

NEGOTIATED AGREEMENT

FOR THE

CONTRACT YEARS

2009-2010 and 2010-2011

BY AND BETWEEN

CENTRAL COMMUNITY COLLEGE EDUCATION ASSOCIATION

AND

CENTRAL COMMUNITY COLLEGE BOARD OF GOVERNORS

Ratified by CCCEA on

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\_\_\_\_\_  
CCCEA PRESIDENT

Ratified by Board of Governors on

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SECRETARY

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A R T I C L E I

COMPENSATION:

- A. The Central Community College Education Association, in affiliation with the Nebraska State Education Association, is the recognized representative of the full-time faculty as a whole for negotiation purposes.

Faculty are those fulltime teaching employees of Central Community College, contracted for a minimum 175 days, whose primary responsibilities are:

1. The organization and management of the classroom or physical area in which the learning experience of students takes place;
2. The assessment and diagnosis of individual educational needs of students;
3. The planning, selecting, organizing, prescribing and directing of the learning experiences of students;
4. The planning of teaching strategies and selection of available materials and equipment to be used; and
5. The evaluating and reporting of students progress, excluding part-time and temporary employees and administrators.

Any additional compensation for instruction in the faculty's content area beyond their base contract length will be paid proportionally according to their base contract salary.

The individual days of faculty members' contracts may be used during the 175 scheduled days to fulfill any of their obligations as faculty, as defined in their job descriptions and this section of the agreement.

For the contract year 2009-2010, Faculty who continue to be employed, shall have their contracts extended and salary adjusted as follows:

2008-2009 Annual Salary Plus 1.83% and \$890.00 = 2009-2010

For the contract year 2010-2011, Faculty who continue to be employed, shall have their contracts extended and salary adjusted as follows:

2009-2010 Annual Salary Plus 1.93% and \$973.00 = 2010-2011

A R T I C L E I I

Long-Term Disability:

The College Board will make available a group long-term disability program for faculty and will contribute the single premium. The board retains the right to determine insurance carriers or otherwise provide for coverage. The group plan shall provide contribution to the college sponsored retirement program.

A R T I C L E I I I

Leave for Illness:

Leave with pay for personal illness is not limited to any particular number of days with one exception. If an employee is absent for ninety (90) continuous calendar days for the same or related illness or accident, he/she will receive benefits on the 91<sup>st</sup> day from the long-term disability insurance contract that is currently in force for the college. A maximum of three days per contract year will be allowed to an employee for illness of a Spouse, parents, or dependent children (dependent children is defined in attachment A).

Leave for illness or temporary disability is not intended as earned time off with pay and shall not be granted as such. The college may require proof of illness. Faculty are not compensated for leave for illness upon termination from employment.

Faculty who has been absent for five (5) consecutive days or more shall present a written statement from his/her physician. This statement must be attached to the leave request form. The administration may request a physician's statement for an absence of less than five (5) days or at any time if it appears to the administration the employee's health is questionable. All written physician statements shall indicate illness or injury and shall state if and when the employee is able to return to work. Such medical costs shall be the expense of the employee, other than coverage provided in the college group insurance plan in effect.

Prior to returning to work following five (5) or more days of absence, faculty who have been granted an illness, or temporary disability leave of absence, shall furnish the College President, through written notice, satisfactory medical evidence attesting to ability to return to work at the same or comparable position. During a prolonged illness or temporary disability, the employee and/or physician shall submit, at ten (10) calendar day intervals, a physician's statement regarding the employee's physical condition as it may affect his/her condition to return to work. The college will provide forms for physician's statement.

An apparent abuse of leave for illness or temporary disability policy may be cause for review by the board as a possible cause for dismissal from employment.

The board may postpone the return to duty if it should conclude that the employee's physical or mental condition is such that the return to work on a full-time basis may not be in the best interest of the college.

All faculty, regardless of whether or not the case is covered under the Workmen's Compensation Law, shall follow this procedure.

#### A R T I C L E I V

##### Death Leave:

A maximum of three (3) days with pay, per death of a member of the full-time teaching faculty's immediate family, (immediate family shall be defined as father, mother, spouse, sons and daughters stepsons and stepdaughters, brothers, sisters, stepbrothers, half brothers, stepsisters, half sisters, and any grandparents or grandchildren, including spouse's family as indicated above) and their spouses, may be allowed for death related purposes to include funeral attendance. In instances of extreme need, two additional paid days may be granted with the approval of the College President or his/her designee.

