

**Metropolitan Community College
Fraternal Order of Police Lodge #76**

Union Contract

**July 01, 2016
Through
June 30, 2019**

**METROPOLITAN COMMUNITY
COLLEGE**

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PREAMBLE

This Agreement is by and between **the Metropolitan Community College Area**, a body corporate and political subdivision of the State of Nebraska, and **Fraternal Order of Police, Lodge No. 76**.

This Agreement has been entered into between the Metropolitan Community College Area hereafter referred to as the “College” or the “Employer”, and Fraternal Order of Police, Lodge No. 76, 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 June 27, 2011, the College recognizes the Union as the exclusive collective bargaining representative for the Police and Public Safety Unit of employees of the College, which bargaining unit of employees is defined as follows:

Regular full-time and regular part-time police and public safety officers, and supervisors, but excluding managerial, confidential and administrative employees, as defined by law, in the Police Department/Department of Public Safety of the College.

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, gender identity, transgender status, marital status, age, pregnancy, citizenship, disability, military service or protected veteran status 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 College's Chief of Police, 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 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 employees' 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, 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 President for a period of time not to exceed one College academic quarter. The College's Board of Governors 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, the Director of Labor Relations/General Counsel 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.

The management of the day-to-day College Public Safety/Police services, facilities and personnel, and the direction thereof, including, but not limited to, the right to: (a) hire, assign, evaluate, suspend, lay-off, transfer, promote and demote, discipline or discharge employees; (b) make rules of work, procedure and conduct; (c) maintain order, safety and efficiency; (d) determine the size of the Public Safety/Police Department staff and supervisory staff; (e) establish and define job classifications; (f) establish, change, reorganize or eliminate departments; (g) determine the policies affecting selection of employees; (h) determine and enforce standards of professional quality in performance of job duties; (i) allocate work; (j) determine and assign work schedules and shifts; (k) introduce new and improved methods for the management of College's properties; (l) determine the content and extent of Officer performance appraisal and development programs; and, (m) direct, plan, develop, manage, integrate, coordinate and control all aspects of Public Safety/Police Department services will all be vested exclusively in the College.

All promulgated rules, regulations and procedures of the College, to include the Police Officers' Bill of Rights set forth in Article V-A, now in force or which may hereafter be

adopted by the College, will be observed by all employees covered by this Agreement. The College will not adopt or enforce any rule or regulation against employees covered by this Agreement which is in direct conflict with this Agreement.

It is agreed that the above enumeration of management prerogatives will not be deemed to exclude any others. The College will have and retain all powers and authority not specifically abridged, delegated or limited by this Agreement.

The Chief of Police has the prerogative of appointing Public Safety Officers/Supervisors and Police Officers/Sergeants from within the existing ranks of the Public Safety/Police Department, only when current qualified staff exists. The Chief of Police also retains the prerogative to remove any Police Officer, Police Sergeant and/or Public Safety Supervisor from his/her position and demote the employee to the next lower job classification, with seniority based upon management recommendation.

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 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 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 must be approved by the Director of Labor Relations/General Counsel, or his or her 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 therefore.

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 who are involved, witnesses, and the College'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 College 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 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.

ARTICLE V-A MCC POLICE OFFICERS' BILL OF RIGHTS

All **sworn employees** within the bargaining unit shall be entitled to the protection of this "Police Officers' Bill of Rights" in connection with any investigation in which criminal conduct by the employee is known or suspected.

- A. The Police Department and its employees will not solicit any formal citizen complaint against an officer. Solicitation shall not be construed to mean any follow-up of a citizen's complaint. This shall not apply to College employees who are not part of the Police Department who are involved in the investigation of a complaint from the public of employee misconduct.
- B. An employee shall not be subjected to any offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated in any other manner. No promises or rewards shall be made to the employee as any inducement to answer questions.
- C. Prior to questioning or interrogation regarding an internal matter, questions relating to performance of your official duties or fitness for duty you will receive the following warning: "You are being interviewed in connection with a citizen complaint or internal investigation. You are ordered to answer all questions posed to you by the interviewer(s). If you refuse to testify or to answer questions relating to performance of your official duties or fitness for duty you will be subjected to departmental charges which could result in disciplinary action, up to and including your dismissal from the department. Your responses will assist in determining whether disciplinary action is warranted. The answers furnished may be used in disciplinary proceedings that can result in administrative action against the employee."

