

EDUCATION SUPPORT PROFESSIONALS AGREEMENT

**July 01, 2009
Through
June 30, 2010**

METROPOLITAN COMMUNITY COLLEGE

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PREAMBLE

This Agreement has been entered into between The Metropolitan Community College Area (hereafter referred to as the "Employer" or the "College") and the Metropolitan Community College Education Association, a.k.a. MCCEA-ESP/NSEA/NEA (hereafter referred to as the "Association"). This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of wages, hours, and other terms and conditions of employment.

ARTICLE I RECOGNITION

In accordance with the Resolutions adopted by the Employer's Board of Governors and certification by the Commission of Industrial Relations, the Employer recognizes the Association as the exclusive collective bargaining representative for the education support professional (a.k.a. "ESP") unit of employees of the Employer, which bargaining unit of employees is defined as follows:

Full-time regular employees identified as Job Group A – nonexempt, Job Group B – nonexempt, Job Group C – nonexempt, and Job Group D – nonexempt under the College's pay plan as it existed on January 1, 2004, but excluding regular part-time, irregular part-time, supervisor, managerial, confidential and security officer (guard) employees and all employees represented by a bargaining unit prior to January 1, 2004.

At present, the unit includes employees in the following classifications:

Job Group A

Call Center Operator
Central Registration Clerk
Dishwasher/Custodian
Financial Aid Clerk
Records Clerk
Veteran Services/Financial Aid Clerk

Job Group B

Accounts Payable Technician
Accounts Receivable Technician
Adult Education Office Assistant
Campus Services Assistant
Campus/Center Services Assistant
Catering Assistant
Central Registration Services Clerk

Central Stores Technician
Enrollment Associate
Enrollment Specialist
Facilities Management Technician
Faculty Secretary
Human Resources Services Specialist
International/Intercultural Education Secretary
Inventory Specialist
Library Assistant
Public Safety Assistant
Purchasing Technician
Records Assistant
Records Associate
Secretary to Director of Technology Enhanced Learning
Student Affairs Associate
Student Services Assistant
Trio Program Secretary

Job Group C

Accounts Payable Specialist
Administrative Assistant /Account Specialist
Adult Education Specialist
Brick Hearth Lead
Cash Receipts Technician
Catalog/Serials Specialist
Disability Support Services Assistant
Enrollment/Records Specialist
Facilities Management Assistant
Financial Aid Specialist
Financial Aid/Veteran Services Administrative Assistant
Industrial Trades Assistant
Library Acquisitions Specialist
Library Services/Records Management Specialist
Library Technical Services Specialist
MIS Generalist
Operations Coordinator
Payroll Technician
Purchasing Specialist
Records Facilitator
Records Projects Assistant
Sarpy Center Services Specialist
Science Lab Assistant
Service Coordinator, Institute for the Culinary Arts
Student Services Advisor
Technology Delivery Specialist

Testing Technician
TV Production Assistant
Veteran Services Specialist

Job Group D

Academic Affairs Associate
Accounting Associate
Administrative Assistant, Special Projects
Adult Education Program Specialist
Assistant to Associate VP of Development
Assistant to VP of Technology and Administrative Services
Auto Collision Lab Technician
Automotive Lab Technician
Classroom & Event Technology Specialist
Construction Technology Lab Technician
Electronics Technician
Event Services Specialist
Financial Aid Associate
Lab Tech - Industrial & Commercial Trades/Electrical Technology
Marketing Assistant
Math Center Educational Specialist
MIS Library Specialist
Online Course Support Technician
Payroll Specialist
Photography Lab Technician
Storeroom Coordinator, ICA
Technical Trades Assistant
Welding Lab Technician

The unit specifically excludes employees in the following classifications:

Assistant to the College Business Officer
Assistant to the Vice President of Campuses and Student Affairs
Central Registration Supervisor
Custodial Supervisor
Human Resources Assistant
Human Resources Secretary
Human Resources Specialist

* - Positions so marked are funded on grant/soft money.

The Employer will inform the Association within 10 working days when a non-exempt, non-supervisory position within the Association area is approved. If either party requests a meeting, both parties will meet to consider whether a new position should or should not be a part of the

bargaining unit. To the extent other bargaining units may also be interested in adding a newly created non-exempt, non-supervisory position to their bargaining unit, the Association agrees to meet with all interested bargaining unit representatives and the Employer for the purpose of determining of which, if any, bargaining unit the newly created position will be a part.

