

**AGREEMENT
IN RESPECT TO**

**FULL-TIME ACADEMIC ADVISORS,
COUNSELORS, AND FACULTY**

July 1, 2009 through June 30, 2010

 **METROPOLITAN**

COMMUNITY COLLEGE

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July 1, 2009 through June 30, 2010

This Agreement, being the result of negotiations between the Metropolitan Community College Area (hereinafter called the "College") and the Metropolitan Community College Education Association – Academic Advisors, Counselors, and Faculty (hereinafter called the "Association") is entered into by and between the parties on the 26th day of October, 2010.

**ARTICLE I
RECOGNITION OF MCCEA**

The College hereby recognizes the Association as the exclusive collective bargaining agent for those employees who are covered by this Agreement.

**ARTICLE II
EMPLOYEES COVERED BY THIS AGREEMENT**

The employees covered by this Agreement are: All full-time employees of the College holding full-time positions as Academic Advisor, Counselor, or Faculty as certified and amended by the Commission of Industrial Relations in cases No. 167 and 1026.

Currently, the College does not employ any Campus Librarians, Vocational Evaluators, or Career Awareness Leaders which were previously represented by the Association. To the extent the College, in the future, employs persons in these positions (as certified in case No. 167) the College and the Association will include them in this bargaining unit and will negotiate their inclusion on the salary schedule at that time. If the College employs persons in positions that are substantially similar, the College and the Association will negotiate their re-inclusion in this bargaining unit at that time.

No other employees of the College shall be covered hereby.

**ARTICLE III
MANAGEMENT RIGHTS**

The management of the College, the establishment of policies and the direction of the working forces shall be vested solely and exclusively in the College, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine and administer educational policy, curriculum, and the calendaring thereof; to in all respects operate the College and to direct the staff; determine the quality and quantity of work performed; to determine the number of employees to be employed; to assign and delegate work; to require observance of College rules, regulations, and other policies; to schedule work; to enter into contracts for the furnishing and purchasing of supplies and services; to decide qualifications of employees consistent with applicable Federal and State laws; and otherwise retains all rights, authority, and discretion which is by law or otherwise vested in the College's Board of Governors (hereinafter the "Board"). The exercise by the College or its representatives of management rights

shall not be grievable. This Article does not limit the right to grieve pursuant to Article XXVIII of this Agreement.

ARTICLE IV
ASSOCIATION RIGHTS

(1) Payroll Deductions for Association Dues - The College authorizes the deduction of Association membership dues, as established by the Association, from the salary of any employee covered by this Agreement who shall authorize such deduction in writing and upon the following conditions:

(A) The Association shall submit to the College's payroll department a certified list and a copy of the written payroll deduction authorization of all members who request payroll deduction of dues no later than October 15 of each year.

(B) Said authorized deduction shall be made from the pay of each member beginning in November and ending in May of each year.

(C) On or before the twentieth day of the month following the month for which deductions are made, the aggregate deductions shall be remitted to the treasurer of the Association.

(D) Each member's written authorization shall be valid until revoked in writing by said member. Written revocations will not be effective until the entire amount of annual dues of the Association (and its affiliated entities) have been paid in full.

(E) The Association shall be solely responsible in the event of any claims by employees that the deductions and/or remissions were improper.

(2) Association's Use of Bulletin Board and College Mailboxes - The Association may use the College mailboxes, bulletin board spaces, and electronic communication media designated by the College, subject to the following conditions:

(A) All postings shall be on approved bulletin boards and shall conform to all College policies now or hereafter adopted which govern the general use thereof, shall be identified as a publication of the Association and shall be signed by the President or other authorized officer of the Association with his/her verification that it is an authorized statement, release, or publication of the Association.

(B) The Association will not post or distribute information which is derogatory or defamatory of the College, its curriculum, any member of its student body or any of its personnel.

(C) In the event of a breach of the foregoing conditions, the privileges herein given are subject to immediate suspension by the College President for a period of time not to exceed a College quarter. The Board may revoke the privileges herein given in the event of recurring infractions.

(3) Association Activity or Business During Working Hours – Engaging in association activities or business during working hours is permitted only to the extent permission is granted by the College President, his/her designee, or the Board.

ARTICLE V
APPOINTMENTS

(1) Nine-Month Faculty.

(A) Appointment - Appointments to the nine-month faculty of the College shall conform to the nine-month academic year as determined by the Board (except as otherwise may be provided within the appointment). Nine-month faculty shall have a 177-day contract.

(B) Assignment during off quarter – For nine-month faculty who are offered and elect to teach their assigned quarter off (be it the summer, fall, winter or spring quarter) compensation shall be in accordance with Article VII paragraph (4)(D), but without accrued leave. The retirement contribution will continue during the off quarter.

(C) Less than full load - Compensation for assignments less than a full load shall be prorated in the ratio of ECH's taught to the number of ECH's then constituting a full load.

(2) Twelve-Month Faculty. Appointments for twelve-month faculty shall conform to the College's calendar year beginning with the College's first faculty report date of the fall quarter. Twelve-month faculty shall have a 232-day contract.

(3) Counselors. Appointments for Counselors shall conform to the College fiscal year beginning July 1 and ending June 30, and shall have a 262 or 177 working day contract.

(4) Academic Advisors. Employment for Academic Advisors shall conform to the College fiscal year beginning July 1 and ending June 30.

(5) Change of contract status. An employee who converts from a nine-month contract to a twelve month contract or vice versa shall have his or her salary adjusted based on the number of days in the contract multiplied by the individual's daily rate of pay.

(6) Grants or Programs with Different Funding Years. In case of positions funded by grants or programs with a different period of funding than the normal academic or fiscal year, then the College, at its discretion, may designate a contract year consistent with the funding period of the grant or program.

ARTICLE VI
APPOINTMENT PROPOSALS AND NOTICES OF APPOINTMENT

The Board shall make appointments upon the recommendation of the President of the College. If the Board shall act favorably upon the proposal, the President shall be authorized to extend to the proposed appointee the appropriate Notice of Appointment then in current use by the College.

Said form of Appointment Proposal and form of Notice of Appointment shall contain such terms and conditions as may be deemed appropriate by the College; provided, however, there shall be no terms or conditions included therein which are contrary to any of the express provisions of this Agreement applicable to said appointments.

ARTICLE VII
ACADEMIC WORK WEEK

- (1) Definition - As used herein, the term "academic work week" shall mean those hours of the day and those days of the calendar week during which the College determines that classes shall be offered, office hours shall be kept, and/or the services shall otherwise be made available to the College and its students.
- (2) Counselors - The "academic work week" of each counselor shall consist of forty (40) hours.
- (3) Academic Advisors - Academic Advisors will work together with supervisors to identify a set 40 hour workweek schedule for each advisor as dictated by the needs of the College; provided however, that Academic Advisors may be required to work more than 40 hours as required by their supervisor, and as approved by the Vice President of Campuses and Student Affairs.
- (4) Faculty - The "academic work week" of each faculty member shall consist of thirty-five (35) hours assigned by the College within the academic work week, during which the faculty member's presence is required on campus or other premises designated by the College for classroom instruction, posted office hours, or other assigned on-campus duty. The College, by the nature of its educational mission, cannot operate within a fixed or limited schedule of hours. Accordingly, an employee's assigned hours of work within the academic work week may vary as to time and duration each day depending upon a number of factors. The College will schedule and assign those hours of work constituting each employee's academic work week as in the College's determination will best meet the educational needs of the College. The faculty assignments within the academic work week will be allocated to assigned ECH, posted office hours, preparation time and attendance at appropriate meetings as described more fully below:
- (A) ECH: Equivalent Credit Hours (ECH) are defined as a common base to which lecture, laboratory, clinicals, and practicums are related by a numerical factor assigned to each activity. A normal faculty assignment shall consist of 16.5 ECH per quarter (49.5 ECH per year for 177 day faculty or 66 ECH per year for 232 day faculty). The faculty ECH assignment may be averaged over the year. Laboratory assignments shall be calculated at 0.7 ECH.
- (B) Over Assignment: Over Assignment is defined as the ECH in excess of 16.5 ECH for faculty, generated by a course of which part is used to fulfill the 16.5 ECH regular assignment. Faculty with less than 16.5 ECH in a given quarter may be assigned an over assignment provided at least one-half of the over assignment is used to fulfill the 16.5 ECH required for normal assignment. (Over assignment hours may be part of the 35 on-campus hours). All over assignments will be paid at the end of the contract year when the annual assignment has been determined. Over assignment pay shall be based on the part-time teaching rate.
- (C) Part-time Teaching Contract: Full-time faculty may be given due consideration in filling part-time teaching assignments at the College not to exceed nine credit hours per quarter at the rate set by the College.
- (D) Off Quarter Contracts: Faculty teaching during their off quarter contract shall be paid according to the following formula for assignments of 16.5 ECH or less:

Annual Salary x 23.7% x (ECH taught / 16.5)

ECH in excess of 16.5 during the off quarter shall be paid at the part-time teaching rate.