- D. All employees are entitled to all rights and privileges guaranteed by the laws and Constitution of the United States, including the right not to be compelled to incriminate themselves.
- E. The interview shall be conducted at a reasonable hour, and if conducted during off-duty time, the accused employee shall be compensated in accordance with overtime procedures.
- F. The accused employee shall be informed prior to the interview of the name and rank of the person in charge of the interview, the interviewing Officers, and all other persons to be present during the interview. Questions directed to the employee during the interview shall be asked by only one interviewer at a time.
- G. The interview session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The accused employee shall be allowed to attend to his/her own personal physical necessities, telephone calls, and rest periods, during one ten (10) minute intermission every hour.
- H. Unless agreed to by the accused employee, the College shall not divulge the reason for any disciplinary action that is not appealed beyond the Department. The College shall make every reasonable effort to ensure that no employee's home address, home telephone number or photograph is released to the news media or to the public. Nothing in this section shall affect the rights of the public or news media to information obtainable from the College pursuant to Nebraska open meetings or public records laws.
- I. The above shall not be construed to restrict management rights to speak with or question employees on verbal, formal or informal complaints, or citizen's complaints when criminal conduct by the employee is not known or suspected. Nor shall it restrict internal investigations brought about by shift supervisors or other departmental or College management or administration. However, should investigation uncover facts that may lead to investigation of suspected criminal misconduct by the employee the procedure set forth shall be followed.

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/direct deposits 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 Steward of new bargaining unit employees.

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 Police and Public Safety 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 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 jury/election duty, or when released from jury/election duty early, 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. All Leave must be submitted by the employee and approved 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.

Effective July 1, 2016 (Implementation Date), the maximum amount of annual leave that bargaining unit employees may accumulate will be 280 hours. Once an employee accumulates 280 hours he or she will not accrue any additional annual leave until their balance drops below 280 hours. Prior to implementation of the 280 hour limitation on accrual of annual leave the College will provide a mechanism for employees with more than 250 hours to get to 250 hours of accrued leave, including, but not limited to, forcing employees to use annual leave. If on July 1, 2016, any employee's leave balance remains above 250 hours, those hours above 250 will be subject to a one-time buy back by the College at the employee's hourly rate as of June 30, 2016. Any delay in the Implementation Date will also delay the one-time buy back date accordingly.

ARTICLE XI HOURS OF WORK FOR REGULAR FULL-TIME EMPLOYEES

The Chief of Police or his or her designee, hereafter referred to as "Management", may make temporary or permanent changes to shifts as set forth below. Management shall set the hours of work and days of work in a manner that serves the College's needs.

Temporary Changes to Hours:

Management may make temporary changes to any non-vacant shift location and/or shift working hours/days. Management shall give the affected employee(s) five (5) calendar days' notice prior to any temporary shift change under this Article. In emergency situations where the need for the temporary change was not reasonably foreseeable, employees may be called into work pursuant to the call-in provisions of this Article without five (5) calendar days' notice.

For purposes of this Article, a "temporary change" shall mean any change of thirty (30) consecutive Calendar days or less.

Permanent Changes to Shift and/or Location Assignment:

Management may make permanent changes to the shift location and/or the shift's normal working hours/day(s) for any vacant position, prior to bidding the open shift in accordance with Article XI-A of this Agreement. Management will notify the Union of any such changes.

If Management makes a permanent change to the shift location, the shift beginning time, or the shift ending time of any non-vacant shift, Management shall re-bid all shifts within that classification, allowing all employees within that classification covered by this Agreement to bid for all existing shifts in accordance with Article XI-A of this Agreement. Any such bidding shall be accomplished by asking each employee to list his/her first choice of shift, second choice of shift, etc.

For purposes of this Article, a “permanent change” shall mean any change of more than thirty (30) consecutive Calendar days.

Voluntary Shift Exchanges:

With the prior approval of Management, members of this bargaining unit may temporarily (until the next scheduled shift bid) exchange shifts within classification upon the agreement of all directly affected employees. Any such agreement must be in writing signed by the affected employees and filed with Management.