The College President or his/her designee may approve or disapprove such leave and shall determine immediate family.

#### A R T I C L E V

##### Retirement:

The College Board will make available a group retirement plan and will contribute an amount equal to the faculty contribution but shall not exceed eight and one-quarter (8  $\frac{1}{4}$ ) percent of the contract salary, summer session salary, and other assignments that provide instruction to students. In the 2010-2011 contract year, the board contribution will increase to eight and one-half (8  $\frac{1}{2}$ ) percent. The contribution will be deducted from each monthly paycheck. The College Board retains the right to determine trustees or otherwise provide for a retirement plan. Match of contributions will be from the date of employment. Mandatory minimum participation in the first year will be 2%, second year 4%, third year 6%, and fourth year the contract maximum match. Those faculty currently not at an 8  $\frac{1}{4}$ % minimum contribution will be required to participate in 2009-10 at 8  $\frac{1}{4}$ % and in 2010-2011 at 8  $\frac{1}{2}$ %. Faculty who have reached the age of 67 will not be required to

participate in the mandatory minimum contribution.

## A R T I C L E V I

### Sabbatical Leave:

The college recognizes that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken while a faculty member is engaged in full-time service for the college. The college, therefore, recognizes the desirability of sabbatical leave policy as it will be of benefit to both the college and the faculty member.

The purposes of such leave are to provide opportunity to improve the qualifications of the faculty member, the quality of his/her professional performance, and the value of the member's further service to the college. The request for sabbatical leave will set forth, in detail, the plans for the period of absence and the contribution that the planned program should make both to the faculty member and to the college. If such sabbatical leave is granted, the recipient will file a full report with the College President within three (3) months after his/her return.

A member of the faculty will be eligible to request sabbatical leave after completing seven (7) consecutive years of full-time service to Central Community College.

The request for sabbatical and the program plan shall be submitted to the administration no later than January 1 preceding the contract year for which leave is requested. The board reserves the right to accept or reject the requests. In no case shall there be more than two (2) full-time teaching faculty members from the college on sabbatical during any one period of time.

A qualified replacement, if necessary, must be secured in order for sabbatical leave to be granted. The procedure for sabbatical leave may be curtailed if the board determines that the college cannot financially support them in any given year.

Faculty members who have been accepted by the board will receive one-half of their monthly salary for a period of one year or one-half of their monthly salary for a period of one-half year of sabbatical leave. The one-half pay will be remitted to the recipient at one-twelfth of such total amount per month while on sabbatical, beginning with the last day of the month the recipient starts sabbatical and shall terminate the last month of sabbatical. At the option of the sabbatical recipient, health insurance and life insurance could remain in effect through the college plan in accordance with the then current negotiated health and life

insurance articles. All other benefits would cease during the term of sabbatical. All remuneration received by the faculty member on sabbatical for employment, in excess of the regular contract salary, shall be deducted from sabbatical compensation. The recipient's base salary when he/she returns to work shall be the same contracted base salary in effect at the time sabbatical leave was requested by the faculty member and approved by the board, plus any across-the-board raises given while on sabbatical leave.

If an employee involuntarily breaches the sabbatical agreement, then the employee would be returned to regular employment status and all benefits that the employee qualified for would go into effect that were not previously in effect during the sabbatical.

If the employee voluntarily breaches the sabbatical agreement, then such monthly payments shall cease and all previous monthly payments made by the college during the sabbatical shall be repaid to the college by the employee.

The recipient of a sabbatical leave shall sign an affidavit saying that he/she will: (1) return to the college at the same or comparable position for a minimum of two (2) years, or (2) will refund all compensation received from the college in case he/she does not return at the expiration of the leave or does not complete the two-year agreement as stated in the affidavit. The sabbatical policy is not subject to the grievance procedure.

## A R T I C L E V I I

### Use of College Facilities:

Duly authorized representatives of CCCEA shall be permitted to transact official CCCEA business on college property without expense except as provided in this article, provided that such business shall not interfere with or interrupt normal college operations or the responsibilities of faculty members.

