

1 **AGREEMENT**

2 This Master Contract, entered into this 1st day of July, 2019, by and between the Gogebic Community College  
3 Board of Trustees (hereinafter referred to as the Employer) and Local #992, affiliated with Council #25, AFSCME,  
4 AFL-CIO (hereinafter referred to as the Union).

5 **PURPOSE AND INTENT**

6 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote  
7 orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.  
8 The parties recognize that the interest of the community and the job security of the employees depend upon the  
9 Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union  
10 encourage to the fullest degree friendly and cooperative relations between the respective representatives at all  
11 levels and among all employees.

12 **ARTICLE 1. RECOGNITION.**

13 Pursuant to Act 336, Public Acts as amended, the Employer hereby recognizes the Union is the exclusive  
14 representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and  
15 conditions of employment for the entire term of the Agreement for the Maintenance employees. Custodial  
16 employees hired before July 1, 2013 will remain covered under the terms of this bargaining agreement.

17 **ARTICLE 2. UNION SECURITY (AGENCY SHOP).**

18 A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at  
19 that time shall be required, as a condition of continued employment, to continue membership in the Union or pay  
20 a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of  
21 this agreement.

22 B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall  
23 be required as a condition of continued employment to become members of the Union or pay a service fee equal  
24 to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this  
25 Agreement, and such condition shall be required for the duration of this Agreement.

26 C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this  
27 Agreement and covered by this Agreement shall be required as a condition of continued employment to be  
28 become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for  
29 membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of  
30 their employment in the unit.

31 D. The Union agrees to indemnify and save the Employer and including each individual Community College board  
32 member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay  
33 and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the  
34 purpose of complying with this Agreement.

35 Sections A, B, and C of this article are unenforceable under current law and therefore "as a condition of continued  
36 employment" will not be continued. If future legislation or court rulings make these sections enforceable, then  
37 they will be reinstated as part of this agreement.

38 **ARTICLE 3. DUES CHECK OFF.**

39 A. The Employer agrees to deduct from the wages of any employee, who is- a member of the Union, all Union  
40 membership dues and initiation fees uniformly required, if any, as provided in a written authorization in  
41 accordance with the standard form used by the Employer herein (see paragraph E), provided, that the said form  
42 shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force  
43 and effect during the period of this contract and may be revoked only by written notice given during the period 30  
44 days immediately prior to expiration of this contract. The termination must be given both to the Employer and the  
45 Union.

46 B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws  
47 of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor  
48 certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the  
49 legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

50 C. The Employer agrees to provide this service without charge to the Union.

1 D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other  
2 forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance  
3 upon signed authorization cards or lists furnished to the employer by the Union for the purpose of payroll  
4 deduction of dues.

5 E. Authorization Form

6 **ARTICLE 4. REPRESENTATION FEE CHECK-OFF.**

7 A. The Employer agrees to deduct from the wages of any employee who is -not a member of the Union the Union  
8 representation fee, as provided in a written authorization in accordance with the standard form used by the  
9 Employer herein (see Paragraph E), provided that the said form shall be executed by the employee. The written  
10 authorization for representation fee deduction shall remain in full force and effect during the period of this  
11 contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to  
12 expiration of this contract. The termination notice must be given both to the Employer and to the union.

13 B. The amount of such representation fee will be determined as set forth in Article II of this contract.

14 C. The Employer agrees to provide this service without charge to the Union.

15 D. The Union agrees to indemnify and save the Employer and including each individual Community College board  
16 member harmless against any and all claims, demands, costs, suits or other forms of liability including back pay  
17 and all court or administrative agency costs that may arise out of or by reason of action by the Board for the  
18 purpose of complying with this Agreement.

19 E. See attached.

20 **ARTICLE 5. REMITTANCE OF DUES AND FEES.**

21 A. When Deductions Begin.

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

25 B. Remittance of Dues to Financial Officer.

26 1. Deductions for any calendar month shall be remitted to such address designated to the designated  
27 financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all  
28 employees from whom deductions have been made no later than the fifth (5th) day of the month following the  
29 month in which they were deducted.