Overtime:

Non-sworn employees shall be paid at one and one-half times their hourly rate of pay for hours worked in excess of forty (40) per week. The following will be included as hours worked for calculation of overtime: annual leave, holidays, actual time spent appearing in court, jury duty/election duty and bereavement leave. Sick leave is excluded from the calculation of overtime.

Sworn employees shall be paid at one and one-half times their hourly rate of pay for hours worked in excess of 80 in an established two (2) week work period. The following will be included as hours worked for calculation of overtime: annual leave, holidays, actual time spent in court, jury duty/election duty and bereavement leave. Sick leave is excluded from the calculation of overtime.

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.

Court Appearances:

Bargaining unit members who are subpoenaed or directed into court on matters involving work related activities, during off-duty hours, shall be compensated at their regular rate of pay for a minimum of four (4) hours. Only time that is actually spent appearing in court will be counted towards overtime.

College Holidays:

A non-exempt employee required to work on an approved College holiday shall receive holiday pay at the rate of two (2) times the employee’s base hourly pay rate for a minimum of two (2) hours or for the actual hours worked if more than two (2) hours on the holiday (prorated for part-time regular employees). This extra pay for working on a holiday is earned regardless of whether the employee works in excess of forty (40) hours during the holiday week. At the option of the College, this holiday pay rate will be provided in either pay or compensatory time-off.

Alternate Holiday: When a College-approved holiday falls on an employee's normal "weekend" or "days off" (based on the employee's regular schedule), the employee should be assigned an alternate holiday as close as possible to the College-approved holiday, preferably within the same pay period.

ARTICLE XI-A SENIORITY AND BID PROCEDURES FOR CHANGE OF LOCATION OR SHIFT FOR REGULAR FULL-TIME EMPLOYEES

Section 1. Seniority

COLLEGE SENIORITY – Total months of the individual's current continuous uninterrupted employment with the College.

CLASSIFICATION SENIORITY – The current continuous months of uninterrupted service in the individual's job classification. No department specific sub-classification of any recognized classification will be used to discriminate or retard the accrual of seniority.

A Department seniority list will be maintained in each of the Supervisors' offices and shall be made available to employees to view at any reasonable time, upon request. The list shall be updated semiannually and contain each employees' name, College Seniority date and Classification Seniority date. A copy of the seniority list shall be furnished to a bargaining unit representative upon completion.

If two or more employees have the same Classification Seniority date, the tie shall be broken by the College Seniority date.

If two or more employees have the same Classification and College Seniority dates, the employees' placement on the hire list, as determined by the Chief of Police, shall break the tie.

Section 2. Bid Procedures

- A. When Management determines that a full-time opening exists at the Fort Omaha Campus, the South Omaha Campus or the Elkhorn Valley Campus, Management will notify all bargaining unit employees who are eligible to bid on the position of the opening via College electronic mail. Employees who are interested in the opening shall reply to Management's notification via College electronic mail within 96 hours of the time and date of the notification. The reply will denote the employee's interest in the opening and will constitute his or her bid for the position. In the event more than one opening exists, and an employee bids on more than one opening, the employee will prioritize their bids.
- B. The senior-most bidding employee who has the ability to do the job, as determined in the sole judgment of Management, will be awarded the position.

- C. If after the bidding procedures set out in subsections A and B of this section are exhausted the position remains unfilled, Management may fill the position from outside the bargaining unit.
- D. Employees who are serving in their initial or extended new hire orientation period and those who are on disciplinary probation are not eligible to bid for change of location or shift under subsections A and E of this section.
- E. Bargaining unit employees, except Police Sergeants and Public Safety Supervisors, shall be given the opportunity to bid on shift and location every six (6) months, regardless of whether or not there is a position vacancy. Bidding under this subsection will be conducted in the same manner as bidding under subsections A and B of this section. Employees' new shift and/or location under this paragraph shall be effective on the first day of the pay period immediately following the shift/location bid.

ARTICLE XII UNIFORMS & EQUIPMENT

Section 1. Uniforms and Maintenance. The College will continue to furnish and maintain all uniforms, parts and leather gear which have been furnished in the past. Each employee is responsible for the maintenance of issued uniforms. Maintenance includes cleaning, alterations (except for excessive weight gain or loss) and repairs.

