

*July 1, 2018 through June 30, 2021*

**MAINTENANCE SUPERVISORS  
AGREEMENT**

**METROPOLITAN COMMUNITY  
COLLEGE**

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## **PREAMBLE**

This Agreement is by and between The Metropolitan Community College Area and Local Union No. 763, International Brotherhood of Electrical Workers, AFL-CIO.

This Agreement has been entered into between The Metropolitan Community College Area hereafter referred to as the College or the Employer, and Local Union No. 763, International Brotherhood of Electrical Workers, AFL-CIO, hereafter referred to as the Union. This Agreement has as its purpose the promotion of harmonious relations between the College 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 College's Board of Governors on August 27, 2002, the College recognizes the Union as the exclusive collective bargaining representative for the maintenance supervisory unit of employees of the College, which bargaining unit of employees is defined as follows:

Full-time and regular part-time maintenance supervisory employees of Metropolitan Community College Area, including but not limited to trades personnel and engineers, but excluding irregular part-time, managerial, confidential and security officer (guard) employees.

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

- Building and Grounds Manager
- Painting Supervisor
- Master Plumber
- Mechanical Systems/EMS Supervisor
- Master Electrician
- Carpenter Supervisor
- Custodial Supervisor
- Grounds Supervisor
- Vehicle Maintenance Mechanic Supervisor
- Environmental Services Manager

The College will inform the Union when an hourly supervisory position within the Union area is approved. Both parties will meet to consider whether a new position should or should not be a part of the bargaining unit. To the extent other bargaining units may also be interested in adding a newly created non-exempt, non-supervisory position to their bargaining unit, the Union agrees to meet with all interested bargaining unit

representatives and the Employer for the purpose of determining which, if any, bargaining unit the newly created position will be a part.

## **ARTICLE II NON-DISCRIMINATION**

Neither the College 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 College 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 College nor the Union shall unlawfully discriminate on the basis of race, color, national origin, religion, sex, sexual orientation or identity, marital status, age, pregnancy, citizenship, disability, current or prior military service or veteran status or any other status prohibited by applicable federal, state or local law or regulation against any member, 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 College's Director of Facilities Management, or his/her designee, and the College'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 from the College 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 College 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 at least three (3) hours in advance when possible, that a Steward or Union representative will be accompanying an employee to meet with the College 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 Board may revoke the privileges herein provided 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 College, 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, 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 Memoranda 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 Memoranda 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 the procedures set forth in this Article.

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 five (25) working days following the occurrence giving rise to the grievance.

### **A. STEPS IN THE GRIEVANCE PROCEDURE**

1. **LEVEL ONE (Immediate Supervisor)**: The grievant shall first informally discuss and/or file a formal grievance with the grievant's immediate supervisor as described more fully below. If the Union is initiating the grievance, the grievance shall be initiated at LEVEL TWO between the Union's representative and the College's Director of Labor Relations/General Counsel.

- A. INFORMAL DISCUSSION: The grievant may first discuss the grievance orally and in person with the grievant's immediate supervisor. This shall be a personal discussion between the grievant and the grievant's immediate supervisor. The immediate supervisor shall issue an informal decision on the grievance within ten (10) working days of the informal discussion. The grievant may bypass the INFORMAL DISCUSSION and initiate a grievance through the FORMAL GRIEVANCE PROCEDURE.
- B. FORMAL GRIEVANCE PROCEDURE: If the grievance is not satisfactorily resolved within ten working days after the INFORMAL DISCUSSION, or if the grievant chooses to bypass the INFORMAL DISCUSSION, the grievant may file a written formal grievance with the grievant's immediate supervisor. The grievant must file the written grievance with the immediate supervisor within ten (10) working days after the informal decision or after expiration of the time allowed for an informal decision. If the grievant chooses to bypass the INFORMAL DISCUSSION the written formal grievance must be filed within twenty five (25) working days of the occurrence giving rise to the grievance. The grievant's immediate supervisor shall issue a written decision within ten (10) working days after receipt of the formal written grievance.
2. LEVEL TWO (Written Appeal): If the matter is not satisfactorily resolved at LEVEL ONE, the grievant may present the grievance in writing to the College'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) working days after the decision at LEVEL ONE or, if there was no timely decision at LEVEL ONE, within ten (10) working days after the expiration of the time allowed for decision at LEVEL ONE.