30 2. The Employer shall additionally indicate the amount deducted and notify the financial officer of the  
31 Council of the names and addresses of employees who, through a change in their employment status, are no  
32 longer subject to deductions and further advise said financial officer by submissions of an alphabetical list of all  
33 new hires since the date of submission of the previous month's remittance of dues.

34 **ARTICLE 6. UNION REPRESENTATION.**

35 A. Stewards. Alternate Stewards and Unit Chairman.

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

38 1. The Employer will be notified of the name of the steward and alternate steward.

39 2. A steward during working hours, without loss of time or pay, may present grievances to the Employer  
40 during working hours.

41 B. Union Bargaining Committee.

42 1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating  
43 committee members.

44 2. All bargaining by the parties shall commence at a time mutually agreed upon.

45 3. If the employer mutually agrees to meet with the Union during working hours, one employee of the unit  
46 will not lose wages.

47 **ARTICLE 7. SPECIAL CONFERENCES.**

48 A. Special conferences for important matters will be arranged between the chapter chairman and the employer or  
49 its designated representative upon the request of either party. Such meetings shall be attended by at least one  
50 representative of the Council and one representative of the Chapter. Arrangements for such special conferences  
51 shall be made in advance and an agenda of the matter to be taken up at the meeting shall be presented at the

1 time the conference is requested. Matters taken up in special conferences shall be confined to those included in  
2 the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union  
3 shall not lose time or pay for time spent in such special conferences.

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

6 **ARTICLE 8. GRIEVANCE PROCEDURE.**

7 A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Contract. The  
8 following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

9 1. The termination of services of, or failure to re-employ, any probationary employee; except for union  
10 activity.

11 2. Any matters for which there is recourse under State or Federal statutes.

12 B. The Union shall designate one representative to handle grievances when requested by the grievant. The Board  
13 hereby designates the Superintendent of Buildings and Grounds to act as its representative at Level One as  
14 hereinafter described and the President or his designated representative to act at Level Two as hereinafter  
15 described.

16 C. The term "days" as used herein shall mean scheduled work days.

17 D. Written grievances as required herein shall contain the following:

18 1. It shall be signed;

19 2. It shall be specific;

20 3. It shall contain a synopsis of the facts, giving rise to the alleged violation;

21 4. It shall cite the section or sub-sections of this contract alleged to have been violated;

22 5. It shall contain the date of the alleged violation;

23 6. It shall specify the relief required.

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

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

29 If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to  
30 writing and proceed within five (5) days of said discussion to Level Two.

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

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

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

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

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

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

50 1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may, within twenty (20)  
51 days after the decision of the Board or its designated agent, refer the matter for arbitration to the American

1 Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the  
2 parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American  
3 Arbitration Association, except each party shall have the -right to peremptorily strike not more than three from  
4 the list of arbitrators.

5 2. Each party shall submit to the other party not less than three (3) days prior to the hearing, a pre-hearing  
6 statement alleging facts, grounds and defenses which will be proven at the hearing.  
7 Neither party may raise a new defense or ground at the arbitration hearing not previously raised or disclosed to  
8 the other party.

9 3. The decision of the arbitrator shall be final and conclusive and binding upon employees. The Board and  
10 the Union. Subject to the right of the Board or the Union to judicial review, any unlawful decision of the arbitrator  
11 shall be forthwith placed into effect.

12 4. Powers of the arbitrator are subject to the following limitations:

13 a. he shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.  
14 b. He shall have no power to establish salary scales or to change any salary.  
15 c. He shall have no power to, change any practice, policy or rule of the Board, nor substitute his judgment for that  
16 of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.  
17 d. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the  
18 management to decide, in rendering decisions, an arbitrator shall give due regard to the responsibility of  
19 management and shall so construe the agreement that there will be no interference with such responsibilities,  
20 except as they may be specifically conditioned by this Agreement.  
21 e. He shall have no power to interpret state or federal law.  
22 f. He shall not hear any grievance previously barred from the scope of the grievance procedure.  
23 g. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall  
24 have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event  
25 that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties  
26 without decision or recommendation on its merits.  
27 h. More than one grievance may not be considered by the arbitrator at the same time except upon expressed  
28 written mutual consent and then only if they are of similar nature.  
29 i. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no  
30 obligation to make monetary adjustments and the arbitrator shall have no power to order one.  
31 j. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or  
32 non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be  
33 earlier than thirty (30) days prior to the date of which the grievance is filed.