The Employer will inform the Association within 10 working days of its decision to alter existing position titles or changes in classification to a new Job Group (e.g. moving from an "A" job group to a "B" job group or a "D" job group to a "C" job group). If the College changes a position title or classification of a position currently covered by this Agreement with no substantial change in duties, the new classification shall remain a part of this Agreement.

ARTICLE II NON-DISCRIMINATION

Neither the Employer nor the Association will interfere with, restrain or coerce any employee covered by this Agreement because of membership or non-membership in the Association, or because of activity or refusal to engage in activity on behalf of the Association. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or activity on behalf of the Association, nor will it discourage or attempt to discourage membership in the Association.

Neither the Employer nor the Association shall unlawfully discriminate on the basis of race, color, national or ethnic origin, religion, sex, sexual orientation, marital status, age, pregnancy, parental status, citizenship, status as a Vietnam-era, special disabled or other type of veteran, disability or status in any group protected by applicable federal, state or local law against any applicant or employee

ARTICLE III ASSOCIATION RIGHTS

The Association may designate up to three (3) employees within the bargaining unit to serve as an Association Steward. Duties and responsibilities related to being a Steward are the responsibility of the Association.

The Association shall furnish the Employer's Associate Vice President of Human Resources, or his/her designee, and the Employer's Director of Labor Relations / General Counsel, or his/her designee, a list of Stewards and/or Association representatives and alternates, and shall, as soon as possible, notify said officials in writing of any changes thereto.

There shall be no deduction from the pay of a Steward when directly involved in meetings with management relating to the administration of this Agreement during the Steward's regular working hours. A Steward shall not be entitled to pay when working on such matters outside his/her regular working hours or when working on such matters in any respect other than meeting with management.

Designated Association representatives shall be permitted to visit employees on job sites and at department buildings during working hours (but not during the employee's working time) for the purpose of the administration of this contract, so long as the Association representative does not interfere with the timely and proper completion of the employee's job duties.

The Steward or Association representative will be allowed to accompany an employee to meet with the Employer during regular working hours for the purpose of grievance review and contractual dispute resolution involving employees under the following conditions:

Notice must be given to the immediate supervisor and the College's Director of Labor Relations / General Counsel at least twenty four (24) hours in advance when possible (but in no event less than three (3) hours), that a Steward or Association representative will be accompanying an employee to meet with the Employer during regular working hours for the purpose of grievance review and contractual dispute resolution involving employees, under the following conditions:

1. That the Association Representative or Steward has officially been designated as such by the Association.
2. Only the designated Steward shall be excused for participation in grievance and/or dispute resolution meetings.

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 President subject to the following conditions:

1. 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 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.
2. The Association will not post or distribute information which is derogatory or defamatory of the College Area, its curriculum, any member of its student body or any of its personnel.
3. No College bulletin board space, electronic communication or other facility may be used at any time to communicate any endorsement of, support of, or opposition to any ballot issue or candidate for public elective office.

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

The Association may use College facilities for meetings of College employees upon approval by the College's Director of Labor Relations / General Counsel or his/her designee. The Association shall have the right to request two meetings (one hour each) on each main campus

during work time (not to exceed a total of 6 hrs.) for the purposes of explaining the new contract to its members. If said request is granted, all bargaining unit employees shall be free to attend up to one hour of such meetings without loss of pay or time. The Association may designate one representative to attend all of said meetings, up to a total maximum of six hours.

ARTICLE IV 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 Employer, 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 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; and to decide qualifications of employees consistent with applicable Federal and State laws. Managers and all other College employees will be allowed to perform bargaining unit work without any limitations, as management determines is in the best interests of the College. In addition, management may assign work not previously done by this bargaining unit to members of this bargaining unit without limitation.

ARTICLE V CERTIFICATION

The College shall pay the fees for any job-related required certification or renewal of certification.

ARTICLE VI GRIEVANCE PROCEDURE

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.

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 Procedure.

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.

A. STEPS IN THE GRIEVANCE PROCEDURE

1. 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.
 - A. 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.
 - B. FORMAL GRIEVANCE: If the grievance is not satisfactorily resolved within ten 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.
2. 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.

Upon receipt of a grievance, management shall assign consideration of the grievance to: (A) the College President; or (B) the College Director of Labor Relations / General Counsel; or (C) a Grievance Committee made up of three to five administrators. If the College assigns the decision to a Grievance Committee, no administrator shall serve that is in the grievant's direct supervisory chain of command. The limitations on administrators serving on the Grievance Committee shall not apply to the College President, Executive Vice President, or Director of Labor Relations / General Counsel. The College shall assign the consideration 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 consideration of the grievance has been assigned.

3. 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.