Upon receipt of a grievance, management shall assign consideration of the grievance to: (A) the College President; or (B) the College's Director of Labor Relations/General Counsel; or (C) a Grievance Committee made up of three to five administrators. The College shall assign the consideration of the grievance within ten (10) working days after receipt of the LEVEL TWO grievance. The written decision in LEVEL TWO shall be issued within ten (10) working days after the consideration of the grievance has been assigned.

3. LEVEL THREE (Arbitration): If the Union is not satisfied with the College's resolution of a grievance at LEVEL TWO and the grievance is based upon the interpretation or application of an express provision of this Agreement, Board Policies or Procedure Memorandums, the Union may demand arbitration of the grievance on behalf of an employee or on behalf of the Union. Unless otherwise agreed between the parties in writing, the Union shall demand arbitration under this Article by serving a written demand for arbitration on the

College's President within ten (10) working days after the Union receives the College's decision on the grievance at LEVEL TWO.

The Union and the College agree to the following arbitrators:

Kelley Baker – Harding Schultz and Downs, Lincoln NE  
Larry Baumann - Kelly Scristsmier & Byrne, North Platte NE  
Jim Gessford – Perry Guthery Haase & Gessford, Lincoln, NE  
Randy Goyette - Baylor Evnen Curtiss Gruit & Witt, Lincoln NE  
Karen Haase – Harding Schultz & Downs, Lincoln NE  
John Higgins – Huston & Higgins, Grand Island, NE  
Kile Johnson – Johnson, Flodman, Guenzel & Widger, Lincoln NE  
Rex Schultze - Perry Guthery Haase & Gessford, Lincoln NE  
Tim Thompson - Kelley Scristsmier & Byrne, North Platte NE  
Steve Williams - Recknor Williams & Wertz, Lincoln NE

Upon receipt of a demand to arbitrate, the College and Union will contact the above listed arbitrators to determine which are available and willing to serve under an hourly rate set by the Union and the College. The parties shall meet or confer within ten (10) working days after determining the list of available and willing arbitrators and shall alternate striking names from such list, with the College striking the first name in any odd numbered year and the Union striking the first name in any even numbered year. The last name remaining unstricken shall be the arbitrator.

The arbitrator's fee shall be divided equally between the Union and the College. The Union shall pay its own attorney fees in connection with the arbitration and any hearing before the arbitrator, and the College shall do likewise. The arbitrator shall not have jurisdiction, power or authority to alter such divisions and apportionments of such fees.

There shall be a hearing before the arbitrator on the matter in dispute, at such time as may be specified by the arbitrator. The hearing will be held at a College campus location to be specified and provided by the College without monetary charge to the Union. At the outset of the hearing, the parties shall deliver to the arbitrator an agreed and stipulated written joint submission statement which shall state the issue to be decided. If the parties are unable to agree upon a joint submission statement, each party shall submit to the arbitrator its own submission statement which shall state the submitting party's version of the issue to be decided.

The arbitrator may continue or postpone the hearing as the arbitrator deems reasonably necessary. The arbitrator shall render his/her decision or award within thirty (30) calendar days after the arbitrator closes the hearing.



The decision of the arbitrator on the matter shall be final and binding on the Union, all bargaining unit employees, and the College, except that:

- i. The arbitrator may not award any remedy or relief that a Nebraska state district court would not have jurisdiction to award or that would conflict with the Constitution or laws of the United States or of the State of Nebraska.
- ii. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, Board Policy, or Procedure Memorandums.
- iii. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs or to change any wage or other compensation or employee benefit rate or scale.
- iv. The arbitrator shall have no power to rule on the assignment of work by the College to employees or to bargaining units of employees.
- v. The arbitrator shall have no power to make any agreement for the parties.
- vi. The arbitrator shall have no jurisdiction or power to rule upon any matter, issue or complaint that is not based upon an alleged breach, or the interpretation or application, of an express provision of this Agreement, Board Policies or Procedure Memorandums.

