at age sixty (60) or older and has been employed for at least the previous five (5) consecutive years and was hired before September 20, 1996.
  2. Eligible bargaining unit members shall receive the following fringe benefits:
    - a. Health insurance pursuant to Section 19.1 A of the 1996-2007 Labor Agreement.
    - b. Dental insurance pursuant to Section 19.1 G of the 1996-2007 Labor Agreement except for the orthodontic and sealant coverage.
    - c. Vision insurance pursuant to Section 19.1 F of the 1996-2007 Labor Agreement.
  3. Instead of choosing health and/or dental and/or vision coverage, a retiree retiring after August 31, 1996, may elect to receive a subsidy allowance equal to one-half (1/2) of the premium for health and/or dental and/or vision, provided that the amount due for health coverage shall not exceed the single subscriber amount.
- E. For all bargaining unit members who were employed on August 31, 2007, who retire on January 1, 2008 or later and who have fifteen (15) or more years of service (not including purchased service, service grants or voluntary unpaid leave) on January 1, 2008, the Employer shall provide without cost to the bargaining unit member, the fringe benefits listed in Section 19.5 E.2 below, provided they satisfy the requirements listed in Section 19.5 E.1 below:
1. Eligibility requirements:
    - a. The member is actively employed full-time at the time of retirement.
    - b. For bargaining unit members hired on or after September 1, 1992, the member is employed full-time for at least ten (10) consecutive years (which shall include any time spent on layoff pursuant to Article 10 if this agreement and/or approved leave) after age forty-five (45) except the member shall be eligible if:
      - (1) The member retires with thirty (30) or more years of service credit regardless of age, or
      - (2) The member takes a disability retirement.
  2. Eligible bargaining unit members shall receive the following fringe benefits:

- a. Health insurance pursuant to Section 19.1 of the 2017-2018 Labor Agreement.
    - b. Dental insurance pursuant to Section 19.1.K of the 2017-2018 Labor Agreement except for the orthodontic and sealant coverage.
    - c. Vision insurance pursuant to Section 19.1.J of the 2017-2018 Labor Agreement.
  - 3. Instead of choosing health and/or dental and/or vision coverage, a retiree may elect to receive a subsidy allowance equal to one-half (1/2) of the premium for health and/or dental and/or vision, provided that the amount due for health coverage shall not exceed the single subscriber amount. Effective thirty (30) days after ratification, there will be no cash-in-lieu option for retirees.
- F. For all bargaining unit members who were employed on August 31, 2007, who retire on or after January 1, 2008, and who have less than fifteen (15) years of service (not including purchased service, service grants or voluntary unpaid leave) on January 1, 2008, the Employer shall provide without cost to the bargaining unit member upon his/her retirement from the Employer, fringe benefits listed in Section 19.5 F.2 below, provided they satisfy the requirements listed in Section 19.5 F.1 below:
- 1. Eligibility requirements:
    - a. The member is actively employed full-time at the time of retirement.
    - b. The member is employed full-time for at least fifteen (15) consecutive years (which shall include any time spent on layoff pursuant to Article 10 of this agreement and/or approved leave) after age forty-five (45), except the member shall be eligible if:
      - (1) The member takes a disability retirement, or
      - (2) The member retires with thirty (30) years or more of service credit in the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust, in which case the member may retire prior to age sixty (60) and begin receiving the benefits in Section 19.5 F.2 below in the month in which he/she reaches age sixty (60), or
      - (3) The member shall be eligible for fringe benefits into retirement under the terms of Section 19.5 F.2 below, if on January 1, 2008, the member was within ten (10) years of qualifying for a pension under the MEA/MESSA/MEA-

Financial Services Staff Retirement Plan and Trust and is employed full-time for at least ten (10) consecutive years (which shall include any time spent on layoff pursuant to Article 10 of this agreement and/or approved leave) after age forty-five (45), or

(4) The member shall be eligible for fringe benefits into retirement under the terms of Section 19.5 F.2 below, if on January 1, 2008, the member was a vested member of the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust and is employed full-time for at least ten (10) consecutive years (which shall include any time spent on layoff pursuant to Article 10 of this agreement and/or approved leave) after age forty-five (45), or

(5) The member shall be eligible for fringe benefits into retirement under the terms of Section 19.5 F.2 below, if the member worked a total of thirty (30) years (not including purchased service, service grants or voluntary unpaid leave) for one or more of the participating employers prior to retirement, in which case the member may retire prior to age fifty-five (55) and begin receiving the benefits in Section 19.5 F.2 below in the month in which he/she reaches age fifty-five (55).

C. Once the Staff Retirement Plan becomes ninety percent (90%) funded, the eligibility of the employees covered by (F) will be covered by (E) thereafter. The funded status shall be based on the last annual valuation of the Staff Retirement Plan prepared by the plan actuary.

2. Eligible bargaining unit members shall receive the following fringe benefits:

a. Health insurance pursuant to Section 19.1 of the 2017-2018 Labor Agreement.

b. Dental insurance pursuant to Section 19.1.K of the 2017-2018 Labor Agreement except for the orthodontic and sealant coverage.

c. Vision insurance pursuant to Section 19.1.J of the 2017-2018 Labor Agreement.

3. Instead of choosing health and/or dental and/or vision coverage, a retiree may elect to receive a subsidy allowance equal to one-half (1/2) of the premium for health and/or dental and/or vision, provided that the amount

due for health coverage shall not exceed the single subscriber amount. Effective thirty (30) days after ratification, there will be no cash-in-lieu option for retirees.

- G. For all bargaining unit members who are hired after August 31, 2007, the employer shall provide to the bargaining unit member upon his/her retirement from the employer, the fringe benefits listed in Section 19.5 G.2 below, provided they satisfy the requirements listed in Section 19.5 G.1 below:

1. Eligibility requirements:

- a. The member is actively employed full-time at the time of retirement.
- b. The member is employed full-time for at least fifteen (15) consecutive years (which shall include any time spent on layoff pursuant to Article 10 of this agreement and/or approved leave) after age forty-five (45), except the member shall be eligible if:
  - (1) The member retires with thirty (30) years or more of service credit in the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust, in which case the member may retire prior to age sixty (60) and begin receiving the benefits in Section 19.5 G.2 below in the month which he/she reaches age sixty (60), or
  - (2) The member takes a disability retirement.

2. Eligible bargaining unit members shall receive the fringe benefits specified in A, B and C below, subject to the limitations listed in d and e below:

- a. Health insurance pursuant to Section 19.1 of the 2017-2018 Labor Agreement, as modified by D below.
- b. Dental insurance pursuant to Section 19.1.K of the 2017-2018 Labor Agreement except for the orthodontic and sealant coverage, as modified by D below.
- c. Vision insurance pursuant to Section 19.1.J of the 2017-2018 Labor Agreement, as modified by D below.
- d. Employees hired after August 31, 2007, who retire from the Employer who qualify for benefits under this sub-section (Section 19.5 G.2) shall continue to receive health, dental and vision insurance benefits in retirement, except the specific insurance plans shall be changed to be the same as the health, dental and vision insurance that is provided to active employees after the employee

retires, including but not limited to the same deductibles, co-pays and premium sharing costs as active employees have under such changed insurance and reimbursement for any out-of-pocket charges on the same basis as active employees.

- e. In lieu of the health, dental and vision benefits above, the Employer shall provide to employees hired after August 31, 2007, who subsequently retire a subsidy equal to twenty-five percent (25%) of the cost of the premium for health, dental and vision insurance benefits in sub-sections A through D above for which the retiree would be eligible if the following conditions are met:
  - (1) The retiree and the dependents and sponsored dependents of the retiree, as defined by MESSA, are eligible for health, dental and vision insurance benefits provided by the Michigan Public School Employees Retirement System (MPERS), and
  - (2) The retiree and dependents and sponsored dependents are eligible to receive the maximum subsidy toward these benefits from MPERS.
  - (3) If at any time the retiree and/or his/her dependents cease to be eligible for MPERS health, dental and vision benefits or for the maximum subsidy toward such benefits from MPERS, then the retiree and/or his/her dependents shall immediately receive the insurance coverage specified in a through d above.
- 3. Instead of choosing health and/or dental and/or vision coverage, a retiree may elect to receive a subsidy allowance equal to one-half of the premium for health and/or dental and/or vision, provided that the amount due for health coverage shall not exceed the single subscriber amount. Effective thirty (30) days after ratification, there will be no cash-in-lieu option for retirees.
- H. Effective August 1, 2015, newly hired retirement plan participants must be at least fifty-five (55) years of age prior to retirement.
- I. Effective August 1, 2015, a bargaining unit member may not accrue more than thirty-five (35) years of benefit service credit (exclusive of purchased service credit and universal service credit grants) in the staff retirement plan. Current plan participants may earn a maximum of an additional four (4) years of service credit beyond their current accumulation or up to thirty-five (35) years of earned service credit, whichever is greater.

- J. Upon the death of a retired bargaining unit member who satisfies the requirements listed above, the surviving spouse and his/her sponsored dependents and any other eligible dependents as defined by MESSA, shall continue to receive without cost to the surviving spouse the insurance protection of this section until the death of the surviving spouse. In lieu of the health insurance provided above, MESSA Limited Medicare Supplement (or its successor program) premiums and Medicare premiums shall be paid on behalf of the bargaining unit member and any and all other persons covered above that are eligible for Medicare.
- K. Those persons who are vested in the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust, but who terminate their employment with their Employer prior to age fifty-five (55) or prior to fulfilling the requirements of Article 4.01 of the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust, will not be eligible for the benefits provided by this section.

## **19.6 Death of a Bargaining Unit Member**

In the event a bargaining unit member dies, the Employer shall continue the payment of the premiums for health insurance for ninety-six (96) months for the surviving spouse and his/her sponsored dependents (which ends 12/31/2017) and any other eligible dependents as defined by MESSA. In addition, the Employer shall pay to the bargaining unit member's beneficiary an amount equal to the total per diem salary for the bargaining unit member for each day of accumulated vacation and personal days at the time of the death of the bargaining unit member.

If at the time of death of the bargaining unit member, the bargaining unit member would have been eligible by virtue of his/her age and vested credited service to receive a retirement allowance from the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust, then the surviving spouse and his/her sponsored dependents (which ends 12/31/2017) and any other eligible dependents as defined by MESSA shall continue to receive without cost to the spouse health, dental and vision insurance pursuant to Section 19.5 E, F, or G respectively, subject to the eligibility requirements of Section 19.5 E, F or G respectively, depending upon which of these sections would have applied had the deceased employee been retired at the time of death until the death of the surviving spouse. In lieu of the health insurance provided above, MESSA Limited Medicare Supplement (or its successor program) premiums and Medicare premiums shall be paid on behalf of the bargaining unit member and any and all other persons covered above that are eligible for Medicare.

## **19.7 Retirement**

- A. The MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust (The Plan) shall continue in full force and effect for the duration of this labor agreement. Any employee who retires from MEA, MESSA, or MEA-Financial Services will be treated as follows:
  - 1. The termination date shall be the last day worked.



2. Retirement benefits will begin the first day of the month following termination of employment.
  3. Unused vacation and/or personal leave time will be paid to the employee at termination. Unused vacation and/or personal time will be the balance of the amount of leave time that the employee may use for vacation and/or personal leave that year. Such leave time will be counted as hours worked for retirement plan purposes and included in the calculation of retirement benefits.
- B. All employees will contribute six percent (6.0%) of their compensation (as defined by the Plan) effective on the paycheck following the ratification for all bargaining unit members of the MEA Board of Directors to the Plan.

C. Minimum Contributions of Employers for Retiree Benefits

The Unions agree that bargaining unit members will make contributions to the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust because the Employers have agreed to fund retirement health as described below:

1. The Employers shall, at a minimum, make yearly contributions as required by law to the Staff Retirement Plan and Trust. The Employers will also endeavor to make yearly contributions to the Retiree Health Accumulation Fund with the goal of achieving eighty percent (80%) funding by the end of 2022.
2. The Employers recognize the need to fund the retiree health accumulation fund and will make an annual determination as to the appropriate contribution, if any, for that year taking into account the fund's funding status and other obligations of the Employers. The Employers shall have the right to determine the specific contribution to the fund each year, subject to the Union having the right to grieve the decision as an abuse of discretion.
3. On a yearly basis, the actuary shall report to the Employers and the Unions the status of retiree health funding.

## **19.8 Taxability of Benefits**

To the extent permitted by law, the Employer will administer the benefits provided under the terms of this contract on a tax-free basis to members of the bargaining unit.