The Association and the College agree to the following arbitrators:

Kelley Baker – Harding & Shultz, 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 & Shultz, 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 - Harding & Shultz, Lincoln NE

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.

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.

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.

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.

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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. The arbitrator shall have no power to rule on the assignment of work by the College to employees or to bargaining units of employees.
- v. The arbitrator shall have no power to make any agreement for the parties.
- vi. 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.

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.

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.

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.

MISCELLANEOUS

1. Representation. At LEVEL TWO or LEVEL THREE 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. Any such representation shall be at grievant's own expense.
2. Time Limitations. The following rules shall govern as to time limitations:
 - a. 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 Area must be approved by the Director of Labor Relations / General Counsel, or his designee, for LEVELS ONE through THREE.
 - b. 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.
 - c. Effect of Failure to Respond within Time Limit. Failure at any LEVEL of the grievance procedure to initiate communication of a decision to the grievant within the specified time limit shall permit the lodging of an appeal to the next LEVEL of the procedure within the time which would have been allotted had the decision been communicated on the final day specified therefore.
 - d. Documents, Statements or Items Missing from Grievance or Appeal. At LEVEL TWO, 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 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 or 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.
3. Avoiding Interruptions. This procedure shall not be construed to permit interruptions of College activities or to authorize the involvement of students at any LEVEL of the

procedure. In circumstances where the only witness(es) available to prove or disprove the existence of a fact is a student(s), then in such a case the student(s) may be a witness.

4. 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.
5. 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.
6. 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).
7. 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 the day following the last day of his/her hospitalization.
8. Administrative Designees. During such times as any administrator (including an immediate supervisor) is unable or unwilling to perform his or her duties under this grievance procedure, the administrator may designate someone of equivalent or higher managerial level in his/her place and stand to do all things required to be performed by him/her under this grievance procedure.
9. Costs. The grievant 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 shall have no liability in respect thereto.
10. Grievance Form. At every LEVEL, the grievant and management's representative shall complete the Grievance Form, attached hereto, marked Appendix A. 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.
11. Grievance Recitations: At all grievance LEVELS, a grievant shall include and recite:
 - a. A clear and concise statement of the grievance, including the circumstances and persons involved, and the date of the occurrence(s) giving rise to the grievance;
 - b. The date of previous LEVELS in the grievance procedure;

- c. A summary of the decision(s) rendered at previous LEVELS in the grievance procedure;
 - d. A reference to the specific provision(s) of this Agreement, the Board Policy or Procedure Memorandum allegedly violated or involved; and
 - e. The specific remedy sought by the grievant.
12. 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 or she believes may be helpful in understanding or resolving the grievance.

ARTICLE VII DUES – CHECK OFF

Section 1. The Employer shall deduct Association dues from the pay of each employee covered by this Agreement; provided that, at the time of such deduction, there is in the possession of the Employer a current and unrevoked written assignment, executed by the employee, in the form and according to the terms of any form approved by the College. Such authorization may be revoked, in the manner set forth in Section 3 of this Article, by the employee at any time by giving written notice thereof to the Employer. The Employer shall deduct such dues from the pay of employees who have executed such assignments and remit such withholdings to the Association on a semi-monthly basis. Such withholdings shall be remitted to the duly designated Association official by the Employer within ten (10) calendar days following the issuance of pay warrants for the pay period respecting which the Employer, at its option, elects to deduct such withholdings in accordance with the foregoing. The Association shall advise the Employer in writing of the name and address of the designated Association official to whom the Employer should remit amounts so withheld.

Section 2. Previously executed and unrevoked written check off authorizations shall continue to be effective respecting employees reinstated or returning to work following layoffs, leaves of absence, or suspension not exceeding six (6) months. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective. If an employee is on any form of paid leave of absence, the Employer shall continue to withhold Association dues during such absence unless the assignment respecting the same has been or is revoked in the manner provided in Section 3 of this Article.

Section 3. Written revocations of check off authorizations shall not be effective unless received by the Employer's Payroll Department at least two (2) weeks prior to the first pay date upon which such revocation is to take effect. 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.

Section 4. At the time of execution of this Agreement, the Association shall advise the Employer in writing of the exact amount of regular monthly Association dues. If, subsequently, the Association requests the Employer to deduct additional monthly Association dues, such request shall be effective only upon written assurance by the Association to the employer that the

amounts requested are regular monthly Association dues duly approved in accordance with the Association's constitution and by-laws.

Section 5. The Employer agrees to provide this service without charge to the Association.

