

MID-PLAINS EDUCATORS ASSOCIATION
AND
MID-PLAINS COMMUNITY COLLEGE BOARD OF GOVERNORS

NEGOTIATED AGREEMENT

FOR

2009-2010

2010-2011

Mid-Plains Education Association
And Mid-Plains Community College Board of Governors
Negotiated Agreement
For
2009- 2010 and 2010 – 2011

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2009 – 2011 NEGOTIATED AGREEMENT

The Mid-Plains Education Association (hereinafter "MPEA") and the Mid-Plains Community College Board (hereinafter "Board") hereby stipulate and agree that the following terms and conditions shall constitute the entire Negotiated Agreement between MPEA and the Board for the 2009-2010 and 2010-2011 school years. MPEA is the authorized representative of the bargaining unit for full-time faculty located primarily at the North Platte Community College South Campus, and the McCook Community College.

ARTICLE I COMPENSATION

MPEA salaries shall reflect a total package increase, including base increase, horizontal movement, and any increase in cost of benefits, of three and one half (3.5%) percent for the 2009-2010 contract year, and three and one half (3.5%) percent for the 2010-2011 contract year.

Salaries, subject to applicable withholding, shall be paid in twelve (12) monthly installments each year. Except in cases beyond the reasonable control of the Board, the first installment shall be paid on or before the 20th day of September, 2009, and additional installments shall be paid on or before the 20th day of each successive calendar month thereafter, until paid in full unless employment is terminated as set forth herein. The salary increase adjustment shall be determined as soon as it is reasonably possible following the execution of this Agreement by the parties.

ARTICLE II OTHER COMPENSATION

In addition to the foregoing, the faculty members are eligible for the following additional compensation:

- A. Overload. Overload occurs when a faculty member's fall and spring load exceeds thirty (30) credit hours. Compensation for thirty-one (31) to thirty-six (36) credit hours will be compensated at 1/36th per credit hour of the base pay of the 175 day contract year. Overload for hours over thirty six (36) will be compensated at \$636.00 per credit hour.
- B. Summer Courses. All summer courses shall be compensated at a rate of \$800.00 per credit hour. Faculty members who teach Online and Distance Learning courses shall receive additional compensation of \$300.00 per credit hour per course in addition to summer course pay.

C. Extra Curricular Activities.

1. Drama and Musical Productions - Faculty members who direct or coach one credit hour drama or musical productions which are approved in advance by the administration shall receive overload compensation of 3 credit hours.
2. Athletics - Faculty members who serve as head coach of any team or sport approved by the administration and sanctioned by NJCCA, other than golf, will receive 3 credit hours of faculty load during the term that the coach's team competes in the regular season. Golf coaches will receive 1 credit hour of faculty load. Athletic Directors, Activities Directors, and coach positions shall be compensated at a rate equal to 15% of the base compensation set forth in the hiring guidelines schedule included in this Agreement.
3. Extra Activity Compensation. Any faculty member who sponsors an administration approved organization or activity not already described herein shall be compensated at a rate of \$500.00 per academic year for such sponsorship. Payment of the compensation shall be for each organization or activity, so if two or more faculty members serve as sponsors, the compensation shall be equally divided among them.

D. Extended Contract. Any faculty member assigned to instruct, coordinate, or direct a program which requires that faculty member to provide services beyond the one hundred seventy-five (175) contract days will be granted a separate extended written contract for this specific period in excess of 175 days, and shall be compensated for such additional services as follows:

1. The faculty member's base salary shall be divided by 175 to reach a daily base salary.
2. The daily base salary shall be multiplied by the number of days professional services are to be provided under the extended contract to determine the additional compensation under the extended contract.
3. The faculty member's salary under the 175 day contract, plus the extended contract compensation amount, shall be referred to as the faculty member's "Annual Base Salary".
4. Any other compensation paid to the faculty member shall be in addition to the annual base salary.
5. The faculty member shall continue to meet all standard requirements of employment during the extended contract period.