34 F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Board.  
35 G. All preparation or consideration of grievances shall be held at times other than when an employee or a  
36 participating Union representative, are to be at their assigned duty station.  
37 H. The time limits provided in this Article shall be strictly observed, but the Union shall be granted a ten (10) day  
38 extension at any level of the grievance procedure upon written request.

39 **ARTICLE 9. DISCHARGE AND SUSPENSION.**

40 A. Notice of Discharge or Suspension.  
41 The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the  
42 employee and his steward of the discharge and suspension. Said written notice shall contain the specific reasons  
43 for the discharge or suspension.

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

48 C. Appeal of Discharge or Suspension.  
49 Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be  
50 improper, it shall be submitted to the final step of the grievance procedure.

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

3 **ARTICLE 10. SENIORITY (Probationary Employees).**

4 A. New employees hired in the unit shall be considered as probationary employees for the first thirty (30) days of  
5 work. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and  
6 shall rank for seniority from the day thirty (30) days of work prior to the day he completes the probationary  
7 period. There shall be no seniority among probationary employees.

8 B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates  
9 of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this  
10 Agreement, except discharged and disciplined employees for other than Union activity.

11 C. Seniority shall be on an employer-wide basis, in accordance with the employee's last date of hire.

12 D. The Employer shall arrange, on the first day of employment, a thirty (30) minute interview period between the  
13 chapter chairman and the new employee(s) for the purpose of welcoming the new employee, furnishing him with  
14 a copy of the Agreement, authorization cards, explaining the structure of the organization, and providing any  
15 other pertinent information.

16 E. The Union recognizes that the employer may hire seasonal employees for up to 90 days worked to perform  
17 seasonal, temporary or emergency work. Any seasonal employee employed by the Employer will be subject to  
18 Article I of the Agreement on the ninety-first (91st) day worked.

19 **ARTICLE 11. SENIORITY LISTS.**

20 A. Seniority shall not be affected by age, race, sex, marital status: or dependents of the employee.

21 B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees  
22 of the unit entitled to seniority.

23 C. The Employer will provide the chapter chairman with up-to-date seniority lists upon request.

24 **ARTICLE 12. LOSS OF SENIORITY.**

25 A. An employee shall lose his seniority for the following reasons only:

26 1. He quits.

27 2 He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

28 3. He is absent for five (5) consecutive working days without notifying the Employer. In proper cases,  
29 exceptions shall be made. After such absence, the Employer will send written notification to the employee at his  
30 last known address that he has lost his seniority, and his employment has been terminated. If the disposition  
31 made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.

32 4. If he does not return to work when recalled from layoff as set forth in the recall procedure.  
33 In proper cases, exceptions shall be made.

34 5. Return from sick leave and leaves of absence will be treated the same as (3) above.

35 **ARTICLE 13. SENIORITY OF OFFICERS AND STEWARDS.**

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

37 **ARTICLE 14. LAYOFF DEFINED.**

38 A. The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.

39 B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper union representatives  
40 at least three weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the  
41 number of employees scheduled for layoff, their names, seniority, job titles and work locations.

42 C. When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter,  
43 employees having seniority shall be laid off in the inverse order of their seniority; i.e., the least senior employee  
44 on the seniority list being laid off first.

45 D. Employees to be laid off will receive at least fourteen (14) calendar days advance notice of layoff

46 E. During a layoff, there shall be no scheduled overtime.

47 **ARTICLE 15. RECALL PROCEDURE.**

48 A. When the working force is increased after a layoff, employees will be recalled according to seniority, with the  
49 most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last  
50 known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days

1 from the date of mailing of notice of recall, he shall be considered a quit. In proper cases, exceptions may be  
2 made.