## **19.9 Universal Service Credit**

Whenever a bargaining unit member who was hired prior to September 1, 2007, and has at least ten (10) years of service (not including purchased service, service grants or time spent on voluntary unpaid leave) as of January 1, 2008, terminates his/her employment and, at

the same time, is eligible to collect an annuity from the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust, that bargaining unit member shall be credited with additional years of Universal Service Credit as follows:

Years of Employment Completed with MEA, MESSA, MEA-FINANCIAL SERVICES and/or MEDNA	Year(s) of Universal Service Credit
At least 15 but less than 20	1
At least 20 but less than 25	2
25 or more	3

Whenever a bargaining unit member who was hired prior to September 1, 2007, and has less than ten (10) years of service (not including purchased service, service grants or time spent on voluntary unpaid leave) as of January 1, 2008, terminates his/her employment and, at the same time, is eligible to collect an annuity from the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust, that bargaining unit member shall be credited with one (1) year of universal service credit.

All service credit grants provided above are subject to eligibility requirements of the MEA/MESSA/MEA-Financial Services Staff Retirement Plan and Trust, Section 3.03.

Bargaining unit members hired after August 31, 2007, shall not be eligible for universal service credit.

## **ARTICLE 20 - TRAVEL EXPENSE**

### **20.1 Travel and Expense Reimbursement**

When a bargaining unit member is required to travel away from his/her regular worksite for assignments demanded in his/her job description other than conferences or training events, he/she shall be reimbursed as follows:

- A. Reasonable cost of necessary meals. A bargaining unit member shall take advantage of meals provided by the Employer when applying this section.
- B. Mileage at the rate established by the IRS when a bargaining unit member uses his/her personal automobile.
- C. Cost of lodging at locations selected by the Employer provided that the Employer shall use direct billing for such lodging whenever possible.
- D. Cost of common carrier if required by the Employer provided that the Employer shall use direct billing whenever possible.

- E. When away from the worksite requiring an overnight(s) stay away from home, the Employer shall reimburse the bargaining unit member for one call, not to exceed twenty (20) minutes, to his/her home per number of overnights required.

## **20.2 Travel and Expense Reimbursement for Assignments at an Employer-Sponsored Conference and/or Training Event**

When a bargaining unit member is required to travel away from his/her regular worksite for assignments at Employer conferences/training events, the following conditions shall apply:

### **A. Hours**

All bargaining unit members shall be paid for at least eight (8) hours for each full day of assignment away from their regular worksite.

Up to eight (8) hours of duty time shall be scheduled between the hours of 8:00 a.m. and 5:00 p.m. in no more than two (2) work periods, not including breaks and/or duty-free meal times, for each full day away from their regular worksite.

Bargaining unit members may, at their option, forego the two (2) fifteen-minute breaks normally provided for in Article 8, in which case their normal work day shall be seven and one-half (7 ½) hours.

Bargaining unit members shall be paid overtime for all hours worked in excess of eight (8) hours (seven and one-half (7 ½) if breaks are not taken).

### **B. Meals**

Bargaining unit members shall be reimbursed the reasonable cost of necessary meals. If a bargaining unit member is required to take advantage of meals provided by the Employer, said meal time shall be considered duty time.

Bargaining unit members voluntarily choosing to take advantage of Employer-provided meals or voluntarily choosing to attend Employer-sponsored events (receptions, mixers, conference events) shall not be compensated for said time, nor reimbursed for an alternative meal.

- C. Mileage, cost of lodging, cost of common carrier, and phone calls shall be pursuant to Section 20.1 B, C, D and E above.

## **ARTICLE 21 – STAFF DEVELOPMENT**

### **21.1 Training**

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 ongoing training of bargaining unit members shall be made available by the Employer for the bargaining unit members.

#### **A. Annual Training Days**

1. The parties hereby agree to create a joint work-related training committee. This committee shall be appointed annually and shall be comprised of a minimum of six (6) from management (two from each company) six (6) from USO (two each from ASO, SSA and FSA) and one (1) additional representative each from USO and management who shall be selected to serve as co-chairs of the committee.
2. The committee will plan the following year's program by October 1 of each year. There shall be a minimum of five to seven (5-7) training activities per year. It is intended that the trainings provided will be voluntary in nature and staff may participate with their supervisor's approval. Some of these training events may be required for some employees as determined by their supervisor. Some events may be limited to first-come, first-served basis on size of the group to be trained. It is expected that all bargaining unit members will be approved to attend at least one training event, of their preference, per year.

#### **B. Employer Required and Job Related Training**

Upon any change in a bargaining unit member's duties and/or responsibilities required by the Employer and/or its agents that require additional knowledge and skills, the Employer shall provide necessary training for such changed duties and/or responsibilities. Reasonable expenses shall be paid by the Employer. The bargaining unit member shall be released from work for travel time. In the event the Employer finds that this is not possible, the member shall be allowed overtime.

#### **C. Skill Enhancement Training**

The Employer shall make skill enhancement training available to bargaining unit members. This training shall be offered after normal working hours or on weekends. The Employer shall assume the cost of the trainer, materials and the facilities for the training. All other costs shall be borne by the bargaining unit members. Bargaining unit members shall have access to skill enhancement training upon submission of a request on a first-come, first-served basis.

The announcement of the skill enhancement training shall include the cost of the training materials. Any bargaining unit member who does not complete the course except for good cause shall reimburse the Employer for the cost of the training materials. There shall be no cost to bargaining unit members who have registered or begun the course should the Employer cancel the skill enhancement training prior to commencement or during the course.

D. Employer Sponsored Workshops and Conferences

Bargaining unit members may attend workshops or conferences provided by the Employer for their staff based upon Employer approval. Registration fees, lodging and meal expenses, if any, shall be paid by the bargaining unit member. The bargaining unit member shall use leave time for all hours of work missed.

## **21.2 Training Programs**

The Employer shall assist the Human Resources Department in the development of training programs with input from USO. These programs shall be geared to specialized areas for small groups of bargaining unit members or to job development needs for individual bargaining unit members.

# **ARTICLE 22 - EMERGENCY CLOSING**

## **22.1 Definition of Weather Conditions**

On any day that severe weather and hazardous driving conditions are such that it becomes dangerous for bargaining unit members to travel to the Headquarters building(s) or any of the area offices, the Executive Director(s) or his/her/their designee(s) shall announce office closings. The announcement shall be made through the employer alert system as soon as possible but at least forty-five (45) minutes prior to the building opening.

## **22.2 Office Closing Guidelines**

An office shall be closed under the following guidelines. Affected bargaining unit members will be excused from assigned duties but will be available to return to work if notified. Bargaining unit members whose assigned duties are not negatively impacted by the abnormal working conditions will remain at work and receive regular pay.

- A. A loss of heat permitting a building temperature to fall to sixty-five (65) degrees Fahrenheit for a period of two (2) hours.
- B. A loss of electrical power resulting in a loss of office lighting for one and one-half hours (90 minutes).
- C. A loss of air conditioning permitting a building temperature to rise to eighty-five (85) degrees Fahrenheit for a period of two (2) hours.

- D. The loss of water to the entire MEA Headquarters complex beyond one (1) hour resulting in the loss of available restroom facilities for a period of one (1) hour.

### **22.3 Hours Scheduled at Straight Pay**

The Employer agrees that in those cases covered above, the affected bargaining unit members shall be entitled to receive up to the number of hours scheduled for that day of straight time pay without any deduction from any accumulated leave time.

### **22.4 Unable to Report**

If the office is open but a bargaining unit member is unable to report for work because of weather related road conditions, the bargaining unit member shall receive pay for the day or the part of the day missed and, in those cases, the time missed shall be deducted from accumulated leave time in minimum increments of fifteen (15) minutes.

## **ARTICLE 23 - JOB SHARING**

### **23.1 Job Share Eligibility**

- A. Any job share shall require prior approval of the Employer. Such approval shall not be unreasonably withheld. The Employer may terminate the job share if the specific job share is ineffective or unsatisfactory in accomplishing the goals of the position being shared. No employee may share more than one (1) position, and the Employer shall not be required to add an additional work station because a job is shared.
- B. Job sharing is voluntary, requires the approval of both bargaining unit members, and both bargaining unit members must be qualified for the given position.

### **23.2 Establishing a Job Share**

- A. An incumbent bargaining unit member whose position will be job shared shall submit a request to the Employer to job share.
- B. The written request shall include:
  - 1. Name of the bargaining unit member who will share the job;
  - 2. Distribution of the fringe benefits;
  - 3. Requested effective date of the job share.
- C. Bargaining unit members who enter into a job share arrangement after September 1, 2007, shall be considered as working half-time in the job share arrangement, and shall earn one-half year for each year worked in the job share arrangement for the

purpose of qualifying for benefits under Article 19.5 of the collective bargaining agreement.

### **23.3 Compensation**

- A. The work schedule and fringe benefits shall be divided between the bargaining unit members as those bargaining unit members agree in writing, but shall not exceed the Employer's liability for hours and fringe benefits for a single bargaining unit member in that position. The parties shall agree in writing which position is being shared. The bargaining unit members job sharing shall be paid at the classification of the position being shared and at the appropriate salary step for each individual. If a job share participant has worked his/her regularly scheduled week and is required to work overtime on a Saturday or a holiday, he/she will be compensated at time and one-half for Saturday and at triple time for Sundays and holidays. Bargaining unit members job sharing may use payroll deductions to purchase additional fringe benefits (listed in Article 19) at group rates unless prohibited by the insurance underwriter, provided the payroll system can accommodate the additional deductions.
- B. A job share participant who works forty (40) hours per week (excluding overtime hours) for more than six (6) consecutive weeks shall receive full vacation, sick, personal and holiday pay. Within thirty (30) calendar days of qualifying for these additional benefits, the employee shall so notify the Human Resources Department in writing.

### **23.4 Job Share Terminations**

- A. Job share terminations by the Employer pursuant to Section 23.1 shall be handled as follows:
  - 1. The bargaining unit member whose job is being shared (the incumbent) shall resume full time status in the job.
  - 2. The bargaining unit member who was sharing the job shall be reassigned to a vacant position for which he/she is qualified, if available. If there is no vacant position available, the employee will be temporarily reassigned and will take the first position that becomes open for which he/she is qualified. If the temporary reassignment is necessary, the employee will be paid at the classification level of the terminated job share position.
- B. Termination of a job share may occur, other than stated in Section 23.1 above, only if there is a vacancy which one party to the job share fills through the normal bidding procedure or if one party leaves the employ of the Employer.
  - 1. Job share terminations due to the incumbent leaving the job share shall be handled as follows:

- a. If the bargaining unit member sharing the job with the incumbent came from the same job title or classification, the position shall be permanently filled by the remaining bargaining unit member to the job share without posting and filling pursuant to the provisions of Article 6.
  - b. If the bargaining unit member sharing the job with the incumbent came from a different job title or classification, he/she shall be reassigned to a vacant position for which he/she is qualified, if available. If there is no vacant position available, the employee will be temporarily reassigned and will take the first position that becomes open for which he/she is qualified. If the temporary reassignment is necessary, the employee will be paid at the classification level of the terminated job share position.
2. If the job share termination leaves the incumbent without a job share partner, the incumbent shall resume full-time status in the job.

### **23.5 Exceptions**

Not all jobs are conducive to job sharing. Failure to approve job share agreements for the following list shall not be deemed unreasonable: Secretary III, Building Engineer, and Programmer. Secretary I and Secretary II positions may be job shared at the sole discretion of the Employer and shall not be subject to the grievance procedure. In addition, probationary bargaining unit members and bargaining unit members in corrective action pursuant to Article 13.2 cannot job share. However, a bargaining unit member in corrective action due to low productivity may job share to a lower level job.

### **23.6 Job Share Agreements**

All job share agreements will be executed after consultation with USO/affiliate President. The USO/affiliate President shall receive a copy of all final job share agreements.

## **ARTICLE 24 - WORK LIFE ENHANCEMENT**

- 24.1 A. The parties recognize that MESSA requires a cooperative effort between labor and management at several levels of interaction. The parties further recognize that if the promotion and service of MESSA's programs is to be a top priority, the parties must pursue their joint objectives with renewed dedication, initiative and cooperation.
- B. In pursuit of these objectives, the parties believe that the Union and Employer can best implement this cooperative approach through the Work Life Enhancement Committee, comprised of bargaining unit members and management personnel.



- C. The committee shall be comprised of four (4) bargaining unit members selected by the Union and four (4) managers selected by the MESSA Executive Director. The members of the committee shall select a chairperson.
- D. WLEC meetings shall be called by the chairperson during normal working hours as often as the bargaining unit and employer members agree. WLEC shall be free to discuss MESSA staff morale and dignity for the purpose of adding dignity and worth to their work life. WLEC shall not have the authority to add to, detract from or change the terms of this Agreement.

## **ARTICLE 25 - CONTINUITY OF OPERATIONS**

### **25.1 No Strike**

During the term of this Agreement neither USO, its officers, agents nor members, nor any bargaining unit member 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 bargaining unit member who violates this provision shall be subject to discipline including discharge.