The association may hold meetings in college facilities provided that the facilities are available and the Campus President has granted permission. The association may use telephone (excluding long distance), e-mail and intercampus mail for association business, provided this will not interfere or interrupt normal college operations.

CCCEA shall provide its own expendable supplies, including paper, postage, etc.

## A R T I C L E V I I I

### Court Appearance Leave:

Full-time faculty scheduled for jury duty or required to appear as a witness in any court shall be excused from professional responsibilities with pay for such appearances. Fees will be retained by the faculty member. All related expenses will be a responsibility of the faculty member. Such leave shall not be granted with pay for any absence by an employee occasioned by such an appearance if he/she was a party to the action.

## A R T I C L E I X

### Life Insurance:

The board will make available a life insurance program for faculty. Such coverage will be based upon two (2) times the regular contract salary rounded to the next thousand and shall include accidental death coverage based upon four (4) times the regular contract salary rounded to the next thousand. The board agrees to contribute the coverage. The board retains the right to determine insurance carriers or otherwise provide for coverage.

## A R T I C L E X

### Personal Leave:

The College President or President's representative may grant up to three (3) personal leave days with pay per contract period to each full-time teaching faculty member. The purpose for requesting the leave may be requested but cannot be considered grounds upon which the leave is approved or disapproved. The faculty shall state in writing how teaching duties will be covered during their absence; however, personal leave may not be denied if a replacement faculty is not available. Personal leave shall not accumulate more than three (3) days per contract year. Personal days must be requested in writing to the immediate supervisor at least five (5) business days ("business days" is herein this negotiated agreement defined as a day in which the administrative office of this college is open for normal operations) in advance except in the case of an emergency. In the case of denial, an explanation will be provided to the faculty member within three (3) business days. Personal leave days shall be available for purposes of conducting personal business which cannot reasonably be scheduled outside a faculty member's scheduled working time, and except in an emergency, personal leave shall not be granted on grading, assessment, college, cluster or campus-wide in-service activities during non-instructional days or on a day immediately preceding or immediately following a break period. Requests for personal days using the

emergency exception will require a written explanation as to the event that precipitated the leave request.

Personal leave may be requested as one half or full day leaves. If a faculty member is absent from the normal workplace for a full day, then a full day's personal leave will be assessed, regardless of the faculty member's schedule for that day.

The required in-service activities that preclude leave being granted are those activities defined in Article XVIII of this agreement. All leaves, whether recommended for approval or not, will be forwarded to the College President. A final copy will be forwarded to the three CCCEA Campus Presidents.

#### A R T I C L E X I

##### CCCEA Officers and Members:

The president of CCCEA shall furnish the board with a list of the current officers and the certified number of members each year. The college administration will provide an easily accessible electronic version of the negotiated agreement on the college website.

#### A R T I C L E X I I

##### Individual Binding Contract:

Each individual full-time teaching contract represents a mutual agreement binding upon both parties and subject to the terms of the negotiated agreement.

#### A R T I C L E X I I I

##### Grievance Procedure:

(1) Any complaint, disagreement, or difference of opinion between the College and the Association (or any employee covered by this Agreement) concerning the application or interpretation of the terms of this Agreement 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 shall not be subject to this grievance procedure.

(2) A grievance may be presented by any Employee covered by this Agreement or by the Association. 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) business days following the occurrence or when the grievant

became aware of the occurrence giving rise to the grievance.

(3) LEVELS IN THE GRIEVANCE PROCEDURE (Form required - see Attachment B)

(A) 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 Association is initiating the grievance, the initiation of the grievance shall be initiated at LEVEL TWO between the Association's Representative and the College's Human Resources Manager.

(i) 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) business days of the informal discussion. The grievant may skip the INFORMAL DISCUSSION and initiate a grievance through the FORMAL GRIEVANCE.

(ii) FORMAL GRIEVANCE: If the grievance is not satisfactorily resolved within ten (10) business days after 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) business days after the informal decision or after expiration of the time allowed for an informal decision. The grievant's immediate supervisor shall issue a written decision within ten (10) business days after receipt of the formal written grievance.