Section 6. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If for any reason the Employer fails to make a deduction for any employee as above provided, it shall make such deduction from the employee's next pay period in which Association dues are normally deducted, but only if written notification by the Association has been given to the Employer in time to permit such deduction. If the Employer makes an overpayment to the Association, the Association will refund said amount to the employee. If the Employer inadvertently makes a dues deduction from the pay of an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section 3 of this Article, the Association agrees to refund said deduction to the affected employee or the Employer, on demand. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, judgments, losses and liabilities arising as a result of any action taken or not taken by the Employer under the provisions of this article.

ARTICLE VIII COLLEGE POLICIES AND PROCEDURES

The College's policies and procedures not in conflict with this Agreement, now in force or hereafter adopted, shall be observed by all employees. The Association and the Employees are responsible for remaining aware of all changes to College policies and procedures. The College will post all policies and procedures at the web address below or a successor site. The College will notify the Association of amendments to procedures memoranda within ten (10) days of the posting of said amended memorandum.

<http://www.mccneb.edu/bogpolicies/>.

<http://www.mccneb.edu/procedures/default.htm>.

ARTICLE IX ANNUAL LEAVE FOR REGULAR FULL-TIME EMPLOYEES

Regular full-time employees will accrue annual leave at the rates given in the tables below. An Absence and Leave Form must be completed by the employee and signed by the supervisor.

<u>Months of Service</u>	<u>Hours</u>	<u>Days</u>
	<u>Per Month</u>	<u>Per Year</u>
0-36 Months	8	12
37-60 Months	10	15
61-120 Months	12	18
121 or more	14	21

Employees who resign or retire will be paid for their accrued, unused annual leave. The College may change the method of calculating Maximum Accumulation so that employees will no longer accumulate more than 280 hours (35 days) at any time during the year if: (1) the College makes such a change for administrative non-bargaining unit employees; and (2) the College provides a mechanism for employees to get below 250 hours of accumulation prior to implementation, including but not limited to, forcing employees to use annual leave. If the change in accumulation described in this paragraph is implemented, and if any employee remains above 250 hours, those hours above 250 hours will be subject to a one-time buy back by the College at the employee's then effective hourly rate.

ARTICLE X UNIFORMS

If required to wear uniforms, the College shall provide uniforms annually for employees. Each employee is responsible for laundry/pressing and making minor repairs, such as tears and sewing buttons, etc. If a uniform becomes damaged beyond repair during the course of College work, it will be replaced at no cost to the employee when the damaged item is returned to the College. Normal wear and tear will not be considered for replacement except through the annual cycle.

ARTICLE XI JURY PAY/ELECTION DUTY PAY

The College shall give full pay to an employee called for jury or election duty, providing the employee turns over his/her jury or election pay to the Employer. The College shall not require the employee to turn over more than the pay associated with the number of hours the employee would have been scheduled to work on that day (e.g. if the employee was scheduled to work eight hours in a day at the College and instead worked ten hours at election duty, the employee would be required to turn over 80% of his/her election pay to the College -- but if the employee only worked six hours of election duty, the employee would be required to make up the time within the same work week or take two hours of annual leave). The employer may require substantiation of the employee's election or jury duty hours, prior to paying jury or election duty pay. On days the employee is not actually serving on the jury, he/she is expected to report to his/her regular work shift and return to the job if the College work day is not completed.

ARTICLE XII OVERTIME

Employees shall be paid 1½ times their regular rate of pay for all hours worked in excess of forty (40) hours in any week. Overtime shall be paid by the following pay period after the hours were worked. The following will be considered as hours worked: Annual Leave, Holidays, Jury Duty/Election Duty, and Bereavement Leave.

All overtime must be authorized and approved in advance by the employee's supervisor.

**ARTICLE XIII
INCLEMENT WEATHER CLOSING**

If the President or his/her designee declares the "College closed," non-essential bargaining unit employees will not be required to report to or remain at work. Said employees shall not be docked pay. Unit employees who are required to report to or remain at work during inclement weather closing shall be paid double-time for all hours worked. To the extent classes are cancelled, but the College remains open, any bargaining unit employees who are unable to attend work shall be allowed to: (a) make up the missed hours within the same work week, to the extent practical and to the extent allowing the employee to make up the hours is in the best interests of the College; or (b) use annual leave and/or compensatory time and/or unpaid leave.

**ARTICLE XIV
COMPENSATORY TIME**

Employees will be allowed to accrue compensatory time in lieu of overtime in accordance with the College's Procedure Memorandums.

