

# **CUSTODIAL AGREEMENT**

July 01, 2020  
through  
June 30, 2021

**METROPOLITAN COMMUNITY  
COLLEGE**

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## **PREAMBLE**

This Agreement is by and between The Metropolitan Community College Area and Local Union No. 571, International Union of Operating Engineers, AFL-CIO.

This Agreement has been entered into between The Metropolitan Community College Area, hereafter referred to as the Employer or the College, and Local Union No. 571, International Union of Operating Engineers, AFL-CIO, hereafter referred to as the Union. This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, 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 Resolution adopted by the Employer's Board of Governors on July 25, 2000, the Employer recognizes the Union as the exclusive collective bargaining representative for the custodial unit of employees of the Employer, which bargaining unit of employees is defined as follows:

Full-time and regular part-time custodial staff employees, including but not limited to cleaning employees, but excluding irregular part-time, supervisor, managerial, confidential and security officer (guard) employees as defined by law.

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

Custodian

The College will inform the Union when a new hourly non-supervisory position within the Union area is approved. All parties, including other bargaining units where applicable, will meet to consider whether a new position should or should not be a part of the bargaining unit.

## **ARTICLE II NON-DISCRIMINATION**

Neither the Employer nor the Union will interfere with, restrain or coerce any employee covered by this Agreement because of membership or non-membership in the Union, or because of activity or refusal to engage in activity on behalf of the Union. 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 Union, nor will it discourage or attempt to discourage membership in the Union.

Neither the Employer nor the Union shall unlawfully discriminate on the basis of race, color, national origin, religion, sex, marital status, age, pregnancy, parental status, citizenship, or disability against any applicant or employee.

### **ARTICLE III UNION RIGHTS**

The Union may designate employee(s) within the bargaining unit to serve as a Union Steward. Duties and responsibilities related to being a Steward are the responsibility of the Union.

The Union shall furnish the Employer's Director of Facilities Management, or his/her designee, and the Employer's Director of Labor Relations/General Counsel, or his/her designee, a list of Stewards and/or Union 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.

Designated Union 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 Union representative does not interfere with the timely and proper completion of the employees' job duties.

The Steward or Union representative will be allowed to accompany an employee to meet with the Employer during regular working hours for the purpose of grievance review and 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 three (3) hours in advance when possible, that a Steward or Union 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 Steward has officially been designated as such by the Union.
2. Only the designated Steward shall be excused for participation in grievance and/or dispute resolution meetings.

**Union's Use of Bulletin Board and College Mailboxes**

The Union 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 Union and be signed by the President or other authorized officer of the Union with his/her verification that it is an authorized statement, release or publication of the Union.
2. The Union 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 College Board of Governors may revoke the privileges herein provided for in the event of recurring infractions.

The Union may use College facilities for meetings of College employees upon approval by the President or his/her designee.

## **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 will be allowed to perform bargaining unit work on a limited basis for purposes of training or in cases of emergency, so long as bargaining unit employees are not laid off.

## ARTICLE V GRIEVANCE PROCEDURE

Any complaint, disagreement, or difference of opinion between the College and the Union (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 Agreement.

A grievance may be presented by any Employee covered by this Agreement or by the Union. 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 (20) calendar days following the occurrence(s) giving rise to the grievance.

### A. STEPS IN THE GRIEVANCE PROCEDURE

1. STEP ONE (Informal Discussion with Immediate Supervisor): The grievant shall first discuss the grievance orally and in person or by telephone with the grievant's immediate supervisor. This shall be a personal discussion between the grievant and the grievant's immediate supervisor. If the Union is initiating the grievance, the discussion shall be between the Union's Business Representative and the College's Director of Labor Relations/General Counsel.
2. STEP TWO (Written Grievance to College's Director of Labor Relations/General Counsel): If the matter is not satisfactorily resolved within the ten calendar days after the discussion at STEP ONE, the grievant may present the grievance in writing to the College's 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) calendar days after the decision at STEP ONE or, if there was no timely decision at STEP ONE, within ten (10) calendar days after the expiration of the time allowed for decision at STEP ONE. The written appeal to the Director of Labor Relations/General Counsel shall include and recite:
  - a. A clear and concise statement of the grievance, including the circumstances and persons involved,
  - b. The date of the discussion at STEP ONE,
  - c. A summary of the decision rendered at STEP ONE,

- d. A reference to the specific provision(s) of this Agreement, Board Policy, or Procedure Memorandum allegedly violated or involved, and
- e. The specific remedy sought by the grievant.