Section 2. Uniform Replacement. Uniform parts which are damaged, or otherwise rendered unusable in the line of duty will be replaced by the College at no cost to the member unless as provided in Section 3. Requests for replacement of damaged uniform parts will be submitted in writing to the Chief of Police or his or her designee for approval. Such requests will include a statement of the circumstances leading to the damage and submission of the damaged item.

Section 3. Negligence. An item of uniform, leather gear or equipment issued or assigned to a bargaining unit member which is damaged, destroyed, or lost through negligence of the member shall be replaced or repaired at the member's expense, but in an amount not to exceed \$300.00 unless there is evidence of gross negligence. College Police vehicles are excluded from this provision.

Section 4. Firearms. Officers shall carry their own pistols and shall only use .38/357 caliber, 9 mm, .40 caliber, or .45 caliber pistols. Such pistols must be approved by the Chief.

All expenses involved in the purchase, maintenance and repair of privately owned duty pistols will be incurred by the officer. Pistols approved for duty are Smith & Wesson, Glock, Heckler & Koch, Springfield XD and Beretta, with high capacity magazines, standard white dot or Tritium dot sights.

Section 5. Uniform and Equipment Allowance. Bargaining unit employees will receive a \$300.00 annual uniform and equipment allowance for the purchase of management-approved optional equipment and upgraded uniforms. Items eligible are subject to approval by the Chief of Police or his or her designee. Bargaining unit employees may not carry over unspent uniform and equipment allowance funds from year to year and may not receive unspent allowance funds as cash or other payout.

ARTICLE XIII 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 employees in this bargaining unit shall, however, be laid off or terminated as a result of the College's contracting out of work.

ARTICLE XIV LAYOFFS

Bargaining unit employees who are laid off on account of curtailment of work will be recalled and offered re-employment, in the reverse order of layoff, if within one year of their layoff the College seeks to hire new employees in the affected classification.

ARTICLE XV CERTIFICATION & TRAINING

The College shall pay for the necessary training and certification fees for the following initial certification or renewal of certification:

<u>Position</u>	<u>Certification</u>
Public Safety Officer/Supervisor	1) City of Omaha Handgun Safety Course and Carry Permit 2) CPR/First Aid/AED Certification 3) PPCT 4) Annual Firearms Qualification
Police Officer	1) NLETC basic certification 2) Reactivation or Reciprocity Certification 3) CPR/First Aid/AED Certification 4) PPCT 5) Annual Firearms Qualification 6) All certifications required to maintain "active" state law enforcement status
Police Sergeant	1) NLETC Supervision/Management certifications

- 2) CPR/First Aid/AED Certification
- 3) PPCT
- 4) Annual Firearms Qualification
- 5) All certifications required to maintain “active” state law enforcement status

ARTICLE XVI CALL-IN PROCEDURE FOR REGULAR FULL-TIME EMPLOYEES

Except as otherwise stated in this Article, all bargaining unit employees shall be paid a minimum one (1) hour or actual time worked at one and one-half (1.5) times his/her regular rate of pay for work performed while not on regularly scheduled work time to perform work-related duties without physically reporting to work.

Except as otherwise stated in this Article, when an employee is called in to physically report 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 physically report 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. It is understood that employees who are called in to work pursuant to this paragraph may be required to work for any time period required by the College, not just to complete the specific job that necessitated the call-in.

The call-in provisions in this Article shall not apply when an employee is required to attend training during a time that they are off duty and they have been given at least forty eight (48) hours’ notice that they will be required to attend such training. When an employee has been provided with at least forty eight (48) hours’ notice of said required training they will be paid their regular wage for actual time spent in training and will not be paid for travel time. When an employee has been given less than forty eight (48) hours’ notice of said training they will be paid in accord with the regular call-in pay provisions in this Article. Notice of training will be given to employees via their College email account. Employees are expected to check their College email account regularly.

ARTICLE XVII INCLEMENT WEATHER CLOSING

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

provisions under Article XVI of this Agreement shall not be in effect during periods when the College is closed due to inclement weather.