## **ARTICLE 26 - MISCELLANEOUS**

### **26.1 Workers at Employer Sponsored Meetings/Conferences/RAs**

The parties recognize a need for work during meetings and conferences (such as the RA) by bargaining unit members. Therefore, the parties agree that:

- A. Sponsoring divisions and/or departments shall send bargaining unit members based upon the need for certain jobs and/or responsibilities of individuals.
- B. If special skills are required, then the appropriate affiliate may assign bargaining unit members based on need for special jobs.
- C. Notwithstanding the above, the Employer will make reasonable efforts to avoid involuntarily assigning bargaining unit members.
- D. If more workers are needed than those listed above, the Employer will select bargaining unit members on a voluntary basis as follows:
  - 1. The Employer shall maintain a volunteer work list for meetings/conferences/RAs. Once volunteers have worked a meeting/conference/ RA, their names, in seniority order, shall be placed at the bottom of the list. Bargaining unit member volunteers from the Employer will be selected as follows:

- a. First selected will be the most senior volunteers who have never voluntarily worked a meeting\conference\RA.
  - b. The next selected will be the volunteers whose names are highest on the volunteer work list.
- 2. For meetings and conferences:
  - a. Volunteers within the division/department/supervisory area, whichever is smallest, shall be selected using the procedure in Section 26.1 D.1.
  - b. If there are not yet enough volunteers, other volunteers from the Employer will be selected using the procedure in Section 26.1 D.1.
  - c. If there are still not enough volunteers, the Employer will assign the work to one of its bargaining unit employees.
  - d. Non-bargaining unit temporary employees filling bargaining unit vacancies in the sponsoring division and/or department at the time of a conference shall be permitted to work the conference pursuant to Section 26.1.A, provided they have been involved in the conference planning and/or preparation.
- 3. For Representative Assemblies:
  - a. Volunteers will be selected using the procedure in Section 26.1.D.1.
  - b. If there are not enough volunteers, MESSA will assign the work to one of its bargaining unit employees.

## **26.2 Special Clothing**

The Employer agrees to provide protective clothing for use by bargaining unit members when they are assigned to work in the stockroom(s), machine room(s), production, mail room(s), facilities services or other similar assignments.

## **26.3 Health and Safety**

The Employer will continue to make all reasonable and necessary efforts to protect the health and safety of each member of the bargaining unit. Employees will call to the attention of the Employer any conditions which the employee considers to be unsanitary, hazardous or dangerous to his/her safety or health. The Employer agrees that all complaints of unsanitary, hazardous or dangerous conditions shall be investigated promptly. The Employer shall take reasonable and necessary action to correct said conditions in a timely manner.

The Employer shall provide a form for the reporting of conditions mentioned above.

## **26.4 Alcohol and Drug Testing**

When a drug test or random drug test is required by law, the testing will be done at the Employer's expense at a facility named in advance and jointly agreeable to the Union and the Employer.

## **26.5 Workload**

- A. The parties agree that a bargaining unit member who believes that he/she has a work overload problem is encouraged to promptly bring it to the attention of his/her supervisor and the Union. The supervisor has ten (10) work days to resolve the issue.
- B. In the event the issue is not resolved, a written appeal may be made to the next higher level of supervision. This supervisor will review the appeal and within ten (10) work days will meet with the involved bargaining unit member and/or Union representative(s) and the immediate supervisor, and will take any measures he/she feels might be appropriate to relieve a work overload problem.
- C. In the event the work overload problem is not resolved within thirty (30) work days to the satisfaction of the bargaining unit member(s) and the Union, the issue may be taken to the Executive Director for his/her consideration.

## **26.6 Life Partner**

Article 26.6 Life Partner does not apply as long as marriage equality laws remain. If the law changes, Article 26.6 language from the 2010-14 collective bargaining agreement will be restored, along with the corresponding Appendix H.

## **26.7 Medical Exam**

The Employer reserves the right to require, for cause, a medical examination at the Employer's expense by a mutually agreeable physician and medical facility.

Reports from an employee's physician shall be used in determining an employee's ability to report for duty after a serious health condition unless the Employer has cause to question those reports. Should the Employer have cause to require an employee to be examined by a physician of the Employer's choice, the Employer shall be responsible for all costs associated with such. The employee shall be placed on administrative leave with full salary and benefits while the second opinion is being sought. The results of any such evaluation will be shared with the employee and shall not become part of the employee's personnel file. Should the physicians agree, the opinions shall be final and the employee shall be returned to duty in conformance with this Agreement.

Further, should the employee's and Employer's physicians disagree, a third opinion shall be secured, and the Employer shall be responsible for all costs associated with such. The employee shall be returned to duty or shall be continued on administrative leave with full

salary and benefits while the third opinion is being sought. If the third opinion releases the employee for return to work, the Employer shall not charge any leave time accruals from the date the employee was released to return to work by his/her physician. If the third opinion does not certify that the employee is able to return to work, then the employee will be placed on a medical leave immediately and shall have sick leave deducted from his/her accruals retroactive to the date the employee was released to return to work by his/her physician.

The results of any second or third opinion will be shared with the employee and shall not become part of the employee's personnel file.

The process for obtaining a third opinion shall be as follows:

- A. The Association and the Employer shall meet in an attempt to agree on a physician. If the parties cannot reach agreement during this meeting; then
- B. The parties shall use a mutually agreed upon physician referral service to arrange for a third opinion.

The third shall be final and the parties agree to accept the opinion regarding the employee's ability to return to work.

Nothing herein shall require the Employer to return an employee to work with restrictions that would prevent the employee from performing essential job functions.

## **26.8 School Visits**

When a participating department is currently working overtime, all field visits outside the staff persons currently scheduled working hours will be paid as overtime for the staff member that volunteers. If a staff person volunteers for a field visit and their current scheduled day ends before the departure, the staff person:

- A. Should return to work at the time of departure for the field visit and overtime will be paid for the field visit, or
- B. Would be allowed a C2 schedule adjustment to avoid the above gap between regular and overtime hours for the day. If the combined regular and overtime hours exceed six and one-half (6 ½) hours, the staff person must include a lunch break in their schedule.

When a participating department is not currently working overtime, staff who volunteer for the field visit will be required to schedule adjust to the anticipated start/end time of the field visit, up to ten (10) working hours. Overtime will only be paid if time worked goes beyond the anticipated ending time of the field visit or ten (10) working hours for that day. If MESSA receives short notice of a field visit (there is not enough time to post for

volunteers, or for volunteers to arrange for a schedule adjustment), voluntary overtime may be offered instead of a schedule adjustment.

The estimated start and end times for the school visit will be defined when the request for volunteers is announced, and schedule adjustments will be based on these times. Should the school visit last longer than anticipated, the additional time worked is overtime.

If there are no volunteers for the field visits, they will become mandatory for the least senior staff person by job skill needed to attend. The least senior staff person will then be paid overtime for the visit hours that exceed the regular hours scheduled for that day. Every effort will be made to notify the least senior staff member 2-3 business days prior to the field visit if possible.


When planning school visits, an email will be sent requesting volunteers. Staff volunteering will be selected on a first come first serve basis from responses to each email announcement; selection is not based on seniority or a rotation basis. If someone is concerned about consistently being too late to volunteer, managers will work with the Union to determine the best next steps.

## ARTICLE 27 - DURATION OF AGREEMENT

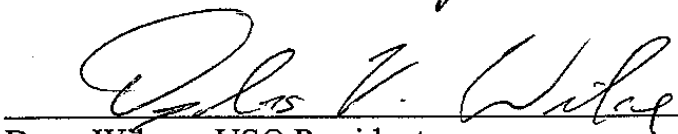
This Agreement shall be effective as of January 1, 2017, and shall continue in full force and effect through December 31, 2018. It is expressly understood that this Agreement shall not be extended verbally.

Signed:

### UNITED STAFF ORGANIZATION

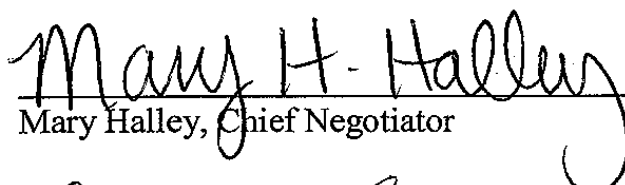
  
\_\_\_\_\_  
Robin Whitford, Chief Negotiator

10/25/17  
Date

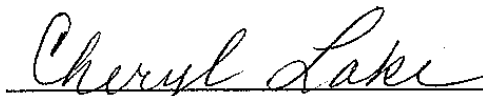
  
\_\_\_\_\_  
Doug Wilcox, USO President

10/25/17  
Date

### MICHIGAN EDUCATION SPECIAL SERVICES ASSOCIATION

  
\_\_\_\_\_  
Mary Halley, Chief Negotiator

10/25/17  
Date

  
\_\_\_\_\_  
Cheryl Lake, President

10/27/17  
Date

## Appendix “A”

### **DUTY/JOB CLASSIFICATION**

<u>GRADE</u>	<u>TITLE</u>	<u>DATE CREATED OR RECLASSIFIED</u>
D	Data Initiator	July, 2015
D	Facilities Services Technician	November, 2009
D	Secretary I	Pre-1992
D	Switchboard Receptionist	Pre-1992
E	Group Services Rating Clerk	Pre-1992
E	Secretary II	December, 1999
F	Benefit Analyst	Pre-1992
F	COB & Provider Research Specialist	July, 2015
F	Communications Assistant	September, 2010
F	Computer Support Technician	May, 1999
F	Field Services Assistant	October, 2008
F	Group Services Benefit & Enrollment Processor	December, 2012
F	Group Services Specialty Processor	December, 2012
F	Group Services Support Specialist	June, 2017
F	Legal & Compliance Assistant	May, 2013
F	Secretary III	December, 1999
G	Data Analyst	May, 2006
G	Enrollment & Billing Coordinator	July, 2003
G	Field Services Coordinator	January, 2008
G	Field Services Data Analyst	June, 2016
G	Group Services Analyst	October, 2013
G	Group Services Coordinator	January, 2017
G	Group Services Information Coordinator	June, 2008
G	Group Services Trainer	June, 2004
G	Health Care Analyst	May, 2004
G	Member Services Specialist	June, 2007
G	Member Services Trainer	June, 2003
G	Network Support Specialist	July, 2002
G	Paralegal Specialist	September, 2006
G	Paralegal/Subrogation Specialist	October, 2013
G	Quality Assurance Team Leader	June, 2004
G	Social Media & Graphics Specialist	August, 2013
G	Subrogation Specialist	January, 2004

<u>GRADE</u>	<u>TITLE</u>	<u>DATE CREATED OR RECLASSIFIED</u>
H	Building Engineer	February, 2016
H	Data Center Analyst	October, 2012
H	Electrician	Pre-1992
H	Nurse Coordinator	May, 1993
H	Telecommunications Specialist	November, 2002
H	Underwriting Analyst	January, 2014
J	Business Analyst	May, 2007
J	Group Services Business Analyst	March, 2016
J	Network Specialist	May, 2000
J	PMO Business Analyst	June, 2015
J	Programmer Analyst	May, 2000
J	Web Content & Design Coordinator	March, 2014



## Appendix “B”

### SALARY SCHEDULE

2017	A	B	C	D	E	F	G	H	I	J	K
<b>STEP 0</b>	11.75	12.45	15.13	15.99	16.93	17.96	18.99	20.12	21.13	25.44	27.22
<b>STEP 1</b>	12.37	13.10	15.93	16.83	17.82	18.91	19.99	21.18	22.24	26.78	28.65
<b>STEP 2</b>	12.98	13.77	16.71	17.66	18.69	19.85	20.99	22.20	23.31	28.11	30.08
<b>STEP 3</b>	13.62	14.44	17.50	18.53	19.58	20.78	22.02	23.30	24.47	29.49	31.55
<b>STEP 4</b>	14.31	15.14	18.37	19.45	20.55	21.86	23.11	24.49	25.71	30.93	33.10
<b>STEP 5</b>	15.05	15.89	19.26	20.43	21.58	22.88	24.27	25.67	26.95	32.48	34.75
<b>STEP 6</b>	15.78	16.68	20.21	21.39	22.67	24.05	25.43	26.95	28.30	34.10	36.49
<b>STEP 7</b>	16.51	17.49	21.22	22.43	23.78	25.23	26.68	28.26	29.67	35.80	38.31
<b>STEP 8</b>	17.36	18.37	22.23	23.56	24.95	26.48	28.04	29.70	31.19	37.58	40.21
<b>STEP 9</b>			23.34	24.75	26.16	27.79	29.43	31.19	32.75	39.41	42.17
<b>STEP 10</b>						29.15	30.85	32.73			
<b>15*</b>	17.53	18.50	23.49	24.88	26.33	29.32	31.02	32.89		39.58	42.35
<b>20**</b>	18.23	19.25	24.43	25.88	27.38	30.49	32.26	34.21		41.17	44.05
<b>25**</b>	18.96	20.02	25.41	26.92	28.48	31.71	33.55	35.58	37.36	42.82	45.81
<b>30**</b>	19.72	20.82	26.43	28.00	29.62	32.98	34.89	37.00	38.85	44.53	47.64

15\* .....Bargaining unit members who have completed 14 years of service.