Except as provided in subparagraph B.2.d. of this grievance procedure, 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 grievance.

The written grievance may be signed by the Union but must also be signed by each employee seeking a remedy by the grievance.

The College's Director of Labor Relations/General Counsel 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. Except as provided in subparagraph B.2. or B.6. of this grievance procedure, the College's Director of Labor Relations/General Counsel shall, render a written decision on the grievance within twenty-one (21) calendar days after receiving the written appeal.

3. STEP THREE (Written Appeal to College President): If the grievance is not satisfactorily resolved within the time allowed for decision at STEP TWO, the grievant may appeal the decision of the College's Director of Labor Relations/General Counsel to the College President. The grievant must file the written appeal in the office of the College President within ten (10) calendar days after the written decision at STEP TWO or, if there was no timely written decision at STEP TWO, within ten (10) calendar days after the expiration of the time allowed for decision at STEP TWO. The written appeal to the College President shall include and recite:
  - a. A clear and concise statement of the grievance, including the circumstances and persons involved,
  - b. The date of the discussion at STEP ONE,
  - c. A summary of the decision rendered at STEP ONE,
  - d. A copy of the written grievance filed at STEP TWO,
  - e. A copy of the decision at STEP TWO (if there was one),
  - f. A reference to the specific provision(s) of this Agreement, Board Policy, or Procedure Memorandum allegedly violated, and
  - g. The specific remedy sought by the grievant.

Except as provided in subparagraph B.2.d. of this grievance procedure, no appeal shall be denied or disallowed because one or more of the statements, documents or items listed above are missing from the filed written appeal.

The written appeal may be signed by the Union but must also be signed by each employee seeking a remedy by the grievance.

The President 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. Except as provided in subparagraph B.2. or B.6. of this grievance procedure, the President shall render a written decision on the grievance within fourteen (14) calendar days after receiving the written grievance. The decision of the College President shall be final under this Grievance Procedure.

4. If the grievance is not resolved to the satisfaction of the grievant after the grievant has exhausted the foregoing STEPS ONE through THREE, the grievant may pursue such legal action as the grievant may deem appropriate in any court or agency having jurisdiction over the matter.

## B. MISCELLANEOUS

1. Representation. At STEPS TWO and 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. When the chosen representative is the Union, the Union shall receive copies of all decisions and notices affecting the case. When the chosen representative is an attorney-at-law, the grievant may also have a Union representative or one other non-legal representative present at any STEP at which the College's representation will number two or more. If not otherwise present and chosen by the employee to represent the employee, the Union shall nevertheless have the right to have its representative present at all meetings and conferences with the grievant at STEP THREE to represent or co-represent a grievant-employee.
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 STEPS 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 STEP is not appealed to the next STEP 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 STEP 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



STEP of the procedure within the time which would have been allotted had the decision been communicated on the final day specified therefor.

- d. Documents, Statements or Items Missing from Grievance or Appeal. At STEPS TWO and THREE, if any document, statement or item specifically required by this grievance procedure to be included in, provided with or filed with the grievance or appeal is not so included, provided or filed, the College official who is to act on the grievance or appeal may by electronic mail or oral communication 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.
3. Avoiding Interruptions. This procedure shall not be construed to permit interruptions of classroom or other College activities or to authorize the involvement of students at any STEP 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. 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.
5. 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 Area who are involved, witnesses, and the College Area's representative(s).
6. 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.
7. 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 stead to do all things required to be performed by him/her under this grievance procedure.

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

## **ARTICLE VI DUES – CHECK OFF**

**Section 1.** The Employer shall deduct Union 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 the authorization form attached hereto, marked Appendix A, and made a part hereof. 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 Union on a semi-monthly basis. Such withholdings shall be remitted to the duly designated Union 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 Union shall advise the Employer in writing of the name and address of the designated Union 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, and 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 Union 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.

**Section 4.** At the time of execution of this Agreement, the Union shall advise the Employer in writing of the exact amount of regular monthly Union dues. If, subsequently, the Union requests the Employer to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the employer that the amounts requested are regular monthly Union dues duly approved in accordance with the Union's constitution and by-laws.