**ARTICLE XV
NO PYRAMIDING OF OVERTIME OR PREMIUM PAY**

For each hour or part thereof for which an employee is entitled to compensation pursuant to a provision of this Agreement, the employee shall be paid in accordance with the pay formula set forth in this Agreement that would entitle the employee to the greatest amount of monetary compensation, but the employee shall not be entitled to any additional compensation pursuant to any other formula set forth in this Agreement. Premium pay paid to an employee pursuant to the preceding sentence shall not be included in the employee's regular rate of pay. Any hours for which an overtime or other premium payment has been paid shall be excluded from consideration in determining whether any premium payment shall be made for any other hour or part thereof.

**ARTICLE XVI
CONTRACTING OUT**

The College reserves the unlimited and absolute right to procure and use contract labor and services as the needs of College business and operations may require.

**ARTICLE XVII
SICK LEAVE
FOR REGULAR FULL-TIME EMPLOYEES**

Regular full-time employees accrue eight (8) hours of sick leave for each month worked. Sick leave accumulation is limited to a maximum of 880 hours (110 days.)

Sick leave pertains to absence due to: 1) disability caused by illness or injury of the employee, including disability caused or contributed to by pregnancy or childbirth; 2) the need to prevent

exposure of coworkers and the public to contagious disease; 3) the employee's need to obtain dental or medical care; 4) 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, step-children, whether living in the employee's home or elsewhere; and any relative living in the household of the employee; or 5) adoption of a child when that child requires the personal care and presence of the employee.

Upon the retirement of a current employee having attained a minimum age of 60 and having achieved a minimum total point score of 70 (the sum of age attained and years of full-time service with the College), the College will pay to the employee a portion of his/her accrued unused sick leave at the employee's current daily rate, according to the following chart:

Total Point Score At Time of Retirement	Percentage Of Payout
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 plus</u>	<u>LENGTH OF SERVICE</u> =	<u>PERCENTAGE OF PAYOUT</u>
60	10 years	15%
64	8 years	17%
66	20 years	25%

Upon the death of a current employee, 50% of the employee's accrued, unused sick leave will be paid to the employee's designated beneficiary.

**ARTICLE XVIII
BEREAVEMENT LEAVE**

Subject to the approval of the respective Vice President or Executive Vice President, an employee is eligible to take bereavement leave in the event of a death within the employee's immediate family. For the purpose of bereavement leave, the term "immediate family" shall include 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, son-in-law, daughter-in-law, and any other relatives living in the employee's household. In no case shall the leave exceed five (5) days or forty (40) hours for any one death or more than a total of twelve (12) days or ninety-six (96) hours in a fiscal year.

Bereavement leave for the death of a person other than "immediate family" may be granted through an application to the Bereavement Committee. Applications to the Bereavement Committee shall be in writing in a form approved by the College and the Association, and must be received within ten (10) working days of the employee returning from an 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 Association President, or the Association Chief Negotiator. Upon receipt of an application under this paragraph, the Association 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. The Bereavement Committee may request additional information from the applicant. 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. Guidelines for the granting or denial of bereavement leave shall be developed by the Association and the College and shall be provided to the Bereavement Committee.

Furthermore, bereavement leave may be granted for attendance at the funeral service for a coworker at the College where there has been a personal friendship. The granting of this bereavement leave is subject to the supervisor's determination that the absence will not create an interruption in essential work flow.

Requests for bereavement leave must be made on the appropriate College leave form. The Vice President or Executive Vice President reserves the right to request written verification of leave upon granting of leave. Bereavement leave is with pay at the employee's regular hourly rate.

ARTICLE XIX HOLIDAY SCHEDULE

Employees shall be entitled to Holidays as designated by the Board of Governors. Any bargaining unit employee required to work on a holiday shall receive compensation at double the straight time hourly rate for a minimum of two (2) hours or for the actual hours worked if more than two (2) hours on the holiday.

ARTICLE XX CALL-IN PAY

Any bargaining unit employee called in to work during his/her off duty time shall be paid a minimum of four (4) hours pay at 1 ½ times his/her regular rate of pay. If the employee works more than three (3) hours, the employee shall be paid for actual hours worked, plus one (1) hour of travel time. It is understood that employees who are called in to work pursuant to this paragraph may be required to work for any time period required by the College, not just to complete the specific job that necessitated the call-in.

Call-in does not apply when the call-in hours merge with the employee's regularly scheduled work hours, and said merged hours shall be paid at the regular rate or overtime, whichever is applicable.

ARTICLE XXI HEALTH AND SAFETY

The employer shall provide and maintain a safe and healthy workplace and, in cooperation with the Association, will provide programs, training, and systems which seek to prevent and eliminate workplace injuries and illnesses.

