

**MEMORANDUM OF UNDERSTANDING BETWEEN METROPOLITAN
COMMUNITY COLLEGE AND LOCAL UNION NO. 571, INTERNATIONAL UNION
OF OPERATING ENGINEERS, AFL-CIO, REGARDING CELL PHONE USE BY
FACILITIES MAINTENANANCE EMPLOYEES**

Supplementing the 2008-2011 Facilities Maintenance
Collective Bargaining Agreement

Metropolitan Community College Area (“College”) and Local Union No. 571, International Union of Operating Engineers, AFL-CIO (“Local #571”), collectively known as “the Parties” hereby evidence their mutual understanding and agreement regarding the use of cell phones as follows:

College will identify Facilities Maintenance, Local #571, employees who are required to carry and answer cell phones only during regular work hours and those who are expected to carry and answer cell phones both during and after regular work hours and during weekends and holidays. Employees who are required to carry and answer cell phones after regular work hours and during weekends and holidays, as identified by the Director of Facilities Management or his or her designee, may choose one of the two following options:

Option One: Employee Owned Cell Phone Use – The College will pay a stipend of \$55.00 per month to offset the cost of cell phone service for identified Facilities Maintenance employees who are expected to carry and answer cell phones (reasonably available) after regular work hours and/or during weekends and holidays and who choose to carry a cell phone that they own. This stipend is intended to provide the Facilities Maintenance employees with funds to help defray the cost of acquiring and maintaining adequate cell phone services that would be used in whole or in part to conduct Metropolitan Community College business. One half of the monthly stipend (\$27.50) will be added to the employee’s pay each pay period and will be taxable income subject to regular withholding. Payments will be issued through the payroll system and will be included on the employees’ W-2 tax forms.

Facilities Maintenance Employee Responsibility under Option One:

1. Provide College with proof of active cell phone service with reasonable and customary coverage throughout the College’s four county service area (e.g., operational cell phone with service throughout Dodge, Douglas, Sarpy and Washington counties).
2. Notify the appropriate designated College personnel within two business days if the cell phone service is non-functional, discontinued or if the cell phone number is changed.

3. Provide The Director of Facilities Management, or his or her designee, with the employee's own functioning cell phone number.
4. Permit Metropolitan Community College to publish the cell phone number and make the cell phone number reasonably available for business purposes.
5. Adhere to MCC Cell Phone Procedure Memorandum # X-13 and sign the form titled Cell Phone Supplemental Compensation.

Metropolitan Community College Responsibility under Option One:

1. Payment of \$27.50 per pay period, a total of \$55.00 per month, will be paid to Facilities Maintenance employees who choose Option One.

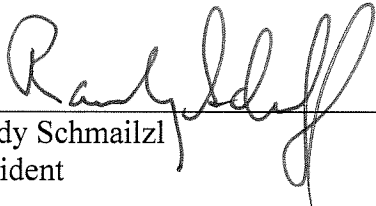
Option Two: College Owned Cell Phone Use – Facilities Maintenance employees may choose to carry College owned cell phones. Employees who are required to carry and answer cell phones (reasonably available) after regular work hours and/or during weekends, and choose to carry a College owned cell phone, will do so with the expectation that the cell phone will not be used for personal business except in emergency situations. Employees who carry College owned cell phones will not be paid a stipend. Employees are required to sign the MCC cell phone form titled Cell Phone Distribution and adhere to Cell Phone Procedure Memorandum # X-13.


The effective date of this Memorandum of Understanding is ^{IRT October} ~~September~~ 1, 2009. Pay rates, other compensation/benefit related issues, and all other provisions in the Metropolitan Community College Area/ Local Union No. 571, International Union of Operating Engineers, AFL-CIO 2008-2011 Maintenance Collective Bargaining Agreement remain unchanged and in full force and effect.

DATED this ^{IRT October} 1 day of ~~September~~, 2009.

Metropolitan Community College Area

Local Union No. 571, International Union of Operating Engineers, AFL-CIO

By: 
 Randy Schmailzl
 President

By: 
 Rod Marshall
 Business Manager
 IUOE Local #571