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MASTER AGREEMENT

BETWEEN THE

GOGEBIC COMMUNITY COLLEGE
BOARD OF TRUSTEES

AND THE

GOGEBIC COMMUNITY COLLEGE
EDUCATION SUPPORT PERSONNEL -
WUPEA/MEA-NEA

1998-99
1999-2000

Gogebic Community College

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PREAMBLE

This Agreement is entered into on the 24th day of March, 1999, by and between the Community College District of Gogebic County Board of Trustees, Ironwood, Michigan, hereinafter called the *Board*, and the Gogebic Community College Michigan Educational Support Personnel Association, hereinafter called the *Association*. The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its Bargaining Unit Members with respect to hours, wages, and terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

**ARTICLE 1
RECOGNITION**

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representatives of its employees listed as follows:

All part-time and full-time secretarial and clerical positions, including among others, Secretary to Director of Learning Resources, Receptionist, Clerks Account Payable, Payroll Clerks, Central Supply Clerk, Secretary to Director of Community Services, Secretary to Director of College Projects, Secretary to Dean of Vocational-Technical Programs, Secretary to Financial Aids Officer, Clerk-Book Store Clerk, Book Store Coordinator, Duplication and Key Punch Operator, Secretary to the Dean of Academic Programs and Assistant to the President, Secretary to the Dean of Students, Prison Aides, Computer Lab Assistants, Food Service, Library Facilitator, and Library Aide/Court Reporter Aide.)

Excluded:

The exception being that of the Secretary to the College President, Accountant, Computer Programmer/Operator, and Secretary to the Controller.

ARTICLE 2

ASSOCIATION SECURITY (AGENCY SHOP)

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association or pay a service fee to the Association 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 Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Association 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, re-hired, 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 Association or pay a service fee to the Association 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 Association 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

CONTINUITY OF OPERATIONS

The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, 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 a provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 4
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 Association 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 Employers.
 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 needed of employees for the various job classifications.
 7. Determine the number and location or re-locations of its facilities, including the establishment or re-locations of new schools, buildings, departments, divisions, or sub-divisions thereof and the re-location or closing of offices, 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 organizations, 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 5
PAYROLL DEDUCTION

- A. The Board shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so, the required amount for the payment of dues. Such dues accompanied by a list of bargaining unit members from whom they have been deducted from each, shall be forwarded to the Association no later than thirty (30) days after the deductions were made.
- B. A bargaining unit member who shall tender or authorize the deduction of membership dues required as a condition of acquiring or obtaining membership in the Association shall be deemed to meet the conditions of this Article so long as the bargaining unit member is not more than sixty (60) days in arrears of payment of such dues.
- C. The Association shall notify the Board thirty (30) days prior to any change in its dues.
- D. The Association shall indemnify and save the district 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 Association for the purpose of payroll deduction of dues.

ARTICLE 6
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 Association activity.
 2. Any matter for which there is recourse under State or Federal statutes.
- B. The Association shall designate a grievance committee to handle grievances when requested by the grievant. The Board hereby designates the immediate supervisor 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-section of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.

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 ten (10) days of its alleged occurrence, orally discuss the grievance with the immediate supervisor 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. 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 Association 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 same to the grievant, the Association Secretary, the immediate supervisor, 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 Association, 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 within five (5) days of receipt of the grievance. The Board or their designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance.

Within five (5) days of the discussion, the Board or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Immediate Supervisor, 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 Association, 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 Association 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 their 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 preemptively strike not more than three (3) 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 Association. Subject to the right of the Board or the Association to judicial review, any lawful 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 interpret state or federal law.
 - d. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act on the merits of the grievance until the arbitrability has been determined in a separate award.

- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association 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 Association representative are to be at their assigned duty station.
- H. If any of the time requirements of the above procedures are not met, the grievance shall be automatically moved to the next step. The time requirements shall be strictly observed, but may be waived or extended by written agreement of the parties.

ARTICLE 7

DISCHARGE, DEMOTION AND SUSPENSION

- A. Discharge, demotion, suspension or any other disciplinary action applied to an Association member shall be made only for reasonable and just cause and in accordance with the policies and provisions of this Agreement. Transfer to a position of like job description and pay shall not constitute demotion.
- B. New employees shall be considered to be in a probationary period during their first ninety (90) days of work. Upon completion of the probationary period, the Board shall notify the employee and the Association. A probationary employee shall not be granted the use of the grievance procedure if she/he is discharged, demoted, or suspended.
- C. When non-probationary employees are disciplined, they shall be notified in writing stating the reason for such action. In the event the discipline or discharge of a non-probationary Association member is found to be without just cause, the Board shall order reinstatement and payment of lost wages.

