NEGOTIATED AGREEMENT

FOR THE

CONTRACT YEAR

2009-2010
2010-2011
2011-2012

BY AND BETWEEN

CENTRAL COMMUNITY COLLEGE STAFF ASSOCIATION HOURLY UNIT

AND

CENTRAL COMMUNITY COLLEGE BOARD OF GOVERNORS

Ratified by CCCSAHU on 23rd day of Nov. 2010

CCCSAHU PRESIDENT

Ratified by Board of Governors on 18th day of Nov. 2010

SECRETARY

By ICG 11-4-10

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PREAMBLE

This Agreement has been entered into between Central Community College Board of Governors (hereafter referred to as the "Board") and the Central Community College Staff Association Hourly Unit, a.k.a. CCCSAHU bargaining unit representing all full-time non-faculty, non-supervisory, hourly positions (hereafter referred to as the "Association"). This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and for the establishment of wages, and other terms and conditions of employment.

ARTICLE – 1

RECOGNITION

In accordance with the resolutions adopted by the College's Board of Governors and certification by the Commission of Industrial Relations, in CASE NO. 1165 REP.DOCKET NO. 426, the College recognizes the Central Community College Staff Association as the exclusive collective bargaining representative for the education support professional (a.k.a. "ESP") unit of employees of the College.

ARTICLE - 2

COMPENSATION

For the contract year 2009-2010, CCCSAHU members who continue to be employed shall have their salary adjusted as follows:

For contract year 2009-2010 an increase per hour of $.21 plus 1.5% of 2008-2009 salary for each employee in the bargaining unit. For contract year, 2010-2011, each employee shall receive an increase per hour of $.18 plus 1.25% of the 2009-10 salary. For contract year, 2011-2012, each employee shall receive an increase per hour of $.22 plus 1.5% of the 2010-2011 salary. Any member whose wage is below the minimum within the wage table will have their wage brought to the minimum for that position/grade.

ARTICLE - 3

DUES AND DEDUCTION

The Board hereby agrees to the following procedure for the deduction and remittance of CCCSAHU membership dues:
During the term of this agreement, the Board agrees to deduct CCCSAHU membership dues in such amounts as may from time to time be established by CCCSAHU and certified in writing by the Treasurer of CCCSAHU to the College 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.

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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 and will be deducted from the second pay period in the month.

The dues deducted, if any, shall be remitted by the College to a single treasurer of the CCCSAHU by the last business day of the month that the dues were deducted. Accompanying each remittance shall be a list of the CCCSAHU members from whose wages such deductions were made and the amounts deducted.

The College and the Board shall not be responsible for making any deduction for dues if a CCCSAHU 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 CCCSAHU dues deductions. In such event, it will be the responsibility of CCCSAHU to collect for that pay period directly from the member. The College and the Board’s responsibility for deducting dues, if any, from a CCCSASU member’s salary shall terminate automatically upon: (1) revocation of the member’s prior Check-Off Authorization; or (2) cessation of the authorizing CCCSAHU member’s employment; or (3) the transfer or promotion of the authorizing CCCSAHU member out of the bargaining unit; or (4) the expiration of this agreement provided that the College 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.

CCCSAHU 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 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 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 Board. CCCSAHU assumes full and sole responsibility for all monies deducted pursuant to this section upon remittance to the CCCSAHU Treasurer.

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

The College will not deduct any CCCSAHU fines, penalties, or assessments from the pay of any CCCSAHU member.
ARTICLE – 4

COMPLETE UNDERSTANDING & COLLEGE POLICIES

Section 1 – 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 collective bargaining. The understandings and agreements arrived at thereby are set forth in this agreement, and shall constitute an 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.

Section 2 – COLLEGE POLICIES AND PROCEDURES

All members of the CCCSAHU bargaining unit shall be subject to the policies and procedures of Central Community College, as they may be amended from time to time, to the extent that these policies and procedures do not conflict with this negotiated agreement. Unit members are responsible for remaining aware of all Board policies and procedures, including periodic changes. All current Board policies and procedures will be regularly updated and posted on the College website.

The College shall notify all CCCSAHU employees whenever revisions, additions, and/or deletions are made in Board policies or College procedures.

