

***MASTER AGREEMENT***

***BETWEEN THE***

***GOGEBIC COMMUNITY***

***COLLEGE***

***BOARD OF TRUSTEES***

***AND THE***

***GOGEBIC COMMUNITY***

***COLLEGE***

***EDUCATION SUPPORT***

***PERSONNEL -***

***WUPEA/MEA-NEA***

***2017-2018***

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1 **ARTICLE 2**

2 **ASSOCIATION SECURITY (AGENCY SHOP)**

- 3 A. Employees covered by this Agreement at the time it becomes effective and who are  
4 members of the Association at that time shall be required, as a condition of continued  
5 employment, to continue membership in the Association or pay a service fee to the  
6 Association equal to dues and initiation fees uniformly charged for membership for the  
7 duration of this Agreement.
- 8 B. Employees covered by this Agreement who are not members of the Association at the time  
9 it becomes effective shall be required as a condition of continued employment to become  
10 members of the Association or pay a service fee equal to dues and initiation fees required  
11 for membership commencing thirty (30) days after the effective date of this Agreement, and  
12 such condition shall be required for the duration of this Agreement.
- 13 C. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the  
14 effective date of this Agreement and covered by this Agreement shall be required as a  
15 condition of continued employment to become members of the Association or pay a service  
16 fee to the Association equal to dues and initiation fees required for membership for the  
17 duration of this Agreement, commencing the thirtieth (30th) day following the beginning of  
18 their employment in the unit.
- 19 D. The Association agrees to indemnify and save the Employer and including each individual  
20 Community College Board Member, harmless against any and all claims, demands, costs,  
21 suits or other forms of liability including back-pay and all court or administrative agency  
22 costs that may arise out of or by reason of, action by the Board for the purpose of  
23 complying with this Agreement.

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26 Sections A, B, and C of this article are unenforceable under current law and therefore will  
27 not be continued. If future legislation or court rulings make these sections enforceable, then  
28 they will be reinstated as part of this agreement.  
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1 **ARTICLE 3**

2 **CONTINUITY OF OPERATIONS**

3 The Association and the Board recognize that strikes and other forms of work  
4 stoppages by employees are contrary to law and public policy. The Association and the Board  
5 subscribe to the principle that differences shall be resolved by peaceful and appropriate means  
6 without interruption of the school program. The Association, therefore, agrees that its officers,  
7 representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or  
8 condone, nor shall any employee take part in any strike, slowdown or stoppage of work,  
9 boycott, picketing or other interruption of activities in the school system. Failure or refusal on  
10 the part of any employee to comply with a provision of this Article shall be cause for whatever  
11 disciplinary action is deemed necessary by the Board.

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**ARTICLE 4**  
**EMPLOYER RIGHTS**

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3 A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the  
4 Employer, except those which are clearly and expressly relinquished herein by the  
5 Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer  
6 without prior negotiations with the Association either as to the taking of action under such  
7 rights or with respect to the consequence of such action during the term of this Agreement.  
8 Such rights shall include by way of illustration and not by way of limitation, the right to:
- 9 1. Manage and control the school's business, the equipment, the operations, and to  
10 direct the working forces and affairs of the Employers.
  - 11 2. Continue its rights of assignment and direction of work of all of its personnel,  
12 determine the number of shifts and hours of work and starting times and scheduling  
13 of all the foregoing, but not in conflict with the specific provisions of this Agreement  
14 and the right to establish, modify or change any work or business hours or days.
  - 15 3. The right to direct the working forces, including the right to hire, promote, suspend  
16 and discharge employees, transfer employees, assign work or extra duties to  
17 employees (if above the employee's classification, such assignment will be  
18 temporary and of a short duration), determine the size of the work force and to lay  
19 off employees so long as such action does not conflict with the seniority and layoff  
20 and recall provisions of this Agreement.
  - 21 4. Determine the services, supplies, and equipment necessary to continue its  
22 operations and to determine the methods, schedules and standards of operation, the  
23 means, methods, and processes of carrying on the work including automation  
24 thereof or changes therein, the institution of new and/or improved methods or  
25 changes therein.
  - 26 5. Adopt reasonable rules and regulations.
  - 27 6. Determine the qualifications needed of employees for the various job classifications.
  - 28 7. Determine the number and location or re-locations of its facilities, including the  
29 establishment or re-locations of new schools, buildings, departments, divisions, or  
30 sub-divisions thereof and the re-location or closing of offices, departments, divisions  
31 or subdivisions, building or other facilities.
  - 32 8. Determine the placement of operations, production, service, maintenance or  
33 distribution of work, and the source of materials and supplies.
  - 34 9. Determine the financial policies, including all accounting procedures, and all matters  
35 pertaining to public relations.

1 10. Determine the size of the management organizations, its functions, authority,  
2 amount of supervision and table or organization provided that the Employer shall not  
3 abridge any rights from employees as specifically provided for in this Agreement.