There shall be an Area-wide Safety Committee which shall be comprised of one representative of each facility of the College, and shall contain at least one representative employee of the Association at the Association's request.

An employee's refusal to perform work which is in violation of established health and safety rules or any applicable local, state, or federal health and safety law shall not warrant disciplinary action.

The Employer shall furnish and repair or replace at its expense, all personal protective equipment deemed by the Employer necessary for covered employees to safely perform their assigned duties.

ARTICLE XXII VACATIONS

Vacations shall be scheduled based on the needs of the College. To the extent that more than one employee requests vacation during the same time and the College is unable to accommodate all requests, the College may decide which employee(s) shall be granted vacation, based on College needs.

ARTICLE XXIII HOURS AND LOCATION OF WORK

The College shall, in its sole discretion, set the hours of work and location of work per employee as the College determines best serves the needs of the College. The College may temporarily or permanently change each employee's hours of work and/or location of work as is in the best interests of the College. Employees may request flexible work schedules pursuant to College Procedures Memorandum VI-20. Flexible work schedules will be granted at the sole discretion of the administration and will be based on the operational needs of the College.

The Director of Labor Relations/General Counsel of the College and an Association representative shall meet with any employees who request a meeting in regard to being: (a) assigned to an interim position; or (b) involuntarily transferred to another campus. The meeting shall be for the purpose of discussing any employee or Association concerns / questions and shall not obligate the College to take any action on behalf of the employee or the Association. If an employee is assigned to an interim position for more than six months, the Association shall have

the right to request bargaining for the sole purpose of adjusting the employee's wage rate during the period of the interim assignment.

ARTICLE XXIV LAYOFFS

Employer agrees to notify the Association at least three (3) working days prior to the layoff of the reasons for the layoff and the reasons why the particular employee(s) was selected for the layoff. The Association agrees to keep all notices of layoffs confidential until the affected employee(s) is notified. For the purpose of layoffs, the Employer may determine the employee to be laid off based on the employees' performance and skills. Determination of which employees have the highest performance and skills shall be in the Employer's sole discretion, and shall not be grievable. In the case where two or more employees "tie" in measuring performance and skills, among the "tied" employees, the employer shall lay off the least senior employees within the job class affected by the layoff.

The Employer will provide to all staff members laid off:

- (1) Use of the College counseling, advising and placement services for the purpose of finding employment; and
- (2) Two years of tuition free classes at the College for the purposes of retraining; and
- (3) A guaranteed interview for any job that opens within six months of his or her layoff, provided the employee informs Human Resources in writing, of his/her desire to be interviewed within two weeks after the position is first advertised to the public; and provided the employee meets the minimum qualifications set for the position by the College; and
- (4) A minimum of two weeks' notice to the affected employee of the layoff during which two weeks the Employer may require the employee to work the entire two weeks or pay the employee two weeks' wages with the termination of employment effective immediately.

The above listed four benefits shall be the entire severance package provided to laid off employees and the College shall not be required to engage in any other "effects bargaining" of the layoffs with the Association.

ARTICLE XXV LIFE INSURANCE

Throughout the term of this Agreement, each employee shall be entitled to the same life insurance coverage as all regular full-time non-bargaining unit employees at the College under the College's Designated Plan. Details of employee life insurance coverage can be found on the College's Human Resources web page at:

<http://www.mccneb.edu/hr/exemptnonexempthomepage.asp>

**ARTICLE XXVI
PERSONNEL FILES**

Bargaining unit employees shall be entitled to inspect and make copies of their official personnel file contained in the College's Human Resources office upon request.

**ARTICLE XXVII
HEALTH PROGRAM**

Each full-time employee covered by this Agreement shall be entitled to the same health and dental insurance coverage as all regular full-time non-bargaining unit employees (including administrators) at the College under the College's Designated Plan. Details of employee health and dental coverage can be found on the College's Human Resources web page at:

<http://www.mccneb.edu/hr/exemptnonexempthomepage.asp>

At the time of execution of this Agreement the College's designated health and dental plan provides four tiers of coverage: employee, employee + spouse, employee + child(ren), and employee + spouse + child(ren). The College shall pay 100% of the single employee health and dental and pay 80% of the premium for all other tiers of coverage. The employee will pay 20% of the premium for all tiers of coverage except for single employee health and dental. If the employee chooses to receive only dental insurance they will contribute the full dental premium when eligible for the \$1,000 annual cash-in-lieu-of payment.