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

**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 Union dues are normally deducted, but only if written notification by the Union has been given to the Employer in time to permit such deduction. If the Employer makes an overpayment to the Union, the Union 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 Union agrees to refund said deduction to the affected employee or the Employer, on demand. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, judgments, losses or liabilities arising as a result of any action taken or not taken by the Employer under the provisions of this article.

## **ARTICLE VII NEW EMPLOYEES**

The Employer will notify the Union of new employees through email.

## **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 College will notify the Union, within three weeks, or sooner if possible, of any changes and will notify the employees of changes. College policies and procedures can be found on the College website at <http://www.mccneb.edu/procedures/> and at <http://mccneb.edu/bogpolicies/>.

## **ARTICLE IX JURY PAY/ELECTION DUTY PAY**

The Employer agrees to give full pay to an employee called for jury/election duty, providing the employee turns over his/her jury/election duty pay to the Employer. On days that they are not actually serving on the jury, employees are expected to report for their regular work shift and return to the job if the College work day is not completed.

## **ARTICLE X ANNUAL LEAVE FOR REGULAR FULL-TIME EMPLOYEES**

Regular full-time employees 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 Per Month</u>	<u>Days Per Year</u>
0-36 Months	8	12
37-60 Months	10	15
61-120 Months	12	18
121 or more	14	21

Employees will be paid for their accrued, unused annual leave upon separation from employment with the College.

In the event that the College proposes to change the maximum accumulation of vacation/annual leave for administrative non-bargaining unit employees during the term of this Agreement the Parties agree to reopen negotiations for the sole purpose in adding the following language to Article X:

The College may change the method of calculating Maximum Carry Over Accumulation so that employees will no longer accumulate more than the 280 hour (35 day) maximum carry over 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 to 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 XI HOURS OF WORK FOR REGULAR FULL-TIME EMPLOYEES**

The following provisions are descriptive of the usual hours and conditions under which overtime is payable. Nothing in the Agreement shall be construed to be a guarantee or limitation of the hours to be worked per day, per week, or any other period of time.

The basic work week shall consist of forty (40) hours, five (5) consecutive eight and a half (8½) hour days with the exception being "Summer Schedule" hours. Hours worked shall be consecutive, exclusive of one unpaid thirty (30) minute lunch period and two (2) 15 minute break periods, one (1) during the first four (4) hours of work and one (1) during the last four (4) hours of work. The regularly scheduled hours of work for this bargaining unit will be as follows.

## Custodial Work Schedule

### Regular

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#### EVC

- 1) M-TH            3:30 p.m. – 12:00 a.m. & F 2:30 p.m. – 11:00 p.m.
- 2) M-F            6:30 a.m. – 3:00 p.m.
- 3) M-F            2:30 p.m. – 11:00 p.m.
- 4) M-F            11:00 p.m. - 7:30 a.m..

#### FOC

- 1) M-F            4:30 a.m. – 1:00 p.m.
- 2) M-F            11:30 a.m. – 8:00 p.m.
- 3) M-F            9:00 a.m. – 5:30 p.m.
- 4) M-F            2:30 p.m. – 11:00 p.m.
- 5) M-F            11:00 p.m. – 7:30 a.m.
- 6) TU–F           4:30 a.m. – 1:00 p.m. & Sat. 7:00 a.m. – 3:30 p.m.
- 7) TU –SA        4:30 a.m. – 1:00 p.m.
- 8) M-F            6:30 a.m. – 3:00 p.m.

#### SOC

- 1) M-F            4:30 a.m. –1:00 p.m.
- 2) M-F            10:30 a.m. – 7:00 p.m.
- 3) M-F            2:30 p.m. – 11:00 p.m.
- 4) M-F            11:00 p.m. - 7:30 a.m.
- 5) TU –SA        4:30 a.m. –1:00 p.m.

#### SRP

- 1) M-F            4:30 a.m. – 1:00 p.m.
- 2) M-F            5:00 a.m. to 1:30 p.m.
- 3) M-F            2:00 p.m. – 10:30 p.m.

#### FRC

- 1) M-F            11:00 p.m. – 7:30 a.m
- 2) M-F            2:00 p.m. – 10:30 p.m..

The hours set forth above are the hours set for the beginning date of this contract and may be altered temporarily under this Article or permanently under Article XXI of this Agreement.