4 11. Determine the policy affecting the selection, testing or training of employees,  
5 providing that such selection shall be based upon lawful criteria.

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

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1 **ARTICLE 5**

2 **PAYROLL DEDUCTION**

- 3 A. The Board shall deduct from the pay of each bargaining unit member from whom it receives  
4 authorization to do so, the required amount for the payment of dues. Such dues  
5 accompanied by a list of bargaining unit members, from whom they have been deducted  
6 from each, shall be forwarded to the Association no later than thirty (30) days after the  
7 deductions were made.
- 8 B. A bargaining unit member who shall tender or authorize the deduction of membership dues  
9 required as a condition of acquiring or obtaining membership in the Association shall be  
10 deemed to meet the conditions of this Article so long as the bargaining unit member is not  
11 more than sixty (60) days in arrears of payment of such dues.
- 12 C. The Association shall notify the Board thirty (30) days prior to any change in its dues.
- 13 D. The Association shall indemnify and save the district harmless against any and all claims,  
14 demands, suits or other forms of liability that may arise out of or by reason of action taken  
15 or not taken by the employer or in reliance upon signed authorization cards or lists furnished  
16 to the employer by the Association for the purpose of payroll deduction of dues.

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**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 workdays.

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.

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

4 **Level Three:** A copy of the written grievance shall be filed with the Board or their  
5 designated agent as specified in Level Two within five (5) days of receipt of the grievance.  
6 The Board or their designated agent shall arrange a meeting with the grievant and/or the  
7 designated Association representative, at the option of the grievant, to discuss the  
8 grievance.

9 Within five (5) days of the discussion, the Board or their designated agent shall render their  
10 decision in writing, transmitting a copy of the same to the grievant, the Association  
11 Secretary, the Immediate Supervisor, the President and place a copy of same in a  
12 permanent file in the Board office.

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

16 **Level Four:** Individual grievants shall not have the right to process a grievance at Level  
17 Four:

- 18 1. If the Association is not satisfied with the disposition of the grievance at Level Three,  
19 it may within twenty (20) days after the decision of the Board or their designated  
20 agent refer the matter for arbitration to the American Arbitration Association, in  
21 writing, and request the appointment of an arbitrator to hear the grievance. If the  
22 parties cannot agree upon an arbitrator, he shall be selected in accordance with the  
23 rules of the American Arbitration Association, except each party shall have the right  
24 to preemptively strike not more than three (3) from the list of arbitrators.
- 25 2. Each party shall submit to the other party not less than three (3) days prior to the  
26 hearing, a pre-hearing statement alleging facts, grounds and defenses which will be  
27 proven at the hearing. Neither party may raise a new defense or ground at the  
28 arbitration hearing not previously raised or disclosed to the other party.
- 29 3. The decision of the arbitrator shall be final and conclusive and binding upon  
30 employees, the Board and the Association. Subject to the right of the Board or the  
31 Association to judicial review, any lawful decision of the arbitrator shall be forthwith  
32 placed into effect.
- 33 4. Powers of the arbitrator are subject to the following limitations:
  - 34 a. He shall have no power to add to, subtract from, disregard, alter or modify  
35 any of the terms of this Agreement.
  - 36 b. He shall have no power to establish salary scales or to change any salary.

- 1           c. He shall have no power to interpret state or federal law.
- 2           d. If either party disputes the arbitrability of any grievance under the terms of
- 3                 this Agreement, the arbitrator shall have no jurisdiction to act on the merits of
- 4                 the grievance until the arbitrability has been determined in a separate award.
- 5 F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the
- 6     Association and 50% for the Board.
- 7 G. All preparation or consideration of grievances shall be held at times other than when an
- 8     employee or a participating Association representative are to be at their assigned duty
- 9     station.
- 10 H. If any of the time requirements of the above procedures are not met, the grievance shall be
- 11     automatically moved to the next step. The time requirements shall be strictly observed, but
- 12     may be waived or extended by written agreement of the parties.

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1 **ARTICLE 7**

2 **DISCHARGE, DEMOTION AND SUSPENSION**

- 3 A. Discharge, demotion, suspension or any other disciplinary action applied to an Association  
4 member shall be made only for reasonable and just cause and in accordance with the  
5 policies and provisions of this Agreement. Transfer to a position of like job description and  
6 pay shall not constitute demotion.
- 7 B. New employees shall be considered to be in a probationary period during their first ninety  
8 (90) calendar days of employment. The probationary period may be extended to a  
9 maximum of 180 calendar days only by mutual agreement. Upon completion of the  
10 probationary period, the Board shall notify the employee and the Association. A  
11 probationary employee shall not be granted the use of the grievance procedure if she/he is  
12 discharged, demoted, or suspended.
- 13 C. When non-probationary employees are disciplined, they shall be notified in writing stating  
14 the reason for such action. In the event the discipline or discharge of a non-probationary  
15 Association member is found to be without just cause, the Board shall order reinstatement  
16 and payment of lost wages.
- 17 D. An Association member shall be notified, in advance, in writing, of the purpose of a meeting  
18 where an unsatisfactory rating and/or disciplinary action is contemplated and shall be  
19 entitled to have an Association representative present.