If any matter is submitted to an arbitrator and the arbitrator finds that he/she has no power or jurisdiction to rule on the matter, the arbitrator shall refer the matter back to the parties without any decision, recommendation or comment upon the merits of the matter.

In recognition of and in consideration for this voluntary arbitration procedure, the Union agrees that they shall not file any lawsuit based upon any alleged breach of this Agreement, Board Policies, or Procedure Memorandums or seeking the interpretation or application of this Agreement, Board Policies, or Procedure Memorandums. However, the Union and the College shall each have the right to file suit or other legal proceedings to confirm an arbitrator's award rendered under and pursuant to this arbitration procedure. Similarly, the Union and the College shall each have the right to file suit or other legal proceedings to vacate, modify or correct, upon any ground or grounds allowable by law, an arbitrator's award rendered under and pursuant to this arbitration procedure.

Except to the extent inconsistent with this Article, the Nebraska Uniform Arbitration Act (Neb. Rev. Stat. §§25-2601 et seq.) shall apply respecting any arbitration under or pursuant to this Article and any subsequent proceedings relating to or arising out of such arbitration.

## MISCELLANEOUS

1. Representation. At LEVEL TWO or LEVEL THREE of this grievance procedure, any grievant may be represented by himself/herself or, at his/her option, by one attorney or one other representative of his/her own choosing. Any such representation shall be at grievant's own expense.
2. Time Limitations. The following rules shall govern as to time limitations:
  - a. Extensions of Time. The time limitations specified for either the grievant or the College may be extended by written mutual agreement. Such extension of time on the part of the College Area must be approved by the College's Director of Labor Relations/General Counsel, or his/her designee, for LEVELS ONE through THREE.
  - b. Effect of Failure to Grieve or to Appeal Within Time Specified. Failure to raise a grievance within the time prescribed shall be considered a waiver of the grievance. If a decision at any LEVEL is not appealed to the next LEVEL of the procedure within the time limit specified, the grievance shall be determined settled on the basis of the last decision rendered.
  - c. Effect of Failure to Respond within Time Limit. Failure at any LEVEL of the grievance procedure to initiate communication of a decision to the grievant within the specified time limit shall permit the lodging of an appeal to the next LEVEL of the procedure within the time which would have been allotted had the decision been communicated on the final day specified therefore.
  - d. Documents, Statements or Items Missing from Grievance or Appeal. At LEVEL TWO, if any document, statement or item specifically required by this grievance procedure to be included in, provided with or filed with the grievance or appeal is not so included, provided or filed, the College official who is to act on the grievance or appeal may request the grievant to provide the missing document, statement or item to the official. If the grievant fails to provide the document, statement or item to the official within four (4) working days after such request and does not communicate to the official an adequate reason excusing such failure within such four-day period, the official may deny the grievance or appeal. If the grievant does provide the document, statement or item to the official within such four-day period, the time allowed for the official to issue his or her decision on the grievance or appeal shall be extended by four (4) working days. Except as provided in this paragraph, no appeal shall be denied or disallowed because one or more of the statements, documents or items listed

above are missing from the filed written appeal.

3. Avoiding Interruptions. This procedure shall not be construed to permit interruptions of College activities or to authorize the involvement of students at any LEVEL of the procedure. In circumstances where the only witness(es) available to prove or disprove the existence of a fact is a student(s), then in such a case the student(s) may be a witness.
4. Working Day Defined. For purposes of this Article, a working day is any day that administrative offices of the College are open for normal business.
5. Informal Discussion. Nothing contained herein shall be construed as limiting the right of the grievant at any time or at any level to discuss the matter informally with the appropriate supervisor/administrator of the College and have the grievance informally adjusted.
6. Hearings and Conferences Closed. All conferences, meetings and hearings under this procedure shall be conducted in closed sessions and shall include only the person conducting the conference, meeting or hearing, the grievant, the grievant's designated representative(s), personnel of the College who are involved, witnesses, and the College's representative(s).
7. Time Extended by Reason of Hospitalization. If, on the date that a grievance must be lodged, an appeal taken or the response or decision of an administrator (including an immediate supervisor) must be made, the person required hereunder to act is hospitalized, then the prescribed time for taking such action shall not be deemed to have commenced to run until the day following the last day of his/her hospitalization.
8. Administrative Designees. During such times as any administrator (including an immediate supervisor) is unable or unwilling to perform his or her duties under this grievance procedure, the administrator may designate someone of equivalent or higher managerial level in his/her place and stead to do all things required to be performed by him/her under this grievance procedure.
9. Costs. The grievant shall pay his/her/its own costs and attorneys' fees or other representation fees and the College shall have no liability in respect thereto. Similarly, the College shall pay its own costs and attorneys' fees or other representation fees and the grievant shall have no liability in respect thereto.
10. Grievance Form. At every LEVEL, the grievant and management's representative shall complete the Grievance Form, attached hereto, marked Appendix B. Failure by the grievant to complete the Grievance Form within the time limits set forth above at each relevant level shall be considered a waiver of the Grievance.