The College may make temporary changes to any non-vacant shift location and/or shift working hours/days. The College shall give the affected employee(s) 48 hours notice prior to any temporary shift change under this Article.

For purposes of this Article, a “temporary change” shall mean any change of four consecutive weeks or less.

In emergency situations, employees may be called into work pursuant to the call-in provisions of this Article without 48 hours notice.

### **Summer Hours:**

As per the “Summer Work Schedule” as set by the College.

### **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. Hours worked contiguous to an employee’s shift are not considered call-in. 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.

### **Authorization of Overtime**

All overtime must be authorized and approved in advance by the employee’s supervisor. Opportunities to work overtime shall be distributed as equally as possible among employees within the same classification having similar abilities and expertise. There shall be no pyramiding of overtime pay.

### **Call-In**

When an employee is called in to work during his/her off duty time and such called-in time does not merge with his/her regularly scheduled work hours, such employee shall be paid a minimum of four (4) hours pay at 1½ times his/her regular rate of pay. The four (4) hours includes one hour for travel time. 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. When an employee is called in to work during his/her off duty time and such called-in time does merge with his/her regularly scheduled work hours, the employee will be paid in accordance with the overtime provisions of Article XI and no travel time will be paid.

### **Inclement Weather Closing**

Bargaining unit employees will be governed by the same inclement weather closing policy as other College Staff. If the President or his/her designee declares the "College closed," employees who are required to report or remain at work, or are called-in during such a closing shall be paid double-time for all hours worked.

### **Closure of Campus or Center**

If the President, or his or her designee, declares that an entire College campus or center is temporarily closed due to reasons other than inclement weather, bargaining unit employees who are required to report to or remain at said campus or center, or who are called in pursuant to provisions in this Article, during such a closure, shall be paid double-time for all hours worked while the campus or center remains closed.

### **Varying Work Schedule**

The Employer may agree to vary an individual's work schedule to allow the employee to take courses intended to improve the employee's work performance or increase the employee's work-related skills, such as trade school classes.

### **College Holidays**

In the event that an employee is required to work on a holiday, the employee will 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, plus holiday pay. An employee called in or scheduled to work on a holiday is compensated under this Holiday pay provision (Article XI) and not the Call-in pay provision (Article XI).

## **ARTICLE XII COMPENSATORY TIME**

Accrual of compensatory time-off may be approved in lieu of payment for overtime worked at the sole discretion of the College. All efforts will be made to have a mutual agreement between the employee and the supervisor regarding the utilization of compensatory time in lieu of overtime. However, if there is no convenient time for the employee to take compensatory time-off in the future without requiring another College employee to work overtime as a replacement, payment should be authorized immediately for overtime hours worked. Payment for overtime hours worked in lieu of accrual of compensatory time may also be authorized for other reasons as determined by the appropriate Cost Center Manager. If compensatory time-off accrual is allowed in lieu of payment, one and one-half (1 ½) hours of compensatory time-off shall be allowed for each one-hour of overtime work.

At the discretion of the College, employees in this bargaining unit may accrue up to 120 hours of allowed compensatory time-off. As much as possible, supervisors are expected to adjust the workweek to avoid overtime and the accrual of compensatory time.

An employee who has accrued compensatory time-off may request to use the accrued time-off in the same manner that is used to request to use accrued annual leave. However, such time shall not be considered as time worked when computing overtime. The employee shall be allowed to use such time within a reasonable period after making the request if the use will not unduly disrupt operations.

When an employee ceases to be employed by the College for any reason, voluntarily or involuntarily, or through death or retirement, the employee shall be paid for all unused compensatory time-off at a rate which is the higher of:

1. The average regular hourly rate received by the employee during the last three (3) years of his or her employment, or
2. The final regular hourly rate received by the employee.

Records of the earning, accrual, payment and use of compensatory time shall be maintained in the Payroll Department.

For further details see Procedures Memorandum VII-19 as it exists on July 1, 2005.

### **ARTICLE XIII 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 XIV SERVICE VEHICLES FOR REGULAR FULL-TIME EMPLOYEES**

As deemed appropriate, the College may provide service vehicles for employees who are required to travel from one area to another to do College work. In the event the



employee's vehicle is not sufficient for hauling equipment, the College will provide an appropriate vehicle. If the employee is not provided a College vehicle, the employee will be reimbursed for mileage under the College's travel reimbursement policy. Mileage from an employee's home to the work location is not reimbursable.