20\*\* .....Bargaining unit members who have completed 19 years of service.

25\*\* .....Bargaining unit members who have completed 24 years of service.

30\*\* .....Bargaining unit members who have completed 29 years of service.

2018	A	B	C	D	E	F	G	H	I	J	K
<b>STEP 0</b>	11.87	12.57	15.28	16.15	17.10	18.14	19.18	20.32	21.34	25.69	27.49
<b>STEP 1</b>	12.49	13.23	16.09	17.00	18.00	19.10	20.19	21.39	22.46	27.05	28.94
<b>STEP 2</b>	13.11	13.91	16.88	17.84	18.88	20.05	21.20	22.42	23.54	28.39	30.38
<b>STEP 3</b>	13.76	14.58	17.68	18.72	19.78	20.99	22.24	23.53	24.71	29.78	31.87
<b>STEP 4</b>	14.45	15.29	18.55	19.64	20.76	22.08	23.34	24.73	25.97	31.24	33.43
<b>STEP 5</b>	15.20	16.05	19.45	20.63	21.80	23.11	24.51	25.93	27.22	32.80	35.10
<b>STEP 6</b>	15.94	16.85	20.41	21.60	22.90	24.29	25.68	27.22	28.58	34.44	36.85
<b>STEP 7</b>	16.68	17.66	21.43	22.65	24.02	25.48	26.95	28.54	29.97	36.16	38.69
<b>STEP 8</b>	17.53	18.55	22.45	23.80	25.20	26.74	28.32	30.00	31.50	37.96	40.61
<b>STEP 9</b>			23.57	25.00	26.42	28.07	29.72	31.50	33.08	39.80	42.59
<b>STEP 10</b>						29.44	31.16	33.06	34.71		
<b>15*</b>	17.71	18.69	23.72	25.13	26.59	29.61	31.33	33.22	34.88	39.98	42.77
<b>20**</b>	18.41	19.44	24.67	26.14	27.65	30.79	32.58	34.55	36.28	41.58	44.49
<b>25**</b>	19.15	20.22	25.66	27.19	28.76	32.03	33.89	35.94	37.73	43.25	46.27
<b>30**</b>	19.92	21.03	26.69	28.28	29.92	33.31	35.24	37.37	39.24	44.98	48.12

*Please note: This salary schedule is rounded to two decimal places.*

15\* .....Bargaining unit members who have completed 14 years of service.

20\*\* .....Bargaining unit members who have completed 19 years of service.

25\*\* .....Bargaining unit members who have completed 24 years of service.

30\*\* .....Bargaining unit members who have completed 29 years of service.

On the first payroll in November 2017 and the first payroll in April 2018, all current bargaining unit members shall receive a lump sum of \$800.00 for wellness purposes. No receipts will be required, however, this money is taxable.

**Appendix “C”**

**UNITED STAFF ORGANIZATION GRIEVANCE FORM**

\*Year = January 1 to December 31

<b>Affiliate</b>	<b>#</b>	<b>*Year</b>	<b>Number</b>
MEA PSA	1		
MEA ASO	2		
MESSA SSA	3		
MESSA PSA	4		
FSA	5		
FSR	6		
Other	7		

Date filed\_\_\_\_\_

Name of  
grievant(s)\_\_\_\_\_

Statement of grievance:

Facts:

Contract sections, policies, rules and/or practices violated:

Remedy requested:

\_\_\_\_\_  
Signature of grievant or USO

**Appendix “C” - Page 2**

Supervisor’s response:

\_\_\_\_\_  
Date of response

\_\_\_\_\_  
Signature of Supervisor

Date received by USO \_\_\_\_\_

USO response:

\_\_\_\_\_  
Date appealed to management

\_\_\_\_\_  
Signature of grievant or USO

Date received by management \_\_\_\_\_

Management response:

\_\_\_\_\_  
Date of management response

\_\_\_\_\_  
Signature of manager

## **Appendix “D”**

### **PERFORMANCE EVALUATION**

\_\_\_ Annual    \_\_\_ Interim

Employee \_\_\_\_\_ Date \_\_\_\_\_

Present Position Held \_\_\_\_\_

Length of time in present position \_\_\_\_\_ Length of time employed \_\_\_\_\_

Performance Characteristics - for each characteristic, circle the appropriate rating code and comment where appropriate.

Rating Codes            1. Unsatisfactory  
                              2. Needs Improvement  
                              3. Satisfactory  
                              4. Very Good  
                              5. Outstanding  
                              NA. Not applicable

#### **Job Knowledge**

Circle One

Demonstrates knowledge and skills to properly do the job

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

#### **Quality of Work**

Exhibits accuracy, high quality and thoroughness

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

#### **Productivity**

Maintains output consistent with the expectations of the position

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

#### **Time Management/Planning**

Demonstrates ability to meet deadlines and set priorities

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

#### **Responsibility**

Carries out assignments in a prompt and consistent manner

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

Initiative

Acts independently; is able to anticipate what needs to be done

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

Attendance

Maintains a regular and punctual work schedule, excluding approved leaves

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

Verbal Communications

Exhibits ability to communicate effectively

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

Written Communications

Exhibits ability to write communications which are clear, concise and complete

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

Ability to Work with Others

Maintains a helpful, positive and knowledgeable attitude

1 2 3 4 5 NA

Comments: \_\_\_\_\_  
\_\_\_\_\_

Over-All Job Performance Rating: \_\_\_\_\_

1 2 3 4 5

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Objectives:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If needed, list the program for assisting the employee in achieving the potential improvements and the timetable including follow-up:

---

---

---

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

---

\*Signature - USO Member

---

Date

---

Signature - Evaluator

---

Date

This completed form is to be forwarded to the Human Resources Department within two weeks after the interview for inclusion in the personnel file.

\*Signature does not necessarily indicate agreement or disagreement.

## **Appendix “E”**

### **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:\_\_\_\_\_

## **Appendix “F”**

### **RELEASE TIME REPORT FORM**

This form must be used in order to obtain Association Release Time beginning at \_\_\_\_\_ on \_\_\_\_\_ (time)  
\_\_\_\_\_ for approximately \_\_\_\_\_ (hrs.).  
(date) (amount of time)

The procedure must follow these steps:

Step 1: Permission obtained from the President of the Association or his/her designee.

Name of Association Member \_\_\_\_\_

Initial of Association President \_\_\_\_\_

Date \_\_\_\_\_

Step 2: Receipt and prior approval of the member's immediate supervisor

Initial of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Step3: Show the time and date the release time *began*

Time \_\_\_\_\_ Date \_\_\_\_\_

Step 4: Show the time and date the release time *ended*

Time \_\_\_\_\_ Date \_\_\_\_\_

Step 5: Initials of: Supervisor \_\_\_\_\_

Association Member \_\_\_\_\_

Distribution:

*Original:*

Forwarded to Payroll office by the supervisor

*Yellow copy:*

Association member forwards to the USO President

*Pink copy:*

Association member forwards to the local president

**Appendix “H”**

**AFFIDAVIT OF DOMESTIC PARTNERSHIP**

**MEA/MESSA/MEA Financial Services**

\_\_\_\_\_  
**Name of Employee** (Please Print)

\_\_\_\_\_  
**Name of Domestic Partner** (Please Print)

We declare that we have established a domestic partnership that meets the following criteria:

1. We are of the same sex.
2. We have an intimate, committed relationship and have had this relationship with each other for at least the past six months.
3. We share the principal residence.
4. We both agree to be responsible for each other’s basic living expenses during our domestic partnership. We both agree that anyone who is owed these expenses can collect from either of us.
5. We are 18 years of age or older.
6. Neither of us is married to a different person.
7. We are not more closely related than what is allowed for a legal marriage.
8. Neither of us has a different domestic partner now.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Domestic Partner

\_\_\_\_\_  
Date

**Submit to Human Resources within ten (10) days of signing.**

## **Appendix “I”**

### **MEA/MESSA/MEA-FS EMPLOYEE DISCRIMINATION AND HARASSMENT POLICY AND COMPLAINT PROCEDURE**

#### **A. POLICY**

The Michigan Education Association, Michigan Education Special Services Association, and MEA-Financial Services, and all of their employees, while respecting the human dignity of all people, are committed to maintaining a work place that is free of discrimination and harassment. To this end, complaints of discrimination and harassment will be taken seriously and investigated thoroughly. All managers shall make good faith efforts to eliminate, prevent and report discrimination and harassment of which they become aware.

The harasser can be the victim’s supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the employer such as a client, customer or MEA member.

Acts of discrimination and/or harassment by employees may result in discipline up to and including termination. Knowingly false reports by employees may also result in similar disciplinary action.

#### **B. PROHIBITED DISCRIMINATION AND HARASSMENT DEFINED**

1. Discrimination. MEA, MESSA, and MEA-Financial Services shall not:
  - (a) Fail or refuse to hire, or recruit, or discharge, or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment, because of religion, race, creed, disability, color, national origin, age, sex, sexual orientation, height, weight, or marital status.
  - (b) Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity, or otherwise adversely affects the status of an employee or applicant because of religion, race, creed, color, disability, national origin, age, sex, sexual orientation, height, weight, or marital status.
  - (c) Segregate, classify, or otherwise discriminate against a person on the basis of sex with respect to a term, or privilege of employment, including a benefit plan or system.
  - (d) Retaliate or discriminate against a person because the person has opposed a violation of this policy, or because the person has made a charge, filed a

complaint, testified, assisted, or participated in an investigation or proceeding.

- (e) Coerce, intimidate, threaten, or interfere with a person in the exercise or enjoyment of, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of any right granted by this policy.
2. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature in the following context:
- (a) When submission to such conduct or communication is made either explicitly or implicitly a term or condition of an individual's employment.
  - (b) When submission to or rejection of such conduct or communication by an individual is used as the basis for employment, or
  - (c) When such conduct or communication has the purpose or effect of substantially interfering with an individual's work, or creates an intimidating, hostile, or offensive working environment.
3. For purposes of this policy, other (nonsexual) harassment is defined as verbal or physical conduct that a reasonable person would believe denigrates or shows hostility or aversion toward an individual because of characteristics such as his/her race, creed, religion, sex, national origin, age, height, weight, marital status, sexual orientation, or disability, and that:
- (a) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or
  - (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or
  - (c) otherwise, adversely affects an individual's employment opportunities.

## **C. REPORTS OF HARASSMENT AND DISCRIMINATION**

Employees are encouraged to promptly report instances of harassment or discrimination before the incidents become severe or pervasive. MEA, MESSA, or MEA-Financial Services and all employees are committed to stopping harassment and discrimination from occurring in the workplace.

Employees may seek to resolve the matter informally without a formal investigation, but either the accused or the Employer may elect to proceed through the investigation procedure set forth below. If the matter is resolved informally, a record of the complaint and result shall be maintained by the Employer. An employee may be advised of the option

of informally resolving the matter, but the employee shall not be required or coerced into proceeding informally.

Confidentiality. Discrimination and harassment complaints will be handled in a confidential manner to the extent possible and consistent with principles of due process. Information obtained during the investigation will only be shared on a need-to-know basis and as provided for by the policy and applicable federal and state law. The complainant, respondent and witnesses will be asked to maintain confidentiality. Failure to do so may affect the rights of the respondent and affect the accuracy of witness testimony.

#### **D. INVESTIGATIONS – GENERAL**

Allegations of discrimination and harassment shall be fully investigated and corrective and/or disciplinary action taken as warranted, consistent with the collective bargaining agreement and generally accepted standards of due process and just cause, where applicable, in force at the time of the incident. The investigator should be a person who has been trained to conduct a complete and thorough investigation. Such person will be either a Human Resources director or other manager (Grade 9 and above) or nonemployee investigator as designated by the appropriate Executive Director. The complainant or respondent may request that a non-employee or different investigator be appointed but the employer is not required to appoint an alternative investigator.

Documentation regarding such investigation shall not become part of an employee's personnel record unless disciplinary or corrective action is taken as a result of the complaint.

All employees shall cooperate in investigations under this policy.

#### **E. PROCEDURE**

An employee may report discrimination or harassment by a supervisor, manager, co-worker, member, or third party to his/her immediate supervisor, Human Resources Director, or other manager designated by the appropriate Executive Director. A copy of this policy shall be provided to all employees upon ratification of this agreement, to new employees upon hire and to an employee filing a complaint or being investigated.

While knowingly false reports may result in discipline, the failure to substantiate the complaint standing alone is not cause for investigation of the complainant and no threat or warning of discipline shall be made to the complainant unless and until evidence of a false report is obtained by the Employer or investigator.

