

**MID-PLAINS CLASSIFIED STAFF ASSOCIATION**

**AND**

**MID-PLAINS COMMUNITY COLLEGE BOARD OF GOVERNORS**

**NEGOTIATED AGREEMENT**

**FOR**

**2011-2012**

MID-PLAINS COMMUNITY COLLEGE BOARD  
AND  
MID-PLAINS CLASSIFIED STAFF ASSOCIATION  
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The Mid-Plains Classified Staff Association (hereinafter MPCSA) and the Mid-Plains Community College Board (hereinafter Board) hereby stipulate and agree that the following terms and conditions constitute the entire Negotiated Agreement of MPCSA and the Board for the school years covered. MPCSA is the recognized bargaining unit for all full-time hourly staff of Mid-Plains Community College (hereinafter Staff). All references to a Policy shall refer to policies found in the Mid-Plains Community College Board Policy Manual.

**WAGES:** For the year 2011-2012 the wage increase shall be \$.52 per hour over the base rate for 2010-2011.

**GRIEVANCE POLICY:**

All staff shall be afforded the opportunity to use the grievance procedure set forth below in instances where they believe they have been wronged by a violation, misinterpretation, or inequitable application of existing policies, rules, regulations, or terms of any applicable negotiated agreement. Any grievance shall be made pursuant to the following procedure:

**Definition of Terms:**

The term grievance means a claim made by one or more staff that there has been a violation, misinterpretation, or inequitable application of the existing negotiated agreements, 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.

The term "aggrieved person" means the staff member making the claim. It is the intent of the parties that in the event of a disagreement, the aggrieved person(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:

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

## 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 available from the Human Resources office, to the administrator to whom the aggrieved person is directly responsible. The aggrieved person may have another Mid-Plains Community College staff member assist in efforts to resolve the problem informally with the administrator.

The 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, or other College or Board policies or procedures, 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 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 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, if any. 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.

#### 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.

#### 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.

#### Right of Representation:

Any aggrieved party shall have the right to assistance from or may be represented by a member of MPCSA, in which case the aggrieved staff member and their chosen representative shall be considered parties of interest.

#### INSURANCE:

The Board agrees to make the following insurance available:

**HEALTH AND HOSPITALIZATION:** The Board agrees to make available a Blue Cross/Blue Shield preferred \$350.00 deductible group health insurance program and to contribute the staff member's share of the premium for staff, staff children, staff and spouse, and staff, spouse, and children coverage's for the life of this agreement while the staff is full time. The Board also agrees to pay the cost of single dental coverage for each full-time staff 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. Staff may choose the same dental coverage at a fee for immediate/dependent family members. Staff members who choose not to belong to the health insurance program will not receive the amount of money contributed toward this insurance by the College in cash.

The Board retains the right to provide comparable health insurance coverage upon mutual consent of the parties. The Board agrees to research other health insurance carriers in an effort to find comparable health insurance coverage.

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

**DISABILITY INSURANCE:**

The Board agrees to maintain the current group long-term disability insurance program, however, the cost of the disability insurance will be added to the base salary and be fully taxable so that in the event a staff member receives disability benefits, those benefits will not be taxable as income.

**LIFE INSURANCE:**

The Board agrees to maintain the current term life insurance for in the amount of \$50,000.00 for staff member and \$1,000.00 for dependents. The Board retains the right to provide comparable coverage upon mutual consent of the parties.

**SUPPLEMENTAL INSURANCE:**

The Board agrees to give staff the option to purchase additional insurance, at the staff member's expense through payroll deduction, including such coverage as vision insurance, additional dependent life insurance, cancer insurance, and other specialty insurances as available by a College approved vendor.

**SICK LEAVE:**

All staff of Mid-Plains Community College employed on or before 06/30/2004 are entitled to sick leave of sixty (60) days. Sick leave may not be carried over from one year to the next. Staff of Mid-Plains Community College employed on or after 07/01/2004 are entitled to sick leave of twelve (12) days per year. Sick leave may be carried over from one year to the next up to a maximum of sixty (60) days. Sick leave may not be used for any purposes other than treatment and convalescence necessitated by disability and/or illness of staff, spouse, or other dependents, such as a child, parent, or others defined by IRS Code. However, staff may use up to ten (10) days of accumulated sick leave each contract year to care for a nondependent immediate family member, specifically meant to include non-dependent children, non-dependent step children and/or non-dependent parents of the covered staff member.

In case of sick leave absence, staff member may be required to present to the administration a physician's statement of physical condition of the person covered by this policy.

**BEREAVEMENT:**

Bereavement leave may be granted for the death of spouse, child, brother, sister, father, mother, grandparent, guardian, grandchild, in-laws, or any other relative who is a permanent resident in the staff member's home. The bereavement leave shall be determined by the staff member's immediate supervisor and must be approved before taken, if possible. Bereavement leave may also be given to attend the funeral of other family members or close friends provided all duties are appropriately completed in the interest of service.