- E. Travel Time. Any faculty member who is required by assignment of the administration to travel to any location outside the city limits of that faculty member's primary place of employment shall be compensated at a rate of \$10.00 per hour for travel. In addition, the faculty member shall be reimbursed for mileage, meals, lodging and related travel expenses as set forth in the College Employment Handbook then in force and effect.
- F. Professional Pay. Any faculty member who is approved by administration to provide professional services other than instruction in excess of the one hundred seventy five (175) days required under this Agreement, and is not under an extended contract as hereinafter set forth, will be compensated at a rate of \$25.00 per hour for such approved service.
- G. Online Classes. Faculty members who teach an Online course shall receive additional compensation of \$300.00 per credit hour, per course.
- H. Distance Learning. Faculty members who teach a Distance Learning course shall receive additional compensation of \$300.00 per credit hour, per course.
- I. Specially Arranged and Directed Study Classes and Programs. Specially Arranged and Directed Study classes and Programs include Coordinated Education Classes, Internships, Cooperative Education Programs and any instructional program not otherwise provided for in the general curriculum of the college, and specifically approved by the administration. Any faculty member who provides professional services for these classes and programs shall be compensated at a rate of \$50.00 per credit hour of instruction per student.
- J. Labs. In the event a faculty member provides professional services in a class which requires a lab section in addition to the lab associated with the class, and the additional lab is approved by the administration, the faculty member shall receive .5 credit hours of load for each additional lab clock hour required during a standard work week.
- K. Professional Memberships. The College will pay for professional membership(s) per faculty member up to a maximum cost of \$200.00 per year. In the event a professional membership is required of the faculty member by the administration, that membership will also be paid by the college.

**ARTICLE III
ADDITIONAL BENEFITS**

A. Insurance. The Board agrees to make the following insurance available:

1. Health Insurance: The Blue Cross/Blue Shield preferred \$350.00 deductible with pre-admission certification group health insurance program shall be provided. The Board shall pay the faculty member's share of the premium for employee, employee and children, employee and spouse, and employee, spouse, and children coverages for all full-time faculty members for all months in which the faculty member receives compensation described in Article I of this Agreement.

In the event of termination of the employment of any faculty member, the Board will provide information on COBRA as required by law.

2. Dental: The Board will pay the cost of single dental coverage for each full-time faculty member which pays 80% of category A, B and C charges, as well as 50% of category D charges, "in network", through the existing Blue Cross/Blue Shield group plan, with optional family coverage to be made available at the faculty member's own expense.
3. Disability and Life: The Board shall pay the cost of the current group long term disability insurance covering each full-time faculty member, and shall pay the term life insurance premium included with such insurance in the amounts of \$50,000.00 for the full-time faculty member and \$1,000.00 for each dependent. The cost of the disability premiums will be added to the base salary for the faculty member and the premiums will be withheld after tax.
4. Section 125 Plan: The current Section 125 salary reduction plan shall remain in effect. Faculty members who choose to enroll in College approved Supplemental Insurance programs may pay the premium for those programs as a payroll deduction through this Section 125 Plan.

B. Retirement: A TIAA-CREF Retirement plan was established August 1, 1973, and is maintained for the Mid-Plains Community College Area. The retirement plan is subject to the conditions outlined in the sections which follow and the individual contracts between TIAA and participants.

1. Eligibility: Faculty members are subject to the conditions stated in the TIAA/CREF contract which shall not be changed during the time this negotiated agreement is in place except as required by law.