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1 **ARTICLE 8**

2 **WAIVER**

3 The parties acknowledge that during the negotiations which resulted in this Agreement,  
4 each had the unlimited right and opportunity to make demands and proposals with respect to  
5 any subject or matter not removed by law from the area of collective bargaining and that the  
6 understandings and agreements arrived at by the parties after the exercise of that right and  
7 opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life  
8 of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other  
9 shall not be obligated to bargain collectively with respect to any subject or matter referred to or  
10 covered by this Agreement and with respect to any subject or matter not specifically referred to  
11 or covered in this Agreement, even though such subject or matter may not have been within the  
12 knowledge and contemplation of either or both of the parties at the time that they negotiated or  
13 signed this Agreement. Matters of concern may be subject to negotiation during the period of  
14 this Agreement upon the request and mutual agreement of both parties.

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1 **ARTICLE 9**

2 **SENIORITY**

- 3 A. Seniority shall be defined as the length of service as a member of the bargaining unit as of  
4 the bargaining unit member's first working day. In the circumstance of more than one  
5 individual beginning employment on the same date, prior substitute service, if any, with the  
6 College shall be counted.
- 7 B. For purposes related to this section, the seniority list utilizing date of hire shall be  
8 grandfathered through June 30, 1993, with employees receiving one (1) year of seniority for  
9 each year worked. Effective July 1, 1993, seniority shall be prorated based on the actual  
10 number of hours paid, excluding overtime, divided by full-time equivalency (1820) hours.  
11 Seniority shall not accrue while a member is on an unpaid leave.
- 12 C. An employee shall lose his/her seniority for the following reasons only:
- 13 1. The employee terminates his/her employment.
  - 14 2. The employee is discharged.
  - 15 3. The employee is absent for five (5) consecutive working days without notifying the  
16 Employer. In proper cases, exceptions shall be made. After such absence, the  
17 Employer will send written notification to the employee at his last known address that  
18 he has lost his seniority, and his employment has been terminated. If the disposition  
19 made of any such case is not satisfactory, the matter shall be referred to the  
20 grievance procedure.
  - 21 4. In the event the employee does not return to work when recalled from layoff as set  
22 forth in the recall procedure. In proper cases, exceptions shall be made.
- 23

1 **ARTICLE 10**

2 **VACANCIES, TRANSFERS AND PROMOTIONS**

- 3 A. A vacancy shall be defined, for purposes of this Agreement, as a position previously held by  
4 a bargaining unit member, an administrative secretarial position, a newly created position,  
5 or changing a part-time position to a full-time position within the bargaining unit. No vacancy  
6 shall be filled until it has been posted for at least ten (10) working days.
- 7 B. Whenever a vacancy occurs or is anticipated, the Office of Personnel shall immediately  
8 notify, in writing, the Association. Notice of such vacancy shall be sent to all Association  
9 members and shall be mailed to each laid-off bargaining unit member.
- 10 C. Members of the bargaining unit shall be granted full consideration in the filling of any  
11 vacancies. Vacancies shall be filled on the basis of experience, competency, qualifications  
12 and seniority of the individual. Currently employed bargaining unit members shall be  
13 considered for any vacancies before laid-off bargaining unit members subject to recall,  
14 regardless of the seniority of the laid-off bargaining unit member.
- 15 D. No employee shall suffer a reduction of pay because of an involuntary transfer.
- 16 E. Current employees moving to another position in a higher classification shall be considered  
17 to be in a trial period during their first ninety (90) calendar days in the new position. During  
18 this trial period, the employee shall receive training in the duties of the new position. The  
19 trial period may be extended to a maximum of 180 calendar days only by mutual  
20 agreement. Upon completion of the trial period, the Board shall notify the employee and the  
21 Association.
- 22 F. If before the end of the trial period the employee's performance is found unsatisfactory by  
23 an evaluation procedure, or at the employee's discretion, the employee shall move back to  
24 their previous classification and position.
- 25 G. When question of performance arise, the supervisor will evaluate the employee and give  
26 them specific directions for improvement. Training will then be provided. A lack of  
27 communication by the supervisor will result in a satisfactory evaluation.
- 28 H. In the event of transferring to another position or retirement, the employee training the  
29 replacement employee will receive an additional \$.40 an hour over the trainer's current  
30 wage during training. Training hours will be verified and agreed upon by the transferring or  
31 retiring employee and the direct supervisor of the vacated position.

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1 **ARTICLE 11**

2 **WORK LOAD AND MEETING**

3 A. The parties recognize that a working environment conducive to good employee morale is  
4 desirable for the operation of the college. Therefore, the college administration will  
5 endeavor to establish equitable workloads and listen to suggestions or problems which will  
6 provide for improved productivity and employee morale.