(E) Extra Pay: Assignments such as, but not limited to, department coordinator, program coordinator, campus coordinator, subject facilitators, club sponsor, Skills USA mentor, curriculum development, course enhancement, on-line/mixed mode course development, blended course development, on-line course mentors, on-line course co-developers, learning community course development, and other non-teaching duties may be considered as extra pay assignments. Extra pay assignments shall be at the rate or ECH set by the College.

(F) Class Times: Faculty may be assigned a combination of day, evening, or weekend classes as part of the regular assignment.

(G) Office Hours: The on campus assignment shall consist of a minimum of 6 posted office hours except special situations (e.g., faculty members assigned to clinicals, which will require less than the minimum of 6 posted office hours).

(H) Other duties: Extra pay, independent study, cooperative work experience and continuing education contracts will ordinarily be in excess of 16.5 ECH. When in excess of 16.5 ECH, they may not be counted toward the 35 on-campus hours.

(I) Class Size: Normal class size shall be 35. Allowances will be made for special situations such as space, number of lab stations, development classes, etc.

(5) The amount of student contact and other required on-campus hours will be determined by the College. However, should the College at any time during any contract year covered by this Agreement change such total on-campus requirement, then negotiations shall be reopened for the limited purpose of negotiating the economic impact of such change only.

ARTICLE VIII

CRITERIA FOR ESTABLISHING INITIAL APPOINTMENT AND PROMOTION SALARY

(1) For calculation of total salary for each newly hired employee and each promoted employee the following three factors shall be added together:

(A) Base Salary: The Level of the initial appointment for a newly hired employee and the Level of appointment for purposes of promotion shall be based upon the minimum criteria by level as set forth in the Charts contained in Appendix D to this Agreement. Designations within a Level on the Appointment and Promotions Charts represent alternatives to placement within the appropriate level—not advancement within the level. Placement in a specific grade entitles the employee to the base salary for such level as set forth in Appendix A to this Agreement.

(B) Additional Qualifications: Additional salary, in accordance with the following:

- (i) Appendix B to this Agreement in the case of faculty; and
- (ii) Appendix C to this Agreement in the case of counselors and academic advisors.

The additional salary referenced in this subsection, when combined with base salary, may not exceed the limits for the Level as set forth in Appendix A.

(C) Criticality of Skill or Unique Competence: There is provision for qualitative evaluation and the assignment of an additional amount in the salary determination in those cases where it can be justified, such as in the case of unique competence or criticality of skill. The determination of whether a critical skill allowance is appropriate and the amount thereof is solely within the College's hiring prerogative. The Association will be notified any time an employee is given extra compensation for criticality of skill or unique competence. In the event criticality of skill is granted, returning faculty who teach the same critical skill or discipline will have their salary adjusted in accordance with Board Policy. Generally, criticality of skill shall not be used to exceed the maximum for Level Placement as set forth in Appendix A. If the College desires to exceed the maximum for Level Placement, the salary must be negotiated with the Association.

(2) 12 Month faculty: Initial appointment of twelve-month faculty and counselors/vocational evaluators shall be based upon the derived nine-month salary multiplied by 1.3107 to provide a twelve-month salary.

ARTICLE IX **PROMOTION IN LEVEL**

(1) Any employee who meets all requirements for promotion and is promoted to a higher Level under Appendix D shall be compensated effective the first day of his/her nine-month or twelve-month contract for which the promotion was approved in the greater of the amounts computed as follows:

- (A) The amount of salary he/she would receive pursuant to a recalculation under Article VIII of this Agreement; or
- (B) An amount equal to the employee's current salary, plus the sum of \$750.

(2) When evaluating promotion requests, the following criteria will be used:

- (A) When determining if a faculty member has met the number of years teaching experience (at MCC) required for a promotion, the faculty member must have completed at least 3 full quarters totaling 49.5 ECH of a teaching load during the first year of his/her teaching contract. This applies to both 9 and 12 month contracts. Allowing individuals holding a 12-month contract to meet the eligibility requirement using the above criteria is intended for promotion purposes only and is not intended to apply to other situations.
- (B) Teaching assignments accepted and completed in an adjunct capacity will not count toward the number of years teaching experience required for promotion.
- (C) To qualify for promotion, the requestor must have completed the requirements for the level

being sought prior to the start of the academic year for which the promotion is being considered. That is, years of service and degree requirements must be completed prior to the official start date of the fall quarter of the year in which the promotion is to become effective.

ARTICLE X
REAPPOINTMENTS FOR YEARS 2009-10

Employees covered by this Agreement who were employed by the College in the same capacity in the year 2008-09, and who received their initial appointment to their present positions in said preceding or an earlier year (hereinafter "returning employees"), shall receive a total salary and benefits package increase averaging 3.00% calculated on the 2008-09 total salary and benefits package. The approximate employee total salary increase is 2.859%. Minimum starting salaries and limits on initial appointment shall be increased by 1% less than the salary increase for the existing employees. Maximum salaries shall be adjusted by the same across-the-board percentage as the salary increases for existing employees.

ARTICLE XI
"SPECIAL FUNDING" POSITIONS

(1) If any employee covered by this Agreement holds an Annual Notice of Appointment not covered under the provisions of NE statutes in Chapter 85, Sections 1528 to 1534, and the appointment is a position for which 25% or more of the salary cost is funded or reimbursed by governmental or other special grant or program, then in such event:

(A) The employee's level of compensation and benefits (hereinafter referred to as "compensation level") shall be the same as is provided for in this Agreement regardless of the compensation level as provided for in said grant or program.

(B) Such employment shall not exceed the period of time for which the appointment is made, and the College shall have no obligation to provide employment beyond the date stated.

(C) In the event the funds for the project or program are not obtained or are withdrawn during the period for which the employee is appointed, then such employment shall be subject to termination by the College upon two (2) weeks notice to the employee.

ARTICLE XII
HEALTH INSURANCE:

(1) For the Plan Year 2009-10, the College will provide a contribution toward health and dental coverage up to a maximum amount equal to 100% of the combined premiums for employee, spouse, and child(ren) health coverage plus employee only dental coverage. The health/dental plan offered is the Blue Preferred PPO Plan sponsored by the Educators Health Alliance ("EHA") with the following deductible:

- \$350 (employee)
- \$700 (employee & child(ren), employee & spouse, or employee, spouse & child(ren))

(2) Each employee will be afforded the opportunity to enroll in the College's health/dental program upon initial hire. Each employee may also enroll in dental coverage during the open enrollment time (May 2009 to September 2009) for the 2009-10 PlanYear. The Plan presently provides coverage for hospitalization, major medical, prescription drugs, and dental benefits under group health/dental insurance. The following coverage options are available under the current health/dental program for the contract year 2009-10:

- (A) EHA Blue Cross/Blue Shield \$350 (employee) / \$700 (employee & child(ren), employee & spouse, or employee, spouse & child(ren)) Deductible PPO:

The four (4) Tiers for health coverage are:

- (i) Employee
- (ii) Employee & child(ren)
- (iii) Employee & spouse
- (iv) Employee, spouse & child(ren)

- (B) EHA Blue Cross/Blue Shield 100% A, B, & C PPO dental coverage:

If the employee does not elect the EHA health coverage but elects the EHA dental coverage, the College will pay up to 100% of the premium cost of the employee, spouse, and child(ren) dental plan. In addition, the employee taking only dental coverage will receive \$1,850 over the employee's contractual period for cash-in-lieu-of health coverage.

ARTICLE XIII
CASH-IN-LIEU:

An employee who elects not to receive any College-sponsored health or dental coverage and who provides proof of alternate health insurance coverage shall be paid "cash-in-lieu" in the amount of \$2,200.00. An employee who elects to receive only "single coverage" (i.e., non-family coverage) under the College-sponsored health coverage shall be paid "cash-in-lieu" in the amount of \$1,850.00. Any "cash-in-lieu" amount will be paid to the employee in installments during the term of the employee's contract.

ARTICLE XIV
FLEXIBLE SPENDING ACCOUNT:

The College agrees to continue its current plan to provide an opportunity for employees to voluntarily participate in a flexible spending account, subject to provisions and to the extent allowable by IRS Code Section 125. Employees may choose to set aside an amount from their paycheck, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

ARTICLE XV
LIFE INSURANCE:

The College shall provide the covered employees group term life insurance in the amount of one times the employee's salary (rounded up to the nearest \$1,000), up to a maximum of \$50,000.