3 **ARTICLE 16. TRANSFERS.**

4 A. Transfer of Employees.

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

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

13 **ARTICLE 17. JOB POSTINGS AND BIDDING PROCEDURES.**

14 A. All vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working  
15 days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be  
16 filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working  
17 days, setting forth the minimum requirements for the position on the Union bulletin boards. Employees  
18 interested shall apply in writing within the seven (7) working days posting period. The senior employee applying  
19 for the position who meets the qualifications shall be granted a four-week trial period to determine:

- 20 1. His ability to perform the job.
- 21 2. His desire to remain on the job.

22 B. The job shall be awarded or denied within seven (7) working days after the posting period.

23 In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and  
24 his steward.

25 C. During the four-week trial period, the employee shall have the opportunity to revert back to his former  
26 classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the  
27 employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the  
28 grievance procedure.

29 D. During the trial period, employees will receive the rate of the job they are performing.

30 E. Employees required to work in a higher classification shall be paid the rate of the higher classification.

31 F. Work generally performed by the bargaining unit can be performed by non-bargaining unit  
32 members if the work is turned down by employees covered by this contract.

33 **ARTICLE 18. MILITARY LEAVE OF ABSENCE.**

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

38 **ARTICLE 19. LEAVES OF ABSENCE.**

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

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

46 Such leave may be extended for like cause.

47 B. Employees shall be returned to the position they held at the time the leave of absence was granted, or to a  
48 similar position to which his seniority entitles him.

49 C. Members of the Union selected to attend a function of the Union shall be allowed time off with pay not to  
50 exceed three (3) days to attend, subject to the approval of the Employer.

51

1 **ARTICLE 20. UNION BULLETIN BOARDS.**

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

4 **ARTICLE 21. RATES FOR NEW JOBS.**

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

7 **ARTICLE 22. JURY DUTY.**

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

9 **ARTICLE 23. EQUALIZATION OF OVERTIME HOURS.**

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

12 **ARTICLE 24. VACATION PERIOD.**

13 A. Vacations will be granted at such times during the year as requested by the employee and approved by the  
14 Employer.

15 B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one  
16 day continuous with the vacation.

17 C. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation  
18 will be rescheduled.

19 D. From the date vacation is earned vacation must be utilized within the next eighteen (18) months. Vacation time  
20 will not be lost due to actions of the Employer.

21 E. Within the eighteen (18) month period stated in Paragraph D above, sick time will not be counted as part of the  
22 eighteen (18) month period.

23 F. Employees will receive their birthday off if the birthday occurs during a scheduled work day. If the employee is  
24 not able to take that day off, it can be used on another day.

25 **ARTICLE 25. VACATION ELIGIBILITY.**

26 An employee will earn credits toward vacation with pay in accordance with the following schedule:

- 27 1. After one year - Ten (10) days per year  
28 2. After two years - Fifteen (15) days per year  
29 3. After seven years - Twenty (20) days per year  
30 4. After fourteen years - Twenty-five (25) days per year

31 **ARTICLE 28. HOLIDAY PROVISIONS.**

32 A. The paid holidays are designated as follows:

- 33 1. Independence Day One (1) day to be determined  
34 2. Labor Day One (1) day to be determined  
35 3. Thanksgiving Two (2) days to be determined  
36 4. Christmas Three (3) days to be determined  
37 5. New Years One (1) day to be determined  
38 6. Easter Two (2) days to be determined  
39 7. Memorial Day One (1) day to be determined

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

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

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

47 B. Double time will be paid for all hours worked on the seven (7) holidays that are defined in this Agreement, in  
48 addition to holiday pay.

49 **ARTICLE 28. SAFETY.**

1 A. Members of the maintenance and custodial crews who are members of this Union will be asked to accompany  
2 investigating personnel and open rooms in order that a search may be conducted. However, Union members are  
3 not asked to actually conduct the search.

4 B. If a Union member fears for his safety at the time of a bomb threat he will absent himself for the remainder of  
5 that shift and be reimbursed only for those hours that he did work for that day.

6 **ARTICLE 29. FUNERAL LEAVE.**

7 An employee shall be allowed two (2) working days with pay as funeral leave days not to be deducted from sick  
8 leave for a death in the immediate family. Immediate family is to be defined as follows:

9 Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law,  
10 father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren, or a  
11 member of the employee's household.