11. Grievance Recitations: At all grievance LEVELS, a grievant shall include and recite:
- a. A clear and concise statement of the grievance, including the circumstances and persons involved, and the date of the occurrence(s) giving rise to the grievance;
  - b. The date of previous LEVELS in the grievance procedure;
  - c. A summary of the decision(s) rendered at previous LEVELS in the grievance procedure;
  - d. A reference to the specific provision(s) of the Board Policy or Procedure Memorandum allegedly violated or involved; and
  - e. The specific remedy sought by the grievant.
12. Conferences, Hearings, and/or Discussions: The management representative(s) responsible at any grievance level may hold such conferences, meetings or hearings, and/or discuss the matter with such persons or witnesses, as he or she believes may be helpful in understanding or resolving the grievance.

## **ARTICLE VI DUES – CHECK OFF**

**Section 1.** The College 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 College 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 College. The College 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 College within ten (10) days following the issuance of pay warrants for the pay period respecting which the College, at its option, elects to deduct such withholdings in accordance with the foregoing. The Union shall advise the College in writing of the name and address of the designated Union official to whom the College should remit amounts so withheld.

**Section 2.** Previously executed and unrevoked written check off authorizations shall continue to be effective respecting employees reinstated or returning to work following layoffs, leaves of absence, or suspension not exceeding six (6) months. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective. If an employee is on any form of paid leave of absence, the College 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 College'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 College in writing of the exact amount of regular monthly Union dues. If, subsequently, the Union requests the College to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the College that the amounts requested are regular monthly Union dues duly approved in accordance with the Union's constitution and by-laws.

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

**Section 6.** The College shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If for any reason the College 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 College in time to permit such deduction. If the College makes an overpayment to the Union, the Union will refund said amount to the employee. If the College 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 College, on demand. The Union agrees to indemnify and hold the College harmless against any and all claims, suits, orders, judgments, losses and liabilities arising as a result of any action taken or not taken by the College under the provisions of this article.

## **ARTICLE VII NEW EMPLOYEES**

The College shall notify the Union in writing of all new employees covered by this Agreement within thirty days of the employee's first day of work. The Union will receive notification through e-mail copies of the "Inside Story" which lists new hires and employees who leave employment at the College.

## **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 Union and the Employees are responsible for remaining aware of all changes to College policies and procedures. The College will post all policies and procedures at the following web address or a successor site:

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

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

If the College makes a change to a policy or procedure that is applicable to the Maintenance Supervisors bargaining unit of employees and the change to the policy or procedure represents an alteration to a term and condition of employment, then the Union shall have sixty (60) calendar days to request bargaining and reopen negotiations with regard to that term and condition of employment only. The failure of the Union to request bargaining and reopen negotiations within sixty (60) calendar days shall constitute a waiver of the Union to bargain the subject until the conclusion of this contractual term.

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

The College 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 College. 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 will accrue annual leave at the rates given in the tables below. An Absence and Leave Form must be completed by the employee and signed by the supervisor.

<u>Months of Service</u>	<u>Hours 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. Maximum accumulation of annual leave shall be 280 hours.