Upon receipt of the written complaint, the immediate supervisor, Human Resources director, or other manager designated by the appropriate Executive Director, shall notify the person(s) against whom the complaint is filed (respondent) and arrange interviews with the complainant, respondent, and any witnesses to the incident(s) complained of as soon thereafter as possible.

Support Persons. During the investigative process, a complainant or respondent may have a support person present. Examples include, but are not limited to, a friend, partner or the individual's Union representative. The support person may be present in support of the complainant or the respondent, but should not participate in the investigative process as a factual witness as to actual events.

The *Employee Discrimination and Harassment Complaint Record (Part A)* form will be completed at the initial meeting with the complainant. On this form, the complainant will set forth the description of the policy violation in sufficient detail to describe the specific violation(s) alleged. The original completed form will be forwarded immediately to the Human Resources director or another designated investigator for a thorough investigation. Copies of the completed form will be forwarded to the involved affiliate's Executive Director and the MEA Executive Director.

The Employer should ask the complainant what corrective action he or she believes is appropriate. Depending on the nature of the complained of conduct and the recommended action, the employer may take action it deems appropriate including counseling or warning the accused person or imposition of appropriate discipline.

The investigator shall interview the complainant and the respondent. Unless the respondent admits to the complained of conduct, the investigator shall interview any pertinent witnesses to the incident(s) complained of, shall gather all relevant facts and supporting documents, determine the merit of the complaint and recommend appropriate disciplinary and/or corrective action. The investigation shall be conducted expeditiously, and concluded as soon as reasonably possible.

Investigation Report. When an investigation is conducted, the investigator will prepare a written report at the conclusion of the investigation.

The final written report will be provided to human resources and other pertinent individuals as necessary to ensure proper resolution and follow-up regarding the matter.

The investigator or Employer will provide a written summary of the complaint, response, investigation findings, and whether any corrective action was taken to the complainant and respondent upon completion of the investigation. If witnesses identified by either complainant or respondent are not interviewed, the report and summary shall explain the reason(s) for not interviewing them.

## **F. REMEDIES**

If, as a result of the investigation, it is determined by a preponderance of evidence that a violation of this policy has occurred, the employer will take prompt and appropriate corrective action which may include some or all of the following:

1. Disciplinary action in accordance with the provisions of the collective bargaining agreement up to and including termination of employment;
2. Restoration to the complainant of any employment benefits or employment status lost as a result of the harassment, discrimination, or the exercise of the right to make a complaint of harassment, discrimination, or to participate in an investigation;
3. Removal from the complainant's personnel record of any documents containing negative references to the complainant resulting from the harassment and/or discrimination;
4. Referral of any individual, including the person against whom the complaint was made, the complainant, or both, to counseling.
5. Transfer or reassignment to another position of the person against whom the complaint was made or the voluntary transfer or reassignment of the complainant.
6. Other appropriate measures as the violation may justify;
7. Republication of the policy and in-house training relating to the policy; and/or
8. Follow-up monitoring to minimize the recurrence of the violation.

If, as a result of the investigation, it is determined that no violation has occurred, the employer shall provide the following:

1. To the complainant and the respondent of the results of the investigation and the reasons for the finding of no violation;
2. Take other appropriate action not specifically or solely directed at the person(s) against whom the complaint was made, such as republication of the policy and in-house training relating to the policy.
3. In such event, the investigation shall be closed.

If, as a result of the investigation, it is determined that there is insufficient information from which to make a determination whether a violation has occurred, the employer shall provide the following:

1. Inform the complainant and the person against whom the complaint was made of its finding that no determination can be made;
2. Advise the complainant and the person against whom the complaint was made that the employer is committed to the enforcement and will not tolerate harassment, discrimination, or retaliation of any sort;



3. Advise all interested individuals that there will be no retaliation for making a complaint opposing harassment or discrimination, or participating in an investigation;
4. Advise the complainant to provide additional information regarding to any violation in the future; and
5. Take other appropriate action, such as republication of the policy and in-house training.

The investigator will have a follow-up discussion with the complainant no earlier than 10 work days, not to exceed 15 work days, after any disciplinary or corrective action has been taken to find out if the violating action has ceased or if further corrective action is necessary. At the time of this meeting, the ***Employee Discrimination and Harassment Complaint Record (Part B)***, will be completed and signed by the complainant.

A complete copy of the ***Employee Discrimination and Harassment Complaint Record (Part B)***, completed and signed, will be forwarded to the involved affiliate's Executive Director and the MEA Executive Director.

For the purpose of retaining the history of complaints filed within the organizations, the Human Resources director shall retain the complete investigation record, in a file separate from the involved party's personnel file, on a permanent basis regardless of whether a violation was found or not.

*Bargained and revised in 2011*  
*Ratified and Adopted October 14, 2011*

## **EMPLOYEE DISCRIMINATION AND HARASSMENT COMPLAINT RECORD**

### **PART A – Initial Complaint**

Applies to: **All Employees**

To be completed by the complainant's immediate Supervisor, Human Resources Director, or other designated Manager, Level 9-Above, and forwarded to the Human Resources Director or other manager designated by the employer. This information will be maintained separate from the complainant's personnel file.

A confidential copy will be forwarded to the Executive Director of the involved company and the MEA Executive Director.

**Date:** \_\_\_\_\_ **Recorded by:** \_\_\_\_\_

**Are you the complainant's Supervisor?** \_\_\_\_\_

**Complainant's Name:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**PERSON(S) AGAINST WHOM THE COMPLAINT IS FILED:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Description of complaint:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date(s) the incident(s) occurred:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witnessed by others?** Yes \_\_\_\_\_ No \_\_\_\_\_

Please list all witnesses to each event (include date event witnessed):

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Is Supervisor aware of incident?    Yes\_\_\_\_\_                      No\_\_\_\_\_

If yes, how did the supervisor become aware?\_\_\_\_\_

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**Please read below statement and sign:**

I, the complainant, understand that this completed form will be forwarded to the Human Resources Director, or other designated Manager, for a thorough investigation of the alleged discrimination or harassment violation.

A summary of the investigation will be provided, to the complainant the person(s) against whom the complaint is (are) made, and management representatives on a need to know basis.

I also understand that I will be contacted by the investigator to complete **PART B** of the Record form which contains follow-up questions to the complaint and investigation procedure no earlier than 10 work days or more than 15 work days after any disciplinary or corrective action is taken.

I further attest that any statements made by me related to this matter are true.

**Complainant's signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **EMPLOYEE DISCRIMINATION AND HARASSMENT COMPLAINT RECORD**

### **PART B – Investigation Report**

Applies to: **All Employees**

To be completed by the investigator with the complainant. A confidential copy of this completed form will be forwarded to the Executive Director of the involved company and the MEA Executive Director.

**DATE:** \_\_\_\_\_ **INVESTIGATOR:** \_\_\_\_\_

**COMPLAINANT:** \_\_\_\_\_ **COMPANY:** \_\_\_\_\_

**Record – Part A** for this complaint completed on: \_\_\_\_\_  
Date

1. Has there been any recurrence of any violation(s) of the discrimination and harassment policy since the conclusion of the investigation and the imposition of disciplinary/corrective action, if any?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

IF YES, PLEASE DESCRIBE:

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2. Have there been any new violations of the discrimination and harassment policy, including retaliation, since the conclusion of the investigation and the imposition of discipline/corrective action, if any?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

IF YES, PLEASE DESCRIBE:

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3. Do you believe that MEA/MESSA/MEA-FS handled the investigation of your discrimination or harassment complaint in accordance with discrimination and harassment policy and complaint procedure?

☐ Yes  
☐ No

IF NOT, PLEASE EXPLAIN:

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4. Were you given the opportunity to provide information, identify witnesses, and present documents and other supporting information to the investigator during the investigation of the complaint of discrimination or harassment?

☐ Yes  
☐ No

IF NO, WHY NOT?

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5. Is there any other corrective action you wish would have been taken in connection with your complaint?

\_\_\_\_\_Yes

\_\_\_\_\_No

IF YES, WHAT?

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WHY?

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6. Additional Comments:

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**Complainant's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Investigator's signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **APPENDIX “J”**

### **SAFE WORKPLACE POLICY**

The Michigan Education Association, MESSA and MEA Financial Services, while respecting the human dignity of all people, are committed to maintaining a safe workplace environment for employees and members of the general public. To this end, violent acts and threats will be taken seriously, considered real and will not be tolerated, even if intended as a joke, intimidation, or horseplay. Such incidents will be investigated.

Threats of violence or violent acts shall include, but not be limited to:

- a. Intentionally hitting, striking or otherwise causing physical injury or bodily harm to an employee, member or the general public or causing or urging others to engage in such activity;
- b. Engaging in any threatening or assaultive behavior directed towards an employee, member or the general public, or causing or urging others to engage in such activity;
- c. Engaging in a willful course of conduct or repeated or continuing harassment towards an employee, member, or the general public which would cause a reasonable person to feel terrorized, frightened, or intimidated, and which actually causes that person to be concerned about personal safety.

This shall include acts or threatened acts directed toward individuals due to their race, religious beliefs, ethnic backgrounds, gender, sexual orientation, or position within the association.

It is the obligation of every employee to immediately report any violent act, or threat of violence by a co-worker, supervisor, member, or other individual to the “Safe Workplace Team” (SWT), a supervisor or union official. The Executive Director of the affected affiliate(s) will be informed within 24 hours of when report is made. Every reasonable attempt will be made to protect the confidentiality of the report while taking action to protect safety in the workplace.

Making threats of violence or acts of violence by employees shall result in discipline up to and including termination. Malicious or false reports by employees shall also result in similar disciplinary action. Allegations of threats or actual violence shall be fully investigated, and corrective or disciplinary action taken as warranted, consistent with collective bargaining agreements, where applicable, in force at the time of the incident. Such action shall only occur for just cause.

All employees are expected to cooperate in safety investigations.

Employees who engage in violent acts, threaten violence, or are convicted of a criminal weapons charge, criminal drug statute or other felony may be subject to a thorough investigation of their background, criminal history, weapons ownership, traffic violations, and police reports. These employees may also be subject to a psychological evaluation to ensure a safe working

environment. Once a threat or act of violence has occurred, the employer may inspect the employee's locker, desk, work area, computer files, packages, purse, tool box, vehicle, or other personal belongings on association premises, in connection with the investigation to insure a safe workplace.

Documentation regarding such investigation shall not become a part of an employee's personnel file unless the allegations are substantiated.

Once a threat or act of violence occurs, it shall be referred to the SWT for investigation, analysis, and response. Such response may include warning to other parties, access to outside resources and intervention. The SWT shall be organized in each MEA zone and state affiliate (see Organizational Chart). There shall also be a central or core body to provide expertise and resources to workplace sites where violence is threatened or occurs. Employees are to be represented at all levels of the SWT by individuals selected by respective staff.

The SWT shall be first responsible to the Executive Director of the affiliate where the threat or act of violence occurs and ultimately to the MEA Executive Director.

The SWT shall be authorized to establish written operational procedures.

*Adopted October 1, 1999*



## SAFE WORKPLACE POLICY

### INITIAL REPORT - FORM A

TO BE FILLED OUT BY SWT FIRST CONTACT

#### INCIDENT SUMMARY:

Type of Incident: \_\_\_\_\_

Threat Report Date: \_\_\_\_\_ Reported by: (SWT Contact) \_\_\_\_\_

Location (address) of Threat: \_\_\_\_\_

HR Director Contact: \_\_\_\_\_ HR Fax Number: 517/ 337-5454

Date of Occurrence: \_\_\_\_\_ Injury: Yes ☐ No ☐

#### PERSON MAKING THREAT (Use reverse side if more than one.):

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Current Position: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: Male ☐ Female ☐

Car: \_\_\_\_\_ License Plate #: \_\_\_\_\_

#### PERSON BEING THREATENED (Use reverse side if more than one.):

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Current Position: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: Male ☐ Female ☐

#### Witness #1

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Current Position: \_\_\_\_\_

#### Witness #2

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Current Position: \_\_\_\_\_

#### WHAT HAPPENED: (short incident description – describe specific behaviors)

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Priority Risk Scale: High ☐ Low ☐

Any previous incidents between the victim and the person making the threat?: Yes ☐ No ☐

#### POLICE ACTION

Police Involved: Yes ☐ No ☐ Investigative Memo: Yes ☐ No ☐ Weapon Used: Yes ☐ No ☐