ARTICLE XVI
LONG TERM DISABILITY INSURANCE:

(1) The College provides a long-term disability insurance program. The current coverage is 60% of annual base pay, 70% of all sources, after the first 90 calendar days of disability, up to a per month maximum as established by the carrier. Employees will not be covered by the Long-Term Disability Insurance Plan until the first day of the month following the first 30 days of employment. For details, see description of program on file in the College Human Resources Office. The College may alter the designated carrier or specific benefits at any time, provided that the employees covered hereby will receive equal or greater coverage than non-bargaining unit members.

(2) The following rules apply regarding sick leave usage and long-term disability:

(A) During the first 90 calendar days of disability from contractual work the employee may use accrued sick leave.

(B) During the second 90 calendar days of disability from contractual work, the employee must apply for LTD. Only LTD will be paid if employee qualifies for LTD.

(C) At the end of 180 calendar days of disability from contractual work, if the circumstances are such that the employee will not be returning to work for the College, the College will “buy out” any and all unused sick leave the employee has remaining for a dollar amount which is equal to one-half of the number of hours of unused sick leave the employee has remaining multiplied by the employee’s then current equivalent hourly rate of pay.

ARTICLE XVII
RETIREMENT PROGRAM

Retirement benefits are provided through TIAA/CREF and/or Fidelity Investments Retirement Plan (collectively “the Program”). The College will match the employee’s own contribution up to a maximum of eight percent (8.0%) for the contract year.

The employee may select 2%, 3%, 4%, 5%, 6%, 6.5%, 7%, 7.5%, or 8.0% as his/her own aggregate contribution rate to the retirement plan, which may be allocated to one or more of the plans, subject to minimums within any such plan. The employee’s contribution rate shall be deducted from and calculated upon only that compensation earned under nine-month contracts, twelve-month contracts, and summer contracts. The College shall make no retirement contribution in respect to compensation earned under part-time and overload contracts or earned as cash-in-lieu of insurance. For details see copy of the College Retirement Plan Document on file in the College Human Resources Office.

ARTICLE XVIII
BENEFITS – PAY DEDUCTIONS

The cost for any employee benefit for which the employee is responsible for a portion or a share of the cost shall be deducted from the employee’s wages in installments over the term of the employee’s contract.

In the case of employees on a nine-month contract and who have opted to receive their salary over nine months rather than twelve months, they shall prepay to the College in advance the employee's share of costs that will accrue during the three-month period for which they will not be receiving pay checks, and their failure to do so may result in cancellation of the coverage without further liability to the College.

ARTICLE XIX
TRAVEL REIMBURSEMENT

Travel expenses shall be reimbursed in accordance with Procedures Memorandum VI-2.

ARTICLE XX
PERSONAL LEAVE:

(1) Each faculty member (232-day and 177-day contracts) and counselor (177-day contracts only) covered hereby shall receive no holiday pay or annual leave; however, he/she shall be eligible for up to two days per year for personal leave purposes upon approval of his/her supervisor. Employees shall file a request in writing for prior approval for such absence and shall communicate this request as soon as possible through their respective supervisor. Personal leave days shall not accumulate from academic year to academic year and may be taken over a twelve-month period, beginning September 1 – August 31.

(2) Personal leave may be taken in one-hour segments with appropriate supervisory approval.

(3) Notwithstanding the foregoing, personal leave days, subject to the requisite approval, may be taken during summer contracts extending beyond the fiscal year.

(4) Reasons for requesting personal leave need not be divulged when asking for approval.

(5) Personal leave time will not be allowed to interrupt the student learning process, to excuse absences from professional development requirements, or to excuse attendance at College-wide required events.

NOTE: Beginning July 1, 2009, the appointment period for faculty holding a 12-month contract changed from the College's fiscal year (July 1 – June 30) to the College's calendar year (September 1 – August 31). During this transition period (July 1, 2009 – August 17, 2010) faculty holding 12-month contracts have two extra months during which to use the two days of personal leave accrued for the 2009-10 College calendar year. The fourteen-month usage period applies only during this initial transition period—July 1, 2009 – August 31, 2010. Personal leave not used by August 31, 2010 will be forfeited.

ARTICLE XXI
ANNUAL LEAVE:

Twelve Month Counselors (262-day contracts) and Academic Advisors shall receive holidays and Annual Leave days in accordance with Procedure Memorandum VI-13 (November 10, 2003).

ARTICLE XXII
SICK LEAVE:

- (1) Each employee, covered hereby shall be credited with sick leave at the rate of one day per month for each month of his/her contract period - nine (9) days per year for those on a nine-month contract and twelve (12) days per year for those on twelve-month contracts. Academic advisors shall accumulate sick leave in accordance with College policies and procedure memorandums. Sick leave is a privilege and abuse thereof may result in discipline and/or discharge.
- (2) Sick leave may be used only for approved absences made necessary:
 - (A) by disability caused by sickness, illness or injury of the employee, including disability caused or contributed to by pregnancy or childbirth;
 - (B) to prevent exposure of co-workers and the public to contagious disease;
 - (C) by need of the employee to obtain dental or medical care;
 - (D) by illness or injury of a member of the employee's "immediate family" requiring the personal care and presence of the employee, defined herein as father, mother, current spouse, dependent children, dependent step-children, and any relative living in the household of the employee; or
 - (E) for employee's adoption of a child when that child requires the personal care and presence of the employee.
- (3) A complete and updated description of the Family and Medical Leave Act provisions which may apply is available in the Human Resources Office (see PM VI-13).
- (4) An employee who finds it necessary to be absent for any of the above reasons shall communicate same to his/her supervisor as soon as possible and file a request in writing for prior approval of the use of sick leave for such absence.
- (5) In the following cases prior approval of sick leave need not be obtained; however, the request shall be filed as soon as possible after returning to work.
 - (A) leave necessitated by disability caused by unforeseen sickness, illness or injury of the employee; and
 - (B) leave necessitated to prevent exposure of co-workers and the public to contagious disease that might seriously endanger their health.
- (6) In any case where the College deems it appropriate, it may require the employee to obtain a specific certification from a physician certifying the nature of the sickness, illness, injury or disability and the necessity for absences from work and, if appropriate, a certification as to the employee's fitness to return to work.
- (7) Unused sick leave may be accrued to a maximum of 110 days.

(8) In the case of extenuating circumstances and upon written request of the employee, the College President or his/her designee may allow for usage of sick leave for a given year prior to actual accrual of the sick leave.

(9) No sick leave shall accrue on account of employment under separate part-time or summer contracts. However, sick leave previously accrued and unused may, subject to appropriate approval, be utilized by nine-month teaching faculty having a summer employment contract during such summer employment.

(10) The College will not purchase or otherwise compensate employees for unused sick leave, except as provided below:

(A) Upon the death of an employee, the College shall pay 25% of such employee's accumulated and unused sick leave at the employee's current daily rate of pay, payable to:

- (i) his/her designated beneficiary; and
- (ii) if he/she shall have failed to designate a beneficiary, then to his/her spouse if living; and
- (iii) if no living spouse, then to the deceased employee's estate.

(B) Upon retirement from service with the College by reason of having attained a minimum age of 59 and achieved a minimum total point score of 70 (sum of age attained and years of full-time service with the College); then the College shall pay to the employee a portion of such employee's accumulated and unused sick leave up to a maximum of 110 days at the employee's current daily rate of pay according to the following table:

<u>TOTAL POINT SCORE AT TIME OF RETIREMENT</u>	<u>PERCENTAGE OF PAYOUT</u>
80 or more	25%
79	24%
78	23%
77	22%
76	21%
75	20%
74	19%
73	18%
72	17%
71	16%
70	15%

Examples:

<u>AGE</u>	<u>plus LENGTH OF SERVICE</u>	<u>= PERCENTAGE PAYOUT</u>
59	11 years	15%
64	8 years	17%
66	20 years	25%

ARTICLE XXIII
CATASTROPHIC DISABILITY LEAVE:

Each employee who sustains a catastrophic disability, as may be defined from time to time by the College, may request catastrophic disability leave under the College Procedure Memorandums and Board Policies. The granting of such leave is entirely within the discretion of the College. For details and qualifying requirements, see description of the program on file in the College Human Resources Office.

ARTICLE XXIV
BEREAVEMENT LEAVE:

- (1) Each employee covered hereby shall be eligible to take approved absences necessitated on account of a death in the employee's immediate family subject to the approval of the Executive Vice President or his/her designee.
- (2) The term "immediate family" as used herein shall mean only the employee's father, mother, step-father, step-mother, grandfather, grandmother, spouse, child, step-child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other relatives living in the household of the employee.
- (3) Bereavement leave may also be granted for attendance at funeral services for a co-worker at the College where there has been a personal friendship, subject to the supervisor's determination that the absence will not create an interruption in essential work flow.
- (4) Written verification of leave may be requested by the Executive Vice President as a condition of granting the leave.
- (5) The approval of an amount of leave granted shall be determined by taking into account the circumstances involved; however,
- (6) Denial of a bereavement leave request may be appealed through an application to the Bereavement Committee as described below.
 - (A) Bereavement leave for the death of a person other than "immediate family" may be granted through an application to the Bereavement Committee.
 - (B) Applications to the Bereavement Committee shall be in writing in a form approved by the College and the MCCEA, and must be received within ten working days of the employee returning from an approved absence related to a death. The Bereavement Request Form may be submitted to the Associate Vice President of Human Resources, the College's Director of Labor Relations / General Counsel, the MCCEA President, or the MCCEA Chief Negotiator.
 - (C) Upon receipt of an application under this paragraph, the MCCEA and the College's Director of Labor Relations / General Counsel or his/her designee shall each assign two persons to serve on the Bereavement Committee.
 - (D) The Bereavement Committee may request additional information from the applicant.

