

5814

6/30/2002

MASTER AGREEMENT  
BETWEEN  
GOGEBIC COMMUNITY COLLEGE  
AND THE  
GOGEBIC COMMUNITY COLLEGE  
EMPLOYEES' CHAPTER OF LOCAL #992  
AFSCME, AFL-CIO

Effective Date: July 1, 1999

Expiration Date: June 30, 2002

(60-Day Reopener)

*Gogebic Community College*

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## **AGREEMENT**

This Master Contract, entered into this 1<sup>st</sup> day of July, 1999, by and between the Gogebic Community College Board of Trustees (hereinafter referred to as the Employer) and Local #992, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the Union).

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### **ARTICLE 1. RECOGNITION.**

Pursuant to Act 336, Public Acts as amended, the Employer hereby recognizes the Union is the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement for the Custodial-Maintenance employees; but excluding professional and supervisory employees and all Security personnel.

ARTICLE 2. UNION SECURITY (AGENCY SHOP).

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this agreement.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.
- D. The Union agrees to indemnify and save the Employer and including each individual Community College board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE 3. DUES CHECK OFF.

- A. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph E), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period 30 days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- C. The Employer agrees to provide this service without charge to the Union.
- D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Union for the purpose of payroll deduction of dues.
- E. Authorization Form

ARTICLE 4. REPRESENTATION FEE CHECK OFF.

- A. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph E), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- B. The amount of such representation fee will be determined as set forth in Article II of this contract.
- C. The Employer agrees to provide this service without charge to the Union.
- D. The Union agrees to indemnify and save the Employer and including each individual Community College board member harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.
- E. See attached.

ARTICLE 5. REMITTANCE OF DUES AND FEES.

A. When Deductions Begin.

Check off deductions under all properly executed authorizations for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

B. Remittance of Dues to Financial Officer.

1. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submissions of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 6. UNION REPRESENTATION.

A. Stewards, Alternate Stewards and Unit Chairman.

The Employees covered by this Agreement will be represented by one (1) steward. The Union shall have the exclusive right to designate said steward.

1. The Employer will be notified of the name of the steward and alternate steward.
2. A steward during working hours, without loss of time or pay, may present grievances to the Employer during working hours.

B. Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.
2. All bargaining by the parties shall commence at a time mutually agreed upon.
3. If the employer mutually agrees to meet with the Union during working hours, one employee of the unit will not lose wages.

ARTICLE 7. SPECIAL CONFERENCES.

A. Special conferences for important matters will be arranged between the chapter chairman and the employer or its designated representative upon the request of either party. Such meetings shall be attended by at least one representative of the Council and one representative of the Chapter. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences.

B. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 8. GRIEVANCE PROCEDURE.

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of, or failure to re-employ, any probationary employee; except for Union activity.
  2. Any matters for which there is recourse under State or Federal statutes.
- B. The Union shall designate one representative to handle grievances when requested by the grievant. The Board hereby designates the Superintendent of Buildings and Grounds to act as its representative at Level One as hereinafter described and the President or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean scheduled work days.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts, giving rise to the alleged violation;
  4. It shall cite the section or sub-sections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief required.

Any grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level One - A grievant alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the Superintendent of Building and Grounds or his designee in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing

and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the President or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of receipt of the grievance, the President or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the President or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Union Secretary, the Superintendent of Buildings and Grounds, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant shall, within five (5) days of the discussion, appeal same to Level Three.

Level Three - A copy of the written grievance shall be filed with the Board or their designated agent as specified in Level Two with the endorsement thereon of the approval or disapproval of the Union within five (5) days of receipt of the grievance. The Board or its designated agent shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance.

Within five (5) days of the discussion, the Board or its designated agent shall render its decision in writing, transmitting a copy of the same to the grievant, the Union Secretary, the Superintendent of Buildings and Grounds, the President, and place a copy of same in a permanent file in the Board office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant shall, within eight (8) days of the discussion, appeal same to Level Four.

Level Four - Individual grievants shall not have the right to process a grievance at Level Four.

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may, within twenty (20) days after the decision of the Board or its designated agent, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If

the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association, except each party shall have the right to peremptorily strike not more than three from the list of arbitrators.

2. Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing. Neither party may raise a new defense or ground at the arbitration hearing not previously raised or disclosed to the other party.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Union. Subject to the right of the Board or the Union to judicial review, any unlawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
  - a. he shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - b. He shall have no power to establish salary scales or to change any salary.
  - c. He shall have no power to change any practice, policy or rule of the Board, nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  - d. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - e. He shall have no power to interpret state or federal law.
  - f. He shall not hear any grievance previously barred from the scope of the grievance procedure.