ARTICLE XVIII HEALTH AND SAFETY

1. The Employer shall provide and maintain a safe and healthy workplace and, in cooperation with the Union, will provide programs, training, and systems which seek to prevent and eliminate workplace injuries and illnesses.
2. An employee's refusal to perform work which is in violation of established health and safety rules or any local, state, or federal health and safety law shall not warrant disciplinary action.
3. The Employer will furnish and repair or replace, at its expense, all personal protective equipment deemed by the Employer necessary for covered employees to safely perform their assigned duties.
4. The College will create a permanent position on the College-Wide Health and Safety Committee to be filled by a bargaining unit member, chosen by the unit.

ARTICLE XIX HOLIDAY SCHEDULE

Bargaining unit employees shall be entitled to 12 or 13 Holidays per year, as designated by the Board of Governors. The number of approved College holidays and the actual date(s) each holiday is observed varies each year, as approved by the College Board of Governors (Refer to Procedures Memorandum VII-19). Normally scheduled Holidays include the observations of Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Recess that includes the Friday following, and Christmas Recess that consists of either 6 or 7 continuous business days and includes both Christmas Day and New Year's Day.

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. 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 by or contributed to 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, injury or health/dental care of a member of the employee's "immediate family" living in the household of the employee, such as father, mother, dependent child or stepchild, 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 hourly 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:

Age +	Length of Service =	Percentage of Payout
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

Employees shall be entitled to Bereavement Leave in accordance with Procedures Memorandum VI-13. If the College makes any changes to Procedure Memorandum VI-13 with respect to Bereavement Leave during the term of this Agreement, the Union may, in its sole discretion, accept or reject said changes on behalf of its members.

**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.

**ARTICLE XXIII
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 XXIV
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 XXV
CASH-IN-LIEU-OF HEALTH INSURANCE**

Effective July 1, 2016, 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 July 1, 2016, 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 July 1, 2016, 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 \$.5769 per hour), instead of receiving CILO as a separate line item on their pay advice. This will be in addition to any wage increase negotiated between the College and the bargaining unit. Bargaining unit employees who did not receive CILO as of July 1, 2016, 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 XXVI WAGE RATES

HOURLY WAGES:

Throughout the term of this Agreement, wage rates for bargaining unit employees shall be calculated as follows:

The entry rate for Public Safety Officers and Public Safety Supervisors shall be 80% of the midpoint for the respective position, except, at the sole discretion of the Chief of Police and the College Department of Human Resources, based on the individual's prior knowledge and experience, the entry rate for Public Safety Officers and Public Safety Supervisors may be 85% of the midpoint for the respective position.

The entry rate for Police Officers who are certified as Nebraska law enforcement officers at the time they are hired, and Police Sergeants who are certified as police supervisors at the time they are hired, shall be 85% of the midpoint for the respective position.

The entry rate for individuals hired as Police Officers who are not yet Nebraska Law Enforcement Training Center (NLETC) certified as Nebraska law enforcement officers, and individuals hired as Police Sergeants who are not yet NLETC certified as a police supervisor, shall be 80% of the midpoint for the respective position. Upon gaining certification, Police Officers and Police Sergeants shall move to 85% of the midpoint for the respective position.

The entry rate for newly hired Police Officers or Police Sergeants who have previously been certified as a Nebraska law enforcement officer or supervisor, but who are not certified at the time they are hired by the College, shall be 80% of the midpoint for the respective position. Upon (re)gaining certification for the position for which they were hired, Police Officers and Police Sergeants shall move to 85% of the midpoint for the respective position.

All bargaining unit employees shall move to 90% of the midpoint for their respective position upon completion of 1 year of continuous uninterrupted of service in their position, to 95% of the midpoint for their respective position upon completion of 2 years of continuous uninterrupted of service in their position, and to 100% of the midpoint for their respective position upon completion of 3 years of continuous uninterrupted of service in their position. Bargaining unit employees shall be given credit for prior continuous uninterrupted service immediately preceding the effective date of this Agreement in determining their placement on the pay scale pursuant to this Article.

MIDPOINT CALCULATION

Throughout the term of this Agreement, the midpoint of the wage scale on the pay rate schedule for FOP #76 for bargaining unit employees shall be calculated as follows:

2016-17: The midpoint shall increase by 5% from the 2015-16 midpoints for bargaining unit employees' respective positions.

2017-18: The midpoint shall increase by 4% over 2016-17.