Police Action Taken: Yes ☐ No ☐ Police Report #: \_\_\_\_\_

**WORK TEAM ASSIGNMENT**

Team Members Assigned: \_\_\_\_\_

Action Recommendations: \_\_\_\_\_

\_\_\_\_\_

Names of Core Resource Group Member(s) Contacted: \_\_\_\_\_

\_\_\_\_\_

Date Forwarded to Designated Human Resources Director: \_\_\_\_\_

Form Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDITIONAL INFORMATION**

\_\_\_\_\_

\_\_\_\_\_

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## SAFE WORKPLACE POLICY

### INTERVIEW REPORT – FORM B

FILLED OUT BY SWT MEMBER OR OTHER INVESTIGATOR

#### INCIDENT SUMMARY:

Type of Incident: \_\_\_\_\_

Threat Report Date: \_\_\_\_\_ Reported by: (SWT Contact) \_\_\_\_\_

Location (address) of Threat: \_\_\_\_\_

HR Director Contact: \_\_\_\_\_ HR Fax Number: 517/ 337-5454

Date of Occurrence: \_\_\_\_\_ Injury: Yes ☐ No ☐

\* N/K = Not Known

#### Who (or what) is the identified target of the threat?

	YES	NO	*N/K
An employee			
A non-employee			
A member			
No identified target			
Other (identify):			

#### Who is making the threat?

	YES	NO	*N/K
Employee			
Member			
Unidentified subject			
Non-employee			
Family member/significant other			
Other (identify):			

#### Type of threat?

	YES	NO	*N/K
Direct			
Indirect (veiled)			
Conditional			
Other (identify):			

#### How was the threat received?

	YES	NO	N/K
Verbally			
Written document			
By telephone			
By video tape			
By computer			
Delivered in person to the target			
Delivered by mail			
From a third person			
Through the media			
Other (identify):			

**What is the content of the threat?**

	YES	NO	*N/K
Immediate action will be taken			
Harassment			
Intimidation			
Homicide			
Suicide			
Extortion			
Other (identify):			

**What is the purpose of the threat?**

	YES	NO	N/K
To prevent an action from occurring			
To create fear			
To gain power or control			
Retribution			
Create emotional Instability			
Other (identify):			

**In what behaviors is the subject engaging?**

	YES	NO	*N/K
Physically crowding the target			
Following or stalking the target at work or off-work			
Menacing looks or gestures			
Telephone or other communications			
Destroying target property			
Other (identify):			

**If this individual has engaged in aggressive behaviors, has he/she:**

	YES	NO	*N/K
Physically assaulted an individual			
Physically assaulted an object			
Engaged in sabotage of company or other assets			
Engaged in self-mutilation, self-harm			
Other (identify):			

**Review of previous threats:**

	YES	NO	*N/K
Are there any previous threats against the organization?			
Are there any previous threats against others?			
Are there any previous threats against this target?			
Is there any previous police involvement?			
Other (identify):			

**If the subject of the investigation is an employee, what is that individual's current job function?**

	YES	NO	*N/K
High			
Average			
Low			

**What impact is this having on the current work environment?**

	YES	NO	*N/K
Very disruptive			
Moderately disruptive			
A little disruptive			
Not disruptive			

**Has the subject shown deterioration in work performance or attendance?**

YES NO \*N/K

Suggestion of alcohol/drug usage			
Number of days of absenteeism/tardiness			
History of on the job accidents or injuries			
History of interpersonal difficulties			
Transfers			
Disciplinary actions			
Other (identify):			

**What is in the subject's environment that may be precipitating these actions?**

YES NO \*N/K

Recent death of significant person			
Recent illness of self/significant person			
Family/marital problems			
Financial losses			
Job difficulties			
Significant interpersonal problems			
Other (identify):			

**Is there any indication of current emotional deterioration in the subject?**

YES NO \*N/K

Feeling of suspiciousness			
Reported mood shifts			
Reported changes in appearance			
Bizarre behaviors reported			
Uncomfortable communications with other individual other than the target			
Other (identify):			

**What boundary limitations has this subject crossed?**

YES NO \*N/K

Violation of court orders			
Defies disciplinary consequences			
Has made a will or is giving away personal properties			
Willing to lose job			
Willing to be incarcerated			
Willing to die			
Other (identify):			

**Has the subject attempted physical or electronic invasion of propriety systems, including:**

YES NO N/K

E-mail			
Voice mail			
Computer: hacking, virus, alteration of data			
Malicious rumors			
Product tampering			
Industrial espionage			
Extortion			
Sabotage			
Other (identify):			

**Behavioral Indicators:**

YES NO N/K

Recent behavior changes			
Alienation "loner"			
Excessively bitter			
Mental health			
Irrationality/grandiosity			
Externalizes/projects responsibility for own behavior			

Has a fascination with pornography			
Exhibits severe intoxication			
Rages			
Abusive to opposite sex			
Lack of empathy coupled with intense anger			
Has military training			
Exhibits pathological jealousy			
Has a reckless disregard for the safety of others			
Has an intense sense of “injustice” or “entitlement”			
Sees violence as the “only” solution			
Exhibits paranoid behavior			
Makes “lists”			
Expresses futility of living			
Exhibits signs of suicidal intent			
Loss of promotion, arbitration, status			
Other (identify):			

**Is there a generally known, past history of substance abuse in the subject?**

**YES NO N/K**

Alcohol: intoxication and withdrawal			
Sedatives: intoxication and withdrawal			
Cocaine: intoxication and withdrawal			
Amphetamines: Intoxication and withdrawal			
Hallucinogens: intoxication – especially PCP			
Inhalants: intoxication (e.g. glue, gasoline)			
Other prescription drugs: intoxication			
Other (identify):			

**Is it generally suspected that the subject is currently abusing psychoactive substances?**

**YES NO \*N/K**

Alcohol: intoxication and withdrawal			
Sedatives: intoxication and withdrawal			
Cocaine: intoxication and withdrawal			
Amphetamines: Intoxication and withdrawal			
Hallucinogens: intoxication – especially PCP			
Inhalants: intoxication (e.g. glue, gasoline)			
Other prescription drugs: intoxication			
Other (identify):			

**Known history of violent acts by subject:**

**YES NO N/K**

Against others			
Against self			
Against property			

**Fascination with weapons:**

**YES NO N/K**

Has individual displayed a weapon at work?			
Does individual talk about or display a fascination with weapons?			
Does the individual identify with those who have committed acts of violence?			
Other (identify):			

**WORK TEAM ASSIGNMENT**

Team Members Assigned: \_\_\_\_\_

Action Recommendations: \_\_\_\_\_

\_\_\_\_\_

Names of Core Resource Group Member(s) Contacted: \_\_\_\_\_

\_\_\_\_\_

Date Forwarded to Designated Human Resources Director: \_\_\_\_\_

Form Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Comments of Interviewer:** \_\_\_\_\_

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## **Appendix “K”**

### **WORK SCHEDULES**

1. General rules:
  - A. Management will determine the staffing needs.
  - B. Staff will work together to ensure staffing needs are met with little to no involvement from management. This should include routing the schedule among staff as needed without going to management each time.
  - C. Management will approve the schedules once all staff has completed their schedules.
2. Work schedules for bargaining unit members will be set by one of the following two methods:
  - A. The staff in the scheduling group will work together to determine the method that best works to meet the staffing needs. This needs to ensure it does not create unreasonable work for management. Also, all staff covered by the scheduling process needs to agree with the method. This includes determining how coverage needs are met; the length of the schedule; how schedules are set, submitted and approved; how staffing needs are met in the event people call in sick, etc. (not to take work time that is not reasonable).
  - B. Should members not agree on a fair and non-labor intensive scheduling process, the scheduling group shall follow these rules:
    - I. Schedules will be 4 weeks long, unless management and staff can agree on a different length of time, not to exceed 13 weeks.
    - II. For specific scheduling needs that typically cause problems in scheduling (e.g. late nights, phone coverage, Friday/Monday coverage, etc.)
      1. Specific scheduling needs will be divided equally among all staff.
      2. The specific days of coverage will be selected in seniority order. (e.g. each person has to have 8 late nights and 2 late Fridays. The highest senior person will get to select which 8 late nights and 2 late Fridays they want, then the next lower senior person, etc.).
      3. Specific scheduling needs are only met when a person is not using leave time.
      4. For vacation or personal time submitted after schedules have been approved, if it impacts a specific scheduling need, the time shall only be approved if the coverage needs are switched with another person.



- III. In the event that staffing needs will not be met because of people using sick time or other reasons:
1. Volunteers will be sought to adjust their schedule to cover the gap in staffing needs.
  2. Should a volunteer not come forward, the need will be filled in rolling reverse seniority order (i.e. once the lowest seniority person fills the need, the next time, the next higher senior person will be required to work).
3. Management and unions each will appoint 3 representatives to meet bi-monthly to discuss work schedules. This will start one month after ratification.

## **Letter of Agreement “A”**

### **AGREEMENT BETWEEN THE EMPLOYERS**

#### **AND**

### **UNITED STAFF ORGANIZATION**

This Agreement is entered into this 3rd day of June, 1999 by and between the Michigan Education Association (MEA), the Michigan Education Special Services Association (MESSA), the MEA Financial Services (MEA-FS), hereinafter referred to as “Employers”, and the United Staff Organization, an affiliate of the National Staff Organization, hereafter referred to as the “Association” or “USO”, shall replace the Letter of Agreement “A” dated January 24, 1985. It shall remain in full force and effect from September 1, 1999 through August 31, 2004.

1. The MEA, MESSA and MEA Financial Services agreed to negotiate, in a consensual manner, a single collective bargaining agreement as multiple Employers, with USO as the exclusive bargaining agent, provided that the following prerequisites continue to be met and maintained:
  - A. The negotiated agreement must maintain the independence and integrity of the three existing organizations and guarantee that they maintain their separate identity, including control over their own workforce.
  - B. The contract bargained between the multi-Employers and the USO will contain no clause allowing for automatic transfers of any kind between organizations, except as provided for in this Agreement (Section 5).
  - C. Any contract must contain a distinct separability clause. It is expressly understood that if an appropriate governmental agency and/or a court of competent jurisdiction should determine that the financial tax status of any of the Employer organizations is in jeopardy by the multi- Employer agreement, the multi-Employers will immediately bargain with the USO to attempt to resolve said problem through modification of the agreement, if possible, prior to the affected Employer(s) terminating their participation in the single contract. Only that/those Employer(s) affected by the above mentioned determination shall terminate their participation in the single contract.

In the event that one or more Employers terminate their inclusion and participation in the single contract, each said Employer shall immediately commence bargaining with USO to negotiate a collective bargaining agreement to cover the bargaining unit members affected.
  - D. Ratification will be done individually by each Employer requiring the approval of each and all organizations to consummate an agreement. The USO will have a ratification procedure culminating in a single unit-wide vote to consummate an agreement.

E. If USO or any or all of the involved employers desire to withdraw from multi-employer bargaining for a successor contract to the 1996-2004 contract, it shall provide written notice to all other parties not later than November 15, 2003.

2. Effective September 1, 1999 the following MEDNA employees shall become MEA employees, subject to the terms and conditions of employment for MEA employees specified in the 1996-2004 Master Agreement, unless otherwise noted. Their seniority date shall be as indicated.

Name	Seniority Date
Lisa Allen	4/7/97
Dawn Goodman	4/16/98
Dave Bender	3/11/96
Renee Briggs	12/11/96
Cecilia Canfield	7/29/91
Deveric Carswell	10/28/96
Barbara Fenech	5/17/99
Lisa Folkringa	11/19/82
Kim Grogitsky	2/2/98*1
Michelle Kazenko	4/1/87
Dan Mazuca	12/18/85
April Mazzoni	12/15/97
Cathy Moran	6/23/88
RaeNae Palasio	1/3/96
Charles Watson	4/14/87
Andrew Wentz	8/23/93
Phyllis Wesa	10/27/78
Michael Booth	9/14/78
Ollie Brown	12/7/83
Jackie Bullard	9/22/80
Shirley Clark	1/26/82
Bing Langham	6/18/84
Terri Jankoviak	2/23/81
Walter Dackiw	9/9/74
Penny Daniels	3/31/76
Kim Grinnell	6/9/69
Tinh-Tam Vance	7/29/74

3. Effective September 1, 1999, the following MEDNA employees shall become MESSA employees, subject to the terms and conditions of employment for MESSA employees specified in the 1996-2004 Master Agreement, unless otherwise noted. Their seniority date shall be as indicated.