(B) 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 Human Resources Manager. The grievant must file the written grievance in the office of the College's Human Resources Manager within ten (10) business days after the decision at LEVEL ONE or, if there was no timely decision at LEVEL ONE, within ten (10) business days after the expiration of the time allowed for decision at LEVEL ONE.

(i) Upon receipt of a grievance, the President or his/her designee shall assign deliberation of the grievance to a Grievance Committee made up of three

members.

(ii) The College shall assign the deliberation of the grievance within ten (10) business days after receipt of the LEVEL TWO grievance. The written decision in LEVEL TWO shall be issued within ten (10) business days after the deliberation of the grievance has been assigned.

(C) LEVEL THREE (Arbitration): If the Association 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, the Association may demand arbitration of the grievance on behalf of an employee or on behalf of the Association. Unless otherwise agreed between the parties in writing, the Association shall demand arbitration under this Article by serving a written demand for arbitration on the College's President within ten (10) business days after the Association receives the College's decision on the grievance at LEVEL TWO.

(i) The Association and the College agree to choose the arbitrator from the American Arbitration Association.

(ii) Upon receipt of a demand to arbitrate, the College and Association will contact the above Arbitration Association to determine which are available and willing to serve under an hourly rate set by the Association and the College. The parties shall meet or confer within ten (10) business 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 Association striking the first name in any even numbered year. The last name remaining unstricken shall be the arbitrator.

(iii) The arbitrator's fee shall be divided equally between the Association and the College. The Association 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.

(iv) 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 Association. 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.

(v) 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.

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

(a) 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.

(b) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

(c) 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.

(d) 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.

(vii) 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.

(viii) In recognition of and in consideration for this voluntary arbitration procedure, the Association agrees that they shall not file any lawsuit based upon any alleged breach of this Agreement or seeking the

interpretation or application of this Agreement. However, the Association 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 Association 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.

(ix) 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.

#### (5) MISCELLANEOUS

(A) Representation. At LEVEL TWO 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. At LEVEL THREE of this grievance procedure, the Association may be represented by any individual of its own choosing. Any such representation at LEVELS TWO or THREE shall be at the grievant's or the Association's own expense.

(B) Time Limitations. The following rules shall govern as to time limitations:

(i) Extensions of Time. The time limitations specified for either the grievant or the College may be extended by written mutual agreement.

(ii) 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.

(iii) Effect of Failure to Respond within Time Limit. Failure of the College at any LEVEL of the grievance procedure to respond to the grievant within the specified time limit shall permit the lodging of an appeal to the next LEVEL of the procedure. The grievant shall have ten (10) business days after the expiration

of College's allowed response time to lodge an appeal to the next LEVEL.

(iv) Documents, Statements or Items Missing from Grievance or Appeal. At LEVELS ONE, 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 request the grievant to provide the missing document, statement or item to the official. If the grievant unreasonably fails to provide the document, statement or item to the official within four (4) business 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/her decision on the grievance or appeal shall be extended by four (4) business 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. The grievant may request documents under the provisions of Nebraska Public Records laws, Neb. Rev. Stat. §§ 84-712 et. seq.

(C) 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 LEVEL of the procedure. In circumstances where a critical 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.

(D) Business Day Defined. For purposes of this Article, a "business day" is defined as a day in which the administrative office of this college is open for normal operations).

(E) 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.

(F) 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).

(G) 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 ten business days following the last day of his/her hospitalization.

(H) Immediate Supervisor Designees. During such times as any immediate supervisor is unable or unwilling to perform his/her duties under this grievance procedure, the immediate supervisor, or the Campus President may designate someone of equivalent or higher managerial level in the immediate supervisor's place to do all things required to be performed by him/her under this grievance procedure.

(I) Costs. The grievant/Association 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/Association shall have no liability in respect thereto.

(J) Grievance Form. At every LEVEL, the grievant and management's representative shall complete the Grievance Form, attached hereto, marked Appendix E. 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.

(K) Grievance Recitations: At all grievance LEVELS, a grievant shall include and recite:

- (i) A clear and concise statement of the grievance, including the circumstances, the persons involved, and the date of the occurrence(s) giving rise to the grievance;
- (ii) The date of previous LEVELS in the grievance procedure;
- (iii) A summary of the decision(s) rendered at previous LEVELS in the grievance procedure;
- (iv) A reference to the specific provision(s) of this

Agreement allegedly violated or involved; and  
(v) The specific remedy sought by the grievant.