12 Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with  
13 pay, not to be deducted from sick leave. The chapter chairman, or his representative, shall be allowed one (1)  
14 funeral leave day with pay in the event of a death of a member of the union who is a member of the bargaining  
15 unit, for the exclusive purpose of attending the funeral. Additional days may be granted at the option of the  
16 employer and shall be deducted from sick leave accumulation.

17 **ARTICLE 30. SICK AND PERSONAL LEAVE.**

18 A. All employees covered by this Agreement shall accumulated one (1) sick leave day per month, not to exceed  
19 twelve (12) days per year, to a maximum of one hundred and seventy (170) days. An employee, while on paid sick  
20 leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in  
21 this Agreement, and will be construed as days worked specifically.

22 B. Up to three (3) personal leave days shall be granted to each employee upon request per  
23 year. These days are non-accumulative and not to be deducted from sick leave.

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

25 A. Typical Shift hours are as follows:

26 6:00 a.m. – 2:00 p.m. (M-F)

27 8:00 a.m. – 4:00 p.m. (T-F)

28 (6:00 a.m. – 2:00 p.m. (Sat.)

29 Any non-congruent hours in addition to an (8) eight hour shift will receive \$.25 added to base pay.

30 B. Employees shall be allowed twenty (20) minutes off for lunch included in their eight (8) hour work day. Second  
31 shift employees shall be allowed a paid twenty (20) minute lunch period during their eight (8) hour work day.

32 C. Employees may take a coffee break in the a.m. or in the p.m., or during the first half or second half to their  
33 regular shift, whichever may apply.

34 D. An employee reporting for overtime shall be guaranteed at least two (2) hours' pay at the rate of time and one-  
35 half.

36 E. Employees required to work a regular work week that includes Saturday or Sunday work shall be assigned such  
37 work on the basis of reverse seniority (i.e., lowest seniority employees first, etc..

38 **ARTICLE 32. WORKER'S COMPENSATION** (On-the-Job Injury).

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

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

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

48 **ARTICLE 33. PAY.**

49 A. When an employee retires or quits, they will not receive pay for any unused vacation.

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



1 **ARTICLE 34. HOSPITALIZATION MEDICAL COVERAGE.**

2 A. The Employer agrees to pay eighty percent (80%)of the full premium for the MESSA ABC Plan 1 provided by the  
3 Area Purchasing Agreement as described:

- 4 1. PAK A  
5 ABC Plan 1  
6 Delta Dental 100/100/90/75  
7 \$1000 annual max  
8 \$1200 lifetime max  
9 VSP 3 Plus – Platinum  
10 1x Annual salary term life insurance with AD&D  
11 2. If health insurance increases come in at 4% or less on January 1, 2020 then:  
12 PAK A  
13 ABC Plan 1  
14 Delta Dental 100/100/90/90  
15 \$3000 annual max  
16 \$3000 lifetime max  
17 VSP 3 Plus – Platinum  
18 1x Annual salary term life insurance with AD&D

19  
20 The same percentage contributions apply if PAK B option coverage if annuity is taken. Employee premium  
21 contribution shall be eligible for pre-tax deductions. This coverage shall be applied to all employees covered by  
22 the terms of this Agreement. The Employer shall have the right to choose the insurer and the plan deductible. If  
23 the insurance coverage is modified by a change in the plan deductible, any savings associated with such a  
24 modification shall be passed on to the employee with the further understanding that the employee shall not  
25 assume the payment of any new deductible charges.

26 B. The Employer agrees to pay the full premium for dental insurance plan for the employee and his family. This  
27 coverage shall be applied to all employees covered by the terms of this Agreement. The Employer shall have the  
28 right to choose the insurer.

29 C. The college shall provide vision coverage comparable to the program to be provided to the MESPA unit.

30 D. Employees electing not to utilize employer paid hospitalization medical coverage shall be entitled to three-  
31 thousand dollars (\$3,000.00) cash in lieu payment. Payment will be distributed in lump sum at the end of each  
32 fiscal year.