Section 3 – EFFECTIVE DATE, DURATION

This agreement shall be in effect from July 1, 2009 through June 30, 2012. Raises will be paid from July 1, 2009. If, in the event that a subsequent agreement has not been ratified by June 30, 2012 the contents of this agreement shall remain in effect until such a time that a subsequent agreement is ratified.

ARTICLE – 5

HEALTH/DENTAL INSURANCE

For years 2009-10 and 2010-2011 the Board will make available a group health insurance program and contribute the full family premium for each full-time unit employee with family coverage and single premium for single coverage. Coinsurance deductibles shall be set at $300 for single and $600 for family.
The Board will make available a group dental insurance program and shall contribute the single premium for each full-time unit employee with single coverage and full family premium for family coverage.

Year 2011-2012 the Board will make available a group health insurance program for each full-time unit employee and contribute 100% to the single premium for each full-time unit employee with single coverage. Unit members with family coverage will pay 10% of premium or $1,800 per year, whichever is less; premium rates will change each January. From July 1, 2011 to December 31, 2011, premium contribution by unit members will be set at $826 for the period. Coinsurance deductibles shall be set at $600 for single and $1,200 for family beginning January 1, 2012.

The Board will make available a group dental insurance program and shall contribute 100% to the single and family premium for each full-time unit employee.

The Board retains the right to determine insurance carriers and will make all reasonable effort to maintain coverage.

Those unit employees who do not elect family coverage and continue single coverage, or are covered by a spouse who is employed by the college, will receive $700 in 2010-11 and $1,200 in 2011-12. Payments shall be in equal installments 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. Employees hired during the contract year or employees 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 unit members who are eligible for payment under the SILOH provision shall be forwarded to the CCCSAHU College Association President.

ARTICLE – 6

TUITION BENEFIT

The Board will allow full tuition only remissions for unit employees, their spouse, and dependent children (dependent children are 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 avocational/recreational courses shall be paid in full by the participant.

In the event of a full-time employee's death, the spouse will be eligible for the employee's tuition wavier benefit for a period of three (3) years from the date of the employee's death. Unmarried dependent children will be eligible for the employee's tuition wavier benefit until their 22nd birthday.
ARTICLE – 7

PROFESSIONAL GROWTH AND DEVELOPMENT

The Board encourages employees 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 employees to educational activities related to an employee’s duties and responsibilities.

For the fiscal year, the Board shall establish the professional growth and development fund with a total of $20,000.

The professional growth and development fund provided by this article will be jointly administered by the Association and the College. 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 Association for expenses actually incurred in the successful completion of professional growth and/or development activities which have reasonable relationship to the employee’s assigned area of responsibility.

Said funds should not be considered a replacement for regularly budgeted travel funds of the employee’s department.

ARTICLE – 8

RETIREMENT PLAN

The Board will make available a group retirement plan and will contribute an amount equal to the unit employee’s contribution plus 1% but the Board’s contribution shall not exceed eight (8) percent of wages. The contribution will be deducted from the employee’s Bi-weekly paycheck. The 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 will be 2%.

CONTRIBUTION PLAN TABLE

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CALL-IN TO WORK PAY

Any unit employee required to work after leaving the work place during their off duty time shall be paid a minimum of two (2) hours pay at 1.5 times their regular rate of pay unless time would be eligible for over-time pay.

ARTICLE – 10

USE OF COLLEGE FACILITIES

The Association may hold meetings in College facilities at no charge, provided that an Association meeting will not interfere or interrupt normal College operations, and the facilities are available. 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.

Duly authorized representatives of CCCSAHU shall be permitted to transact official CCCSAHU 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 staff members.

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

The College administration will provide an easily accessible electronic version of the negotiated agreement on the College website.

ARTICLE – 11

NON-DISCRIMINATION

Central Community College follows all applicable laws prohibiting discrimination in the workplace based on membership affiliations, race, ethnicity, national origin, religious preference, represented by CCCSAHU and gender.

ARTICLE – 12

HEALTH AND SAFETY

The Board shall provide and maintain a safe and healthy workplace and, in cooperation with the Association, will provide programs, training, and systems which seek to prevent and eliminate workplace injuries and illnesses.

An employee’s refusal to perform work which is in violation of established health and safety rules or any applicable local, state, or federal health and safety law shall not warrant disciplinary action.

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The College shall furnish and repair or replace at its expense, all personal protective equipment deemed by the College necessary for covered employees to safely perform their assigned duties.