2. Participation: Participation in the retirement plan shall be in accordance with the following provisions:
 - a. All eligible employees subject to the employment as professional employees, after attainment of age 25, are required to participate in the retirement plan immediately upon employment. Eligible employees who have not attained age 25 may participate in the retirement plan voluntarily. All eligible employees are 100% vested immediately.
 - b. Eligible employees who own regular Retirement Annuity Contracts issued by Teachers Insurance and Annuity Association (TIAA) or College Retirement Equities Fund (CREF) under the terms of institutional retirement plans will be permitted to participate in the retirement plan immediately upon employment.
 3. Contributions: Contributions to the retirement plan shall be made in accordance with the plan. Contributions, at a minimum of 4.5% will be matched by the Board up to 8.0%. Contributions in excess of 8.0% will not be matched by the Board. This contribution, based on the employee's gross monthly salary, is part of the total compensation package described in Article I.
 4. Leave of Absence: During a leave of absence, contributions to a participant's annuities, at the rates elected in Article III (B) will be continued on the basis of salary then being paid by the Board. During leaves of absence without pay, no contributions will be made by the Board. Faculty on leave without pay may continue the same or reduced premium on their own contribution. Premiums may be discontinued and then resumed at the completion of any leave of absence without pay, without payment of the intervening premiums.
 5. Amendments: The Board retains the right to change plan trustees or otherwise provide for a retirement plan if mutually agreeable to both the Association and the Board.
- C. Faculty Development: The Board agrees to pay the following in the effort to promote faculty development:
1. Reimbursement of Tuition and Fees: Subject to the following conditions, the Board will reimburse a full-time faculty member for tuition and fees actually incurred in taking a credit class in that faculty member's area of instruction or a related field, provided:

- a. The rate in which the Board will reimburse tuition and fees shall not exceed the amount per credit hour, or the fees, charged by the University of Nebraska for comparable in-state graduate level courses.
 - b. No faculty member shall be reimbursed for more than nine (9) credit hours in one academic year contract period.
 - c. Such classes must be taken while the faculty member is a full-time instructor and not while the faculty member is on sabbatical or other leave, provided that such classes may be taken during the summer term of the college and may be taken off campus at an accredited college or university.
 - d. Such classes must be approved in advance and the faculty member making the request must notify Human Resources of the request in order to determine budget availability by April 15 of the contract period.
 - e. In the event a faculty member leaves employment at the college for any reason within one (1) calendar year after receiving such reimbursement for tuition and fees, the faculty member shall repay the college 100% of the tuition and fees received by the faculty member within that year. In the event the faculty member leaves employment with the college within two (2) years of receiving such a reimbursement, the faculty member shall pay to the college 50% of such reimbursement. In the event the faculty member is required to repay any tuition and fees for reimbursement upon leaving employment, the college may elect to withhold funds from the faculty member's last paycheck to apply towards such repayment, and by this Agreement the faculty member consents to such withholding.
2. Tuition Waiver: The Board will grant a waiver of tuition at the college for up to 15 credit hours per term for the fall, spring, or summer terms for current, retired, or disabled full-time faculty members, or for the spouse or dependent children of such faculty member. The Board will also grant a waiver of tuition at the college for up to 15 credit hours per term for the spouse or dependent child of a deceased full-time faculty member if such spouse and dependent children were enrolled as students at the college at the time of the death of the full-time faculty member. Such tuition waiver shall apply to any additional classes needed by the spouse or dependent children to complete the degree for which they were enrolled at the time of death, not to exceed a total waiver of tuition of 60 credits hour per person.

- D. Activity Pass: Full-time faculty members employed on the date this Agreement goes into effect, who have been full-time faculty members of the college for at least five (5) academic years, shall receive lifetime passes for that faculty member and one guest to admit them without charge to all college sponsored activities on all campuses of the college.

ARTICLE IV TRAVEL AND EXPENSE

Faculty members will be reimbursed for authorized college travel expenses as set forth under the terms and conditions outlined in the College Employee Handbook in effect at the time such expenses are incurred and as allowed under Nebraska Law.

ARTICLE V OPEN FORUM

The agenda for the monthly Board of Governors meeting will include a segment known as open forum at which time faculty members may address the board.

ARTICLE VI GRIEVANCE POLICY

Any grievance shall be made pursuant to the following procedure:

- A. Definition of Terms:
1. The term grievance means a claim made by one or more faculty members that there has been a violation, misinterpretation, or inequitable application of the existing negotiated agreement, policies, rules, or regulations which adversely affect the welfare of the person or persons making the claim. The term grievance shall not apply to any matter which may be resolved by a method of review prescribed by law or over which the Board is without authority to act.
 2. The term "aggrieved person" means the faculty member(s) making the claim. The aggrieved person or party may be the Mid-Plains Education Association (MPEA). It is the intent of the parties that in the event of a disagreement, the faculty member(s) and administration communicate informally in an attempt to resolve any differences or concerns. In the event such informal communication does not resolve the differences, or in the event a party does not believe such informal communication is

possible, then the parties agree to a more formal grievance process as follows.