(L) 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/she believes may be helpful in understanding or resolving the grievance.

#### A R T I C L E X I V

##### Management Rights:

It is agreed by and between parties hereto that those items resolved by negotiations represent the sole and exclusive understanding by and between the parties relative to wages, hours, days, modes of instruction, and conditions of employment existing during the negotiated period. The parties recognize the right of management to conduct the business of the employer and to direct their working force, and the employer, subject only to the express terms and conditions hereof, shall have and does hereby expressly reserve the right to determine all issues relating to wages, hours, days, modes of instruction, and conditions of employment not expressly resolved by negotiations including, but not limited to, the right to fire and lay-off faculty, to classify, assign, transfer, and promote them, to discipline or discharge them for cause, and in general, to maintain order and efficiency. The employer reserves the right to publish reasonable rules and regulations from time to time as it may deem necessary and appropriate for the conduct of its business and may do so provided only that the same are not inconsistent with the express terms as resolved by negotiations. The board reserves the right to amend the monetary items within this agreement if, in the event, funding is not available for such. Once executed, those items resolved or unresolved by negotiations shall not be renegotiated or reopened with respect to any subject or any term or condition of employment including, but not limited to, wages, hours, days, modes of instruction, and conditions of employment of the bargaining unit except by mutual consent of the parties involved. If such mutual consent is not gained, then this shall be considered final remedy for reopening, and renegotiations shall not take place.

#### A R T I C L E X V

##### Health Insurance:

The board will make available a group health and dental insurance program and contribute the full family premium for each full-time teaching faculty member with family coverage and the single premium

for each full-time teaching faculty member with single coverage. The board retains the right to determine insurance carriers and will make all reasonable effort to maintain coverage.

Those faculty members who do not elect family coverage and continue single coverage, or are covered by a spouse who is employed by the college, will receive \$4,200 for each contract year covered by this agreement. Payments shall be in 12 equal installments of \$350 over the contract year. Dates for the open enrollment period for the selection of coverage will be published within the college web site. In the event that a major life change takes place requiring a change in coverage, repayment of the benefit shall be prorated for the remainder of the period. Faculty hired during the contract year or faculty who become eligible because of a major life change shall be eligible for payment, payment shall be prorated. By October 15th, a list of all faculty who are eligible for payment under the SILO provision, shall be forwarded to the CCCEA College Association President.

#### A R T I C L E X V I

##### Dues Deduction:

The College Board hereby agrees to the following procedure for the deduction and remittance of CCCEA membership dues:

During the term of this agreement, the college board agrees to deduct CCCEA membership dues in such amounts as may from time to time be established by CCCEA and certified in writing by the Treasurer of CCCEA to the college board from the pay of those Unit Members who individually and voluntarily make such a request by filing with the college a written Check-Off Authorization Form.

Deductions with respect to a Unit Member shall commence as of the pay period beginning at least thirty (30) days following receipt by the college of the completed Check-Off Authorization Form.

The dues deducted, if any, shall be remitted by the college to a single treasurer of the CCCEA within fifteen (15) days following the end of each pay period. Accompanying each remittance shall be a list of the CCCEA members from whose wages such deductions were made and the amounts deducted.

The college shall not be responsible for making any deduction for dues if a CCCEA member's pay within any pay period, after deductions for withholding tax, Social

Security, retirement, health insurance, and any other mandatory deductions required by law, is less than the amount of authorized CCCEA dues deductions. In such event, it will be the responsibility of CCCEA to collect for that pay period directly from the member. The college and the college board's responsibility for deducting dues, if any, from a CCCEA member's salary shall terminate automatically upon: (1) revocation of the member's prior Check-Off Authorization; or (2) cessation of the authorizing CCCEA member's employment; or (3) the transfer or promotion of the authorizing CCCEA member out of the bargaining unit; or (4) the expiration of this agreement provided that the board will, in the case of a terminating or transferred employee, deduct from his/her final salary payment the amount necessary to complete payment of annual dues.