ARTICLE 8

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 Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and 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 and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Matters of concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

ARTICLE 9
SENIORITY

- A. Seniority shall be defined as the length of service as a member of the bargaining unit as of the bargaining unit member's first working day. In the circumstance of more than one individual beginning employment on the same date, prior substitute service, if any, with the College shall be counted.
- B. For purposes related to this section, the seniority list utilizing date of hire shall be grandfathered through June 30, 1993, with employees receiving one (1) year of seniority for each year worked. Effective July 1, 1993, seniority shall be prorated based on the actual number of hours paid, excluding overtime, divided by full-time equivalency (1820) hours. Seniority shall not accrue while a member is on an unpaid leave.
- C. An employee shall lose his/her seniority for the following reasons only:
 - 1. The employee terminates his/her employment.
 - 2. The employee is discharged.
 - 3. The employee 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 grievance procedure.
 - 4. In the event the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

ARTICLE 10

VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined, for purposes of this Agreement, as a position previously held by a bargaining unit member, an administrative secretarial position, a newly created position, or changing a part-time position to a full-time position within the bargaining unit. No vacancy shall be filled until it has been posted for at least ten (10) working days.
- B. Whenever a vacancy occurs or is anticipated, the Office of Personnel shall immediately notify, in writing, the Association. Notice of such vacancy shall be sent to all Association members and shall be mailed to each laid-off bargaining unit member.
- C. Members of the bargaining unit shall be granted full consideration in the filling of any vacancies. Vacancies shall be filled on the basis of experience, competency, qualifications and seniority of the individual.
- D. No employee shall suffer a reduction of pay because of an involuntary transfer.

ARTICLE 11

WORK LOAD AND MEETING

- A. The parties recognize that a working environment conducive to good employee morale is desirable for the operation of the college. Therefore, the college administration will endeavor to establish equitable work loads and listen to suggestions or problems which will provide for improved productivity and employee morale.
- B. The President of the College and the President of the Association shall meet once a month at the request of either party for the purpose of discussing matters of mutual concern in order to maintain open and effective communication.

ARTICLE 12
STAFF REDUCTION

- A. In the event a staff reduction is necessary, the individuals being laid off shall be notified at least ten (10) working days prior to the staff reduction.
- B. If a reduction in staff is necessary, in determining which Association members are to be retained, a bargaining unit member whose position will be eliminated or reduced shall have the right to bump an equivalent position occupied by any of the three (3) least senior equivalent position employees, provided he/she is qualified. Employees shall be limited to bumping within his/her classification. For purposes of this agreement, employees shall be placed in one of the four (4) following classifications: library aide/court reporter aide, computers, food service or secretarial/clerical. No employee shall be moved between classifications unless mutually agreed upon by the parties in writing.
- C. When filling vacancies which occur after a reduction in staff, qualified bargaining unit members, who have been released less than two (2) years, shall be re-hired in accordance with their system seniority providing they are qualified.
- D. The College agrees that qualifications established will not be made in an arbitrary or capricious manner.