3. The term party in interest means any faculty member who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. Procedure

Level 1.

Within thirty (30) calendar days of the event which gives rise to any grievance, the aggrieved person shall submit a written grievance on the approved form provided by the College, a copy of which is attached as Appendix "A", to the division chair or administrator to whom the aggrieved person is directly responsible. The aggrieved person may have a representative assist in efforts to resolve the problem informally with the division chair or administrator.

The division chair or administrator shall provide a written response to the grievance within fifteen (15) calendar days after the grievance has been made and shall document in writing the date when the grievance was made and the date when the response was given.

Level 2.

If the aggrieved person is not satisfied with the response received at Level 1, or if no response has been rendered after fifteen (15) calendar days, the aggrieved person may submit the claimed grievance on the approved form provided by the college to the appropriate vice president supervising the aggrieved party. The written grievance must be submitted within ten (10) calendar days after the response was due at Level 1. The grievance shall set forth in detail all the relevant facts upon which it is based and shall identify the policy, provisions, or portions of the negotiated agreement which the aggrieved party believes to be violated as well as specifying the relief requested. The vice president shall provide a written response within ten (10) calendar days after receipt of the grievance.

Level 3.

If the aggrieved party is not satisfied with the disposition of the grievance at Level 2, the grievance may be appealed to the President, or Acting President if applicable, in writing on the form provided by the college, signed by the aggrieved party. The appeal documents shall be forwarded to the President within ten (10) calendar days after the receipt of the

written response at Level 2. The appeal documents shall include a copy of the written response to the grievance at Level 2.

The President shall discuss the grievance with the aggrieved party and his/her representative within twenty (20) calendar days after receipt of the written appeal. Within thirty (30) calendar days after receipt of the written appeal, the President shall provide a written response to the aggrieved party and the vice president providing the written response at Level 2.

Level 4.

If the aggrieved party is not satisfied with the disposition of the grievance at Level 3, the aggrieved party may appeal the grievance to the Board on the form signed by the aggrieved party and submitted with all documents the aggrieved party wishes to have the Board consider. The grievance form and appeal documents must be received by the Board Chair in the care of the office of the President within ten (10) calendar days after receipt of the written response at Level 3. The Board shall thereafter conduct a hearing on the grievance appeal at the next regularly scheduled monthly Board meeting, provided, however, that no such hearing shall occur sooner than twenty (20) calendar days after the Level 4 grievance appeal is received by the office of the President. In addition, the Board may hear the grievance appeal at such other time as the aggrieved party and the Board may mutually agree.

At the grievance appeal hearing, the Board will first review the documents submitted by and hear from the aggrieved party and that party's representatives. The Board will then review any documents which the administration wishes the Board to consider if such documents have been part of or otherwise relate to the grievance process, and hear from the administration. The Board may consider any additional information it determines to be relevant to the grievance appeal, and may choose to hear from any other interested party. Finally, the Board shall give the aggrieved party an opportunity to respond to any documentation or statements made by any other party, and shall thereafter give the administration the opportunity to respond to any documentation or statements made to any other party. After those additional opportunities to be heard have been concluded, the Board shall close the hearing portion of the appeal process.

The Board may thereafter go into closed session if appropriate and allowed by Nebraska Law, or may discuss the grievance in open session, or may schedule another meeting of the Board to consider the grievance. In any event, the Board shall render a written opinion signed by the Chairman of the Board and witnessed by the Secretary of the Board within

thirty (30) calendar days after the close of the grievance hearing and shall immediately provide a copy of the written opinion to the aggrieved party and to the President.