ARTICLE – 13

GRIEVANCE PROCEDURE

Grievance Procedure:

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.

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.

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.

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.

ARTICLE – 14

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 be eligible to apply for benefits on the 91st day from the long-term disability insurance contract that is currently in force for the college.

A maximum of three (3) days per fiscal 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. Unit employees are not compensated for leave for illness upon termination from employment. Unit employees who have been absent for three (3) consecutive days or more shall present a written statement from his/her physician. The administration may request a physician’s statement for an absence of less than three (3) days or at any time if it appears to the administration the employee’s health is questionable. All written physician statements

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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 three (3) or more days of absence, unit employees who have been granted an illness, or temporary disability leave of absence, shall furnish the College, 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.

ARTICLE – 15

LONG TERM DISABILITY

The Board shall provide a group long-term disability program with coverage in the amount of 60% of annual salary for unit employees and will fully fund the premium. The Board retains the right to determine the insurance carriers. The group plan shall provide contribution to the college sponsored retirement program.

ARTICLE – 16

LIFE INSURANCE

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

ARTICLE – 17

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, and conditions of employment existing during the negotiated period. The parties recognize the right of management to conduct the business of the Board and to direct their working force, and the Board, 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, and conditions of employment not expressly resolved by negotiations including, but not limited to, the right to fire and lay-off employee, to classify, assign, transfer, and promote them, to discipline or discharge them for cause, and in general, to maintain order and efficiency. The Board 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 consistent with the express terms as resolved by negotiations. 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, 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.

ARTICLE – 18

VACATION LEAVE

Hourly unit employees will accrue ten (10) hours vacation per month. After five years of continuous employment with the College, an additional Sixteen (16) hours per year of vacation will be accrued. After ten years of continuous employment with the College, an additional twenty-four (24) hours per year of vacation will be accrued. Vacation time is accrued on a fiscal year basis beginning July 1 and ending on June 30. Earned vacation must be used by the end of the subsequent year or will be lost. Accrued vacation will be paid when an employee leaves full time employment with the college.

ARTICLE - 19

POSITION GRADE LEVELS

The Board shall establish a process that evaluates job duties and responsibilities, numerically ranks the job position, and places on a scale within a grade level. The grade levels will be used to set the minimum and maximum wages for those positions within a grade level. All positions wages will be compared to like positions locally, state, and regionally every 3 to 4 years. Adjustments will be made to the grade ranges based upon comparison data. This data will be shared and analyzed by both parties. Annual grade level adjustments will be negotiated if inflation exceeds 3% annually.

CCCSAHU Pay Grade Table 2008

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**ARTICLE – 20**

**DEATH LEAVE**

A total of three (3) consecutive business days of full pay may be provided to an employee for absence in the cases of death in the immediate family. Immediate family will include the following: father, mother, spouse, sons and daughters (also stepsons and stepdaughters), brothers and sisters (also stepbrothers or half-brothers and stepsisters or half-sisters), and any grandparents or grandchildren (including spouse’s family as indicated above). Extended death leave absence for an additional two business days may be approved in cases of extreme need.

**ARTICLE – 21**
HOLIDAY LEAVE

The following paid holidays are recognized during the fiscal year for full-time employees: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, the working days between Christmas and New Year's. When a recognized holiday falls on a Thursday, the succeeding Friday will be recognized as a holiday. When a recognized holiday falls on a Tuesday, the preceding Monday will be recognized as a holiday. When a paid holiday falls on a Saturday, the previous Friday is recognized as a holiday. When a paid holiday falls on a Sunday, the following Monday is recognized as a holiday.
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-six (26) 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 26.

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)

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)

INITIATION OF FORMAL (LEVEL ONE)

Articles 09-10 Hourly Final Agreement 11-16-10 v1
Employee Signature  (Date)

Supervisor Signature  (Date)

[ ] Resolved
[ ] Not Resolved

INITIATION OF LEVEL TWO

Employee Signature  (Date)

Director of Human Resources Signature Date  (Date)

[ ] Resolved
[ ] Not Resolved

ARBITRATION REQUESTED – LEVEL THREE

[ ] Yes
[ ] No

CCC SAHU Representative Signature  Date submitted

College President Signature  Date received

ARBITRATION RESULT RECEIVED

Director of Human Resources Signature  Date received

CCC SAHU Representative Signature  Date received