7 B. The President of the College, the President of the Association, and another Association  
8 member shall meet once a month at the request of either party for the purpose of  
9 discussing matters of mutual concern in order to maintain open and effective  
10 communication.

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**ARTICLE 12**  
**STAFF REDUCTION**

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- 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. 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, except as provided by Article 10, paragraph C. Only laid-off full-time staff shall have priority consideration in filling vacant full-time positions.
- D. The College agrees that qualifications established will not be made in an arbitrary or capricious manner.

1 **ARTICLE 13**

2 **SICK AND PAID LEAVES**

- 3 A. All full-time employees will be credited with twelve (12) days of sick leave on the date of  
4 their employment and with twelve (12) additional days each year thereafter on the  
5 anniversary date of their employment. Sick leave will be accumulated up to a maximum of  
6 170 days. No payment will be made for unused leave at any time.
- 7 1. Part-time employees on less than a 12-month contract will earn sick leave on the  
8 basis of one (1) day per each 140 hours worked up to a maximum of 170 days. No  
9 payment will be made for unused leave at any time.
- 10 B. All full-time employees hired before July 1, 2013 will be credited with five (5) personal leave  
11 days per year. These days can be used for personal business, attendance at funerals, etc.  
12 Part-time employees will be credited with two (2) personal leave days per year. Personal  
13 leave days cannot be accumulated.
- 14 1. All full-time employees hired after July 1, 2013 will be credited with three (3) personal  
15 leave days per year. These days can be used for personal business, attendance at  
16 funerals, etc. Part-time employees hired after July 1, 2013 will be prorated based on  
17 percent of hours per year with a minimum of two (2) personal leave days per year.  
18 These leave days can accumulate up to five days for both full-time and part-time  
19 employees hired after July 1, 2013.
- 20 C. An employee shall be allowed up to three (3) days for funeral leave not deducted from sick  
21 leave for death in the family. Such request for leave shall be approved by the employee's  
22 immediate supervisor. In case more time is necessary due to distances involved or other  
23 unusual circumstances, additional time may be granted with the approval of the employee's  
24 immediate supervisor. In appropriate situations, approval will not be withheld.
- 25 D. An employee subpoenaed to be a witness shall be excused from duty with pay providing the  
26 employee is not a witness against the college, its officers or agents. An employee who  
27 serves on jury duty will be paid the difference between his/her pay and the pay for jury duty.  
28 In case of emergency or deadline circumstances, the employer may enter a formal request  
29 to the court to have the employee excused.
- 30 E. All employees are to report absences to their respective supervisor on a form to be provided  
31 by the Business Office.
- 32 F. All full-time employees will be entitled to 20 vacation days per year. Employees already  
33 over 20 vacation days per year will remain at 25 vacation days per year.

- 1 1. Part-time employees shall be credited with vacation time based on their prorated  
2 workload.
- 3 G. Vacations may be taken during the first year of employment. However, if the employee is  
4 terminated for any reason prior to one year of employment, all vacation used will be  
5 repayable to the college.
- 6 H. All vacation is to be taken within a six (6) month period after it is earned. Not more than 10  
7 days (80 hours) may be carried forward into the next contract year, and they must be used  
8 by December 31<sup>st</sup> of that year or will be forfeited. Unused vacation will not be compensated  
9 for except upon termination and only then with the approval of the Board of Trustees upon  
10 recommendation of the President.
- 11 I. In case of illness or injury which requires hospitalization or home confinement under  
12 medical care while on vacation, the employee may verify with his/her immediate supervisor  
13 and request a change in status from vacation or sick leave to unpaid leave.
- 14 J. A bargaining unit member who is absent due to injury or illness compensable under the  
15 Worker's Compensation law shall receive from the College the difference between the  
16 allowance under Worker's Compensation and his/her regular wages. The difference shall be  
17 charged to the bargaining unit member's accumulated sick leave and deducted on a prorata  
18 basis.
- 19 K. Sick Leave Bank
- 20 1. A Sick Leave Bank shall be established by deducting one (1) sick day from each full-  
21 time MESPA staff member (pro-rated for part-time members) accumulation of sick leave.  
22 The assets of the sick leave bank shall be used for illness or disability of members of the  
23 MESPA staff
- 24 2. All full-time MESPA staff shall be credited with twelve (12) sick days (pro-rated for part-  
25 time members) each year for absence due to personal illness or injury which will be  
26 accumulated from year to year to a total of one hundred seventy (170) days. No payment  
27 will be made for unused sick leave.
- 28 3. An employee must request sick leave from the bank in writing to the Dean of Business.  
29 All requests should indicate the estimated number of sick leave days required and any  
30 information related to pending disability claims. A physician's statement may be required.  
31 Requests for sick leave are for the use of the employee only.
- 32 4. The MESPA Executive Committee will review the sick leave bank request. They will  
33 also determine, if any, the number of sick days to be granted. No employee may receive  
34 more than twenty (20) working days in one year. (The year is defined as beginning on

1 the first day the sick leave is used and ending 365 days later.) If the employee does not  
2 use all of the sick days granted, the sick days are returned to the sick leave bank.