33 **ARTICLE 35. LIFE INSURANCE COVERAGE.**

34 A. The Employer agrees to pay the full premium of whole life insurance plan for each employee, in the amount of  
35 1x their annual salary while employed.

36 **ARTICLE 38. CONSOLIDATION OR ELIMINATION OF JOBS.**

37 The Employer agrees that any consolidation or elimination of jobs shall not-be affected without a special  
38 conference.

39 **ARTICLE 37. DISTRIBUTION OF AGREEMENT.**

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

42 **ARTICLE 38. APPENDICES.**

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

44 Appendix (A) - Classifications and Rates; Appendix (B) - Uniforms or Uniform Allowance; Appendix  
45 (C) - Retirement Incentive; Appendix (D) - Closed Status.

46 **ARTICLE 39. NO STRIKE CLAUSE.**

47 The Union and the Employer recognize that strikes and other forms of work stoppages by public school employees  
48 are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall  
49 be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore,  
50 agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or  
51 condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing, or

1 other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with  
2 the provisions of this Article shall be cause for disciplinary action. The employer agrees that during the term of  
3 this contract, there will be no lockout.

4 **ARTICLE 40. ENTIRE AGREEMENT.**

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

11 **ARTICLE 41. WAIVER.**

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

20 **ARTICLE 42. EMPLOYER RIGHTS.**

21 A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the  
22 Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to  
23 vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either  
24 as to the taking of action under such rights or with respect to the consequence of such action during the term of  
25 this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

26 1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and  
27 affairs of the Employer.

28 2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts  
29 and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific  
30 provisions of this Agreement and the right to establish, modify or change any work or business hours or days.

31 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees,  
32 transfer employees, assign work or extra duties to employees (if above the employee's classification, such  
33 assignment will be temporary and of a short duration), determine the size of the work force and to layoff  
34 employees so long as such action does not conflict with the seniority and layoff and recall provisions of this  
35 Agreement.

36 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the  
37 methods, schedules and standards of operation, the means, methods, and processes of carrying on the work  
38 including automation thereof or changes therein, the institution of new and/or improved methods or changes  
39 therein.

40 5. Adopt reasonable rules and regulations.

41 6. Determine the qualifications of employees, including physical conditions.

42 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of  
43 new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of office,  
44 departments, divisions or subdivisions, building or other facilities.

45 8. Determine the placement of operations, production, service, maintenance or distribution of work and the  
46 source of materials and supplies.

47 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public  
48 relations.

49 10. Determine the size of the management organization, its functions-, authority, amount of suspension and table  
50 or organization provided that the Employer shall not abridge any rights from employees as specifically provided  
51 for in this Agreement.

1 11. Determine the policy affecting the selection, testing or training of employees, providing that such selection  
 2 shall be based upon lawful criteria.  
 3 The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies,  
 4 rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except  
 5 as otherwise limited by express provision of this Agreement.

6 **ARTICLE 43. EFFECTIVE DATE.**

7 This Agreement shall become effective as of July 1, 2019.

8 **ARTICLE 44. DURATION.**

9 This Agreement shall be effective as of July 1, 2019, and continue in full force and effect until June 30, 2021.

10 A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above  
 11 termination date, give written notification of same.

12 B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter,  
 13 subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the  
 14 current year's termination date.

15 C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs; this  
 16 Agreement may be terminated by either party on ten (10) days written notice of termination.

17 D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or  
 18 changing any of the other terms of this Agreement.

19 E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail,  
 20 addressed, if to the Union, to Michigan Council #25, AFSCME, 1034 North Washington Ave, Lansing, MI 48906;  
 21 and if to the Employer, addressed to Gogebic Community College, #-4946 Jackson Road, Ironwood, MI 49938; or  
 22 to any such address as the Union or the Employer may make available to each other.

23 F. Health Insurance Re-opener:

24 The parties agree to reopen the contract if the MESSA insurance rate increases greater than 9.5% during each  
 25 fiscal year within contract duration.