- g. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - h. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
  - i. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - j. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filed.
- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Board.
- G. All preparation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty station.
- H. The time limits provided in this Article shall be strictly observed, but the Union shall be granted a ten (10) day extension at any level of the grievance procedure upon written request.

ARTICLE 9. DISCHARGE AND SUSPENSION.

A. Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge and suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

C. Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure.

D. Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 10. SENIORITY (Probationary Employees).

- A. New employees hired in the unit shall be considered as probationary employees for the first thirty (30) days of work. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day thirty (30) days of work prior to the day he completes the probationary period. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.
- C. Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.
- D. The Employer shall arrange, on the first day of employment, a thirty (30) minute interview period between the chapter chairman and the new employee(s) for the purpose of welcoming the new employee, furnishing him with a copy of the Agreement, authorization cards, explaining the structure of the organization, and providing any other pertinent information.
- E. The Union recognizes that the employer may hire seasonal employees for up to 90 days worked to perform seasonal, temporary or emergency work. Any seasonal employee employed by the Employer will be subject to Article I of the Agreement on the ninety-first (91st) day worked.

ARTICLE 11. SENIORITY LISTS.

- A. Seniority shall not be affected by age, race, sex, marital status or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will provide the chapter chairman with up-to-date seniority lists upon request.

ARTICLE 12. LOSS OF SENIORITY.

- A. An employee shall lose his seniority for the following reasons only:
  - 1. He quits.
  - 2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  - 3. He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
  - 4. If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
  - 5. Return from sick leave and leaves of absence will be treated the same as (3) above.

ARTICLE 13. SENIORITY OF OFFICERS AND STEWARDS.

The steward shall head the seniority list of the unit during his/her term of office.

ARTICLE 14. LAYOFF DEFINED.

- A. The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.
- B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper union representatives at least three weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.
- C. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority; i.e., the least senior employee on the seniority list being laid off first.
- D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of layoff.
- E. During a layoff, there shall be no scheduled overtime.

ARTICLE 15. RECALL PROCEDURE.

- A. When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be made.

ARTICLE 16. TRANSFERS.

- A. Transfer of Employees.

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

- B. The Employer agrees that in any movement of work off-campus not covered by this Agreement, to notify the Union in writing of the change and the names of the employees involved. If the Union disagrees with the change, they shall notify the Employer within five (5) working days. Thereafter, the matter shall become a proper subject for negotiations.

ARTICLE 17. JOB POSTINGS AND BIDDING PROCEDURES.

- A. All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position on the Union bulletin boards. Employees interested shall apply in writing within the seven (7) working days posting period. The senior employee applying for the position who meets the qualifications shall be granted a four-week trial period to determine:
1. His ability to perform the job.
  2. His desire to remain on the job.
- B. The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward.
- C. During the four-week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.
- D. During the trial period, employees will receive the rate of the job they are performing.
- E. Employees required to work in a higher classification shall be paid the rate of the higher classification.
- F. Work generally performed by the bargaining unit can be performed by non-bargaining unit members if the work is turned down by employees covered by this contract.

ARTICLE 18. MILITARY LEAVE OF ABSENCE.

- A. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.

ARTICLE 19. LEAVES OF ABSENCE.

- A. Subject to the approval of the Employer, leaves of absence, without pay, for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position, public or union.
2. Maternity leave (child care).
3. Illness leave (physical or mental).
4. Prolonged illness in immediate family.
5. Educational leave.

Such leave may be extended for like cause.

- B. Employees shall be returned to the position they held at the time the leave of absence was granted, or to a similar position to which his seniority entitles him.
- C. Members of the Union selected to attend a function of the Union shall be allowed time off without pay to attend, subject to the approval of the Employer.

ARTICLE 20. UNION BULLETIN BOARDS.

The Employer will provide a bulletin board in the receiving room which may be used by the Union for posting notices pertaining to Union business.

ARTICLE 21. RATES FOR NEW JOBS.

When a new job is created, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 22. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 23. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classifications. Should the assignment of overtime be unsatisfactory, the parties may agree to a special conference and work out a solution.

ARTICLE 24. VACATION PERIOD.

- A. Vacations will be granted at such times during the year as requested by the employee and approved by the Employer.
- B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- C. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled.
- D. From the date vacation is earned, vacation must be utilized within the next eighteen (18) months. Vacation time will not be lost due to actions of the Employer.
- E. Within the eighteen (18) month period stated in Paragraph D above, sick time will not be counted as part of the eighteen (18) month period.

ARTICLE 25. VACATION ELIGIBILITY.