## **ARTICLE XV UNIFORMS**

Employees in this bargaining unit are required to wear uniforms. The College shall provide new employees with a one-time uniform allowance of \$400.00 upon initial hire. Existing employees shall receive an annual uniform allowance of up to \$325.00, with the exception that a new employee's first uniform allowance following their initial new hire allowance of \$400.00 shall be pro-rated based on the percentage of the College fiscal year (July 1 to June 30) that the employee was employed during the fiscal year in which he or she was hired. For example, if an employee was hired half-way through the fiscal year he or she would receive a \$400.00 uniform allowance upon being hired, then when the next time to purchase uniforms arrived he or she would receive an allowance of \$162.50, which represents one-half of the existing employee annual allowance. In subsequent years the employee would receive the full \$325.00 allowance.

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 will not be considered for replacement except through the annual cycle.

## **ARTICLE XVI TOOLS**

The College shall provide the tools necessary for the employees to carry out their required College duties.

## **ARTICLE XVII CONTRACTING OUT**

The College reserves the right to procure and use contract labor and services as the needs of College business and operations may require. No employee in this bargaining unit shall, however, be laid off or terminated as a result of the College's contracting out of work.

**ARTICLE XVIII  
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.) Earned sick leave permits continuation of full pay during absence due to:

- 1. Disability caused by illness or injury of the employee including disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or leave needed for adoption;
- 2. The need to prevent exposure of co-workers and the public to contagious disease;
- 3. The need of the employee to obtain dental or medical care; or
- 4. The illness or injury of a member of the employee's "immediate family" defined as father, mother, dependent children or stepchildren, current spouse, and any relative living in the household 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. (Refer to Procedures Memorandum VI-13 as it reads on July 1, 2005).

## **ARTICLE XIX BEREAVEMENT LEAVE**

Employees shall be entitled to Bereavement Leave in accordance with Procedures Memorandum VI-13 as it exists on July 1, 2005.

## **ARTICLE XX HOLIDAY SCHEDULE**

Employees shall be entitled to 12 or 13 Holidays per year as designated by the Board of Governors.

## **ARTICLE XXI SENIORITY**

For the purposes of this Agreement, "Bargaining Unit Seniority" means length of continuous service within this bargaining unit, and "Classification Seniority" means continuous length of service in the employee's present classification. A break in service of one year or longer shall be a break in continuous service. Such a break will negate any accumulation of years.

Subject to the following subparagraphs, Seniority shall be given consideration in scheduling vacations, in filling vacant positions within this bargaining unit, and for purposes of layoff due to lack of work and recall from such layoffs:

Vacations:

Vacations are scheduled based on the needs of the College. Employees wishing to have a tentatively secure vacation time shall, from January 1 through January 15 of each year, submit vacation requests on the designated absence and leave form to their immediate Supervisor for their 1<sup>st</sup> choice of vacation leave for no more than 10 consecutive work days. No forms will be accepted from January 16 through January 30 (except a single form requesting a single day of vacation). The most senior employee in a classification in each department/location shall be given their 1<sup>st</sup> choice. The process shall continue by seniority until all employees in a department/location have been given their 1<sup>st</sup> choice. If two or more employees request the same days at the same time, the most senior employee will be given the time and the other employees will submit another time. The vacation request list shall be posted at the employees' department/location by January 31<sup>st</sup>.

Beginning February 1<sup>st</sup> through the following December 31<sup>st</sup>, vacation leave requests may be submitted for any open dates. The request must be submitted in writing on the designated absence and leave form to the appropriate Supervisor. The employee shall be responsible to hand the request to the Supervisor or Supervisor's designee, who shall note the date and time of the receipt on the form. The Supervisor shall provide to the employee a copy of the dated receipt, but such copy shall not evidence approval of the request. The College will try to notify the employee whether the request to utilize annual leave has been approved or denied within 24 hours whenever possible. After all employees have been given their 1<sup>st</sup> choice, vacation request forms shall be approved on a first-come, first-serve basis. If two employees submit a request for the same time the employee who submitted the request first shall be given the time requested. In the event that a Supervisor receives a vacation leave request from two or more employees for the same day(s) at the same time, the employee with the most classification seniority shall be given the requested time. Once a request has been approved, no other employee shall be able to bump them from that time.