CCCEA and its executive officers and members, shall and the same do hereby agree, jointly and severally, to indemnify, defend, and hold the college and the college board, its members, officials, agents, and representatives harmless from and against any and all claim, demand, suit or any other form of liability or cause of action (monetary or otherwise), including attorney's fees and costs, arising from any action taken or omitted by the college, the college board, its members, officials, agents, or representatives in complying with this section, or in reliance upon any notice, letter, or written authorization furnished to the college or the college board. CCCEA assumes full and sole responsibility for all monies deducted pursuant to this section upon remittance to the CCCEA Treasurer.

The association shall promptly refund to the CCCEA members any funds received pursuant to this section which are in excess of the amount of dues which the college has agreed to deduct.

The college will not deduct any CCCEA fines, penalties, or assessments from the pay of any CCCEA member.

## A R T I C L E X V I I

### Association Rights:

The college and CCCEA agree that all full-time faculty members have the right to form, join, and participate in or to refrain from forming, joining, or participating in any employee organization of their choice for any lawful purpose. The college and CCCEA agree not to deprive any full-time faculty member of any right granted to

him/her by state statutes allowing faculty to organize for collective bargaining.

#### A R T I C L E X V I I I

##### In-Service Training:

During the contract year, the college will provide and schedule in-service training specifically focused on and oriented toward helping faculty improve their instructional capabilities. It is expected that there will be specific faculty in-service opportunities provided each semester.

At least 30 business days before each semester ends, the administration will schedule and publish the following semester's in-service training days. A detailed agenda or program for training will be made available 15 business days in advance of scheduled activity. The subject and agenda of these in-service training opportunities will be determined by the administration taking into account the needs of the college, the students, and the faculty, as determined by feedback during the course of the regular semesters. This feedback should include specific input from faculty at the in-service training and other intra-campus meetings that are held in previous semesters.

#### A R T I C L E X I X

##### Tuition Benefit:

The college will allow full tuition only remissions for all full-time teaching faculty, their spouse, and dependent children (dependent children is defined in attachment A) for Central Community College credit courses. The participant will pay for all student facility use fees, service fees, and all other fees charged. In addition, the participant will pay the total of any special charges assessed for a specific course or program. Educational costs for an avocational/recreational course shall be paid in full by the participant.

#### A R T I C L E X X

##### Professional Growth and Development:

The college encourages instructors to continue their professional development through educational activities and experience. The employee has the responsibility to acquire needed educational activities for professional growth and development; however, the college will assist when the college deems it essential and when funds are available to send faculty to educational activities related to a faculty member's teaching program.

For the contract year, the Board shall re-establish the professional growth and development fund with a total of \$33,500.

The professional growth and development fund provided by this article will be jointly administered by the association and the board. Grants from the fund will be available on an equitable, nondiscriminatory basis in accord with such rules and procedures as are established by the parties to reimburse members of the faculty for expenses actually incurred in the successful completion of professional growth and/or development activities which have reasonable relationship to the faculty members assigned area of responsibility.

Said funds should not be considered a replacement for regularly budgeted travel funds of the faculty member's department or cluster. The emphasis of said fund should be on continued education of the faculty member in a manner appropriate to his/her field.

#### A R T I C L E X X I

##### Retirement Incentive:

###### A. PROGRAM FUNDING

The Central Community College Board of Governors hereby agrees to set aside the equivalent of 2% of faculty salaries to fund an Early Retirement Incentive. Should there be uncommitted dollars at the close of a fiscal year, the remaining dollars will be carried forward.

###### B. ELIGIBILITY

Full time faculty members of Central Community College may receive an early retirement incentive. Early retirement shall be available only for members of the bargaining unit, who are 55 years of age or older, have been a faculty member for the last 7 years, have a minimum of 13 years continuous full-time employment at Central Community College prior to beginning early retirement, and have a score of at least 80 using the ranking formula given in Section C. Ages for the computation of the ranking formula shall be determined as of July 1 of the fiscal year the employee is applying for early retirement.