2018-19: The midpoint shall increase by 4% over 2017-18.

		LAW ENFORCEMENT PAY RATE SCHEDULE 2016-19							
		2015-16		2016-17		2017-18		2018-19	
		Minimum	Midpoint	Minimum	Midpoint	Minimum	Midpoint	Minimum	Midpoint
Public Safety Officer									
80%		\$ 14.89	\$ 18.61	\$ 15.63	\$ 19.54	\$ 16.26	\$ 20.32	\$ 16.90	\$ 21.13
84%		\$ 15.63		na	na	na	na	na	na
85%				\$ 16.61		\$ 17.27		\$ 17.96	
88%	After 1 year MCC service	\$ 16.38		na	na	na	na	na	na
90%	After 1 year MCC Service			\$ 17.59		\$ 18.29		\$ 19.02	
95%	After 2 years MCC Service			\$ 18.56		\$ 19.30		\$ 20.07	
100%	After 3 years MCC Service			\$ 19.54		\$ 20.32		\$ 21.13	
Police Officer									
80%	Needs NLETC Certification	\$ 17.07	\$ 21.34	\$ 17.93	\$ 22.41	\$ 18.65	\$ 23.31	\$ 19.39	\$ 24.24
84%	NLETC Certified	\$ 17.92		na	na	na	na	na	na
85%	NLETC Certified			\$ 19.05		\$ 19.81		\$ 20.60	
88%	After 1 year MCC service	\$ 18.78		na	na	na	na	na	na
90%	After 1 year MCC Service			\$ 20.17		\$ 20.98		\$ 21.82	
95%	After 2 years MCC Service			\$ 21.29		\$ 22.14		\$ 23.03	
100%	After 3 years MCC Service			\$ 22.41		\$ 23.31		\$ 24.24	
Public Safety Supervisor									
80%		\$ 17.70	\$ 22.13	\$ 18.59	\$ 23.24	\$ 19.34	\$ 24.17	\$ 20.11	\$ 25.14
84%		\$ 18.59		na	na	na	na	na	na
85%				\$ 19.75		\$ 20.54		\$ 21.37	
88%	After 1 year MCC service	\$ 19.47		na	na	na	na	na	na
90%	After 1 year MCC Service			\$ 20.92		\$ 21.75		\$ 22.63	
95%	After 2 years MCC Service			\$ 22.08		\$ 22.96		\$ 23.88	
100%	After 3 years MCC Service			\$ 23.24		\$ 24.17		\$ 25.14	
Police Sergeant									
80%	Needs NLETC Certification	\$ 21.70	\$ 27.12	\$ 22.78	\$ 28.48	\$ 23.70	\$ 29.62	\$ 24.64	\$ 30.80
84%	NLETC Certified	\$ 22.78		na	na	na	na	na	na
85%	NLETC Certified			\$ 24.21		\$ 25.18		\$ 26.18	
88%	After 1 year MCC service	\$ 23.86		na	na	na	na	na	na
90%	After 1 year MCC Service			\$ 25.63		\$ 26.66		\$ 27.72	
95%	After 2 years MCC Service			\$ 27.06		\$ 28.14		\$ 29.26	
100%	After 3 years MCC Service			\$ 28.48		\$ 29.62		\$ 30.80	

SHIFT DIFFERENTIAL

Beginning July 1, 2014, all bargaining unit employees will be eligible to receive shift differential of \$0.25 per hour for hours worked between 6:00 p.m. and 6:00 a.m.

LONGEVITY PAY

Beginning July 1, 2014, the College will pay longevity pay to bargaining unit employees as is outlined immediately below:

Bargaining unit employees will receive a \$0.25 per hour increase to their base wage on July 1 following completion of their fifth (5th) full year of continuous uninterrupted employment in the department.

Bargaining unit employees will receive a \$0.50 per hour increase to their base wage on July 1 following completion of their tenth (10th) full year of continuous uninterrupted employment in the department.

Bargaining unit employees will receive a \$0.75 per hour increase to their base wage on July 1 following completion of their fifteenth (15th) full year of continuous uninterrupted employment in the department.

Longevity pay paid pursuant to this section will be included as part of the employees' regular wages and will be included in calculation of overtime, call-in pay, holiday pay, and for purposes of contributing to the College's retirement plan.