ARTICLE 13
SICK AND PAID LEAVES

- A. All full-time employees will be credited with twelve (12) days of sick leave on the date of their employment and with twelve (12) additional days each year thereafter on the anniversary date of their employment. Sick leave will be accumulated up to a maximum of 170 days. No payment will be made for unused leave at any time.
 - 1. Part-time employees on less than a 12-month contract will earn sick leave on the basis of one (1) day per each 140 hours worked up to a maximum of 170 days. No payment will be made for unused leave at any time.
- B. All full-time employees will be credited with two (2) personal leave days per each year of employment. These days can be used for personal business, attendance at funerals, etc. Part-time employees will be credited with one (1) personal leave day per year of employment. Personal leave days cannot be accumulated.
- C. An employee shall be allowed up to three (3) days for funeral leave not deducted from sick leave for death in the family. Such request for leave shall be approved by the employee's immediate supervisor. In case more time is necessary due to distances involved or other unusual circumstances, additional time may be granted with the approval of the employee's immediate supervisor. In appropriate situations, approval will not be withheld.
- D. An employee subpoenaed to be a witness shall be excused from duty with pay providing the employee is not a witness against the college, its officers or agents. An employee who serves on jury duty will be paid the difference between his/her pay and the pay for jury duty. In case of emergency or deadline circumstances, the employer may enter a formal request to the court to have the employee excused.
- E. All employees are to report absences to their respective supervisor on a form to be provided by the Business Office.
- F. All full-time employees will be entitled to vacations from their initial date of employment as follows:
 - From 0 - 1 year..... 5 days per year
 - After 1 through 7 years 10 days per year
 - After 7 through 14 years 15 days per year
 - After 14 years..... 20 days per year
 - 1. Part-time employees shall be credited with vacation time based on their prorated work load.
- G. Vacations may be taken during the first year of employment. However, if the employee is terminated for any reason prior to one year of employment, all vacation used will be repayable to the college.
- H. All vacation is to be taken within a six (6) month period after it is earned. Unused vacation will not be compensated for except upon termination and only then with the approval of the Board of Trustees upon recommendation of the President.

- I. All 40-hour per week employees shall have the option of working a seven (7) hour day during the summer months of June and July or at their declared option receive five (5) additional vacation days in accordance with paragraph F above.
- J. In case of illness or injury which requires hospitalization or home confinement under medical care while on vacation, the employee may verify with his/her immediate supervisor and request a change in status from vacation or sick leave to unpaid leave.
- K. A bargaining unit member who is absent due to injury or illness compensable under the Worker's Compensation law shall receive from the College the difference between the allowance under Worker's Compensation and his/her regular wages. The difference shall be charged to the bargaining unit member's accumulated sick leave and deducted on a prorata basis.

ARTICLE 14

HOLIDAYS

- A. Independence Day One (1) day to be determined
- Labor Day One (1) day to be determined
- Thanksgiving Two (2) days to be determined
- Christmas Three (3) days to be determined
- New Years One (1) day to be determined
- Easter Two (2) days to be determined
- Memorial Day One (1) day to be determined
- B. Full year employees shall have eleven (11) paid holidays per year as designated above. Academic year employees shall have nine (9) paid holidays per year as designated above, excluding Independence Day and Memorial Day.
- C. Part-time employees shall receive paid holidays prorated on their hours worked as compared to full-time employees.
- D. Effective July 1, 1994 and for a period of three (3) years, the computer lab assistants and library aide/court reporter aide shall have their holidays phased in on a prorata basis until such time as they are eligible for the maximum coverage available based on the hours they work.

ARTICLE 15
UNPAID LEAVES

- A. Following one (1) year of employment, an Association member may request and upon approval of the President be granted a leave of absence without pay for a specified period of time. Extension of the leave may be granted if requested in writing thirty (30) days prior to the expiration of the leave. Upon return from leave, the Association member shall be assigned to a position at the same wage step as the position held at the beginning of such leave. Seniority shall not accrue during the leave.
- B. Maternity leave will be granted upon written request by the employee and supported by a statement by the employee's physician. The employee will notify the Board at the earliest opportunity. The employee may elect the option of using accumulated sick leave and/or vacation credit upon commencement of the leave (the balance of time on leave shall be without pay). Leaves will be for a maximum of one (1) year from the start of the approved leave. Upon return from leave, the Association member shall be assigned to the same position as at the beginning of such leave. Seniority shall not accrue during the leave.

ARTICLE 16
HOURS OF WORK

- A. All Association members shall work up to forty (40) hours per week. A normal work day shall include two (2) fifteen (15) minute daily relief periods, excluding a duty-free, uninterrupted lunch period of at least one-half (1/2) hour.
- B. The working schedule of the employees can be adjusted between the hours of 7:00 a.m. to 11:00 p.m., providing the employee and the employee's immediate supervisor are in mutual agreement.
- C. Overtime worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be compensated at one and one-half (1-1/2) times the employee's hourly rate. When the office has been declared officially closed, when a holiday falls during the work week, or when paid sick leave, vacation, bereavement leave, or personal leave are taken, those hours absent shall be counted as hours worked when computing overtime. If any employee is requested to work on a holiday, the employee shall be paid two (2) times employee's regular hourly rate. Any employee requested to work on Sunday will be paid double employee's regular hourly rate.
- D. In the event that the college wishes to experiment with innovative or flexible work scheduling such as a ten (10) hour, four (4) day week, nothing in this article would require the payment of overtime for working in excess of eight (8) hours.
- E. Temporary personnel not in the bargaining unit may be utilized up to thirty (30) work days by the College to substitute for regular employees who are absent from their regular bargaining unit position, or to reduce peak work loads. The parties agree this section shall be strictly adhered to, excepting such time as the College requests and the Union agrees to extend the thirty (30) work day yearly limit in writing. In the event of layoff of any regularly employed Association member, the parties agree that such personnel will not be used to supplant or replace a laid-off member.
- F. Specific work hours shall be determined for book store employees. Any modifications of those hours must be mutually agreed upon by the affected employee(s) and the Dean of Business.