**ARTICLE XXVIII
CASH-IN-LIEU-OF HEALTH INSURANCE**

Employees in this bargaining unit may be eligible to receive a \$1,000 annual cash-in-lieu of payment paid over a 12-month period if the employee elects not to participate in the College's health and dental insurance plans and has other health insurance for the employee and eligible dependents. If the employee chooses to receive only dental insurance they will contribute the full dental premium when eligible for the \$1,000 annual cash-in-lieu-of payment.

The College requires proof of other health coverage to receive the cash-in-lieu of payment.

**ARTICLE XXIX
WAGE RATES**

Total Package Increases:

For purposes of this Agreement, "Total Package" shall mean the total costs paid by the Employer to or on behalf employees in this bargaining unit including, but not limited to wages, retirement contributions, employment taxes, health insurance, dental insurance, life insurance, workers compensation, long term disability insurance, and cash-in-lieu of insurance.

Effective July 1, 2009, the Bargaining Unit shall receive a 4.10% Total Package Increase.

Salary increases shall be annually calculated by first adjusting the cost of all other benefits as set forth in this Agreement (including but not limited to adjusting employees up to the minimum pay rate as set forth in the wage progression table below, increases or decreases related in retirement contributions, employment taxes, health insurance, dental insurance, life insurance, workers compensation, long term disability insurance, and cash-in-lieu of insurance), and then adjusting salary in an amount necessary to achieve the total package percentages noted above.

Wage Progression Table:

Effective July 1, 2009, the minimums and maximums of each job group shall be as follows:

<u>JOB GROUP A:</u> 2009-10 Year	<u>Minimum</u> \$11.58	<u>Maximum</u> \$18.07
<u>JOB GROUP B:</u> 2009-10 Year	<u>Minimum</u> \$11.58	<u>Maximum</u> \$20.01
<u>JOB GROUP C:</u> 2009-10 Year	<u>Minimum</u> \$13.05	<u>Maximum</u> \$22.53
<u>JOB GROUP D:</u> 2009-10 Year	<u>Minimum</u> \$14.96	<u>Maximum</u> \$25.82

Effective July 1, 2009, the minimums shall increase 1% less than the calculated wage increase for 2009-10 and the maximums shall increase the same percentage as the calculated wage increase for 2009-10.

If a new employee is hired at more than the minimum rate, every employee of the same job title will have his/her pay increased the same percentage as the new employee was above minimum. For example, new employee in job title "X" is hired at 5% above the minimum, every person currently in job title "X" will receive a 5% raise effective on the new employee's start date. Job titles may not be altered for the purpose of evading this paragraph. In the event that job titles are condensed in the future, this paragraph will be reopened for negotiations. Increases paid pursuant to this paragraph will not be counted against the Association's total package for the contract year. The College shall notify the Association of any employee hired at a rate above the minimum.

When a current employee is selected, via the application and selection process, to move to a position with a higher grade (job group) in the pay schedule (as set forth in Article XXIX of the CBA), said employee's pay will increase to the minimum as set forth for his/her new job group or

he/she will receive a 5% increase in pay for each grade of promotion, whichever one results in the larger pay increase for the employee.

ARTICLE XXX
LONG-TERM DISABILITY INSURANCE

Throughout the term of this Agreement, each full-time employee covered by this Agreement shall be entitled to the same long-term disability insurance coverage and employer contributions to long-term disability insurance coverage as all regular full-time non-bargaining unit employees at the College under the College's Designated Plan.

ARTICLE XXXI
RETIREMENT PLAN

Participation in the College's Retirement Plan is mandatory for regular full-time employees immediately upon hire. Eligible employees must contribute a minimum of 2% or may elect 3%, 4%, 5%, 6%, 6 ½%, 7%, 7 ½%, or 8% of their basic annual salary to the College's designated plan(s). The College will contribute to the plan an amount equal to the employee's contribution.

ARTICLE XXXII
PAYFLEX FLEXIBLE SPENDING ACCOUNTS

All regular full-time employees in this bargaining unit can establish a tax-free "benefits bank account" with a part of their earnings to pay health care and/or dependent care expenses with "before-tax" dollars in the same manner and under the same restrictions as non-bargaining unit employees at the College. Details of employee Payflex flexible spending accounts can be found on the College's Human Resources web page at:

<http://www.mccneb.edu/hr/exemptnonexempthomepage.asp>

ARTICLE XXXIII
TUITION WAIVER AND EDUCATIONAL ASSISTANCE

Employee tuition waiver and dependent tuition waiver are provided to all employees in this bargaining unit pursuant to the College's Procedure Memorandums.

Employee educational assistance is provided to all employees in this bargaining unit pursuant to the College's Procedure Memorandums.