BI-WEEKLY PAY

The College shall continue its bi-weekly (occurring once every two weeks) payroll system, which consists of twenty six (26) pay periods annually, for all bargaining unit employees.

ARTICLE XXVII RETIREMENT PLAN FOR REGULAR FULL-TIME EMPLOYEES

Participation in the College's Retirement Plan is mandatory for regular full-time employee's immediately upon hire. Eligible employees must contribute a minimum of 2%, but may elect to contribute 3%, 4%, 5%, 6%, 6½%, 7%, 7½%, 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 XXVIII PAYFLEX FLEXIBLE SPENDING ACCOUNTS FOR REGULAR FULL-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 XXIX
TUITION WAIVER
FOR REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES**

All regular full-time and regular part-time employees in this bargaining unit shall receive tuition waiver and dependent tuition waiver benefits in the same manner and under the same restrictions as non-bargaining unit employees at the College.

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

All regular full-time and regular part-time employees in this bargaining unit shall receive education assistance benefits in the same manner and under the same restrictions as non-bargaining unit employees at the College.

**ARTICLE XXXI
REGULAR PART-TIME EMPLOYEES**

Employees who are employed on a continuous basis in an approved position within 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 XXXII
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 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; 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 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 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.

In addition to all other legal or equitable remedies the College, may have, there shall be the following sanctions for violation of this Article:

- 1) Any employee violating this Article may be subject to discipline up to and including termination by the College.
- 2) If the Union violates this Article, the College may withdraw from the Union any and all rights, privileges or services provided to the Union by this Agreement.

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 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.

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 XXXIII ENTIRE AGREEMENT

Except as otherwise stated herein or in incorporated documents, this Agreement shall supersede any and all existing or prior verbal or written rules, regulations, resolutions and policy statements of the College Board of Governors (Board) or College, and all existing and prior customs, practices and alleged past practices of the Board or College in regard to the subject matter hereof which may be contrary or inconsistent with the terms hereof and this Agreement shall constitute the Board's entire policy with regard to employees covered hereby insofar as concerns wages, hours and other matters which are 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, except to the extent that such action shall be contrary to the specific terms of this Agreement.

**ARTICLE XXXIV
MANDATORY/PERMISSIVE NATURE OF ISSUES PRESERVED**

The mandatory or permissive nature of any subject, matter or issue included in or treated in this Agreement is fully preserved and the question as to whether same is a mandatory or permissive subject of bargaining shall be determined by law without regard to and totally apart from its inclusion herein. The inclusion of any subject, matter or issue herein shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or be deemed a waiver of the College Board of Governors' management prerogative or right in respect thereto.

**ARTICLE XXXV
CHANGES MADE DURING TERM HEREOF TO BE THROUGH
NEGOTIATION**

The provisions of this Agreement were approved by the College's Board of Governors, following negotiations 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 with the Union.

**ARTICLE XXXVI
CONFLICT AND SAVINGS CLAUSE**

If any state, federal or local legislation, governmental regulation, or 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 XXXVII
EFFECTIVE DATE AND DURATION,**

This Agreement shall be effective as of July 1, 2016 and shall continue and remain in effect through June 30, 2019, and thereafter, until superseded by further action of the College 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, 2019, 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 XXXVIII 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, 2019 in respect to the ensuing fiscal year (2019-20) or subsequent years.

APPROVAL OF PARTIES

The undersigned Metropolitan Community College Area, a body corporate and a political subdivision of the State of Nebraska, and the Fraternal Order of Police Lodge #76, the exclusive bargaining agent for the College's employees covered by this Agreement, do by their respective representatives execute this Agreement, consisting of Articles I through XXXVIII and Appendix A, inclusive, pursuant to authorization by vote of the bargaining unit employees duly taken on the 16 day of June, 2016, and by vote of said College's duly elected Board of Governors made in regular session on the 28th day of June, 2016.

EXECUTED at Omaha, Nebraska, this 12 day of ~~August~~ ^{September}, 2016.

THE METROPOLITAN COMMUNITY COLLEGE AREA

By: Randy Schmitz 9-12-16
President

FRATERNAL ORDER OF POLICE LODGE #76

By: Joe Bell
Chief Negotiator