- A. An employee will earn credits toward vacation with pay in accordance with the following schedule:
  - After one year - five days per year
  - After two years - ten days per year
  - After seven years - fifteen days per year
  - After fourteen years - Twenty days per year
- B. During July and August of each year of this Agreement, employees shall work a seven hour day for eight hours pay; however, an individual employee may elect to work an eight hour day during this period and receive five (5) additional days of vacation time.

ARTICLE 26. HOLIDAY PROVISIONS.

A. The paid holidays are designated as follows:

- |                     |                                 |
|---------------------|---------------------------------|
| 1. Independence Day | One (1) day to be determined    |
| 2. Labor Day        | One (1) day to be determined    |
| 3. Thanksgiving     | Two (2) days to be determined   |
| 4. Christmas        | Three (3) days to be determined |
| 5. New Years        | One (1) day to be determined    |
| 6. Easter           | Two (2) days to be determined   |
| 7. Memorial Day     | One (1) day to be determined    |

ARTICLE 27. TIME AND ONE-HALF AND DOUBLE TIME.

A. Time and one-half will be paid as follows:

1. For all hours worked over eight (8) in one day.
2. When the College is closed due to inclement weather, employees called in to work shall receive time and one-half.
3. For Saturday and Sunday work, if not part of a regularly scheduled work week.
4. For hours in excess of forty (40) hours worked in one week.

B. Double time will be paid as follows:

1. For all hours worked on the seven (7) holidays that are defined in this Agreement, in addition to holiday pay.

ARTICLE 28. SAFETY.

- A. Members of the maintenance and custodial crews who are members of this Union will be asked to accompany investigating personnel and open rooms in order that a search may be conducted. However, Union members are not asked to actually conduct the search.
- B. If a Union members fears for his safety at the time of a bomb threat, he will absent himself for the remainder of that shift and be reimbursed only for those hours that he did work for that day.

ARTICLE 29. FUNERAL LEAVE.

An employee shall be allowed two (2) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The chapter chairman, or his representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral. Additional days may be granted at the option of the employer and shall be deducted from sick leave accumulation.

ARTICLE 30. SICK AND PERSONAL LEAVE.

- A. All employees covered by this Agreement shall accumulated one (1) sick leave day per month, not to exceed twelve (12) days per year, to a maximum of one hundred and sixty (160) days. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.
- B. Up to two (2) personal leave days shall be granted to each employee upon request per year. These days are non-accumulative and not to be deducted from sick leave.

ARTICLE 31. WORKING HOURS (Shift Premium and Hours).

- A. Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, .25 (twenty five cents) per hour shift premium. Employees who work on the third shift shall receive in addition to their regular pay for the pay period, .35 (thirty five cents) per hour shift premium.
- B. Shift hours:  
  
First Shift - 6:30 a.m. to 3:00 p.m.
- C. First shift employees shall be allowed thirty (30) minutes off for lunch not included in their eight (8) hour work day. Second shift employees shall be allowed a paid twenty (20) minute lunch period during their eight (8) hour work day.
- D. Employees may take a coffee break in the a.m. or in the p.m., or during the first half or second half of their regular shift, whichever may apply.
- E. An employee reporting for overtime shall be guaranteed at least two (2) hour's pay at the rate of time and one-half.
- F. Employees filling in for the Supervisor shall receive an additional one (1) hour of pay per day. This additional one (1) hour of pay is not considered for the purpose of computing overtime.
- G. Employees required to work a regular work week that includes Saturday or Sunday work shall be assigned such work on the basis of reverse seniority (i.e., lowest seniority employees first, etc.).

ARTICLE 32. WORKMEN'S COMPENSATION (On-the-Job Injury).

An employee will receive from the Board of Trustees his/her regular pay provided he/she is eligible and is receiving Workmen's Compensation benefits.

Any such employee may choose to award his Workmen's Compensation check to the Board of Trustees. Upon doing so, the Board of Trustees shall deduct from his sick leave accrual the sufficient number of days to cover the actual additional cost to the Board, or the difference between the Workmen's Compensation payment and the amount of his weekly salary.

The above-mentioned difference between Workmen's Compensation and the employee's regular weekly pay shall continue only so long as the employee has sick leave credits. When the sick leave credits are exhausted, the employee shall receive only his Workmen's Compensation benefits.

ARTICLE 33. PAY ADVANCE.

A. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation, providing he gives at least a two-week notice to the Business Office.

B. When an employee retires or quits, he will not receive pay for any unused vacation.

C. Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

ARTICLE 34. HOSPITALIZATION MEDICAL COVERAGE.

A. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family. This coverage shall be applied to all employees covered by the terms of this Agreement. The Employer shall have the right to choose the insurer and the plan deductible. If the 1993 insurance coverage is modified by a change in the plan deductible, any savings associated with such a modification shall be passed on to the employee with the further understanding that the employee shall not assume the payment of any new deductible charges.