Name	Seniority Date
Jeff Arvoy	12/1/97
Donald Balcom	7/11/88
Dan Balogh	5/19/86
Ken Bekkering	8/30/99
Geoff Bendall	2/28/83
Catherine Bettis	11/23/98
John Briggs	8/2/88
Timothy Dawkins	1/6/97
Robin DeBar	12/4/95
Denny Duprest	1/25/88
Danial Enghoffer	7/21/97
Lynne Faulkner	8/5/91
Ruth Fox	10/11/73
Jim Gleason	10/20/97
Neil Harrison	10/02/90
Lewis Hart	11/5/90
Sonya Jacque	4/10/89
Bobby Jones	2/6/84
John Kazenko	5/23/88
Kelly McDougall	5/9/89
Mei-Yee Ng	2/2/98*2
Tim Oatley	8/8/88
Jennie Otomo	5/11/92
Robert Ozanich	8/19/85
Diana Pan	5/1/89
Craig Parker	5/19/97
MaryEllen Paulson	11/4/85
Donnette Ramey	5/4/90
William Simmons	7/10/89
Todd Stott	6/9/97
Jan Tjepkema	5/20/92
Mark Todd	2/8/99
Keith Tropp	7/8/86
Cheryl Videto	11/4/91
Rahshaan Watson	6/24/96
Larry Louth	12/6/83
Terri McCoy	2/28/85
Julie Partee	2/26/68
Vickie Frayer	4/13/77

4. The 1996-2004 Master Agreement shall be amended as follows:

**A. ~~Article 5.4~~ Transfer of Positions**

~~If a position is transferred from one Employer to MEDNA, such position shall not be considered a vacancy unless the bargaining unit member holding the position at the time resigns, retires or dies. Bargaining unit members who moved with their positions to MEDNA shall, in addition to being employed by MEDNA:1) be considered on a special leave of absence from the original Employer;2) continue to accrue seniority as if actively working for the original Employer;3) retain all layoff/recall rights as if actively working for the original Employer should her/his transferred position be eliminated; and 4) retain all rights to bargaining unit vacancies in the original Employer's bargaining unit as if actively working with the original Employer.~~

**B. Article 6.9 Trial Period**

Any bargaining unit member who is placed in a new job title shall receive a trial period. The duration of the trial period shall be:

Classification A and B positions	10 working days
Classification C and D positions	20 working days
Classification E positions	30 working days
Classification F* G and H positions	45 working days
<del>Programmer**</del> , programmer analyst,**	
network specialist**, <del>HP specialist**</del>	
<b>TECHNICAL SPECIALIST</b>	60 working days

Balance of Article 6.9 remains unchanged.

**C. Article 8.5 Work Schedule For Programmers, Programmer Analysts, HP Systems Specialists, and Network Specialists**

A bargaining unit member shall exercise sound judgment in maintaining a 40 hour per week schedule. A bargaining unit member shall be able to schedule his/her hours including time away from work.

Bargaining unit members shall submit a weekly schedule. The parties recognize that this schedule may need to be adjusted by the bargaining unit member as unforeseen job requirements occur and/or to accommodate the needs of the department. Changes in the schedule will be discussed with the immediate supervisor.

The Employer will not require the bargaining unit member to include Saturday or Sunday work as part of their 40 hour schedule. However, a bargaining unit member who chooses to schedule part of his/her 40 hours on Saturday or Sunday shall receive his/her regular hourly wage for those hours.

**D. Article 8.6 Second and Third Shifts (Computer Operators and Offset Duplicator Operators Work Schedule)**

- A. Scheduling of bargaining unit members to work second shift or third shift shall be done based on adequate staffing need.
- B. When vacancies occur in a specific job having more than one shift, bargaining unit members within that specific job shall be offered the opportunity to apply to work on the shift in which the vacancy occurs. Requests shall be honored based on seniority. If none of the bargaining unit members apply for such shift, the vacant shift shall be filled pursuant to the provisions of Article 6.
- C. Bargaining unit members may take two fifteen minute breaks and a half-hour meal break
- D. Computer operators work schedule shall be:
  - First Shift: 7:00 a.m. – 3:30 p.m.
  - ~~Combination Shift 10:30 a.m. – 7:00 p.m.~~
  - Second Shift: 3:00 p.m. – 11:30 p.m.
  - Third Shift: 11:00 p.m. – 7:30 a.m.

~~Offset Duplicator Operator second shift shall be 3:45 p.m. to 12:15 a.m.~~

Employees will not be involuntarily reassigned from one shift to another and/or an additional shift. However, the computer operators may be reassigned as necessary to another and/or an additional shift.

It is understood that during the time period that the second, **AND** third, ~~combination, and offset duplicator~~ shift person is alone in the department, that person shall not operate any equipment that might be dangerous.

- E. Article 8.7.B. In MEA and MEDNA FOR THE BUILDINGS AND GROUNDS AND I.T. DEPARTMENTS IN MESSA AND FOR THE TECHNICAL SPECIALIST IN MEA FINANCIAL SERVICES,** the Employer will provide four (4) hours notice for daily overtime; in MEA Financial Services, forty-eight (48) hours; in MESSA by noon of the prior day.
- \*\*

- F. Article 8.7.G MESSA, EXCEPT FOR THE BUILDINGS AND GROUNDS AND I.T. DEPARTMENTS,** will not require more than two consecutive Saturdays of overtime.

- G. Article 8.7.I In MESSA, EXCEPT FOR THE BUILDINGS AND GROUNDS AND I.T. DEPARTMENTS,** no more than eight (8) hours overtime will be required per week.

H. **Article 8.7.K** In MEA-FS, **EXCEPT FOR THE TECHNICAL SPECIALIST POSITION**, no more than fifteen (15) hours of overtime will be required per week.

I. **Article 9.9** **Dual Seniority Listing**

A. ~~Bargaining unit members holding a position transferred pursuant to Article 5.4 on or after January 24, 1985, shall be immediately listed on the receiving Employer's seniority list with full credit for all accrued seniority listed on the sending Employer's seniority list with all rights attendant thereto. Following such transfer, affected bargaining unit members shall continue to be listed as a current bargaining unit member on the sending Employer's seniority list with all rights attendant thereto while also being listed on the receiving Employer's seniority list.~~

B. ~~Bargaining unit members holding a position with the MESSA Employer prior to September 1, 1989, who apply for and/or accept an assignment to a MESSA MEDNA position as identified in Section 3 of Letter of Agreement A shall be immediately listed on the MEDNA seniority list with full credit for all accrued seniority as listed on the~~

\*\* For the purposes of this agreement, MESSA I.T. Department shall include MESSA I.T. as well as Shared Services but does not include the Synteam. Buildings and Grounds Department includes Telecommunications.

~~MESSA seniority list, with all rights attendant thereto, while continuing to be listed as a current bargaining unit member on the MESSA seniority list with all rights attendant thereto. This dual seniority listing shall also apply to bargaining unit members holding a position with the MEA Employer prior to September 1, 1989, who apply for and/or accept a MEA-MEDNA position as identified in Section 2 of Letter of Agreement A.~~

C. ~~Any new Employee hired into a MESSA-MEDNA, MEA-MEDNA, or MEA Financial Services MEDNA bargaining unit position on or after January 24, 1985, shall be considered a MEDNA bargaining unit member, shall not receive dual seniority listing, and shall have no special employment rights with any of the other Employers covered by this Agreement.~~

J. **Article 10.7** **Recall Procedures**

Bargaining unit members on layoff shall be offered recall by the Employer who initiated the layoff before any new hires are employed by such Employer provided the laid-off bargaining unit member can satisfactorily perform the work available.

~~Furthermore, to those other Employers upon whose seniority list appears the name of a laid-off employee pursuant to Article 9.9, shall apply all the provisions of Article 10.7.~~

~~In addition to the rights provided in this Article, MEA and MESSA employees shall have recall rights pursuant to Letter of Agreement A, including MEA MEDNA or MESSA MEDNA positions.~~

Balance of Article 10.7 remains unchanged.

**K. Article 15.8.C.1 Separability**

C. In the event that one or more of the Employers terminate its participation in this Agreement that/those Employer(s) shall:

1. Immediately commence negotiations with the USO for a collective bargaining agreement to cover the bargaining unit members affected. ~~and;~~

~~2. Resume full and complete employment responsibilities for all positions, bargaining unit work and bargaining unit members that were transferred from that/those Employer(s) to MEDNA.~~

**L. Article 19.4.B Educational Assistance**

B. This education benefit shall equal no more than ~~\$10,500~~ \$12,000 for MEA, and \$1,750.00 for MEA Financial Services, ~~and \$3,500.00 for MEDNA per contract year.~~

**M. Article 26.1.B. Workers at Employer Sponsored Meetings/Conferences/RAs**

The parties recognize a need for work during meetings and conferences (such as the RA) by bargaining unit members. Therefore, the parties agree that:

A. Sponsoring divisions and/or departments shall send bargaining unit members based upon the need for certain jobs and/or responsibilities of individuals.



- B. If special skills are required, i.e. bookkeepers, then ~~MEDNA~~ **THE APPROPRIATE AFFILIATE MAY** will assign bargaining unit members based on need for special jobs.
- C. Notwithstanding the above, the Employer will make reasonable efforts to avoid involuntarily assigning bargaining unit members

The balance of Article 26 remains unchanged.

## 5. Dual Seniority

- A. Walter Dackiw, Penny Daniels, Kim Grinnell and Tinh-Tam Vance shall be entitled to use their seniority to apply for a vacancy within MESSA pursuant to Article 6.7, as if they were MESSA employees, for the duration of this agreement.
- B. Larry Louth, Terri McCoy and Julie Partee shall be entitled to use their seniority to apply for a vacancy within MEA pursuant to Article 6.7, as if they were MEA employees, for the duration of this agreement.
- C. Terri Jankoviak shall be entitled to use her seniority to apply for a vacancy within MEA Financial Services pursuant to Article 6.7, as if she were an MEA Financial Services Employee, for the duration of this agreement.

## 6. SPECIAL PROVISIONS

- A. Walter Dackiw, Penny Daniels, Kim Grinnell and Tinh-Tam Vance shall be grandparented as follows:

Hours: Article 8.2 shall apply rather than Article 8.3

Benefits: Article 19.1.H. shall apply rather than 19.1.B.

Leave Time: Article 17.17 shall apply rather than Article 17.3.A-D, 17.9 and 17.12

Vacation Scheduling shall be pursuant to Article 17.3.E.

Payment of  
Benefits Article 12.3.B. shall apply rather than Article 12.3.A.

- B. All employees listed in Section 3 above, except Vickie Frayer, shall be grandparented as follows:

Hours: Article 8.3, 8.5 or 8.6 shall apply rather than

Article 8.2

Benefits: Article 19.1.B. shall apply rather than 19.1.H

Leave Time: Article 17.3.A-D, 17.9 and 17.12 shall apply rather than Article 17.17.

Vacation scheduling shall be pursuant to Article 17.4

Payment of Benefits Article 12.3.A. shall apply rather than Article 12.3.B.

- C. These special provisions outlined in A and B above, shall terminate for any affected employee if they voluntarily vacate their current position.

7. The 1996-2004 Master Agreement shall be editorially modified to reflect these changes as mutually agreed.

FOR THE UNITED STAFF ORGANIZATION:\_\_\_\_\_

FOR THE MICHIGAN EDUCATION ASSOCIATION:\_\_\_\_\_

FOR THE MICHIGAN EDUCATION SPECIAL SERVICES ASSOCIATION:\_\_\_\_\_

FOR THE MEA FINANCIAL SERVICES ASSOCIATION:\_\_\_\_\_

**Letter of Agreement “C”**

**LETTER OF AGREEMENT**

For any former bargaining unit member who retired prior to September 1, 1983, and who met the requirements listed in Article 19.5 A. 1, 2 and 3, he/she shall be treated as follows:

1. If the former bargaining unit member receives an early retirement incentive payment in lieu of health insurance he/she shall continue to receive said payment.
2. If the former bargaining unit member receives health insurance and the difference between the cost of the health insurance and the early retirement incentive payment, he/she shall continue to receive health insurance and the difference, if any, between the early retirement incentive payment and the current premium of the health insurance.
3. If a former bargaining unit member elected to receive health insurance only, said health insurance shall continue.

**FOR THE USO:**

Joyce E. Wiseman /s/

September 6, 1989 /s/  
Date

**FOR THE EMPLOYERS:**

Warren D. Culver /s/

September 6, 1989 /s/  
Date

## Letter of Agreement “N”

**LETTER OF AGREEMENT  
between  
ASO/FSA/SSA/USO  
and  
MEA/MEDNA/MESSA/MEA-FS**

The employers and USO agree that:

1. Effective September 1, 1996, the following MEDNA employees will become MESSA employees with the indicated MESSA seniority date:

<b>Name</b>	<b>MESSA Seniority Date as of 9/1/96</b>	<b>Amount of MEDNA Seniority as of 8/31/96</b>	<b>Date of Expiration of MEDNA Seniority</b>
Leo Cruel	4/8/93	3 yrs, 4 mths, 24 days	1/24/00
Lynnette Hankinson	9/9/85	10 yrs, 11 mths, 23 days	8/23/07
Vicki Hughes	9/24/84	11 yrs, 11 mths, 8 days	8/8/08
Esther McClain	9/30/91	4 yrs, 11 mths, 1 day	8/01/01
Sylvia Meyer	3/19/90	6 yrs, 5 mths, 13 days	2/13/03
Thin Nguyen	6/17/85	11 yrs, 2 mths, 15 days	11/15/07
Teresa Pavwoski	11/21/77	6 yrs, 5 mths, 6 days	2/06/03
Loretta Smith	1/25/90	6 yrs, 7 mths, 7 days	4/07/03
Marjorie Stokes	4/29/85	11 yrs, 4 mths, 3 days	1/03/08
Suzanne Waara	10/16/95	10 mths, 16 days	7/16/97
Lena Wise	10/16/95	10 mths, 16 days	7/16/97
Pamela Asher	10/30/78	6 yrs, 5 mths, 6 days	8/31/00
Emmitt Brown	2/17/77	6 yrs, 5 mths, 6 days	8/31/00
Linda Butts	5/6/80	11 yrs, 7 mths, 8 days	8/31/00
Robin Church	9/12/74	11 yrs, 7 mths, 8 days	8/31/00
Sheila Cook	6/3/75	6 yrs, 5 mths, 6 days	8/31/00
Delores Dumback	3/16/77	11 yrs, 7 mths, 8 days	8/31/00
Marilyn Landis	6/5/75	11 yrs, 7 mths, 8 days	8/31/00
Tamela Olmstead	5/9/82	5 yrs, 12 days	8/31/00
Betty Patchett	9/18/75	11 yrs, 7 mths, 8 days	8/31/00
Melinda Pope	7/1/80	6 yrs, 5 mths, 6 days	8/31/00
Patricia Ross	1/3/79	6 yrs, 5 mths, 6 days	8/31/00
Lori Tuttle	5/6/80	11 yrs, 7 mths, 8 days	8/31/00
Alesa Webb	8/24/71	6 yrs, 5 mths, 6 days	8/31/00
Shelly White	4/17/84	5 mths, 26 days	2/26/97

They shall be covered by the provisions of ASO/FSA/SSA/USO contract which apply to other MESSA employees except as otherwise indicated below.