###### C. APPLICATION

Applications for early retirement shall be made in writing to Central Community College Education Association and the Human Resource Office, Central Community College, P.O. Box 4903,

3134 West Highway 34, Grand Island, NE 68802. Applications for the following contract year shall be received on January 10 through February 10, preceding the retirement date. The number of applicants allowed to participate in voluntary early retirement incentive plan shall be limited to the retirement fund available for each fiscal year. If the number of applicants exceeds available funds for each fiscal year, the following criteria shall determine which member of the bargaining unit may utilize said voluntary early retirement incentive plan:

1. For each year of service for eligible employees, multiply by 2.
2. Add one point for each year of age.
3. Employees are then ranked by total points, from highest to lowest. The ranking data and placement will be confirmed by a representative of CCCEA before members are notified of their rank position.
4. When this ranking is completed, any ties would be determined by further ranking according to date of employment. If a tie still exists, the resolution shall be by drawing.
5. An individual who requested to be considered for early retirement, and after being selected elects not to accept the early retirement plan, will not be eligible for the next year's early retirement program.
6. There will be a common document provided to all recipients of early retirement benefit clearly delineating their options. Individual counseling will also be provided for each recipient.

D. AVAILABLE FUNDS

No member of the bargaining unit shall be eligible for early retirement unless funds are available to totally compensate said early retiree.

Once retired, personnel will not again be employed full-time by this institution.

An eligible employee cannot receive both long-term disability and early retirement payments concurrently.

For the purposes of determining the amount of early retirement dollars that are available, the college will expense all

approved early retirement dollars in the year approved.

E. GROUP HEALTH INSURANCE

An early retiree may elect to utilize a portion of early retiree's funds for continuous participation with the college medical insurance program. Cost to be equal to or less than premiums cost for coverage under COBRA provisions.

F. ANNUAL PAYMENT OPTIONS

1. In one lump sum on September 1 of the calendar year of early retirement;
2. In one lump sum on September 1 of the calendar year following the year of retirement;
3. In two equal payments, the first payment on September 1 of the calendar year of retirement and the second payment on September 1 of the calendar year following the year of retirement;
4. Three equal payments, first on September 1 of the calendar year of retirement, second on September 1 of the calendar year following the year of retirement, and third, on September 1 of the next calendar year.
5. A faculty member may request payments to begin in January of the year following the year of retirement. Any subsequent payments dates shall be adjusted for January payment.

G. BENEFICIARY DESIGNATION

In order for the application to be considered complete, the beneficiary must be designated. In the case of death of a retiree, any unpaid balance of benefits will be paid to a named beneficiary in the same amount and manner as in the case of the retiree.

H. CALCULATION OF BENEFIT

A sliding scale for benefits based on years of service, beginning at 13 years:

- At 13 years of service, 35% of final salary
- At 15 years of service, 43% of final salary
- At 20 years of service, 50% of final salary
- At 25 years of service, 60% of final salary

A maximum benefit of 60% of final salary, regardless of years served.

Salary refers to salary paid which excludes salary paid for extra services, adjunct contracts, fringe benefits, and extra duty contracts.

A R T I C L E X X I I

Overload Pay:

The College shall pay full-time faculty proportionally according to their base contract salary for each excess contract hour or equivalent if overload is determined to exist under the College overload policy. The Administration shall have the option to provide teacher aids, release time, enrollment caps, limitations on course preparation, or to take such other action which will, in effect, address overload in lieu of payment.

A R T I C L E X X I I I

Summer Hire:

The College shall pay full-time faculty offered teaching opportunities during summer sessions will be paid \$800 per semester credit hour in the 2009-2010 contract year and \$825 per semester credit hour in the 2010-2011 contract year. ELS offerings in section "5555" will be paid based upon the ELS formula as stated in the workload document. Individual lab/open lab will be paid by the clock hour (per credit hour rate/20=clock hour rate). Those faculty who will be paid less under this pay method shall in the 2009-2010 contract year be compensated as follows: three-fifths (3/5) of the difference between their hourly rate and credit hour rate plus the credit hour rate.

Full-time faculty members with satisfactory performance rating and who are not on a performance improvement plan shall be given preference for summer rehire for positions within their assigned areas of instruction. The administration shall have the right to select from among full-time faculty applying for summer rehire without regard to seniority.