#### Shift and/or Location Assignments:

Bargaining unit employees shall be notified by electronic mail of a shift and/or location assignment vacancy, and shall be allowed ten (10) calendar days thereafter to bid for the vacant assignment by electronic mail. The bidding employee having the most Classification Seniority in the classification in which the vacant position assignment exists shall be offered the assignment if the College considers the employee best qualified to perform the duties of the vacant position and assignment based on job performance, performance appraisals, attendance, education, the needs of the department, and all other criteria the College deems significant. Any decision by the College to not hire a bidding employee shall be made at the discretion of the College.

#### Vacant Positions:

If no employee of the same classification as the position in which the vacant shift and/or location assignment exists has bid for the vacant shift and/or location, then the College may advertise the position vacancy to employees outside the bargaining unit and/or to non-employees. The College will offer the position to the best-qualified candidate for the position, with the extent and degree of qualification being as determined solely and conclusively by the judgment of the College.

#### Layoffs and Recalls:

For the purpose of layoffs due to lack of work, Bargaining Unit Seniority shall apply, and the employee(s) in the classification affected by the layoff having the

least amount of bargaining unit seniority shall be laid off first, provided that the employees with the most seniority are capable of performing the work remaining. If employees are needed in the affected classification within one year after the date of layoff for lack of work, employees who were laid off within one year preceding the date of re-employment offer shall be offered re-employment in inverse order of layoff.

#### Permanent Changes to Shift and/or Location Assignment:

Before a new employee may bid for a new or vacant shift or location said employee must have completed a minimum of **1 year** service in his/her current shift and location.

The College may make permanent changes to the shift location and/or the shift's normal working hours/day for any vacant position. The College will notify the Union of any such changes. For purposes of this Article, a "permanent change" shall mean any change of more than four consecutive weeks.

The College may make a permanent change to the shift location, the shift beginning time, or the shift ending time of any non-vacant shift, subject to the following:

- (1) If the permanent change to the non-vacant shift beginning time and ending time is equal to or less than one hour (e.g. a shift change from 8 a.m. - 5 p.m. is changed to 9 a.m. - 6 p.m.), within a year, the non-vacant shift shall be awarded to the current incumbent employee. The College shall give the employee two weeks notice before any permanent shift change.
- (2) If the permanent change to the non-vacant shift beginning time and ending time is greater than one hour (e.g. a shift change from 8 a.m. - 5 p.m. is changed to 11 a.m. - 8 p.m.), within a year or if the permanent change to the non-vacant shift is a change of location and/or days:
  - (a) The incumbent employee shall first be offered the new shift. If there is more than one incumbent employee in that shift and location, the new shift shall be bid amongst all incumbent employees in accordance with this Article.
  - (b) If the current incumbent employee(s) refuse the permanently changed shift, the position shall be opened to bidding in accordance with this Article. If no qualified employee bids for the permanently changed shift, the permanently changed shift shall be awarded to the qualified employee at the location with the least seniority.

**ARTICLE XXII  
LIFE INSURANCE  
FOR REGULAR FULL-TIME EMPLOYEES**

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

Employees may also elect reduced cost dependent and supplemental coverage.

**ARTICLE XXIII  
HEALTH PROGRAM  
FOR REGULAR FULL-TIME EMPLOYEES**

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

**ARTICLE XXIV  
WAGE RATES**

**2020-21**

Effective July 1, 2020, each employee in this bargaining unit shall receive a 1.3203% increase to base wages (2.40% total package increase), provided that no employee shall make less than the Minimum or more than the Maximum listed for his/her job title. Minimum starting salaries shall be increased by 1% less than the salary increase for the existing employees. Maximum salaries shall be adjusted by the same across-the-board percentage as the salary increases for existing employees. The Minimums and Maximums shall be as follows:

Position	Minimum	Maximum
Custodian	\$14.99	\$20.92

**New Hires:**

New Hires will be paid the Minimum for the job class.

**Shift Differential:**

Employees whose full 8.5 hour scheduled shift falls between the hours of 2:00 p.m. and 12:30 a.m. shall receive a shift differential of \$0.25 per hour. Employees whose full 8.5 hour scheduled shift falls between the hours of 11:00 p.m. and 9:00 a.m. shall receive a shift differential of \$0.50 per hour. If an employee's shift spans between the two

designated shift differential periods they will be paid the differential rate in effect at the beginning of their shift. If any part of an employee's shift falls outside of the designated shift differential periods then they do not receive differential pay for any part of their shift.