ARTICLE 17

INCLEMENT CONDITIONS

- A. Nothing in this Agreement shall require the Board to keep the College open in the event of inclement weather, or when otherwise prevented by an act of God.
- B. If the College closes due to inclement weather, employees shall not suffer loss of time. Employees called in to work will be paid time and one-half for work done.

ARTICLE 18

BARGAINING UNIT MEMBER SELF-IMPROVEMENT

- A. The parties support the principle of continuing education for Association members and participation in their professional organizations.
- B. Any Association member who is asked to complete a course of study related to his/her responsibilities at an accredited college, university, or other institution shall receive full reimbursement from the Board for tuition, books and laboratory fees.
- C. Employees, their spouse, and dependent children, as defined by IRS, upon successful completion of college courses offered by the college, will be reimbursed their tuition costs. Procedures for applying for this tuition refund will be established by the college.

ARTICLE 19

PERSONNEL FILES AND EMPLOYEE COMPETENCE

- A. An Association member shall have the right to review the contents of all records, excluding initial references of the Board pertaining to said individual, originating after the initial employment and to have an Association representative present at such review.
- B. No material originating after the initial employment shall be placed in an Association member's personal record unless employee has had an opportunity to review said material. The Association member may submit a written notation regarding any material and the same shall be attached to the material in question. If the bargaining unit member believes the material placed or to be placed in employee's file is inappropriate or in error, the employee may receive adjustment, provided cause is shown. If an Association member is requested to sign material to be placed in employee's file, such signature shall be interpreted to mean agreement with the material's content.
- C. An Association member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have an Association representative present.

ARTICLE 20
ASSOCIATION RIGHTS

- A. The Association shall have the right to use the college facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association shall pay the cost of all materials and supplies.
- B. The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the college, together with information which may be necessary for the Association to process any grievance or complaint.
- C. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.
- D. The Association shall have the right to use up to three (3) days without pay for Association business.

ARTICLE 21
INSURANCE PROTECTION

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- A. The College will pay the full premium cost for all full-time employees for the MESSA Super Med 1 medical hospitalization plan with Board paid deductibles for single persons, families, and prescriptions. Payment of the deductibles shall be on the same basis as has been established by the MAHE unit.
- B. Part-time personnel are eligible for the same coverages as above. However, the college's share of the monthly premium will be the same percentage as time worked in the previous year based on a thirty-five (35) hour week.
- C. The College will pay the full premium cost for all full-time employees for a dental program based on a \$50.00 deductible and 50% co-pay progressing to 100% each year the program is in effect. Benefits structure will be furnished to employees. This program will include major services and an orthodontic rider.
- D. Beginning with the 1983-84 year, the College shall provide an additional \$5.00 per month per employee to improve the total dental program. The order of improvements shall be as follows:
 - a. Purchase of Missing Tooth waiver; then
 - b. Denture and Prosthetic 5-year waiver; then
 - c. Major Services Modification; then
 - d. Basic Services Modification.
- E. Upon proper application, the College shall provide a subsidy for the MESSA VSP-3 vision program.
- F. Employees within the system who do not choose to be covered by the provided hospitalization plan may apply the dollar amount of a single MESSA subscriber rate toward an annuity program.
- G. The College shall provide, without cost to each employee, \$10,000 term life insurance with AD&D rider. The choice of carrier shall remain with the College.

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- H. Effective July 1, 1999, the College's insurance contribution shall be capped at the 1998-99 MESSA Super Med 1 PAK rate of \$619.45 per month (\$7,433.40 per year) for PAK A, and \$80.81 per month (\$969.72 per year) for PAK B. Effective May 30 of each year, the Union shall have the option of selecting which MESSA program(s) or other insurance program(s) will be included in the contract and/or PAK and shall be responsible for notifying the College thereof. New plans will become effective the following July 1 of any given year.
- I. Except as provided for in section M below, part-time personnel are eligible for the same coverages as above. However, the college's share of the monthly premium will be the same percentage as time worked in the previous year based on a thirty-five (35) hour week.