(E) The Bereavement Committee shall review the application and notify the applicant of a decision to grant bereavement of up to five (5) days or of a decision to deny bereavement leave. Bereavement leave may only be granted by a simple majority of the Bereavement Committee.

(F) Guidelines for the granting or denial of bereavement leave shall be jointly determined by the MCCEA and the College and shall be provided to the Bereavement Committee.

(8) In no case shall bereavement leave exceed five days for one death or more than a total of ten days in a fiscal year.

ARTICLE XXV **EDUCATION FUND**

The College will allocate \$15,000 into an Education Fund as set forth in Appendix “F” to this Agreement.

ARTICLE XXVI **EXTRA CONTRACTS**

The provisions of the Agreement and the specific benefits herein set forth do not apply to services rendered or compensation earned by such employees as the result of separate part-time contracts, overload contracts, substitute pay, or summer contracts, except to the extent specifically provided for herein.

ARTICLE XXVII **TIMELY NOTICE OF SEPARATION**

A faculty member who submits a timely separation notification announcing his/her intent to separate employment at the end of the individual’s contract year and then agrees to teach classes during the following quarter will be paid in accordance with the provisions outlined in this Agreement related to “off quarter contracts” for that following quarter. In order to qualify for this special pay provision, a faculty member must have worked at the College in a full-time faculty position for at least three years prior to the effective date of his/her separation. For purposes of this paragraph, “timely separation notification” must be given at least one-quarter prior to the date of separation of employment.

ARTICLE XXVIII **GRIEVANCE PROCEDURE**

(1) Any complaint, disagreement, or difference of opinion between the College and the Association (or any employee covered by this Agreement) concerning the application or interpretation of the terms of this Agreement, Board Policies, or Procedure Memorandums may be the subject of a grievance under this grievance procedure. A complaint, disagreement or difference of opinion concerning any matter not specifically provided for by the terms of this Agreement, Board Policies, or Procedure Memorandums shall not be subject to this grievance procedure.

(2) Any issue that may otherwise be subject to the grievance procedure of the Agreement, but is also covered by Procedure Memorandum VI-34 (“Equal Employment Opportunity”), shall be addressed through

the procedures set forth under Procedure Memorandum VI-34, and shall not be grieved under this Agreement.

(3) A grievance may be presented by any Employee covered by this Agreement or by the Association. Any grievance shall be forfeited and waived by the aggrieved party if not first presented in accordance with the terms of this Article within twenty-five (25) working days following the occurrence giving rise to the grievance.

(4) LEVELS IN THE GRIEVANCE PROCEDURE (Form required – see Appendix E)

(A) LEVEL ONE (Immediate Supervisor): The grievant shall first informally discuss and/or file a formal grievance with the grievant's immediate supervisor as described more fully below. If the Association is initiating the grievance, the initiation of the grievance shall be initiated at LEVEL TWO between the Association's Representative and the College's Director of Labor Relations / General Counsel.

(i) INFORMAL DISCUSSION: The grievant may first discuss the grievance orally and in person with the grievant's immediate supervisor. This shall be a personal discussion between the grievant and the grievant's immediate supervisor. The immediate supervisor shall issue an informal decision on the grievance within ten (10) working days of the informal discussion. The grievant may skip the INFORMAL DISCUSSION and initiate a grievance through the FORMAL GRIEVANCE.

(ii) FORMAL GRIEVANCE: If the grievance is not satisfactorily resolved within ten (10) working days after the INFORMAL DISCUSSION, the grievant may file a written formal grievance with the grievant's immediate supervisor. The grievant must file the written grievance with the immediate supervisor within ten (10) working days after the informal decision or after expiration of the time allowed for an informal decision. The grievant's immediate supervisor shall issue a written decision within ten (10) working days after receipt of the formal written grievance.

(B) LEVEL TWO (Written Appeal): If the matter is not satisfactorily resolved at LEVEL ONE, the grievant may present the grievance in writing to the College Director of Labor Relations / General Counsel. The grievant must file the written grievance in the office of the College's Director of Labor Relations / General Counsel within ten (10) working days after the decision at LEVEL ONE or, if there was no timely decision at LEVEL ONE, within ten (10) working days after the expiration of the time allowed for decision at LEVEL ONE.

(i) Upon receipt of a grievance, the President or his/her designee shall assign deliberation of the grievance to:

(a) the College President;

(b) the College Director of Labor Relations / General Counsel;

(c) the Executive Vice President;

(d) the Vice President for Campuses and Student Affairs (in the case of academic advisors or counselors) or the Vice President of Academic Affairs (in the case of faculty); or

(e) a Grievance Committee made up of three administrators.

(ii) If the College assigns the deliberation of the grievance to a Grievance Committee, the Grievance Committee shall be made up of:

(a) College Legal Counsel (either the College's Director of Labor Relations /General Counsel or other legal counsel engaged for this purpose);

(b) The Vice President for Campuses and Student Affairs; and

(c) the Vice President of Academic Affairs;

(d) Or, In the event that any of the above are unable or unwilling to serve, the President and his/her designee may alternately name the College President, the Executive Vice President, and/or the Associate Vice President of Human Resources to serve on the Grievance Committee.

(iii) The College shall assign the deliberation of the grievance within ten (10) working days after receipt of the LEVEL TWO grievance. The written decision in LEVEL TWO shall be issued within ten (10) working days after the deliberation of the grievance has been assigned.

(C) LEVEL THREE (Arbitration): If the Association is not satisfied with the College's resolution of a grievance at LEVEL TWO and the grievance is based upon the interpretation or application of an express provision of this Agreement, Board Policies, or Procedure Memorandums, the Association may demand arbitration of the grievance on behalf of an employee or on behalf of the Association. Unless otherwise agreed between the parties in writing, the Association shall demand arbitration under this Article by serving a written demand for arbitration on the College's President within ten (10) working days after the Association receives the College's decision on the grievance at LEVEL TWO.

(i) The Association and the College agree to the following arbitrators:

Kelley Baker – Harding Schultz and Downs, Lincoln NE
Larry Baumann - Kelly Scristsmier & Byrne, North Platte NE
Jim Gessford – Perry Guthery Haase & Gessford, Lincoln, NE
Randy Goyette - Baylor Evnen Curtiss Gruit & Witt, Lincoln NE
Karen Haase – Harding Schultz & Downs, Lincoln NE
John Higgins – Huston & Higgins, Grand Island, NE
Kile Johnson – Johnson, Flodman, Guenzel & Widger, Lincoln NE
Rex Schultze - Perry Guthery Haase & Gessford, Lincoln NE
Tim Thompson - Kelley Scristsmier & Byrne, North Platte NE

Steve Williams - Recknor Williams & Wertz, Lincoln NE

(ii) Upon receipt of a demand to arbitrate, the College and Association will contact the above listed arbitrators to determine which are available and willing to serve under an hourly rate set by the Association and the College. The parties shall meet or confer within ten (10) working days after determining the list of available and willing arbitrators and shall alternate striking names from such list, with the College striking the first name in any odd numbered year and the Association striking the first name in any even numbered year. The last name remaining unstricken shall be the arbitrator.

(iii) The arbitrator's fee shall be divided equally between the Association and the College. The Association shall pay its own attorney fees in connection with the arbitration and any hearing before the arbitrator, and the College shall do likewise. The arbitrator shall not have jurisdiction, power or authority to alter such divisions and apportionments of such fees.

(iv) There shall be a hearing before the arbitrator on the matter in dispute, at such time as may be specified by the arbitrator. The hearing will be held at a College campus location to be specified and provided by the College without monetary charge to the Association. At the outset of the hearing, the parties shall deliver to the arbitrator an agreed and stipulated written joint submission statement which shall state the issue to be decided. If the parties are unable to agree upon a joint submission statement, each party shall submit to the arbitrator its own submission statement which shall state the submitting party's version of the issue to be decided.

(v) The arbitrator may continue or postpone the hearing as the arbitrator deems reasonably necessary. The arbitrator shall render his/her decision or award within thirty (30) calendar days after the arbitrator closes the hearing.