## **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) paid hours, five (5) consecutive eight and one half (8 ½) hour days (of which ½ hour is unpaid) with the exception being a “Flexible” or “Flex” schedule as may be allowed from time to time by the College President. Hours worked shall be consecutive, exclusive of one unpaid thirty (30) minute lunch period and two (2) paid 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 Monday-Friday, 7:00a.m. - 3:30p.m., except for the Fort Omaha and South Omaha Campus Custodial Supervisors. The Fort Omaha and South Omaha Campus' shall each have one Custodial Supervisor whose regular hours shall be Monday-Friday, 11:00 p.m. – 7:30 a.m., and one Custodial Supervisor whose regular hours shall be Monday-Friday, from 10:00 a.m. to 6:30 p.m. The College may require employees of the College to adjust their scheduled work hours as may be necessary to adequately supervise employees for up to twenty four (24) occurrences per year. The designation of the specific occurrences shall be as agreed upon between the employee and the College.

A temporary change of no more than fourteen (14) working days may occur to cover the needs of the College with forty-eight (48) hours minimum advance notice. In emergency situations where the need for the temporary change is not reasonably foreseeable, the College will not need to give the forty-eight (48) hours minimum advance notice. Employees will make reasonable efforts to comply with management's directives to make temporary changes.

The College shall make reasonable efforts to obtain the agreement of affected employees before changing the permanent work location of any employee. If the College changes the permanent work location of any employee without the consent of the affected employee, said affected employee shall be entitled to an increase of 5% of the employee's base pay rate for the duration of the change of permanent work location. No employee shall unreasonably withhold consent to a change in permanent work location primarily for the purpose of receiving the 5% increase referred to in this paragraph. For purposes of this paragraph, a permanent change in work location shall mean a change in work location for more than three (3) months.

### **Flexible Schedule**

College employees may utilize a Flexible schedule as may be allowed from time to time by the College President. During such time as a Flexible Schedule may be in effect each department of the College must maintain adequate staffing at all times so as to continue the operations of 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. 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.

### **Remote Call-In**

An employee shall be paid a minimum one (1) hour of wages at one and one-half (1.5) times his/her regular rate of pay for work performed while not on regularly scheduled work time without physically reporting to the work location.

Calls received by employees instructing them to report to work immediately will be covered by the Call-In section of the Agreement, not the Remote Call-In provisions contained herein.

For employees working the 7:00 a.m. to 3:30 p.m. shift, reasonable non-emergency calls received to adjust an employee's own work schedule, or a simple call of this nature, will not be compensated as a remote call-in if received between the morning hour and 9:00 p.m. All calls received by these employees between 9:00 p.m. and the



morning hour will be compensated at the remote call-in rate even if the call is a reasonable non-emergency call. For purposes of this paragraph, the “morning hour” shall mean 6:00 a.m. for any call received prior to a day in which the employee is scheduled to work, and shall mean 7:00 a.m. for all other days.

For employees working the 10:00 a.m. to 6:30 p.m. shift, reasonable non-emergency calls received to adjust an employee’s own work schedule, or a simple call of this nature, will not be compensated as a remote call-in if received between the morning hour and 12:00 midnight. All calls received between 12:00 midnight and the morning hour will be compensated at the Remote Call-In rate even if the call is a reasonable non-emergency call. For purposes of this paragraph, the “morning hour” shall mean 9:00 a.m. for any call received prior to a day in which the employee is scheduled to work, and shall mean 10:00 a.m. for all other days.

For employees working the 12:00 a.m. to 8:30 a.m. shift, reasonable non-emergency calls received to adjust an employee’s own work schedule, or a simple call of this nature, will not be compensated as a remote call-in if received between the morning hour and 2:00 p.m. All calls received between 2 p.m. and the morning hour will be compensated at the Remote Call-In rate even if the call is a reasonable non-emergency call. For purposes of this paragraph, the “morning hour” shall mean 11:00 p.m. for any call received prior to a day in which the employee is scheduled to work, and shall mean 12:00 a.m. for all other days.