- C. Time Limits: Failure of the aggrieved party to take any action within the time limits prescribed herein shall constitute a waiver of any further rights under this provision and shall constitute a final acceptance of the prior decision. Failure of an administrator to take action within the time limits prescribed herein shall permit the aggrieved party to proceed to the next level. The parties may by mutual agreement, in writing, extend any time limits provided herein.
- D. Grievance Records: No documents which are part of any grievance process shall be retained in the aggrieved party's personnel file, but shall be retained by the Human Resources office for the sole purpose of memorializing the grievance process. Neither the Board nor the administration shall take any action against or in any way seek reprisal against any aggrieved or interested party who participated in a grievance, and such aggrieved party may review his or her file at reasonable times upon reasonable notice.
- E. Right of Representation: Any aggrieved party shall have the right to assistance from or may be represented by a representative of MPEA at all stages of the grievance process, in which case MPEA and the chosen representative shall be considered "interested parties".

ARTICLE VII HIRING GUIDELINES

New faculty will be compensated based on their placement on the Hiring Guideline Schedule set forth in Appendix "B" and the following placement criteria:

- A. Credit down on the Hiring Guideline Schedule will be given for appropriate Work Experience and/or Teaching Experience.
 - 1. Post Secondary Level and Secondary Level Full Time Teaching Experience will be granted on a one (1) for one (1) ratio up to a maximum of five (5) years. Less than Full Time Experience will be granted one-half ($\frac{1}{2}$) year for each year of experience.
 - 2. The Administration may, at its discretion, grant an equivalent of up to five (5) years of teaching experience for previous related full-time work experience. The work experience will be prorated at two (2) years of full-time related work experience being equivalent to one (1) year of teaching.

3. Work experience will not substitute for appropriate degree requirements and the candidate must meet the minimum requirements for the job description.
 4. Upon commencement of employment, a faculty member shall receive written confirmation of placement on the hiring guidelines.
- B. Education across on the Hiring Guideline Schedule will be given for appropriate post-secondary education.
1. Placement will be applied for every nine (9) credit hours beyond the MS or BS with Specialty.
 - a. Allowable credit courses include courses in the major or related field of study in the faculty member's teaching field at the graduate level.
 - b. Allowable credit courses include courses leading to an advanced degree program.

The faculty member is responsible for submitting to the Human Resource Director a copy of applicable transcript(s) from the accredited college/university verifying acceptable completion or performance for credit to be awarded horizontal placement on the Hiring Guideline Schedule.

For the term of this Agreement, each step of the hiring guidelines will be readjusted one (1%) percent annually.

ARTICLE VIII LEAVE POLICIES

- A. Sick Leave: Faculty members hired prior to the 2001/2002 school year will be granted sixty (60) contract days sick leave each year. The faculty members who have accumulated sick leave days grandfathered from service with Mid-Plains Community College have the option to use these days before applying for disability.

Faculty members hired after the start of the 2001/2002 school year will be granted twelve (12) contract days sick leave each year. Unused sick leave days can be accumulated from year to year to a maximum of sixty (60).

If a faculty member does not have enough sick leave days to provide income until they are eligible for long-term disability; upon request to Human Resources, that office will administer a sick leave bank whereby other faculty members may contribute their unused personal or emergency leave.

Sick leave may not be used for any purpose other than treatment and convalescence necessitated by disability and/or illness of the faculty member, spouse, dependent child, dependent parent(s) or dependents as defined in the IRS code. However, a faculty member may use up to ten (10) days of accumulated sick leave each contract year to care for a nondependent immediate family member.

Faculty members who are ill have the option of using "sick" leave to see a physician. After four (4) consecutive days of sick leave, the faculty member may be required to submit to the administration a physician's statement of fitness to return to work.

Faculty members are eligible for up to 12 weeks of leave as authorized in the Federal Family Medical Leave Act (FMLA).

- B. Bereavement Leave: Bereavement leave will be granted for the death of spouse, child, brother, sister, father, mother, grandparent, guardian, in-laws, grandchildren, or any relative who is a permanent resident in the faculty member's home. The bereavement leave shall be cleared through the Campus Vice President's office. The number of days of leave will be determined for each request. Consideration will also be given for bereavement leave to attend the funeral of other family members or close friends.
- C. Leave of Absence: All requests for leave of absence shall be submitted in writing to the college administration no later than April 1, prior to the college year for which the leave of absence is requested. A qualified replacement, if necessary, must be secured before a leave of absence is granted. To be eligible for a leave of absence, the faculty member must have been employed at least five (5) years.