(vi) The decision of the arbitrator on the matter shall be final and binding on the Association, all bargaining unit employees, and the College, except that:

(a) The arbitrator may not award any remedy or relief that a Nebraska state district court would not have jurisdiction to award or that would conflict with the Constitution or laws of the United States or of the State of Nebraska.

(b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, Board Policy, or Procedure Memorandums.

(c) The arbitrator shall have no power to establish wage scales or rates on new or changed jobs or to change any wage or other compensation or employee benefit rate or scale.

(d) The arbitrator shall have no power to rule on the assignment of work by the College to employees or to bargaining units of employees.

(e) The arbitrator shall have no power to make any agreement for the parties.

(f) The arbitrator shall have no jurisdiction or power to rule upon any matter, issue or complaint that is not based upon an alleged breach, or the interpretation or application, of an express provision of this Agreement, Board Policies or Procedure Memorandums.

(vii) If any matter is submitted to an arbitrator and the arbitrator finds that he/she has no power or jurisdiction to rule on the matter, the arbitrator shall refer the matter back to the parties without any decision, recommendation or comment upon the merits of the matter.

(viii) In recognition of and in consideration for this voluntary arbitration procedure, the Association agrees that they shall not file any lawsuit based upon any alleged breach of this Agreement, Board Policies, or Procedure Memorandums or seeking the interpretation or application of this Agreement, Board Policies, or Procedure Memorandums. However, the Association and the College shall each have the right to file suit or other legal proceedings to confirm an arbitrator's award rendered under and pursuant to this arbitration procedure. Similarly, the Association and the College shall each have the right to file suit or other legal proceedings to vacate, modify or correct, upon any ground or grounds allowable by law, an arbitrator's award rendered under and pursuant to this arbitration procedure.

(ix) Except to the extent inconsistent with this Article, the Nebraska Uniform Arbitration Act (Neb.Rev.Stat. §§25-2601 et seq.) shall apply respecting any arbitration under or pursuant to this Article and any subsequent proceedings relating to or arising out of such arbitration.

(5) MISCELLANEOUS

(A) Representation. At LEVEL TWO of this grievance procedure, any grievant may be represented by himself/herself or, at his/her option, by one attorney or one other representative of his/her own choosing. At LEVEL THREE of this grievance procedure, the Association may be represented by any individual of its own choosing. Any such representation at LEVELS TWO or THREE shall be at the grievant's or the Association's own expense.

(B) Time Limitations. The following rules shall govern as to time limitations:

(i) Extensions of Time. The time limitations specified for either the grievant or the College may be extended by written mutual agreement. Such extension of time on the part of the College must be approved by the Director of Labor Relations / General Counsel, or his/her designee, for LEVELS ONE through THREE.

(ii) Effect of Failure to Grieve or to Appeal within Time Specified. Failure to raise a grievance within the time prescribed shall be considered a waiver of the grievance. If a decision at any LEVEL is not appealed to the next LEVEL of the procedure within the time limit specified, the grievance shall be determined settled on the basis of the last decision rendered.

(iii) Effect of Failure to Respond within Time Limit. Failure of the College at any LEVEL of the grievance procedure to respond to the grievant within the specified time limit shall permit the lodging of an appeal to the next LEVEL of the procedure. The grievant shall have ten (10) working days after the expiration of College's allowed response time to lodge an appeal to the next LEVEL.

(iv) Documents, Statements or Items Missing from Grievance or Appeal. At LEVELS ONE, TWO, and THREE, if any document, statement or item specifically required by this grievance procedure to be included in, provided with or filed with the grievance or appeal is not so included, provided or filed, the College official who is to act on the grievance or appeal may request the grievant to provide the missing document, statement or item to the official. If the grievant unreasonably fails to provide the document, statement or item to the official within four (4) working days after such request and does not communicate to the official an adequate reason excusing such failure within such four-day period, the official may deny the grievance or appeal. If the grievant does provide the document, statement or item to the official within such four-day period, the time allowed for the official to issue his/her decision on the grievance or appeal shall be extended by four (4) working days. Except as provided in this paragraph, no appeal shall be denied or disallowed because one or more of the statements, documents or items listed above are missing from the filed written appeal. The grievant may request documents under the provisions of Nebraska Public Records laws, Neb. Rev. Stat. §§ 84-712 et. seq.

(C) Avoiding Interruptions. This procedure shall not be construed to permit interruptions of classroom or other College activities or to authorize the involvement of students at any LEVEL of the procedure. In circumstances where a critical witness available to prove or disprove the existence of a fact is a student, then in such a case the student may be a witness.

(D) Working Day Defined. For purposes of this Article, a working day is any day that administrative offices of the College are open for normal business.

(E) Informal Discussion. Nothing contained herein shall be construed as limiting the right of the grievant at any time or at any level to discuss the matter informally with the appropriate supervisor/administrator of the College and have the grievance informally adjusted.

(F) Hearings and Conferences Closed. All conferences, meetings and hearings under this procedure shall be conducted in closed sessions and shall include only the person conducting the conference, meeting or hearing, the grievant, the grievant's designated representative(s), personnel of the College who are involved, witnesses, and the College's representative(s).

(G) Time Extended by Reason of Hospitalization. If, on the date that a grievance must be lodged, an appeal taken or the response or decision of an administrator (including an immediate supervisor) must be made, the person required hereunder to act is hospitalized, then the prescribed time for taking such action shall not be deemed to have commenced to run until ten working days following the last day of his/her hospitalization.

(H) Immediate Supervisor Designees. During such times as any immediate supervisor is unable or unwilling to perform his/her duties under this grievance procedure the immediate supervisor, the Vice President for Campus and Student Affairs, or the Vice President of Academic Affairs may designate someone of equivalent or higher managerial level in the immediate supervisor's place to do all things required to be performed by him/her under this grievance procedure.

(I) Costs. The grievant/Association shall pay his/her/its own costs and attorneys' fees or other representation fees and the College shall have no liability in respect thereto. Similarly, the College shall pay its own costs and attorneys' fees or other representation fees and the grievant/Association shall have no liability in respect thereto.

(J) Grievance Form. At every LEVEL, the grievant and management's representative shall complete the Grievance Form, attached hereto, marked Appendix E. Failure by the grievant to complete the Grievance Form within the time limits set forth above at each relevant LEVEL shall be considered a waiver of the Grievance.

(K) Grievance Recitations: At all grievance LEVELS, a grievant shall include and recite:

- (i) A clear and concise statement of the grievance, including the circumstances, the persons involved, and the date of the occurrence(s) giving rise to the grievance;
- (ii) The date of previous LEVELS in the grievance procedure;
- (iii) A summary of the decision(s) rendered at previous LEVELS in the grievance procedure;
- (iv) A reference to the specific provision(s) of this Agreement, Board Policy, or Procedure Memorandum allegedly violated or involved; and
- (v) The specific remedy sought by the grievant.

(L) Conferences, Hearings, and/or Discussions: The management representative(s) responsible at any grievance level may hold such conferences, meetings or hearings, and/or discuss the matter with such persons or witnesses, as he/she believes may be helpful in understanding or resolving the grievance.

ARTICLE XXIX

STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED

(1) No employee covered by this Agreement, nor the Association, nor any of its agents, shall:

(A) Interfere with, hinder, delay, limit or suspend the continuity or efficiency of the College in the performance of its governmental or educational services or operations by strike, slowdown, refusal or failure to perform job functions and responsibilities, other work stoppage, or otherwise interfere with the operation of the College; or

(B) Coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown, refusal or failure to perform job functions and responsibilities, other work stoppage, or other interference with the operations of the College which would hinder, delay, limit or suspend the continuity or efficiency of the College in the performance of its services or operations.

(2) In the event of a strike, work stoppage, slowdown or other interference with the continuity or efficiency of the College by employees who are covered by this Agreement, the Association shall in good faith take all necessary steps to cause those employees to cease such activity.

(3) In addition to all other legal or equitable remedies the College may have, there shall be the following sanctions for violation of this Article:

(A) Any employee violating this Article may be subject to discipline up to and including termination.

(B) If the Association violates this Article, the College may withdraw from the Association any and all rights, privileges, or services provided to the Association by this Agreement.

(4) Nothing in this Article is intended to imply or infer that the Association or its membership has heretofore acted in a manner contrary to the provisions of this Article.

(5) The College shall not authorize, condone or permit an unlawful lockout of the members of the bargaining unit nor shall it coerce, instigate, induce, conspire with, intimidate or encourage any person to create, promote or participate in any such lockout.

ARTICLE XXX
ENTIRE AGREEMENT

This Agreement shall supersede any and all existing or prior verbal or written rules, regulations, resolutions and policy statements of the College and all existing and prior customs, practices and alleged past practices of the College in regard to the subject matter which may be contrary or inconsistent with the express terms of this Agreement. The adoption, institution, continuation, modification and abolishment of any past, existing, and future policies, procedures, practices, and customs shall be exclusively within the discretion of the College, except to the extent that such action shall be contrary to the specific terms of this Agreement.