1. Effective September 1, 1996, the following MEDNA employees will become MEA employees with the indicated MEA seniority date.

Name	MEA Seniority Date as of 9/1/96	Amount of MEDNA Seniority as of 8/31/96	Date of Expiration of MEDNA Seniority
Bill Baugh	2/19/96	6 mths, 16 days	3/16/97
Donica Cash	12/9/83	5 yrs, 7 mths, 22 days	4/22/02
Debbie Cheadle	10/15/90	5 yrs, 10 mths, 16 days	4/16/02
Bob Jones	02/06/84	11 yrs, 7 mths, 8 days	8/31/00
Sonia O'Connor	10/15/84	11 yrs, 10 mths, 17 days	7/17/08
Phyllis Hunter	12/20/78	11 yrs, 7 mths, 8 days	8/31/00

2. They shall be covered by the provisions of the ASO/SSA/USO contract which apply to other MEA employees except as otherwise indicated below.
3. Vacation schedules for the employees named above shall be as arranged pursuant to their current contractual provisions through 8/31/96. After that date, for vacations not yet scheduled, the MESSA vacation scheduling procedures shall apply to all employees listed in paragraph 1 above and the MEA vacation scheduling procedure shall apply to all employees listed in paragraph 2 above unless otherwise agreed to by the parties in contract bargaining.
4. For MEDNA/MEDNA employees transferring to MESSA, each employee shall retain an amount of MEDNA seniority equal to the amount of time employed at MEDNA. Said seniority may be used for a term equal to that amount of seniority for the purpose of bidding on MEDNA vacancies and/or to exercise a bump right in MEDNA in the event the employee is notified of layoff. This dual seniority would terminate if the employee voluntarily transferred to another position.
5. For MESSA/MEDNA employees transferring to MESSA, paragraph 4 above shall apply except that the MEDNA seniority shall be retained through 8/31/2000. In addition, this dual seniority would terminate if the employee voluntarily transferred to another position.
6. MEDNA/MEDNA employees transferring to MESSA will be given the option of retaining their current schedule of work (no flex time and no time clock) and their current accrual and use of leave time (including payment of same) or switching to the MESSA contract provisions. If they choose to switch to MESSA provisions as of 9/1/96, they shall be paid off for accumulated MEDNA leave time which exceeds MESSA limits at a full per-diem rate.
7. For MEDNA/MEDNA employees transferring to MEA, each employee shall retain an amount of MEDNA seniority equal to the amount of time employed at MEDNA. Said seniority may be used for a term equal to that amount of seniority for the purpose of bidding on MEDNA vacancies and/or to exercise a bump right in MEDNA in the event that the employee is notified of layoff. This dual seniority would terminate if the employee voluntarily transferred to another position.
8. For MEA/MEDNA employees transferring to MEA, paragraph 7 above shall apply except that the MEDNA seniority shall be retained through 8/31/2000. In addition, this dual seniority would terminate if the employee voluntarily transferred to another position.

9. Effective July 17, 1996, all membership coordinator and membership processor positions shall be posted and filled as either MESSA positions or MEA positions.

\_\_\_\_\_/s/\_\_\_\_\_  
Lynda Goward  
For the USO

\_\_\_\_\_/s/\_\_\_\_\_  
Bob Marshall  
For the Employers

\_\_\_\_\_  
7/17/96  
Date

\_\_\_\_\_  
7/17/96  
Date

**Letter of Agreement “03-24”**

**Appendix 03-24**

**LETTER OF AGREEMENT  
between  
MEA, MESSA and MEA-Financial Services  
and  
MEA ASO-USO, MEAFS FSA-USO and MESSA SSA-USO**

The parties agree to form a joint labor/management Testing Task Force charged with reviewing current testing for ASO, SSA and FSA job descriptions and:

1. Making recommendations concerning which tests should be used for each job description; and
2. Making recommendations concerning the form and content of current tests and testing procedures; and
3. Making recommendations concerning additional or alternate tests.

\_\_\_\_\_/s/  
Robert K. Marshall - For the Employers

\_\_\_\_\_  
03/14/03  
Date

\_\_\_\_\_/s/  
Dave Stafford – For USO

\_\_\_\_\_  
03/14/03  
Date

**Letter of Agreement “03-25”**

**Appendix 03-25**

**LETTER OF AGREEMENT  
between  
MEA, MESSA and MEA-Financial Services  
and  
MEA ASO-USO, MEA FSA-USO and MESSA SSA-USO**

The parties agree to form a joint labor/management Job Description Task Force charged with reviewing current ASO, SSA and FSA job descriptions and:

1. Making recommendations concerning the form used for each job description; and
2. Making recommendations concerning the content as it relates to current expectations, duties and responsibilities.

The parties also agree:

1. That the current job descriptions will remain in effect unless changed in accordance with Article 11.1 of the Agreement; and
2. That no recommended changes to the current job descriptions will be implemented unless there is mutual agreement between the parties; and
3. That the discussions of the Task Force are not to be construed as negotiations between the parties concerning changes in job descriptions as described in Article 11.1 of the Agreement; and
4. That no changes in the classification level of each job description will be implemented as a result of this review; and
5. That the provisions of Article 11 of the Agreement remain in full effect enabling the employers to implement new job descriptions after consulting with USO, enabling the employers to initiate negotiations over changes in job descriptions and enabling the USO to use the job description reclassification process.

\_\_\_\_\_  
/s/  
Robert K. Marshall - For the Employers

\_\_\_\_\_  
03/14/03  
Date

\_\_\_\_\_  
/s/  
Dave Stafford – For USO

\_\_\_\_\_  
03/14/03  
Date



**Letter of Agreement “R”**

**LETTER OF AGREEMENT  
between  
MEA, MEA-FINANCIAL SERVICES AND MESSA  
and  
MEA ASO/USO, MEA FSA/USO AND MESSA SSA/USO**

**RE: Article 6.5 G and Article 6.7 A (9) Interpretation**

This Letter of Agreement, by and between MEA/MESSA/MEA-Financial Services (Employers), and the USO (Union), sets for the understandings and agreements between the parties regarding the interpretation of Article 6.5 G and 6.7 A (9).

It is understood and agreed by the parties that should an employee be disciplined and denied the right to apply for a vacancy under the contractual provisions referenced above, it would be appropriate for an arbitrator to consider the issue of the loss of right to apply for the vacancy as part of any award regarding the discipline issue.

**UNITED STAFF ORGANIZATION**

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Tom Greene  
USO President

August 22, 2007

**MICHIGAN EDUCATION ASSOCIATION**

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Robert K. Marshall  
Chief Negotiator

August 22, 2007

**Letter of Agreement “T”**

**LETTER OF AGREEMENT  
between  
MEA, MEA-FINANCIAL SERVICES AND MESSA  
and  
MEA ASO/USO, MEA FSA/USO AND MESSA SSA/USO**

**RE:   Grievance #7-04-01**

1. Lewis (Mike) Hart and Denny Duprest are MESSA employees in the ASO bargaining unit who chose not to change bargaining units by May 1, 2006. Consequently, they shall remain in the ASO bargaining unit until such time as they apply for and receive a new position at MESSA, resign or retire. At the time they resign or retire, they shall be paid for leave in accordance with Article 12.3 A of the Agreement between ASO/USO and MEA. At the time they apply for and receive a new position at MESSA, they shall be paid for leave in excess of the maximum allowed at that time in accordance with the following formula:
  - A.   Accrued vacation and personal leave shall be counted first to determine if the affected employee has hours in excess of the maximum allowed. If the employee has more total vacation and personal leave than the maximum allowed, the employee shall have vacation and personal leave credited to their new leave bank to the maximum allowed and all personal leave and vacation leave in excess of the maximum allowed shall be paid to the employee at 100% of their 2001-02 wage rate. In addition, all accrued sick leave shall be paid to the employee at 50% of their 2001-02 wage rate.
  - B.   If the employee has less accrued vacation and personal leave than the maximum allowed, the employee's sick leave accruals will be added to the personal and vacation leave accruals. If the employee has combined sick leave, personal leave and vacation leave accruals in excess of the maximum allowed, then the employee shall have the maximum hours allowed credited to their MESSA leave bank, and all hours in excess of maximum allowed shall be paid to the employee at 50% of the 2001-02 wage rate.
2. If the employee has combined sick leave, personal leave and vacation leave accruals less than the maximum allowed, the employee shall carry over all hours into their MESSA leave bank and shall not be paid out for any hours.
3. Lewis (Mike) Hart's 2001-02 wage rate was \$25.69 per hour.
4. Denny Duprest's 2001-02 wage rate was \$18.43 per hour.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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Tom Greene, USO President

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Robert K. Marshall, Chief Negotiator

April 17, 2007

April 17, 2007

**Letter of Agreement “W”**

**LETTER OF AGREEMENT  
between  
MEA, MEA-FINANCIAL SERVICES AND MESSA  
and  
MEA ASO/USO, MEA FSA/USO AND MESSA SSA/USO**

**RE: Work Schedules for Programmer Analysts and Network Specialists**

For all bargaining unit members employed as Programmer Analysts and Network Specialists as of September 1, 2007, the following work schedule shall apply:

1. A bargaining unit member shall exercise sound judgment in maintaining a 40 hour per week schedule. A bargaining unit member shall be able to schedule his/her hours including time away from work.
2. Bargaining unit members shall submit a weekly schedule. The parties recognize that this schedule may need to be adjusted by the bargaining unit member as unforeseen job requirements occur and/or to accommodate the needs of the department. Changes in the schedule will be discussed with the immediate supervisor.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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Tom Greene  
USO President

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Robert K. Marshall  
Chief Negotiator

September 1, 2007

September 1, 2007

**Letter of Agreement "Z"**

**LETTER OF AGREEMENT  
BETWEEN  
MESSA  
AND THE  
SPECIAL SERVICES ASSOCIATION (SSA/USO)**

Re: Retiree health benefits/LMS Coverage Study Committee

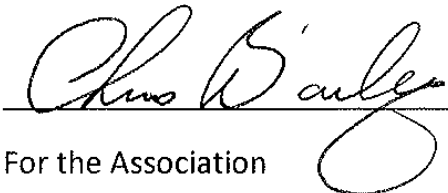
During negotiations for the 2017-2018 Collective Bargaining Agreement, the costs for retiree health benefits and LMS coverage were discussed as an issue that both parties would like to learn more about relative to options and costs. To that end, the parties agree to form a Retiree health benefits/LMS Coverage Study Committee. This Study Committee shall begin once the parties have obtained the outside analysts/consultants necessary to produce good and comprehensive information relative to the issues being studied, but no later than February 13, 2017. Both parties will designate who they want to participate in this Study Committee, with the designees for SSA being chosen by the SSA president.

It is agreed that the Committee will work with analysts and consultants to mutually obtain information about coverage options and cost differences so that both can utilize this information while making potential decisions about options and changes to existing coverage. Any costs associated with the utilization of analysts and consultants for research or group learning sessions shall be paid for by the MEA.

In the event that this committee finds coverage that is equivalent to the current LMS plan that costs less than the current LMS plan, the new plan will be adopted and apply to current employees upon retirement. The agreed upon target date for any possible implementation of changes to the LMS plan shall be no earlier than September 1, 2017.

  
\_\_\_\_\_  
For the Employer

1-30-17  
Date

  
\_\_\_\_\_  
For the Association

1-30-17  
Date