ARTICLE XXXIV
STRIKES, SLOWDOWNS, ETC., PROHIBITED

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

1. Interfere with, hinder, delay, limit or suspend the continuity or efficiency of the College Area in the performance of its governmental or educational services or

operations by strike, slowdown, refusal or failure to perform job functions and responsibilities, or other work stoppage or otherwise interfere with the operation of the College Area, or

2. 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 or other work stoppage or other interference with the operations of the College Area which would hinder, delay, limit or suspend the continuity of educational services or operations.

The Association shall comply with the provisions of this Article. In the event of a strike, work stoppage, slowdown or other interference with the continuity or efficiency of the College Area 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.

If the Association violates the provisions of this Article, the College Area may withdraw from the Association any and all rights, privileges or services provided to the Association by this Agreement, but such violation standing alone shall not authorize the College to withdraw recognition from the Association.

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 paragraph.

The Employer 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 XXXV CONFLICT AND SAVINGS CLAUSE

If any state, federal or local legislation, governmental regulation, or final court or agency decision causes or results in the invalidity of any Article, Section or provision of this Agreement, or prevents the lawful application of this Agreement or any provision of this Agreement to any employee or group of employees covered hereby, the remainder of this Agreement shall remain in full force and effect.

In the event of such an occurrence, the parties to this Agreement shall, within thirty (30) days after request by either party to meet, meet to discuss the matter and attempt to negotiate alternative provision(s) to address the provision or application invalidated by such governmental action. Any such negotiations shall be limited to negotiating agreement language addressing only the specific provision or application invalidated by such governmental action, and shall be limited in extent to negotiating changes which go no further than absolutely necessary to validate the provision or application invalidated by such governmental action.

**ARTICLE XXXVI
ENTIRE AGREEMENT**

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

**ARTICLE XXXVII
MANDATORY/PERMISSIVE NATURE OF ISSUES PRESERVED**

The mandatory or permissive nature of any subject, matter or issue included in or treated in this Agreement is fully preserved and the question as to whether same is a mandatory or permissive subject of bargaining shall be determined by law without regard to and totally apart from its inclusion therein. 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 Board's management prerogative or right in respect thereto.

**ARTICLE XXXVIII
CHANGES MADE DURING TERM HEREOF TO BE THROUGH NEGOTIATIONS**

The provisions of this Agreement were formulated by the parties as a result of negotiations by the Employer with the Association as the exclusive collective bargaining agent of the employees covered hereby. Any changes in the provisions hereof which are to take effect prior to the expiration date of this Agreement, shall also be through negotiations between the parties.

**ARTICLE XXXIX
EFFECTIVE DATE, DURATION,
AND RE-OPENER PROVISIONS**

This Agreement shall be effective as of July 1, 2009 and shall continue and remain in effect through June 30, 2010, and thereafter, until superseded by further action of the Employer's Board of Governors. 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.

Except as noted below, it shall be the Employer's policy not to meet and confer in regard to any amendments to this Agreement that are requested to be or are to be effective prior to June 30, 2010-, even though the requested amendment might pertain to a subject or matter not included in or covered by this Agreement or not within the knowledge or contemplation of either or both the Employer or the Association at the time they met and conferred in respect to this Agreement, and even though such subject or matter was proposed and later withdrawn.

**ARTICLE XL
ENSUING YEAR**

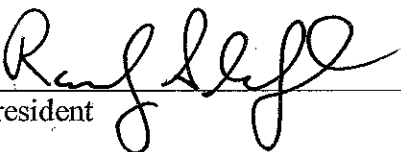
Nothing herein contained shall be construed to prohibit or discourage the representatives of the Employer and the Association from meeting and conferring prior to July 1, 2010, in respect to the ensuing contract year or subsequent years.

APPROVAL OF PARTIES

The undersigned Metropolitan Community College Area, a Community College Area organized under the laws of the State of Nebraska, and Metropolitan Community College Education Association, the exclusive bargaining agent for the College Area's employees covered by this Agreement, do by their respective representatives execute this Agreement, consisting of Articles I through XL, inclusive, and Appendix A, pursuant to authorization of the bargaining unit and by vote of said College Area's duly elected Board of Governors made in regular session on the 24th day of August, 2010.

EXECUTED at Omaha, Nebraska, this 13 day of 9, 2010.

THE 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
To Agreement**

GRIEVANCE FORM

INITIATION OF LEVEL ONE:

I _____ 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

OUTCOME OF FORMAL (WRITTEN)

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
Rev.8/25/2010

Date received