ARTICLE XXXI
CHANGES MADE DURING TERM HEREOF TO BE THROUGH NEGOTIATION

The provisions of this Agreement were formulated as a result of negotiations with the College and the Association. Any changes in the provisions hereof which are to take effect prior to July 1, 2009, shall also be through negotiations with the Association. Negotiations during the term of this agreement can only be re-opened upon the agreement of both parties.

ARTICLE XXXII
MANDATORY/PERMISSIVE NATURE OF ISSUES PRESERVED

The mandatory or permissive nature of any subject, matter, or issue included in this Agreement is fully preserved and shall be determined by law without regard to its inclusion herein. The inclusion of any subject, matter, or issue herein shall not be deemed an agreement, understanding, or consent to submit the same in the future to the collective bargaining process, or be deemed a waiver of the College's management prerogatives or Association's rights.

ARTICLE XXXIII
CONFLICT CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered hereby shall be determined by a court of competent jurisdiction to be invalid, then all other provisions and applications shall continue in full force and effect.

ARTICLE XXXIV
EFFECTIVE DATE AND DURATION

This Agreement shall be effective as of July 1, 2009, except as otherwise herein provided, and shall continue in effect until June 30, 2010, and thereafter until superseded by further action of the Board. The Employer's Board of Governors shall give the Association a minimum of thirty (30) calendar days notice prior to taking any action to supersede this Agreement.

ARTICLE XXXV
ENSUING YEAR

Nothing herein contained shall be construed to prohibit or discourage the representatives of the College and the Association from meeting and conferring prior to July 1, 2010, in respect to the ensuing year 2010-11.

APPROVAL OF PARTIES

The undersigned Metropolitan Community College Area, a Community College Area organized under the laws of the State of Nebraska, and the Metropolitan Community College Education Association, the exclusive bargaining agent for the College Area's employees covered by this Agreement, do by their respective Presidents, attest to the approvals by said College and said Association, respectively, of the foregoing Agreement in Respect to Full-Time Academic Advisors, Counselors, and Faculty, consisting of Articles I through XXXV, inclusive, and Appendices A through F, inclusive, pursuant to authorization by vote of the Association's membership duly taken on the ____ day of _____, 2010, and by vote of said College Area's duly elected Board of Governors made in regular session on the 26th day of October, 2010.

EXECUTED at Omaha, Nebraska, this ____ day of _____, 2010.

METROPOLITAN COMMUNITY COLLEGE AREA

By _____
President

METROPOLITAN COMMUNITY
COLLEGE EDUCATION ASSOCIATION

By _____
President

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

APPENDIX A
FACULTY, COUNSELORS, VOCATIONAL EVALUATORS, and ACADEMIC ADVISORS
SALARY SCHEDULE - 2009-10

VOCATIONAL EVALUATORS -- GROUP I

(Career Awareness Leaders)

(Vocational Evaluators)

	LEVEL I		LEVEL II		LEVEL III	
	9-MO.	12- MO.	9-MO.	12- MO.	9-MO.	12- MO.
2009-10 Base Salary for Each Level	34,659	45,427	41,637	54,573	43,998	57,668
Limit for Initial Appointment for Each Level	43,326	56,787	52,044	68,214	54,996	72,083
<u>Maximum Salary for Each Level</u>	<u>51,885</u>	<u>68,006</u>	<u>62,674</u>	<u>82,147</u>	<u>66,334</u>	<u>86,944</u>

COUNSELORS -- Group II

(Counselors)

(Disability Support Services Counselors)

	LEVEL I		LEVEL II		LEVEL III	
	9-MO.	12- MO.	9-MO.	12- MO.	9-MO.	12- MO.
2009-10 Base Salary for Each Level	41,637	54,573	43,998	57,668	48,422	63,466
Limit for Initial Appointment for Each Level	52,044	68,214	54,996	72,083	60,525	79,330
<u>Maximum Salary for Each Level</u>	<u>62,674</u>	<u>82,147</u>	<u>66,334</u>	<u>86,944</u>	<u>73,183</u>	<u>95,921</u>

ALL GROUPS FOR TEACHING FACULTY

	LEVEL I		LEVEL II		LEVEL III		LEVEL IV	
	9-MO.	12- MO.	9-MO.	12- MO.	9-MO.	12- MO.	9-MO.	12- MO.
2009-10 Base Salary for Each Level	44,507	58,336	46,916	61,493	51,451	67,437	57,486	75,347
Limit for Initial Appointment for Each Level	55,639	72,927	58,647	76,869	64,312	84,293	71,857	94,184
<u>Maximum Salary for Each Level</u>	<u>66,123</u>	<u>86,667</u>	<u>70,547</u>	<u>92,466</u>	<u>76,931</u>	<u>100,834</u>	<u>108,878</u>	<u>142,707</u>

Base salary computed on 177-day contract; variations of contract lengths to be computed utilizing the above salaries

ACADEMIC ADVISORS -- GROUP III

(Academic Advisors)

(Health Programs Advisor)

(Academic Advisor / Advising Resource Specialist)

	LEVEL I	LEVEL II	LEVEL III
	12- MO.	12-MO.	12-MO.
2009-10 Base Salary for Each Level	36,134	38,183	42,037
Limit for Initial Appointment for Each Level	41,329	43,378	47,232
<u>Maximum Salary for Each Level</u>	<u>50,195</u>	<u>52,347</u>	<u>56,393</u>

APPENDIX B
TO AGREEMENT

CRITERIA FOR UTILIZING ADDITIONAL FACULTY
QUALIFICATIONS BEYOND THOSE USED
IN LEVEL PLACEMENT

<u>Full-Time Experience</u>	<u>Salary Increment</u>
A. For each academic year of teaching in two-year post secondary institutions	\$400
B. For each academic year of teaching in four-year colleges and universities and three-year nursing	\$335
C. For each academic year of accredited non-post secondary public or non-public school teaching	\$335
D. For each year of other job-related occupational experience	\$335
E. For each of the first two years of education beyond that needed for grade placement (or 30 semester credit hours for each year). This must be in a planned program in the discipline or field with a definite objective	\$425

Full-Time Experience for Partial Years

Partial years full-time experience will be pro-rated at .08 of salary increment per month. For example, under A above, each month of experience adds \$32; under B, C, and D, each month of experience adds \$26.80. This proration does not apply to E above.

Part-Time Teaching Experience or Other Part-Time Job-Related Occupational Experience

Part-time teaching experience or other part-time job-related occupational experience only (does not apply to E above) will be calculated at a rate of \$100 per academic year or a portion thereof. Awards will be limited to \$100 per academic year, and a total maximum award of \$600.

Equivalencies

Normally, a Master's Degree equals 36-39 semester credit hours; Master of Fine Arts equals 60-69 semester credit hours beyond the Bachelor's; Specialist equals 30 semester credit hours beyond the Master's with a total of 66-69 semester credit hours beyond a Bachelor's; an Ed.D. equals a minimum of 96 semester credit hours beyond a Bachelor's; a Ph.D. equals a minimum of 90 semester credit hours beyond a Bachelor's.

APPENDIX C
TO AGREEMENT

CRITERIA FOR UTILIZING ADDITIONAL COUNSELORS, VOCATIONAL EVALUATORS, AND
ACADEMIC ADVISORS QUALIFICATIONS BEYOND THOSE USED IN LEVEL PLACEMENT

<u>Full-Time Experience</u>	<u>Salary Increment</u>
A. For each year of directly applicable work experience in two-year post secondary institutions	\$275
B. For each year of directly applicable work experience in four-year colleges and universities	\$210
C. For each year of directly applicable work experience in accredited non-post secondary public or non-public schools.....	\$210
D. For each year of other job-related occupational experience.....	\$210
E. For each of the first two years of education beyond that needed for grade placement (or 30 semester credit hours for each year.) This must be in a planned program in the discipline or field and must have a definite objective.	\$300

Full-Time Experience for Partial Years

Partial years full-time experience will be pro-rated at .08 of salary increment per month. For example, under A above, each month of experience adds \$22; under B, C, D, each month of experience adds \$16.80. This proration does not apply to E.

Part-Time Directly Applicable Work Experience or Other Part-Time Job-Related Occupational Experience

Part-time applicable work experience or other part-time job-related occupational experience only (does not apply to E above) will be calculated at a rate of \$100 per academic year or a portion thereof. Awards will be limited to \$100 per academic year, and a total maximum award of \$600.

Equivalencies

Normally, a Master's Degree equals 36-39 semester credit hours; Master of Fine Arts equals 60-69 semester credit hours beyond the Bachelor's; Specialist equals 30 semester credit hours beyond the Master's with a total of 66-69 semester credit hours beyond a Bachelor's; an Ed.D. equals a minimum of 96 semester credit hours beyond a Bachelor's; a Ph.D. equals a minimum of 90 semester credit hours beyond a Bachelor's.