Remote Call-In pay shall apply only to calls received from the employee’s supervisor and those calls authorized by management of the College or acquiesced to by management of the College. Calls received by another employee covered by this agreement shall not be subject to Remote Call-In pay unless directly authorized by management of the College. Calls received by an employee’s subordinate shall not be subject to Remote Call-In pay unless directly authorized by management of the College or unless management of the College has acquiesced to the subordinate calling the employee by refusing to take reasonable steps, as requested by the employee, to ensure that the particular subordinate will not call the employee during Remote Call-In hours.

### **Energy Management System (EMS)**

An employee shall be paid two (2) hours at one and one-half (1½) times his/her regular rate of pay for each day on a weekend or Holiday for checking the EMS system from home on a computer. Management may request printed schedules of temperature readings. If an employee is required, after verification with his or her immediate supervisor or appropriate administrator to go to a campus to check a problem, the employee shall be paid call-in time or holiday pay, whichever applies, in addition to his or her EMS pay.

### **Inclement Weather Closing**

Bargaining unit employees will be governed by the same inclement weather closing policy as other Metro 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/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 work 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 College 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 the Holiday pay provision (Article XI) and not the Call-in pay provision (Article XI).

## **ARTICLE XII CELL PHONES**

College will identify Maintenance Supervisory, Local #763, 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 Maintenance Supervisory 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 Maintenance Supervisory 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.

**Maintenance Supervisory 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 Maintenance Supervisory employees who choose Option One.

**Option Two: College Owned Cell Phone Use** – Maintenance Supervisory 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.

## **ARTICLE XIII COMPENSATORY TIME**

Accrual of compensatory time-off may be approved in lieu of payment for overtime worked. 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 accrued is allowed in lieu of payment, one and one-half (1½) hours of compensatory time-off shall be allowed for each one-hour of overtime worked.

Employees in this bargaining unit may accrue up to 40 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 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.

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

As deemed appropriate, the College will provide service vehicles for employees who are required to travel from one area to another to do College work. If a College vehicle is not available, the employee will be reimbursed for mileage under the College's travel reimbursement policy. Mileage from an employee's home to the normal work location is not reimbursable. The normal work location is the location to which an employee is regularly assigned to begin his/her workday.

**ARTICLE XVI  
UNIFORMS**

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

**ARTICLE XVII  
LICENSING  
FOR REGULAR FULL-TIME EMPLOYEES**

The College shall pay for all applicable College-required professional licenses or renewal of license and classes required for renewal of such license.

**ARTICLE XVIII  
TOOLS**

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

**ARTICLE XIX  
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 XX  
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.

Employees will be allowed to exhaust all sick leave accumulated before being placed on long-term disability.

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 hourly rate, according to the following chart:

<b>Total Point Score At Time of Retirement</b>	<b>Percentage Of Payout</b>
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).

### **ARTICLE XXI BEREAVEMENT LEAVE**

Bargaining unit employees shall be entitled to the same bereavement leave as non-bargaining unit employees.

### **ARTICLE XXII HOLIDAY SCHEDULE**

Bargaining unit employees will have twelve or thirteen holidays per year, as approved by the Board of Governors.

### **ARTICLE XXIII 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 filling vacant positions within this bargaining unit and for purposes of layoffs due to lack of work and recall from such layoffs:

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 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.

#### 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. In the event of such advertising, applications of employees (whether within or outside the bargaining unit) holding positions other than of the classification in which the shift and/or location assignment vacancy exists, and applications of non-employees, will be evaluated equally based on factors deemed relevant in determining the candidates' qualifications, and the College need not consider seniority respecting such applications in determining the candidate to be offered the position. 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. If, however, the qualifications of a candidate who is a bargaining unit member are judged to be equal to those of another candidate who is best qualified for the position (in other words, if one or more candidates "tie" for best qualified and at least one of them is a member of the bargaining unit), as determined solely and conclusively by the judgment of the College in such situations, then, so long as the candidate offered the position possesses all of the minimum qualifications for the position, as determined solely and conclusively by the judgment of the College, the College in filling the position will give preference to the bargaining unit member candidate having the best or equal best qualifications and the greatest amount of bargaining unit seniority.