**ARTICLE XXV  
LONG-TERM DISABILITY INSURANCE  
FOR REGULAR FULL-TIME EMPLOYEES**

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

**ARTICLE XXVI  
RETIREMENT PLAN  
FOR REGULAR FULL-TIME EMPLOYEES**

Participation in the College's Retirement Plan is mandatory for regular full-time employees immediately upon hire. Employees must contribute a minimum of 2%, or may elect 3%, 4%, 5%, 6%, 6 ½%, 7%, 7 ½%, 8%, or 8½% of their basic annual salary to the plan. The College will contribute to the plan an amount equal to the employee's contribution.

**ARTICLE XXVII  
PAYFLEX FLEXIBLE SPENDING ACCOUNTS  
FOR REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES**

All regular full-time and regular part-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.

**ARTICLE XXVIII  
TUITION WAIVER  
FOR REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES**

Employee tuition waiver and dependent tuition waiver are provided to all employees in this bargaining unit pursuant to the College's Procedure Memorandum VI-7 as it exists on July 1, 2005.

**ARTICLE XXIX  
EDUCATIONAL ASSISTANCE  
FOR REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES**

Employee educational assistance is provided to all employees in this bargaining unit pursuant to the College's Procedure Memorandum VI-32 as it exists on July 1, 2005.

**ARTICLE XXX  
REGULAR PART-TIME EMPLOYEES**

Employees who are employed on a continuous basis in an approved position with a workweek of twenty (20) hours or more but less than forty (40) hours are considered regular part-time employees. These employees receive sick leave, annual leave, holidays and bereavement leave on a pro-rated basis; however, annual leave does not increase with length of service.

Regular part-time employees are also eligible to participate in the retirement plan without College match. Regular part-time employees are eligible to utilize the Employee Assistance Program, workers' compensation benefits, educational assistance, employee/dependent tuition waiver for Metro credit and non-credit courses, and the flexible spending accounts through PayFlex.

**ARTICLE XXXI  
STRIKES, SLOWDOWNS, ETC., PROHIBITED**

No employee covered by this Agreement, nor the Union 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 Union 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 Union shall in good faith take all necessary steps to cause those employees to cease such activity.



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

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 XXXII 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 XXXIII 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 XXXIV 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 Union 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 XXXV EFFECTIVE DATE, DURATION, AND RE-OPENER PROVISIONS**

This Agreement shall be effective as of July 1, 2020 and shall continue and remain in effect through June 30, 2021, and thereafter, until superseded by further action of the Employer's Board of Governors. 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 July 1, 2021, 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 Union 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 XXXVI ENSUING YEAR**

Nothing herein contained shall be construed to prohibit or discourage the representatives of the Employer and the Union from meeting and conferring prior to July 1, 2021, 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 Local Union, No. 571, International Union of Operating Engineers, AFL-CIO, 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 XXXVII, inclusive, and Appendix A and Appendix B, pursuant to authorization by vote of the bargaining unit employees duly taken on the 29<sup>th</sup> day of October, 2020, and by vote of said College Area's duly elected Board of Governors made in regular session on the 27<sup>th</sup> day of October, 2020.

EXECUTED at Omaha, Nebraska, this 11th day of December, 2020.

THE METROPOLITAN COMMUNITY COLLEGE AREA

By: Randy Schmalz  
President

LOCAL UNION NO. 571, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO

By: Aaron D.  
Business Manager

By: Nancy Ward  
Business Representative

**Appendix A**  
**Authorization for Payroll Deduction**

BY: \_\_\_\_\_  
(Please print last name, first name, and middle initial)

Classification: \_\_\_\_\_ Social Security No. \_\_\_\_\_

TO METROPOLITAN COMMUNITY COLLEGE AREA ("College")

Effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of my current monthly dues to Local Union No. 571, International Union of Operating Engineers, AFL-CIO ("Union"), as certified by such Union. The amount deducted shall be paid to whomever the Union shall have designated to the College. This authorization shall remain effective unless terminated by me by written notice to the College, which notice I understand must be given by me at least two (2) weeks prior to the payroll date upon which it is to take effect. I further understand and agree that the College may make such withholdings and remit them to the Union on a semi-monthly basis.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Date: \_\_\_\_\_