APPENDIX D
ACADEMIC ADVISORS & VOCATIONAL EVALUATORS
MINIMUM CRITERIA FOR INITIAL APPOINTMENT
AND SUBSEQUENT PROMOTION

Groups I & III

Academic Advisors & Vocational Evaluators (Career Awareness Leader is deemed to mean Vocational Evaluator--See Article II.)

CRITERIA	LEVEL I	LEVEL II			LEVEL III		
		A	B	C	A	B	C
1. Job Performance	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations
2. College Training*	Bachelor's	Master's with minimum 18 graduate semester hours in career field	Bachelor's plus 15 graduate semester hours in a planned program	Bachelor's Degree	Master's plus 24 graduate semester hours with minimum 36 graduate semester hours in career field	Master's plus 15 graduate semester hours with minimum 24 graduate semester hours in career field	Master's plus 9 graduate semester hours with minimum 18 graduate semester hours in career field
3. Related Occupational Experience	2 Years	2 Years	2 Years	4 Years	2 Years	2 Years	2 Years
4. Total Years of professional work experience as that engaged in at MCC	None	2 Years	4 Years	4 Years	6 Years	8 Years	9 Years
5. Amount of four above at MCC	None	None	2 Years	3 Years	None	2 Years	3 Years

*For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.

APPENDIX D
COUNSELORS
MINIMUM CRITERIA FOR INITIAL APPOINTMENT
AND SUBSEQUENT PROMOTION

Group II

Counselors

CRITERIA	LEVEL I	LEVEL II			LEVEL III		
		A	B	C	A	B	C
1. Job Performance	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations
2. College Training*	Master's with minimum 18 graduate semester hours in career field	Master's plus 24 graduate semester hours with minimum 36 graduate semester hours in career field	Master's plus 15 graduate semester hours with minimum 27 graduate semester hours in career field	Master's Degree	Specialist plus 24 graduate semester hours or doctorate with minimum 48 graduate semester hours in career field	Master's plus 36 graduate semester hours with minimum 42 graduate semester hours in career field	Master's plus 27 graduate semester hours with minimum 39 graduate semester hours in career field
3. Related occupational experience as that engaged in at MCC	None	None	None	2 Years	None	None	None
4. Total years of professional work experience as that engaged in at MCC	None	2 Years	4 Years	4 Years	6 Years	8 Years	10 Years
5. Amount of four above at MCC	None	None	2 Years	3 Years	None	2 Years	3 Years

*For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.

APPENDIX D
 GROUP I TEACHING FACULTY
 MINIMUM CRITERIA BY LEVEL FOR INITIAL APPOINTMENT
 AND SUBSEQUENT PROMOTION FOR

GROUP I TEACHING FACULTY:

Accounting	English	Humanities	Mathematics
Agriculture	ESL	Management	Social Sciences
Communications	Geography	Reading	Theatre
Education	Human Services	Natural Sciences	

CRITERIA	LEVEL I	LEVEL II			LEVEL III			LEVEL IV		
		A	B	C	A	B	C	A	B	C
1. Job Performance	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations
2. College Training	Master's with minimum 18 grad. sem. hours in career field	Master's plus 24 grad. sem. hours with min. 36 grad. sem. hours in career field	Master's plus 15 grad. sem. hours with min. 27 grad. sem. hours in career field	Master's Degree	Specialist plus 24 grad. sem. hours or doctorate with min. 48 grad. sem. hours in career field	Master's plus 36 grad. sem. hours with min. 42 grad. sem. hours in career field	Master's plus 27 grad. sem. hours with min. 39 grad. sem. hours in career field	Doctorate with min. 54 grad. sem. hours in career field	Doctorate with min. 54 grad. sem. hours in career field	Master's plus 60 grad. sem. hours with min. 48 grad. sem. hours in career field
3. Related Occupational Experience	None	None	None	None	None	None	None	None	None	None
4. Total Years Teaching Experience	None	2 Years	4 Years	6 Years	6 Years	8 Years	10 Years	15 Years	10 Years	16 Years
5. Teaching Experience at MCC	None	None	2 Years	3 Years	None	2 Years	3 Years	None	4 Years	5 Years

Note:

- For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.
- Certified Public Accountant (CPA) status is considered equivalent to a Master's Degree.
- Juris Doctorate (JD) is considered equivalent to a Doctorate Degree.
- Master of Fine Arts or two Master's in the discipline = Specialist.
- For faculty in occupational areas in which traditionally there is no Master's or Doctorate Degree specific to their field, a post-graduate degree in Education would be considered a related field.

APPENDIX D
 GROUP II TEACHING FACULTY
 MINIMUM CRITERIA BY LEVEL FOR INITIAL APPOINTMENT
 AND SUBSEQUENT PROMOTION FOR

GROUP II TEACHING FACULTY:

Art	Electronic Technologies	Horticulture	Office Skills Technologies
Child Care	Emergency Medical Services	Engineering Technologies	Hotel/Restaurant Technologies
Photography - Commercial	Computer Technologies	Fashion Merchandising	Insurance Claim Examiner
Real Estate	Criminal Justice	Food Arts and Management	Interior Design
Sign Language Skills	Drafting Technologies	Health Occupations (see below)	Legal Assistant
Visual Communication Arts			

CRITERIA	LEVEL I	LEVEL II			LEVEL III			LEVEL IV		
		A	B	C	A	B	C	A	B	C
1. Job Performance	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations
2. College Training	Bachelor's with major in career field	Master's with min. 18 grad. sem. hours in career field	Bachelor's plus 15 grad. sem. hours in a planned program	Bachelor's Degree	Master's plus 24 grad. sem. hours with min. 36 grad. sem. hours in career field	Master's plus 15 grad. sem. hours with min. 24 grad. sem. hours in career field	Master's plus 9 grad. sem. hours with min. 18 grad. sem. hours in career field	Specialist plus 24 grad. sem. hours or Doctorate with min. 48 grad. sem. hours in career field	Specialist plus 36 hours or Doctorate with min. 42 grad. sem. hours in career field	Specialist plus 18 grad. sem. hours or Doctorate with min. 36 grad. sem. hours in career field
3. Related Occupational Experience	2 Years	2 Years	2 Years	4 Years	2 Years	2 Years	2 Years	2 Years	2 Years	2 Years
4. Total Years Teaching Experience	None	2 Years	4 Years	4 Years	6 Years	8 Years	9 Years	15 Years	10 Years	12 Years
5. Teaching Experience at MCC	None	None	2 Years	3 Years	None	2 Years	3 Years	None	4 Years	6 Years

Note:

- For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.
- Master of Fine Arts or two Master's in the discipline = Specialist.
- For faculty in occupational areas in which traditionally there is no Master's or Doctorate Degree specific to their field, a post-graduate degree in Education would be considered a related field.

APPENDIX D
 GROUP III TEACHING FACULTY
 MINIMUM CRITERIA BY LEVEL FOR INITIAL APPOINTMENT
 AND SUBSEQUENT PROMOTION FOR

GROUP III TEACHING FACULTY:

Air Conditioning, Heating & Refrigeration
 Automotive Technologies
 Chef Apprenticeship
 Construction Technology
 Graphic Arts (including Printing)

Industrial and Commercial Trades
 Microcomputer Technologies
 Precision Machine Technology
 Utility Line Technician
 Welding

CRITERIA	LEVEL I	LEVEL II				LEVEL III				LEVEL IV			
		A	B	C	D	A	B	C	D	A	B	C	D
1. Job Performance	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations	Good Recommendations
2. College Training	None	Associate Degree	Bachelor's	4-Yr. Apprenticeship in approved program plus Journey-worker status	Associate Degree in career field	Bachelor's with major in career or related field	Associate plus 30 sem. hours in planned bachelor's program	Associate with major in career field plus 15 sem. hours in planned bachelor's program	Journey-worker status plus Associate Degree in career field OR Master of Trade	Master's in career or related field	Bachelor's plus 15 grad. sem. hours with major in career or related field	Bachelor's with major in career or related field	Journeyworker status plus Bachelor's OR Master of Trade plus Associate Degree in career field
3. Related Occupational Experience	8 Years or Journey-worker status	6 Years	6 Years	None	2 Years	6 Years	8 Years	8 Years	None	6 Years	8 Years	8 Years	None
4. Total Years Teaching Experience including at MCC	None	2 Years	2 Years	2 Years	2 Years	6 Years	7 Years	9 Years	4 Years	12 Years	10 Years	12 Years	6 Years
5. Teaching Experience at MCC	None	None	2 Years	None	None	None	1 Year	2 Years	2 Years	None	4 Years	6 Years	4 Years

Note:

- For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.
- See following pages regarding definitions and equivalencies relating to Automotive Technologies.
- For faculty in occupational areas in which traditionally there is no Master's or Doctorate Degree specific to their field, a post-graduate degree in Education would be considered a related field.