26

**FOR THE UNION:**

**FOR THE COLLEGE:**

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27 **APPENDIX A. PAY RATES**

28 2019-2021

	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Differential
	1	2	3	4	5	6	7	8	9	10	11	12	
Maint. Mech.	\$14.39	\$14.79	\$15.21	\$15.63	\$16.07	\$16.52	\$16.98	\$17.46	\$17.95	\$18.45	\$18.97	\$19.50	2.80%
Maint. -HVAC	\$19.42	\$19.96	\$20.56	\$21.14	\$21.73	\$22.34	\$22.96	\$23.61	\$24.27	\$24.95	\$25.65	\$26.36	2.80%
*Current Maint.	\$20.83	\$21.45	\$22.06	\$22.67	\$23.31	\$23.96	\$24.63	\$25.32	\$26.03	\$26.76	\$27.51	\$28.28	2.80%

29 \*Rate does not apply to employees hired after June 30, 2017.

30 Lead-man: \$2.00 per hour above Custodial/Maintenance Rate.

1 Certified Pool Operator License: An employee with a CPO License and assigned to pool maintenance shall receive  
2 and additional ten cents (\$.10) per hours for all hours worked in addition to his regular rate.  
3 Painting: If any Custodian is assigned over four (4) hours of painting, that Custodian shall receive an additional  
4 \$.15 (fifteen cents) per hour.  
5 Longevity: Upon completion of 10 years full time service with the Gogebic Community College, each full-time  
6 employee shall receive an hourly rate increase of fifty cents (\$.50) per hour. Upon completion of 15 years full time  
7 service with the Gogebic Community College, each full-time employee shall receive an hourly rate increase of  
8 seventy-five cents (\$.75) per hour. Upon completion of 20 years full time service with the Gogebic Community  
9 College, each full-time employee shall receive an hourly rate increase of one dollar (\$1.00) per hour. It is  
10 understood that longevity will be integrated into the rate schedule (above) for new employees hired after July 1,  
11 2007.

12 **APPENDIX B. UNIFORM ALLOWANCE**

13 The Employer agrees to provide four (4) uniforms per year for each employee and one (1) set of work boots per  
14 year with a \$75 cap.  
15

16  
17 **APPENDIX C. RETIREMENT INCENTIVE**

- 18 A. The decision to participate in the early retirement incentive plan is expressly voluntary on the part of the  
19 employee.  
20 B. The employee must have served at least ten (10) consecutive years for Gogebic Community College and  
21 actually retire under the terms of the Michigan Public School Employees Retirement System.  
22 C. The employee must make application for retirement and provide a written statement of resignation of their  
23 position to the College at least 45 days before the planned retirement date. The statement of resignation will  
24 indicate that the resignation is for the purpose of retirement and state the effective date of resignation.  
25 D. To receive payments as specified herein, an employee must have been hired prior to July 1, 2013.  
26 Retirement Incentive \$25,000  
27 E. Payment shall be in three (3) equal installments to be paid in January of each year following retirement for  
28 three (3) years.  
29 F. Full retirement as provided herein shall be limited to three (3) employees during any given year.  
30 G. The employee, through requesting early retirement, agrees that such request shall serve as satisfaction/waiver  
31 of any other claim for compensation (e.g. unemployment compensation etc ...) against Gogebic Community  
32 College.  
33 H. The employee also agrees to waive, in writing, any and all rights and claims against the College arising under  
34 the Age Discrimination in Employment Act The employee is advised to consult with an attorney before signing the  
35 agreement and will be given sufficient time to decide whether to sign.  
36 I. Service credit purchased by the employee mayor may not be used to determine eligibility for retirement, at the  
37 option of the employee.  
38 The College will agree to pay \$30,000 lump sum payment into an approved college retirement account for John  
39 Busch if he executes his retirement before July 31, 2017.

40 **APPENDIX D. CLOSED STATUS**

41 When the College is closed during normal hours of business, AFSCME employees are asked to show up at their  
42 discretion. If employees work their shift they will be compensated at time and one- half, or comp time (To be  
43 chosen by the employee)

44 **APPENDIX E. SUBCONTRACTING**

45 The college has the right to subcontract custodial services only, attrition will be the vehicle for subcontracting and  
46 all new custodial employment will also utilize this process.

47 **APPENDIX F. WAGE INCREASES**

48 \*See wage table