3 5. An employee must exhaust all accumulated sick leave, vacation leave and personal  
4 days before receiving days from the sick leave bank.

5 6. The employee is required to replenish the sick leave bank at a rate of 6 sick days per  
6 year until the amount used is paid back, also a member may pay the sick leave bank  
7 back at June 30, with any unused vacation or personal time if they so wish.

8 7. The sick leave bank may not carry more than 100 sick days at anytime. If the sick  
9 bank has more than 100 days when an employee is in repayment status the excess  
10 days will be discarded and filled with the repayment days.

11 8. At the time of retirement, a MESPA employee may donate up to 10 sick days to the  
12 sick leave bank as long as the 100 days has not been accumulated.

### 13 **Catastrophic Illness**

14 1. MESPA members may donate to a member in need after the individual has  
15 exhausted their personal time and the allowable sick leave bank time. This is not limited  
16 to MESPA members it could be to Faculty and Non-Affiliated. A donation will be made  
17 through the Dean of Business Services office.

18 2. The maximum number of days that a member can collect is 80 days in a one year  
19 time period.

20 3. The contributed days will not be paid back once used

21 4. If a member does not exhaust the donated sick time within one year from the date of  
22 their return back to work, then the remaining days will be prorated back to the individuals  
23 that made the donation.

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**ARTICLE 14  
HOLIDAYS**

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- 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..... Five (5) 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 thirteen (13) paid holidays per year as designated above. Academic year employees shall have eleven (11) 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. On December 24<sup>th</sup> through January 1<sup>st</sup> the college will be closed. In the instances where there are seven (7) working days between December 24<sup>th</sup> and January 1<sup>st</sup> each member will contribute a personal or vacation day, at the employee’s discretion, to meet the seven (7) day vacation period.
- E. Each employee is allowed to take their birthday off with pay, and if their birthday falls on a weekend or holiday, a replacement day will be given.

**ARTICLE 15**  
**UNPAID LEAVES**

1  
2  
3 A. Following one (1) year of employment, an Association member may request and upon  
4 approval of the President be granted a leave of absence without pay for a specified period  
5 of time. Extension of the leave may be granted if requested in writing thirty (30) days prior to  
6 the expiration of the leave. Upon return from leave, the Association member shall be  
7 assigned to a position at the same wage step as the position held at the beginning of such  
8 leave. Seniority shall not accrue during the leave.

9 B. Maternity leave will be granted upon written request by the employee and supported by a  
10 statement by the employee's physician. The employee will notify the Board at the earliest  
11 opportunity.

12 The employee may elect the option of using accumulated sick leave and/or vacation credit  
13 upon commencement of the leave (the balance of time on leave shall be without pay).

14 Leaves will be for a maximum of one (1) year from the start of the approved leave. Upon  
15 return from leave, the Association member shall be assigned to the same position as at the  
16 beginning of such leave. Seniority shall not accrue during the leave.

17

**ARTICLE 16**  
**HOURS OF WORK**

- 1
- 2
- 3 A. All Association members shall work up to forty (40) hours per week. A normal workday shall
- 4 include two (2) fifteen (15) minute daily relief periods, excluding a duty-free, uninterrupted
- 5 lunch period of at least one-half ( $\frac{1}{2}$ ) hour.
- 6 B. The working schedule of the employees can be adjusted between the hours of 7:00 a.m. to
- 7 11:00 p.m., providing the employee and the employee's immediate supervisor are in mutual
- 8 agreement.
- 9 C. Overtime worked in excess of eight (8) hours in any one day or forty (40) hours in any one
- 10 week shall be compensated at one and one-half ( $1\frac{1}{2}$ ) times the employee's hourly rate.
- 11 When the office has been declared officially closed, when a holiday falls during the work
- 12 week, or when paid sick leave, vacation, bereavement leave, or personal leave are taken,
- 13 those hours absent shall be counted as hours worked when computing overtime. If any
- 14 employee is requested to work on a holiday, the employee shall be paid two (2) times
- 15 employee's regular hourly rate. Any employee requested to work on Sunday will be paid
- 16 double employee's regular hourly rate.
- 17 D. In the event that the college wishes to experiment with innovative or flexible work scheduling
- 18 such as a ten (10) hour, four (4) day week, nothing in this article would require the payment
- 19 of overtime for working in excess of eight (8) hours.
- 20 E. Temporary personnel not in the bargaining unit may be utilized up to thirty (30) workdays by
- 21 the College to substitute for regular employees who are absent from their regular bargaining
- 22 unit position, or to reduce peak workloads. The parties agree this section shall be strictly
- 23 adhered to, excepting such time as the College requests and the Union agrees to extend
- 24 the thirty (30) work day yearly limit in writing. In the event of layoff of any regularly employed
- 25 Association member, the parties agree that such personnel will not be used to supplant or
- 26 replace a laid-off member.
- 27 F. Specific work hours shall be determined for bookstore employees. Any modifications of
- 28 those hours must be mutually agreed upon by the affected employee(s) and the Dean of
- 29 Business.
- 30 G. If an employee contacted with a college issued cellphone has to return to the college
- 31 campus or off campus center to provide support, the employee will be paid a minimum of
- 32 one and one-half ( $1\frac{1}{2}$ ) times the employee's hourly rate.
- 33