B. The Employer agrees to pay the full premium for dental insurance plan for the employee and his family. This coverage shall be applied to all employees covered by the terms of this Agreement. The Employer shall have the right to choose the insurer. Beginning October 1, 1993, the College shall provide the following improvements to the dental program:

- (1) Deductible \$50.00 to \$25.00 on Major Services
- (2) Missing Tooth waiver
- (3) Ortho rider 40% paid by insured
- (4) Major rider 40% paid by insured

C. Beginning with the 1984-85 year, the College shall provide vision coverage comparable to the program to be provided to the MESPA unit. (In the event the Employer stays with the MEBS insurer, the parties agree to reopen the contract for negotiations on the MEBS 3-Star Vision Program only. No other provisions of the contract shall be affected.)

ARTICLE 35. LIFE INSURANCE COVERAGE.

A. The Employer agrees to pay the full premium of whole life insurance plan for each employee, face value of \$5,000.00 while employed.

ARTICLE 36. CONSOLIDATION OR ELIMINATION OF JOBS.

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference.

ARTICLE 37. DISTRIBUTION OF AGREEMENT.

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE 38. APPENDICES.

The following appendices are incorporated and made a part of this Agreement:

- Appendix (A) - Classifications and Rates
- Appendix (B) - Uniforms or Uniform Allowance

ARTICLE 39. NO STRIKE CLAUSE.

The Union and the Employer recognize that strikes and other forms of work stoppages by public school employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action. The employer agrees that during the term of this contract, there will be no lockout.

ARTICLE 40. ENTIRE AGREEMENT.

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 41. WAIVER.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 42. EMPLOYER RIGHTS.

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
  2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
  3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
  4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees, including physical conditions.
  7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of office, departments, divisions or subdivisions, building or other facilities.

8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

**ARTICLE 43. EFFECTIVE DATE.**

This Agreement shall become effective as of July 1, 1999.

**ARTICLE 44. DURATION.**

This Agreement shall be effective as of July 1, 199, and continue in full force and effect until June 30, 2002.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council #25, AFSCME, 710 Chippewa Square, Marquette, MI 49855; and if to the Employer, addressed to Gogebic Community College, #4946 Jackson Road, Ironwood, MI 49938; or to any such address as the Union or the Employer may make available to each other.

FOR THE UNION:

*Goran Harvot*

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FOR THE EMPLOYER:

*Mark S. [Signature]*

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## **APPENDIX A. PAY RATES**

Custodial/Maintenance Classification:

<u>7/1/99</u>	<u>7/1/00</u>	<u>7/1/01</u>
\$13.83	\$14.21	\$14.60

Probationary Pay Rate:

\$7.71 per hour.

Upon completion of probationary period, each worker will receive up to a \$1.49 per hour pay increase annually until Custodian/Maintenance pay rate classification is reached.

If any Custodian is assigned over four (4) hours of painting, that Custodian shall receive an additional 15 cents per hour.

Longevity:

Upon completion of 20 years full time service with the Gogebic Community College, each full time employee shall receive an hourly rate increase of twenty-one cents (\$.21) per hour.

## **APPENDIX B. UNIFORM ALLOWANCE**

The Employer agrees to provide four (4) uniforms per year for each employee.

## **APPENDIX C. RETIREMENT INCENTIVE**

A. The decision to participate in the early retirement incentive plan is expressly voluntary on the part of the employee.

B. The employee must have served at least ten (10) consecutive years for Gogebic Community College and actually retire under the terms of the Michigan Public School Employees Retirement System.

C. The employee must make application for retirement and provide a written statement of resignation of their position to the College at least 45 days before the planned retirement date. The statement of resignation will indicate

that the resignation is for the purpose of retirement and state the effective date of resignation.

D. To receive payments as specified herein, an employee must opt to retire during the year in which he/she becomes eligible to retire.

E. The incentive shall be \$3,000. Payment shall be in three (3) equal installments to be paid in January of each year following retirement for three (3) years.

F. Full retirement as provided herein shall be limited to three (3) employees during any given year.

G. In addition to the sum determined above, the College shall pay the retiree the dependent costs associated with the State health plan and any required deductibles until such time as the employee qualified for Medicare.

H. The employee, through requesting early retirement, agrees that such request shall serve as satisfaction/waiver of any other claim for compensation (e.g. unemployment compensation etc.) against Gogebic Community College.

I. the employee also agrees to waive, in writing, any and all rights and claims against the College arising under the **Age Discrimination in Employment Act**. The employee is advised to consult with an attorney before signing the agreement and will be given sufficient time to decide whether to sign.

J. Service credit purchased by the employee may or may not be used to determine eligibility for retirement, at the option of the employee.