APPENDIX D
TO AGREEMENT

For purposes of the Charts contained in this Appendix:

(A) Apprenticeship shall mean:

(i) For Carpentry, Electrical, Pipe Fitting, Plumbing, and Sheet Metal, four (4) years of the combination of full-time employment as an apprentice and 600 clock hours of instruction in an approved program/150 clock hours per year, and certification of completion of Apprenticeship program.

(ii) For Automobile Mechanics, four (4) years of full-time documented work experience and completion of four (4) Automotive Service Excellence (“ASE”) areas of demonstrated competence.

(iii) For Auto Body, four (4) years of full-time documented work experience and completion of one (1) ASE area of demonstrated competence.

(B) Journeyworker shall mean:

(i) For Carpentry, Electrical, Pipe Fitting, Plumbing, and Sheet Metal, certification of completion of approved Apprenticeship program; two (2) years full-time work experience beyond the Apprenticeship program; and certification of Journeyworker status.

(ii) For Automobile Mechanics, two (2) years of full-time documented work experience beyond Apprenticeship and completion of ASE Master of Automobile Technician with full certification in all Automotive Mechanics areas of demonstrated competence. This paragraph is subject to change as the areas of competence may be added to or changed by ASE.

(iii) For Auto Body, two (2) years of full-time documented work experience beyond Apprenticeship and full certification in all Auto Body/ASE areas of demonstrated competence. This paragraph is subject to change as the areas of competence may be added to or changed by ASE.

(C) For Carpentry, Electrical, Pipe Fitting, Plumbing, and Sheet Metal Certified Master of Trade shall mean: Two (2) years full-time work experience beyond the Journeyworker level and certification of Journeyworker, and certification of Master of Trade.

(D) Work Experience shall refer to full-time work experience (considered to be a minimum of 2,000 hours per year).

(E) Teaching Experience shall refer to full-time teaching experience.

**APPENDIX E
TO AGREEMENT**

GRIEVANCE FORM

INITIATION OF LEVEL ONE:

I [print name] _____ am initiating the grievance process. My grievance is based on the following issue: (include date of occurrences(s) and state exactly which provision(s) of the Agreement, Board Policy or Procedures Memorandum has been violated.)

- _____ I request initiation of informal discussion
_____ I request initiation of a formal process (Filled out below)

(Employee Name) (Date)

I _____ received this form on _____
(print) (Date)

(Supervisor Signature) (Date)

OUTCOME OF INFORMAL

[] Final Informal Discussion Occurred on _____ ; or
(Date)

[] Supervisor & Employee Agreed to Initiate Formal Process (Skipped informal); or

[] Supervisor & Employee Agree on Resolution on _____
(Date)

EMPLOYEE DATE

SUPERVISOR DATE

INITIATION OF FORMAL (LEVEL TWO – WRITTEN APPEAL)

Employee

Date submitted

Supervisor

Date received

- Resolved
 Not Resolved

INITIATION OF LEVEL TWO

Employee

Date submitted

Director of Labor Relations / General Counsel

Date received

- Resolved
 Not Resolved

ARBITRATION REQUESTED – LEVEL THREE

- Yes
 No

Employee

Date submitted

College President

Date received

ARBITRATION RESULT RECEIVED

Director of Labor Relations / General Counsel

Date received

Association Representative

Date received

EDUCATION FUND PROCEDURAL GUIDELINES

- DATE: May 15, 2009
- SCOPE: These guidelines apply to all full-time Academic Advisors, Counselors and Faculty (ACF) at Metropolitan Community College
- PURPOSE: To establish procedures for submitting, evaluating, and processing requests for funds to assist in paying expenses related to the furtherance of ACF members' learning and education if the furtherance of these bears a significant relationship to increasing the skills and/or knowledge of the ACF employee in a manner that is beneficial to the College.

1. General Policy Statement

Metropolitan Community College Area (hereinafter "College") and the Metropolitan Community College Education Association (hereinafter "Association") believe in life-long learning. It is their mutual goal to develop a better educated and more highly skilled workforce in order to better serve student and consumer needs. One avenue of support for employees is provided through an education fund for employees who satisfactorily complete courses that benefit the College in accordance with these guidelines.

2. Employee Eligibility Criteria

In order to apply for education funds under these guidelines, an employee must have satisfactorily completed two years of continuous service as a full-time regular Academic Advisor, Counselor, or Faculty member by July 1 of the fiscal year in which the education assistance is granted. When determining if a faculty member has met the service requirement, he/she must have completed at least 3 full quarters totaling 49.5 ECH of a teaching load during the first year of his/her teaching contract. This applies to both 9- and 12-month contracts.

Employees on disciplinary probation are not eligible to apply for education funds.

Individuals who have been awarded sabbaticals may not receive education assistance during the fiscal year in which the sabbatical is taken.

3. Funding

The sum of \$15,000 will be allocated annually to the education fund. These funds will not be attributed to "total package" when bargaining negotiated agreements. "Total package" means the total increase in salaries and benefits negotiated between the Association and the College.

In the event that the entire \$15,000 education fund is not used in any given fiscal year, the amount remaining does not carry forward to subsequent years.

4. Tax Considerations

Metropolitan Community College will comply with Federal and State law concerning tax treatment of employer reimbursement under education assistance programs.

5. Application Procedure

- A. An employee must complete an application for education assistance and submit it to the Human Resources Office, along with copies of the course description for each course for which the applicant requests education funds. Application forms are available only during announced application periods. The url for the *Education Fund Application* will be provided in an email to the Academic Advisors, Counselors, and Faculty prior to the start of the application period.
- B. Courses that begin prior to the start of a fiscal year for which education assistance requests are being submitted but end after the beginning of the applicable fiscal year may be considered for education assistance. For example, a course that starts in late May or early June but ends after July 1 would qualify for consideration, assuming the course is taken during the fiscal year in which funds are being allocated. Note: Expenses related to licensure or certification renewal are not eligible for reimbursement.
- C. Applications for education assistance must be received on or before July 1 of each year. If the entire education fund is not allocated by November 1, a second application period will be opened. During the second application period, applications for education assistance must be received on or before December 1.
- D. Once received and logged, Human Resources will forward the application to the education review committee. All applications shall be reviewed by the education review committee within 30 days of receipt of applications (i.e. July 30 and December 30). The education review committee will consist of two College representatives and two Association representatives. Applications may only be approved by a majority of the committee.
- E. The education review committee will decide the dollar amount to be awarded. Education that enhances a person's current job performance will receive greater consideration than coursework that is for personal enrichment.
- F. Course Substitutions Requested After the Application Is Approved - Once funding has been approved, education fund applicants must seek and receive approval to substitute a class in advance of registration. Failure to do so may result in revocation of the previously granted funds. Requests for course substitutions should be sent to the Associate Vice President of Human Resources, Maureen Moeglin at mmoeglin@mccneb.edu.
- G. Any employee granted education assistance will be required to sign an agreement stating that he/she will continue employment at the College for the specified period of time after receipt of the education

assistance. If the employee fails to continue employment for the specified time, he/she will make restitution to the College for the education assistance received as follows:

- 0 years if the amount received is less than \$500 in an academic year;
- 1 year if the amount received is between \$500-\$1,500 in an academic year;
- 2 years if the amount received is between \$1,501-\$2,500 in an academic year;
- 3 years if the amount is greater than \$2,500 received in an academic year.

H. Restitution will not be required in the case of employees who are approved for disability benefits, non-renewed, reduced-in-force, or dismissed, or in the case of the death of the employee within the first three academic years after the award of education assistance.

I. Application does not guarantee reimbursement.

6. Reimbursement Procedure

- A. Within forty-five (45) days after the approved course has ended, the employee must submit to Human Resources a copy of the grade report or transcript of grades and the original receipt or canceled check for reimbursable expenses allowable under these guidelines. The Human Resources Office will review the submitted documents and, if consistent with these guidelines, authorize payment and forward the appropriate financial documentation (without grade records) to the Business Office for processing.
- B. Reimbursements will be processed through Payroll. Normal deadlines and pay cycles for processing will apply.
- C. If the employee does not successfully complete the course according to the criteria outlined in these guidelines, no reimbursement will be provided.
- D. Class attendance and completion of study assignments are to be accomplished outside of the employee's regular working hours.
- E. In order to receive reimbursement, the employee must satisfactorily pass the course. "Passing" means a grade of "C" (not a "C-") or better at the undergraduate level and a grade of "B" (not a "B-") or better at the graduate level. For pass/fail courses, only "pass" grades will be eligible for reimbursement.
- F. An employee who ceases to be employed by the College for any reason during the period of the course or prior to submitting complete reimbursement documentation will not receive or be eligible for reimbursement.