- J. The Union agrees to hold the College harmless with regard to any decision by the Union to change programs or carrier and including any claim or damages whatsoever by the Union or individual members or bargaining unit members or their families or covered dependents or beneficiaries.
- K. If the program(s) selected exceeds the capped rate, payment for any excess for said program(s) shall be via individual payroll deduction through an IRC Section 125 salary reduction agreement or by reduction under MCLA 408.477. The 125 reduction agreement documents shall be drafted by the College's attorney and approved by the Union's attorney. In addition, if the program(s) selected are less than the capped rate, the savings shall be the College's.
- L. The deductibles shall be reimbursed as follows: On the first payday in February each year, bargaining unit members who have elected two-person or family coverage shall receive a separate check in the amount of one hundred thirty dollars (\$130) before taxes to cover the cost of their deductible. Bargaining unit members who have elected single-person coverage shall receive a separate check in the amount of sixty-five dollars (\$65) before taxes to cover their deductible.
- M. Employees working three (3) or more hours per day during the academic year shall be eligible to elect prorata two-person or family health insurance coverage, or at the employee's option may elect to receive fully College paid single-person health insurance coverage. Employees working less than three (3) hours per day per year shall not be eligible for benefits outlined in this section, but shall be eligible for a prorata annuity up to the maximum of the single subscriber rate. Said rate shall be capped at the 1998-99 Super Med 1 rate of \$242.91 per month (\$2,914.92 per year).

ARTICLE 22
SALARY SCHEDULE

CLASSIFICATION	July 1, 1998	July 1, 1999
Secretarial/Clerical	\$13.44	\$13.84
After 10 years:	\$13.64	\$14.04
After 15 years:	\$14.04	\$14.44
Computer Lab Assistants	\$10.71	\$11.11
Library Aide/Court Reporter Aide	\$9.94	\$10.34
Food Service	\$8.91	\$9.31

- A. **Secretarial/Clerical** employees, regardless of experience, shall start at the hourly rate of \$6.50 per hour. At the end of the 90-day probation period, the employees shall receive a 75 cent per hour increase. Each year thereafter on July 1st, the employee shall receive \$1.00 per hour until they reach the proper above established rates.
- B. **Computer Lab Assistants**, regardless of experience, shall start at the hourly rate of \$6.00 per hour. On July 1st each year thereafter, the employee(s) shall receive 75 cents per hour until they reach the proper above established rates.
- C. **Library Aide/Court Reporter Aide** employee(s), regardless of experience, shall start at the hourly rate of \$6.00 per hour. On July 1st each year thereafter, the employee(s) shall receive 60 cents per hour until they reach the proper above established rates.
- D. **Food Service** employee(s), regardless of experience, shall start at the hourly rate of \$5.25 per hour. On July 1st of each year thereafter, the employee(s) shall receive 60 cents per hour until they reach the proper above established rates.
- E. Employees earning an Associate Degree shall receive an additional 20 cents per hour upon submission of proof of degree.

ARTICLE 23

MISCELLANEOUS PROVISIONS

- A. The parties agree to draft a *letter of understanding* to address the responsibilities and authority of the Book Store Coordinator.
- B. If the College is affected by any of the recent legislation passed by the Michigan House and Senate (i.e. charter schools, et.al.), the College agrees to provide the ESP reasonable notice and agrees to bargain over the impact on the ESP employees.

ARTICLE 24

EARLY 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 at the end of the contract year.
- D. To receive payments as specified herein, an employee must opt to retire at the end of the contract 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 qualifies 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.

ARTICLE 25

DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of July, ~~1996, 1998~~, and shall continue in effect through June 30, ~~1998~~ 2000. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE GOGEBIC COMMUNITY
COLLEGE EDUCATION SUPPORT
PERSONNEL - WUPEA/MEA-NEA:

Lenore S Jackson

FOR THE GOGEBIC COMMUNITY
COLLEGE BOARD OF TRUSTEES OF THE
CITY OF IRONWOOD, MICHIGAN:

Daryl Foster

Cony Calabro

M. E. L.