When agreement has been reached concerning the courses to be taught, schedules and other conditions of teaching, shall be reduced to writing and annotated on the college Personnel Action Form. The form shall be completed and signed by faculty and administration prior to start of the instruction.

A R T I C L E   X X I V

Intellectual Property:

"Intellectual property" for purposes of this agreement shall be defined as any and all material for which copyright(s) may be obtained. All intellectual property produced by faculty during the course and scope of their employment with the College shall be the exclusive property of the College, except as provided by this Article. Such property shall include, but not be limited to course materials, tests, hand-outs, and audio or video recordings, whether mechanically or digitally recorded and stored, of lectures, demonstrations and other presentations.

The following property is excepted from this Article:

1. Previously copyrighted material.
2. Material produced by faculty members prior to their employment with the college.
3. Material of length or complexity such as textbooks, software, or templates developed by faculty members during their employment with the College, even if it relates to an instructor's teaching assignment, provided that the faculty member claiming this exception applies for copyright with the appropriate federal authority within 60 days of its completion, notifies the Administration within this time frame, and displays the copyright symbol [©] on the title page of the material, or, in the case of software and templates, on an appropriate place in the material, calculated to notify a user of the copyright claim. The faculty and administration recognize that Federal law does not mandate the formal registration of materials, which may be copyrighted, but the parties agree that formal registration is essential to this exception.

Nothing in this article shall prevent a faculty member from using intellectual property developed during his/her employment with the College, in future employment with another institution.

A R T I C L E   X X V

Complete Understanding:

The parties acknowledge that during the negotiations, which have resulted in this agreement, they and each of them have had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collectively bargaining; that all of the understandings and agreements arrived at thereby are set forth in this agreement and that it shall be and constitute the entire agreement between the

parties for the period herein stated and shall not be altered, amended, supplemented, deleted, enlarged, or modified except through the mutual agreement set forth in writing and signed by the parties hereto.

A R T I C L E X X V I

Evaluation:

Any standard form of faculty evaluation used to evaluate faculty members will be jointly developed by the Faculty, Board and College Administration. Faculty will have the opportunity to see the evaluation tool before it is administered as well as the complete results after it is administered. The faculty member will be given the opportunity to respond to any concerns or issues raised in the evaluation process according to current College Policies and Procedures.

DEPENDENT

The term "Dependent" means

- A. The participant's Spouse
- B. The Participant's child who meets all of the following conditions:
  - 1. Is a natural child, stepchild, legally adopted child, (or child for whom legal adoption proceedings have been initiated if such child has been placed in your home) or a child who has been placed under the legal guardianship of the Participant. A natural child qualifies as a dependent at the time of birth;
  - 2. If considered a "Dependent" of the Participant for tax exemption purposes, this requirement is waived if:
    - a. The Participant is obligated to provide medical care coverage for the child under an order or judgment of a court of competent jurisdiction; and is less than nineteen (19) years of age; or
    - b. The child is at least nineteen (19) years of age but less than twenty-four (24) years of age, is dependent upon the Participant for support, and is a Full-time Student. The age requirement above is also waived for any mentally retarded or physically handicapped child who is incapable of self-sustaining employment and is chiefly dependent upon the Participant for support and maintenance, provided the child suffered such incapacity prior to attaining nineteen (19) years of age, Proof of incapacity must be furnished to the Human Resource Manager within 31 days and additional proof may be requested from time to time.
    - c. The child is enrolled in an accredited school as a full-time student as defined in the rules of such school and has not attained the age of 24.

To remain covered under a. b. or c. above, proof is due that the employee's child continues to qualify as a dependent and must be furnished to the Human Resources Manager. Except that, in the case of a. above, the Human Resource Manager will not ask for such proof more than once each twelve months in a row after two years from the date the child attains age 19.

The term "Dependent" excludes these situations:

- A. A Spouse who is legally separated (pursuant to a valid legal separation agreement or court order) or divorced (pursuant to a valid divorce decree) from the Participant;
- B. Any person on active military duty.

**GRIEVANCE FORM**

**INITIATION OF LEVEL ONE (FORMAL OR INFORMAL) :**

I [print name] \_\_\_\_\_ 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, has been violated). Add attachments to this form if necessary.

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

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

\_\_\_\_\_  
Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

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**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 Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