The Board shall not provide salary or contribute to the payment of any fringe benefits while the faculty member is on leave from the college. The faculty member shall not be given credit for longevity for pay purposes for the year or years the faculty member is absent from the college for leave of absence purposes.

- D. Professional Leave: Leave may be granted to faculty members to attend professional meetings. Faculty members attending professional meetings approved by the campus vice president will receive reimbursement or payment for authorized transportation, meals, room, and registration fees, or as allowed by Nebraska Law.

- E. Personal Leave: Personal leave of three (3) days per contract period will be allowed each full-time faculty member for the purpose of the transaction of personal business, without loss of pay. Notice in writing for personal leave is to be submitted to the campus vice president. If possible, the notice shall be given a minimum of two (2) days prior to the date (s) submitted. Absent prior administration approval, personal leave shall not be taken on the day preceding or the day following a scheduled holiday, during days scheduled for in-service or during final exams.
- F. Emergency Leave: Faculty members will be granted up to two (2) days of emergency leave for unavoidable absences.
- G. Sabbatical Leave:
1. Purpose: Sabbatical leave may be granted for the purpose of increasing the faculty member's professional growth. Sabbatical leave time may be used for advanced study which may or may not lead to an advanced degree for research, for writing, for educational travel, for work in the area of the faculty member's specialty, or for any combination of these.
 2. Eligibility: All full-time faculty members shall be eligible for sabbatical leave after having completed four (4) consecutive years of full-time service in the institution. A recipient of a sabbatical leave shall become eligible to apply for a subsequent sabbatical leave after again completing four (4) years of full time service in the institution. An applicant who received the sabbatical at the earliest date will have preference over the other applicant or applicants. Preference shall be given for a sabbatical leave based on order of application, departmental needs or position in educational program. Only one (1) full-time faculty member per campus per year may be granted a sabbatical leave.
 3. Payment Procedures: Sabbatical leaves may be granted for either one (1) semester at half pay or two (2) semesters at half pay when the appropriate administrator has obtained a suitable replacement for the period of the sabbatical leave. Full-time faculty shall continue to receive all fringe benefits under the same conditions as though they were not on sabbatical leave. Payments to TIAA-CREF shall be based on the faculty member sabbatical salary. Salary payment due faculty for sabbatical leave shall be made the same date of payment as full-time faculty.

4. Application Procedures: Sabbatical leave requests will be submitted to the campus administrator. The campus administrator, Personnel Subcommittee and the President will screen the candidates for each campus and make a recommendation to the Board of Governors for their approval. Applications for sabbatical leave shall be filed by January 1, prior to the intended leave of absence.

5. Miscellaneous: Sabbatical leaves are granted with the understanding that the recipient will return to the college for at least two (2) contractual years after the leave has been taken. If the faculty member fails to return for at least two (2) contractual years, he/she shall be required to reimburse the college an amount equal to the cost of the sabbatical, unless prevented by death and/or disability.

When any full-time faculty member is on sabbatical leave, he/she will incur the same pay increase as he/she would have had, had he/she not been on sabbatical.

Sabbatical leave recipients who receive remuneration from another agency, institution or organization while on sabbatical leave will still receive the total amount of sabbatical leave pay. Sabbatical leave recipients shall forfeit a portion of sabbatical leave pay if remuneration from another agency would cause recipient's total income salary to exceed the salary the recipients would have received had they not taken sabbatical leave.

The Board and the Sabbatical Leave Recipient will enter into a contract, which will stipulate the conditions of the leave and will be signed by both parties.