#### Layoffs and Recalls:

An employee having attained Continuous Seniority with the College who is laid off on account of curtailment of work, may claim seniority in another department covered by this Agreement, provided the employee has more Continuous Seniority than the employee he/she seeks to displace, and the ability and qualifications to perform the work. If employees are needed in the affected classifications within one year after the date of the lay-off for lack of work, employees who were laid off within one year preceding the date of re-employment shall be offered re-employment in inverse order of the lay-off.



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

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

**ARTICLE XXV  
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's 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 XXVI  
CASH-IN-LIEU-OF HEALTH INSURANCE**

As of the date that the College's Board of Governors approves this Agreement (for purposes of this Article only, the "Effective Date"), cash-in-lieu-of health insurance (CILO) will no longer be offered to new hires in the bargaining unit, and will no longer be paid to existing employees in the bargaining unit as a separate line item on employees' pay advice. Employees in this unit who received \$2,200.00/year CILO as of the Effective Date will have approximately \$1.05769 added to their hourly base wage, and employees in this unit who received \$1,200.00/year CILO as of the Effective Date will have approximately \$.5769 added to their hourly base wage (\$2,200.00 divided by 2,080 hours is \$1.05769 per hour and \$1,200.00 divided by 2,080 hours is \$0.5769 per hour), instead of receiving CILO as a separate line item on their pay advice. This will be in addition to any total package increase negotiated between the College and the bargaining unit. Bargaining unit employees who did not receive CILO as of the Effective Date will have no change in their hourly base wage resulting from the termination of CILO.

If CILO is ever reinstated for nonunion employees, or for a different bargaining unit for which CILO has previously been terminated, then the College agrees, upon demand made by the union, to reopen this Agreement for the sole purpose of negotiating reinstatement of CILO for bargaining unit employees.

## **ARTICLE XXVII WAGE RATES**

Throughout the term of this Agreement, all bargaining unit employees shall remain in the following Job Groups, with the corresponding minimums and maximums:

Building and Grounds Manager – Job Group F  
 Painting Supervisor – Job Group E  
 Master Plumber – Job Group G  
 Mechanical Systems/EMS – Job Group G  
 Master Electrician – Job Group G  
 Carpenter Supervisor – Job Group F  
 Custodial Supervisor – Job Group D  
 Grounds Supervisor – Job Group E  
 Vehicle Maintenance Mechanic Supervisor – Job Group F  
 Environmental Services Manager – Job Group G

Through the term of this Agreement, increases shall be as follows:

2018-19 – 5.5% increase to the minimum for the position  
 2019-20 – 6.00% increase to the minimum for the position  
 2020-21 – 6.00% increase to the minimum for the position

All employees in the bargaining unit will have their wages retroactively increased so as to retain the same percentage relationship between the minimum and the midpoint as they were at immediately prior to this Agreement.

For the duration of this Agreement, bargaining unit wages shall not be reduced by increases to the cost of benefits provided by the College. The intent of the parties is that the percentage increases represent increases to wages without “costing” increases in the cost of benefits against the wages.

The entry rate for new hires shall be 80% of the midpoint of the particular position, except at the discretion of the Director of Facilities Management, the entry rate may be 85% of the midpoint for a particular position based on the candidate’s prior knowledge and experience.

### 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 \$0.50 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 \$0.75 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.

No employee covered under this Agreement will be 'red-lined' as the phrase is currently defined under the College's pay plan. There will be no limits or maximum pay raises under any applicable Job Group as applied to employees covered by this Agreement.

The midpoint of each respective Job Group for purposes of this Agreement will be adjusted on an annual basis by the exact same percentage as midpoints of those same Job Groups are adjusted for all non-bargaining unit employees within that Job Group as determined in the sole discretion of the College.

## **ARTICLE XXVII-A RETENTION INCENTIVE**

Bargaining unit employees will be eligible to receive a retention incentive. Any retention incentive amount to be paid will be determined based upon the number of continuous, uninterrupted years that an employee has been employed by the College at the time of payment of the incentive. The incentive amounts and eligibility criteria shall be:

(1) The College will pay an eligible employee twenty-five (\$.25) cents per hour worked by the employee if the employee has been employed by the College for at least seven (7) but less than fifteen (15) continuous, uninterrupted years of service at the time of payment of the incentive;

(2) The College will pay an eligible employee seventy-five (\$.75) cents per hour worked by the employee if the employee has been employed by the College for longer than fifteen (15) continuous, uninterrupted years of service at the time of payment of the incentive.