1 **ARTICLE 17**

2 **INCLEMENT CONDITIONS**

- 3 A. Nothing in this Agreement shall require the Board to keep the College open in the event of  
4 inclement weather, or when otherwise prevented by an act of God.
- 5 B. If the College closes due to inclement weather, employees shall not suffer loss of time.  
6 Employees called in to work will be paid time and one-half for work done.  
7



1 **ARTICLE 18**

2 **BARGAINING UNIT MEMBER SELF-IMPROVEMENT**

- 3 A. The parties support the principle of continuing education for Association members and  
4 participation in their professional organizations.
- 5 B. Any Association member who is asked to complete a course of study related to his/her  
6 responsibilities at an accredited college, university, or other institution shall receive full  
7 reimbursement from the Board for tuition, books and laboratory fees.
- 8 C. Tuition will be waived for Gogebic Community College offered courses for all MESPA  
9 members in good standing, their spouses, and dependent children, as defined by the IRS.  
10 In the event that the course is not completed with a passing grade, the tuition will be paid to  
11 the college by the MESPA member within 1 year. Procedures surrounding this policy will be  
12 established by the College. Auditing of a course does not qualify for this.

13

1 **ARTICLE 19**

2 **PERSONNEL FILES AND EMPLOYEE COMPETENCE**

- 3 A. An Association member shall have the right to review the contents of all records, excluding  
4 initial references of the Board pertaining to said individual, originating after the initial  
5 employment and to have an Association representative present at such review.
- 6 B. No material originating after the initial employment shall be placed in an Association  
7 member's personal record unless employee has had an opportunity to review said material.  
8 The Association member may submit a written notation regarding any material and the  
9 same shall be attached to the material in question. If the bargaining unit member believes  
10 the material placed or to be placed in employee's file is inappropriate or in error, the  
11 employee may receive adjustment, provided cause is shown. If an Association member is  
12 requested to sign material to be placed in employee's file, such signature shall be  
13 interpreted to mean agreement with the material's content.
- 14 C. Any adverse material within an employee's personnel file shall be expunged three years  
15 after the filing providing there has been no recurrence of events or similar events which  
16 triggered the initial material.

17

1 **ARTICLE 20**

2 **ASSOCIATION RIGHTS**

- 3 A. The Association shall have the right to use the college facilities and equipment at  
4 reasonable times when such facilities and equipment are not otherwise in use. The  
5 Association shall pay the cost of all materials and supplies.
- 6 B. The Board agrees to furnish to the Association, in response to written requests, information  
7 concerning the financial resources of the college, together with information which may be  
8 necessary for the Association to process any grievance or complaint.
- 9 C. The rights granted herein to the Association shall not be granted or extended to any other  
10 competing labor organization.
- 11 D. The Association shall have the right to use up to three (3) days without pay for Association  
12 business.
- 13

**ARTICLE 21**  
**INSURANCE PROTECTION**

A. The College shall provide the following MESSA PAK insurance coverages:

<b>PAK A</b>	<b>PAK B</b>
Choices II with \$20 Office Visit, \$100-\$200 deductible \$10-\$20 prescription card Delta Dental 100/100/90/75 VSP 3 Plus-Platinum 1 x Annual Salary Term Life with AD&D	--- Delta Dental 100/100/90/75 VSP 3 Plus-Platinum 1 x Annual Salary Term Life with AD&D

**-- or --**

*ABC Plan 1*  
*Delta Dental 100/100/90/75*  
*VSP 3 Plus-Platinum*  
*1 x Annual Salary Term Life with AD&D*

The college will also provide the MESSA ABC plan with the \$1,350 HSA deductible for single and a \$2,700 HSA deductible for two person and family.

Annual maximum for Delta Dental will increase to \$2,000.

The parties agree that, pursuant to PA 152 of 2011, the 80/20 option shall be maintained for the 2016-2017 contract year. The college agrees to pay 80% of the plan and deductible costs of the MESSA ABC plan. Any costs above this dollar amount that would be incurred if an employee chooses to select the Choices II plan will be borne by the employee.

The 80% deductible amount will be prefunded by the college by the first week of January, and any employee that leaves during the deductible calendar year, will be responsible to pay back the college the deductible allotted for the 12-month period in which they will not be employed by the Gogebic. The parties agree to revisit the PA 152 option each May following receipt of insurance premiums. The parties further agree that, should the Hard Cap option be adopted, the Association can direct the College in regards to the amount of the member copayments providing that the College receives full credit for the hard cap amounts per individual plan.