ARTICLE IX HORIZONTAL MOVEMENT GUIDELINES

The Horizontal Movement Guidelines Schedule for this Agreement will be as set forth in Appendix C. Movement on the Schedule shall be allowed in accordance with the following criteria:

Credit will be awarded for advancement in salary for every 9 credit hours. Horizontal Movement is based on professional development, which has been undertaken with prior approval of the following parties:

1. Division Chair
2. Vice President
3. President

Requests should be approved or denied prior to start of coursework. Faculty members who will be achieving the nine credit hour requirement for increase in salary during a summer activity must have their request in by April 15 for budgeting purposes. Those who are unable to meet this deadline will have to wait for the next contract year to receive the salary increase.

Credit may be allowed for courses in the major or related field of study in the faculty member's teaching field that lead to a BS, MS or recognized certification course approved by the administration, at the graduate level or any other graduate level course approved by the administration.

- A. Verification of Satisfactory Completion: The faculty member is responsible for submitting to the Director of Human Resources an original grade sheet from the accredited college/university verifying acceptable completion and number of credit hours for credit to be awarded for Horizontal Movement on the salary schedule.
- B. Movement Horizontally: Movement horizontally should occur automatically at the beginning of the next contract period through the direction of the Human Resource Director. The faculty member must be diligent in getting the required verification materials in prior to September 10 of the new contract year in order to be awarded movement for the new contract year. Requests by employees failing to meet all guidelines would be disallowed until the following contract year.

ARTICLE X MANAGEMENT PREROGATIVES

This Agreement represents the entire understanding of the parties with regard to the matters addressed herein and may not be modified except in writing signed by the parties. The Board, subject only to the terms and conditions of this Agreement, expressly reserves the prerogative to determine all issues relating to wages, hours, days, and conditions of employment not otherwise addressed by this Agreement, and to determine all issues relating to termination of employment, amendment of contract, or reduction in force, pursuant to Nebraska Law. The Board further reserves the prerogative to establish reasonable rules and regulations not inconsistent with this Agreement which are appropriate and necessary to allow the Board and administration to conduct the day to day business of the college.

ARTICLE XI CONTRACT PERIOD

This Agreement shall be effective as of the first day following the expiration of the preceding Negotiated Agreement for the 2008-2009 academic years, regardless of the date of execution, and shall remain in full force and affect until superseded by another agreement between the parties or as modified by order of Nebraska Commission of Industrial Relations.

The close of the contract period for all purposes under this agreement, including but not limited to termination or amendment of contract, shall be August 15, 2010 for the contract year 2009-2010, and August 15, 2011 for the contract year 2010-2011.

**ARTICLE XII
DISTRIBUTION OF MASTER CONTRACT AND
INDIVIDUAL'S DATA INFORMATION**

Each faculty member will be provided with a copy of this Negotiated Agreement. The Board shall provide each faculty member with an individual data information form containing the following:

Name
Contract Days
Degree and Hours
Additional Credit Hour Movement Placement
175 Day Individual Base Salary
Extended Contract
Extra Duty Assignments/Compensation
Total Compensation

**ARTICLE XIII
FACULTY SCHEDULE**

Regarding the work schedule of full-time faculty, faculty will be available:

- A. During scheduled classes, labs, and other contracted responsibilities within the 175 day negotiated calendar year.
- B. Five office hours a week and by appointment for student advising/mentoring. These hours must be posted on department bulletin boards and with the front office.

For a certain amount of extra duty assignments expected of faculty as part of their regular salary on such instances as: participation as assigned for special events such as Inter-High, Advisory Meetings, etc., equipment and laboratory maintenance, planning expansion of programs and buildings and keeping curriculum updated, and committee work as assigned (e.g. North Central, strategic planning, etc.)

**ARTICLE XIV
RIGHT OF ACCESS/PRIVACY**

For the purpose of communicating, the MPEA members shall have the right of access to areas in which the employees work, the right to use College telephones, bulletin boards in the Faculty lounge, faculty mailboxes, computers, electronic mail services, and institutional facilities provided that such use of access shall not interfere with nor interrupt normal College operations. This right of access shall include but is not limited to these areas. Furthermore, the MPEA members will be charged competitive rates for copies/faxes (rather than rates higher than those available in the immediate business community.)