**LEAVE OF ABSENCE:**

Any absence from work must be reported by staff directly to their immediate supervisor as soon as possible. Failure to properly notify the immediate supervisor, or an appropriate administrator on campus or the Human Resource Office, in the event the immediate supervisor is unavailable, will result in a loss of pay based upon hourly wage for the first time gone.

**PERSONAL LEAVE:**

Personal leave of five (5) days per year will be allowed for full-time non-certified staff for personal use, without loss of pay. Notice in writing is to be submitted to an appropriate administrator a minimum of two (2) days prior to the request date, if at all possible. If a portion of the day is needed, staff should request only the amount of time needed.

**VACATION:**

Staff members will be given two weeks (10 working days) paid vacation after one full year of employment, effective the next fiscal year. Staff hired during the year will have a pro-rated number of paid vacation days depending on how many months they have worked, effective the next fiscal year. The completion of five years of employment will allow staff three weeks (15 working days) paid vacation, effective the next fiscal year, with an additional day of vacation thereafter for each additional year worked up to five additional or four weeks (20 working days) total. Vacation pay or time is only accumulated by working a full twelve month period and is not pro-rated by the month. Vacation for staff may not be accumulated to more than two times the annual vacation days to which staff member may otherwise be entitled at any one time.

**RETIREMENT TIAA-CREF:**

The Board agrees to make available a TIAA-CREF retirement program to staff. The maximum contribution the Board will match is eight (8%) percent.

**COMPENSATION/RELATED BENEFITS:**

The working hours for staff will be set by the college. No changes in hours will be allowed without the approval of the supervisor. The college makes a continuous effort to maintain fair procedures covering normal working hours. However, unusual circumstances may require their service at hours other than normal working hours on occasion. Any hours worked in addition to the normal forty (40) hours work week will be paid at an overtime rate of one and one-half times the hourly wage, or staff will be granted an equal amount of time off, at the discretion of the supervisor. If, by the nature of the job staff is required to work overtime hours during a week in which there is a holiday and the campus is closed, staff shall be compensated at the normal overtime rate of one and one-half the regular hourly wage, or staff will be granted an equal amount of time off, at the discretion of the supervisor. No overtime will be allowed without prior approval of the appropriate administrator of the college campus. Staff traveling on college business outside of normal working hours will be paid regular wages or allowed time off equal to the hours worked.

**TUITION WAIVER:**

Staff, spouses, and dependent children are permitted to enroll in any classes offered by Mid-Plains Community College, tuition free, up to and including fifteen (15) credit hours per semester for spring, summer, and fall semesters.

The college will also provide the continuation of the waiver of tuition for spouse and dependent children of deceased staff members.

**TUITION REIMBURSEMENT:**

Subject to the following conditions the Board will reimburse staff for tuition and fees actually incurred by staff who take credit classes towards the staff member's first Bachelor's Degree in a field that is generally related to their area of employment. The rate at which the Board will reimburse tuition and fees shall not exceed the amount charged per credit hour by the University of Nebraska-Lincoln for in-state tuition and fees. To be eligible for reimbursement, classes must be pre-approved by the College administration and be taken at an accredited institution.



If a staff member leaves employment at MPCC within one year after the completion of a class or classes for which reimbursement has been received, the staff member shall pay back 100% of the reimbursement received from the College for that class or those classes. If a staff member leaves employment within two years after the completion of a class or classes for which reimbursement has been received, that staff member shall pay back 50% of the reimbursement received for that class or those classes. Classes shall be considered complete on the last scheduled meeting date.

#### EDUCATION BONUS:

A one-time payment will be made for earning the first Associates Degree of \$500.00.

#### CLASSIFIED STAFF FORUM:

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

#### MANAGEMENT RIGHTS:

It is agreed by the parties that those items resolved by negotiation represent the sole and exclusive understanding between the parties relative to wages, hours, days, and conditions of employment existing during the negotiated period. The parties recognize the right of management to conduct the business of the employer and to direct its working force. The employer, subject only to the express terms and conditions hereof shall have and does hereby expressly resolve by negotiations including, but not limited to, the right to terminate staff and make reductions in force pursuant to Board Policy and state statutes and in general to maintain discipline, order and efficiency. The employer reserves the right to publish reasonable rules and regulations from time to time as it may deem necessary and appropriate for the conduct of its business, provided only that the same are not inconsistent with the express terms of this Negotiated Agreement.

All items relating to staff not explicitly covered by this Negotiated Agreement shall be governed by the Board Policy Manual or Employee Handbook.

#### CONTRACT PERIOD:

This agreement shall remain in effect until replaced by another agreement between parties.

RATIFIED 5-31-11  
Date

Mid-Plains Classified Staff Association

By Pam Bucks  
President  
Mid-Plains Classified Staff Association

RATIFIED \_\_\_\_\_  
Date

Mid-Plains Community College Board of Governors

By Elizabeth Benjamin  
Chair  
Mid-Plains Community College Board of Governors

# 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