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B. Part-time personnel are eligible for the same coverage's 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 (30) hour week. For employees hired after July 1, 2006, 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. Employees working part-time are eligible to receive prorated health insurance benefits based on a 30-hour work week per federal law. Benefits are listed in Article 21 Section A and B along with the addition of the option for the employee to elect not to receive health insurance and take an in-lieu cash payment up to the maximum of \$3,000. The in-lieu cash benefit will be prorated on a 35-hour workweek and will be paid on the last payroll of the fiscal year.

D. The Association has the right to select a different health insurance plan design during the contract year that allows the Association to save on monthly premium cost contributions following the approval of the plan change by the plan provider.

**ARTICLE 22**  
**SALARY SCHEDULE**

<b>Wage Table</b>											
<b>Grade</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>1</b>	\$12.72	\$13.30	\$13.87	\$14.44	\$15.01	\$15.58	\$16.15	\$16.72	\$17.30	\$17.87	\$18.44
<b>2</b>	\$13.36	\$13.96	\$14.56	\$15.16	\$15.76	\$16.36	\$16.96	\$17.56	\$18.16	\$18.76	\$19.36
<b>3</b>	\$14.03	\$14.66	\$15.29	\$15.92	\$16.55	\$17.18	\$17.81	\$18.44	\$19.07	\$19.70	\$20.33
<b>4</b>	\$14.73	\$15.39	\$16.05	\$16.72	\$17.38	\$18.04	\$18.70	\$19.36	\$20.02	\$20.69	\$21.35

<b>Grade</b>	<b>Position</b>
<b>1</b>	Assistant-Institutional Support
<b>1</b>	Assistant TRIO
<b>2</b>	Assistant- Aces/Career Counselor
<b>2</b>	Assistant- Allied Health Director
<b>2</b>	Assistant-Learning Resource Director
<b>2</b>	Snack Bar Manager
<b>3</b>	Accounts Payable/Purchasing
<b>3</b>	Administrative Assistant- Dean of Instruction
<b>3</b>	Administrative Assistant- Dean of Student Services
<b>3</b>	Assistant- Admissions Director
<b>3</b>	Assistant- Financial Aid Director
<b>3</b>	Assistant- Off Campus Director
<b>3</b>	Payroll Specialist
<b>3</b>	Technology Specialist
<b>4</b>	Book Store Manager

**RECLASSIFICATION:** Compensation pay scale concerns will be dealt with through a reclassification process:

- A. If an employee believes the demands and responsibilities of his/her position should be considered for reclassification, the employee shall request the revaluation in writing, submitted to their immediate supervisor with a copy forwarded to their Dean and the Human Resource Director.

An employee within one (1) classification/grade may be considered for movement to a higher classification/grade based upon the following condition:

1  
2 1. A substantive expansion of the responsibilities of the position held.  
3

4 B. The written request shall include:  
5

- 6 1. The current classification/grade and rate of pay, and  
7 2. The desired classification/grade and rate of pay, and  
8 3. The change in duties and responsibilities that are the basis for the requested  
9 change.

10  
11 C. The request will be submitted to the employee's immediate supervisor(s) for  
12 comments and approval.  
13

14 D. Approval or disapproval will be given by supervisor(s) in writing within 10 working  
15 days. Upon approval/disapproval the supervisor will forward the request with all  
16 documentation, including supervisor's recommendation rational, to the respective  
17 Dean, Director of Human Resources, the employee, and the MESPA President  
18 within 10 working days of original approval or disapproval.<sup>3</sup>  
19

20 E. Human Resources will complete a position analysis and convene a meeting with the  
21 Deans within 30 calendar days of the receipt from the supervisor. The Deans will  
22 review and forward written approval/disapproval to the employee within 30 calendar  
23 days of the meeting with a copy forwarded to the MESPA President and the Director  
24 of Human Resources.  
25

26 F. Final reclassification decisions where the Deans recommend a change will be  
27 forwarded to the President where a recommendation will be given to the Board. The  
28 Gogebic Community College Board of Trustees holds the authority to approve or  
29 deny all hiring/employment decisions. All reclassification decisions following this  
30 process are not subject to the grievance procedure.  
31  
32

33 **JOB TITLES:** The following titles shall change throughout the agreement:  
34

35 TRIO Secretary to Assistant TRIO  
36 Secretary – Aces/Career Counselor to Assistant – Aces/Career Counselor  
37 Secretary – Learning resource Director to Assistant – Learning Resource Director  
38 Secretary – Allied Health Director to Assistant – Allied Health Director  
39 Secretary – Off Campus Director to Assistant – Off Campus Director  
40 Secretary – Admissions Director to Assistant – Admissions Director  
41 Secretary – Financial Aid Director to Assistant – Financial Aid Director  
42 Secretary – Dean of Student Services to Administrative Assistant – Dean of Student Services  
43 Secretary – Dean of Instruction to Administrative Assistant – Dean of Instruction  
44 Computer Lab Technician to Technology Specialist  
45 Accounts Payable to Accounts Payable/Purchasing  
46 Payroll – Payroll Specialist  
47 Switchboard Operator to Assistant – Institutional Support  
48 Book Store Coordinator to Book Store Manager  
49 Food Service to Snack Bar Manager