Unless the administration actively asserts a reasonable cause request to retrieve and monitor a faculty member's email messages, all faculty member's mail shall remain private. MPEA understands that repair and maintenance would be exempt from "reasonable cause" and any questionable non-email files or folders discovered would be just cause for a thorough examination of the user's computer by the administration. This process shall be subject to the grievance procedure to protect the faculty member from unreasonable surveillance or monitoring.

**ARTICLE XV
TIME LIMIT**

Negotiations between the Board and the MPEA for the 2011-2012 school year shall begin as soon as is reasonably possible following the ratification and approval of this negotiated Agreement and in any event on or before February 1, 2011, and the parties shall make a good faith effort to conclude negotiations on or before May 15, 2011. Times are subject to change upon mutual consent of the parties.

RATIFIED April 6, 2009
Date

Mid-Plains Education Association.

By Glynn A. Wolar
President

RATIFIED 3/25/2009
Date

Mid-Plains Community College Board of
Governors

By Elizabeth Benjamin
Chair

MID-PLAINS COMMUNITY COLLEGE
GRIEVANCE STATEMENT

Name of Aggrieved Person: _____

1. Have you followed the procedure as outlined in the grievance section of this negotiated agreement?

(Circle one) YES NO

2. Have you included in this step, all required written documentation for review?

(Circle one) YES NO

3. Included in this Statement are the following documents: (Attach Exhibits if necessary.)

4. Describe in your own words your grievance. Be specific as to your identification of the "violation, misinterpretation, or inequitable application" related to your claim. (Attach additional sheets if necessary.)

5. Provide the exact date that you became aware of the concern for which you are filing a grievance: _____

6. List any witnesses and/or persons who have knowledge of your grievance and his/her relationship with this issue. (Attach additional sheets if necessary.)

7. What are you seeking – specifically – to resolve this grievance? (Attach Exhibits if necessary.)

Date

Signature of Aggrieved Person

2009-10 Hiring Guidelines

		MS/MFA/ BS w/spec.	9	18	27	36	45	54	63	PhD	PhD+9	PhD+18
0	0	40,664	41,301	42,057	42,753	43,449	44,145	44,841	45,537	46,232	46,928	47,623
2	1	41,301	42,057	42,753	43,449	44,145	44,841	45,537	46,232	46,928	47,623	48,319
4	2	42,057	42,753	43,449	44,145	44,841	45,537	46,232	46,928	47,623	48,319	49,016
6	3	42,753	43,449	44,145	44,841	45,537	46,232	46,928	47,623	48,319	49,016	49,712
8	4	43,449	44,145	44,841	45,537	46,232	46,928	47,623	48,319	49,016	49,712	50,408
10	5	44,145	44,841	45,537	46,232	46,928	47,623	48,319	49,016	49,712	50,408	51,104

Each step was increased 1% above the 08-09 Hiring Guidelines

2010-11 Hiring Guidelines

		MS/MFA/ BS w/spec.	9	18	27	36	45	54	63	PhD	PhD+9	PhD+18
0	0	41,071	41,714	42,477	43,180	43,883	44,586	45,289	45,993	46,694	47,398	48,100
2	1	41,714	42,477	43,180	43,883	44,586	45,289	45,993	46,694	47,398	48,100	48,803
4	2	42,477	43,180	43,883	44,586	45,289	45,993	46,694	47,398	48,100	48,803	49,506
6	3	43,180	43,883	44,586	45,289	45,993	46,694	47,398	48,100	48,803	49,506	50,209
8	4	43,883	44,586	45,289	45,993	46,694	47,398	48,100	48,803	49,506	50,209	50,912
10	5	44,586	45,289	45,993	46,694	47,398	48,100	48,803	49,506	50,209	50,912	51,615

Each step was increased 1% above the 09-10 Hiring Guidelines

Horizontal Movement
Guidelines Schedule
2009-2010
2010-2011

CEU/Hrs Movement MS/BS with Spec.	9	18	27	36	45	54	63	PhD	PhD+9	PhD+18
\$ increase	540	1080	1620	2160	2700	3240	3780	4320	4860	5400