The Retention Incentive pay shall be paid for each compensated hour. For any hour compensated at time and one-half (1 ½ times), double time (2 times), or any other premium rate, the Retention Incentive paid for that hour shall be increased by the same premium multiplier. The Retention Incentive is not part of regular base wages, and is not included in regular base wages for purposes of Article XXVII of this Agreement or for retirement plan calculations.

## **ARTICLE XXVIII 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 insurance coverage and

employer contributions to long-term disability insurance coverage as all regular full-time non-bargaining unit employees at the College under the College's Designated Plan.

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

Each full-time employee covered by this Agreement shall be entitled to the same retirement plan as all regular full-time non-bargaining unit employees at the College under the College's Designated Plan.

The maximum College contribution for retirement plan of each full-time employee covered by this Agreement shall be 8.50%.

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

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

**ARTICLE XXXII  
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 XXXIII 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.

Nothing in this Article is intended to imply or infer that the Union or its membership has heretofore acted in a manner contrary to the provisions of this paragraph.

The College 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 XXXIV 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 XXXV 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 XXXVI 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 College 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 XXXVII EFFECTIVE DATE, DURATION, AND RE-OPENER PROVISIONS**

This Agreement shall be effective as of July 1, 2018, and remain in effect through June 30, 2021, and thereafter, until superseded by further action of the College's Board of Governors. It shall be the College'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 College 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 XXXVIII ENSUING YEAR

Nothing herein contained shall be construed to prohibit or discourage the representatives of the College and the Union from meeting and conferring prior to July 1, 2021, in respect to the ensuing fiscal year (2021-2022) 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. 763, International Brotherhood of Electrical Workers, 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 XXXVIII, inclusive, and Appendices A and B, pursuant to authorization by vote of the bargaining unit employees duly taken on the 4<sup>th</sup> day of November, 2019, and by vote of said College Area's duly elected Board of Governors made in regular session on the 19<sup>th</sup> day of November, 2019.

EXECUTED at Omaha, Nebraska, this \_\_\_\_\_ day of November, 2019.

THE METROPOLITAN COMMUNITY COLLEGE AREA

By: \_\_\_\_\_

President

LOCAL UNION NO. 763,  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

By: \_\_\_\_\_

Business Manager

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

**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. 763, International Brotherhood of Electrical Workers, 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: \_\_\_\_\_



**Appendix B  
To Agreement**

**GRIEVANCE FORM**

**INITIATION OF LEVEL ONE:**

I \_\_\_\_\_ am initiating the grievance process. My grievance is based on the following issue: (include date of occurrences(s) and state exactly which provision(s) of the Agreement, Board Policy or Procedures Memorandum has been violated.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ I request initiation of informal discussion  
\_\_\_\_\_ I request initiation of a formal process (Filled out below)

\_\_\_\_\_  
(Employee Name)

\_\_\_\_\_  
(Date)

I \_\_\_\_\_ received this form on \_\_\_\_\_  
(print) (Date)

\_\_\_\_\_  
(Supervisor Signature)

\_\_\_\_\_  
(Date)

**OUTCOME OF INFORMAL**

[ ] Final Informal Discussion Occurred on \_\_\_\_\_ ; or  
(Date)

[ ] Supervisor & Employee Agreed to Initiate Formal Process (Skipped informal); or

[ ] Supervisor & Employee Agree on Resolution on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
EMPLOYEE DATE

\_\_\_\_\_  
SUPERVISOR DATE

**OUTCOME OF FORMAL (WRITTEN)**

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date submitted

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date received

- Resolved  
 Not Resolved

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**INITIATION OF LEVEL TWO**

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date submitted

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Date received

- Resolved  
 Not Resolved

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**ARBITRATION REQUESTED – LEVEL THREE**

- Yes  
 No

\_\_\_\_\_  
Union

\_\_\_\_\_  
Date submitted

\_\_\_\_\_  
College President

\_\_\_\_\_  
Date received

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**ARBITRATION RESULT RECEIVED**

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Date received

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date received