1 **DEVELOPING ISSUES:** As issues develop as a result of the Classification Study  
2 implementation, the parties shall meet to develop policy on the handling of those issues. Said  
3 policies would then be incorporated into a successor agreement.  
4

5  
6 **LONGEVITY:** After 15 years of service to the College, employees will receive a \$500 longevity  
7 step. Part time employees with 15 years of service will have the longevity prorated on their part  
8 time status. After 20 years of service to the College, employees will receive an additional \$500  
9 longevity step. Part time employees with 20 years of service will have the longevity prorated on  
10 their part time status.

11 A. Each year hereafter on July 1st, the employee shall move to the appropriate level as  
12 provided in the table above until they reach the maximum rate.

13 B. Employees earning an Associate's Degree shall receive an additional 30 cents per hour  
14 upon submission of proof of degree.

15 C. Employees earning a Bachelor's Degree shall receive an additional 40 cents per hour upon  
16 submission of proof of degree.  
17



1 **ARTICLE 23**

2 **MISCELLANEOUS PROVISIONS**

- 3 A. The parties agree to draft a *letter of understanding* to address the responsibilities and  
4 authority of the Bookstore Manager.
- 5 B. If the College is affected by any of the recent legislation passed by the Michigan House and  
6 Senate (i.e. charter schools, et.al.), the College agrees to provide the ESP reasonable  
7 notice and agrees to bargain over the impact on the ESP employees.
- 8 C. As a show of good faith, MESPA will drop the ULP filed against the college back in 2012.

9  
10  
11

1 **ARTICLE 24**

2 **RETIREMENT INCENTIVE**

- 3 A. The decision to participate in the retirement incentive plan is expressly voluntary on the part  
4 of the employee. Employees hired after June 30, 2008 are ineligible for this retirement  
5 incentive.
- 6 B. The employee must have served at least ten (10) consecutive years for Gogebic  
7 Community College and actually retire under the terms of the Michigan Public School  
8 Employees Retirement System or GCC sponsored ORS.
- 9 C. The employee must make application for retirement and provide a written statement of  
10 retirement from their position to the College at least 90 calendar days before the planned  
11 retirement date. The statement of resignation will indicate that the resignation is for the  
12 purpose of retirement and state the effective date.
- 13 D. The incentive payments shall be as follows:

14

<b>*Years of Service</b>	<b>Incentive</b>
25 – 30+ years of service	\$25,000
20 – 24 years of service	\$20,000
15 – 19 years of service	\$15,000
10 – 14 years of service	\$10,000

15

16 \*Years of service shall include those worked at Gogebic Community College, plus those  
17 purchased by the employee.

18 Payment shall be in three (3) equal installments to a 403(b) account for the benefit of the  
19 Employee in January of each year following retirement for three (3) years. These payments  
20 are nonelective contributions to a 403(b) account for the benefit of the Employee and are  
21 subject to all applicable contribution, compensation and related provisions outlined in the  
22 Internal Revenue Code. MESPA agrees to hold the College harmless against any claim or  
23 damage whatsoever by the IRS, MESPA or individual members with regard to payments  
24 made in this manner.

- 25 E. Full retirement as provided herein shall be limited to three (3) employees during any given  
26 year.
- 27 F. The employee, through requesting the retirement incentive, agrees that such request shall  
28 serve as satisfaction/waiver of any other claim for compensation (e.g. unemployment  
29 compensation, etc.) against Gogebic Community College.

1 G. The employee also agrees to waive, in writing, any and all rights and claims against the  
2 College arising under the Age Discrimination in Employment Act. The employee is advised  
3 to consult with an attorney before signing the agreement and will be given sufficient time to  
4 decide whether to sign.  
5

**ARTICLE 25**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of the first day of July 2017, and shall continue in effect through June 30, 2018. 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:

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

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**GRIEVANCE FORM**  
**GCC MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION**

Grievance No. \_\_\_\_\_

Submit in Duplicate

Department	Assignment	Name of Grievant	Date Filed
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**LEVEL TWO (2)**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. Contract Article(s) Violated: \_\_\_\_\_

C. Statement of Grievance: \_\_\_\_\_

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

D. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
Grievant Signature                      Date

Date Transmitted to President or Designee: \_\_\_\_\_

\_\_\_\_\_  
Association Signature                      Date

**LEVEL THREE (3)**

A. Date Transmitted to Board: \_\_\_\_\_

B. Disposition by Board: \_\_\_\_\_

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

\_\_\_\_\_  
Signature                                      Date

**LEVEL FOUR (4)**

A. Date of Request for Binding Arbitration: \_\_\_\_\_

\_\_\_\_\_  
MESPA Signature                      Date  
*(additional pages can be used if necessary)*