

# NEGOTIATIVE



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## ARTICLE 1

### Compensation:

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 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



### ARTICLE 3

#### Summer Hire:

The College shall pay full-time faculty offered teaching opportunities during summer sessions \$970 per semester credit hour. Calculation of compensation for summer

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. The agreement shall be completed and signed by faculty and administration prior to start of the instruction.

### ARTICLE 4

#### Health and Dental Insurance:

The board will make available health insurance (at the lowest deductible) and dental insurance for all full-time faculty and eligible dependents. The board will contribute the full premium for all levels of coverage (employee only, employee/spouse, employee/children, and family) appropriate to each faculty member. The board retains the right to determine insurance cme7(i)14(n)-6(su)-6[(068M7(su)-6(mme)2 12 Tf1n)-6 (su)-6(ra)14(n)





## ARTICLE 11

Illness Leave:



Up to three (3) days per contract year will be allowed to a faculty member for illness of a spouse, domestic partner, parents, or dependent children (domestic partner and dependent children are defined in attachments A and B). This leave does not apply to in-laws. The relationship of the family member must be identified on the leave request. Family illness leave for faculty is not intended as earned time off with pay and shall not be granted as such. Faculty are not compensated for family illness leave upon termination from employment.

## ARTICLE 13

### Bereavement Leave

Subject to the recommendation of the respective Divisional Vice President and approval of the College President, faculty covered under this procedure are eligible to take bereavement leave with pay in the event of a death within the employee's immediate family. For the purpose of bereavement leave, ly the following relationships: father, mother, spouse, domestic partner, sons and daughters,

family, family of spouses, family of domestic partners, and step-families. The relationship of the deceased must be identified on the leave request.

No more than three (3) days for any one death or no more than a total of twelve (12) days in a contract year will be allowed. Extended leave for an additional two (2) days may be approved in cases of extreme need.

Furthermore, bereavement leave may be granted for attendance at the funeral service for a co-worker at the College where there has been a personal friendship. The granting of this bereavement leave is subject to the supervisor's determination that the absence will not create an interruption in essential work flow. Bereavement leave may also be granted for pallbearer duties.

Requests for bereavement leave must be made in the college leave system. The Divisional Vice President or the College President reserves the right to request written verification of leave upon granting of leave.

## ARTICLE 14

### Sabbatical Leave:

A faculty member will be eligible to request sabbatical leave after completing five (5) consecutive years of full-time employment at the college. No more than one such leave shall be granted in each five (5) year period.

The application for sabbatical I supervisor no later than February 1 preceding the contract year for which the leave is requested.

The application for sabbatical leave will set forth the plans for the sabbatical period to include the type of activity to be pursued; a general summary of the activities; the value



If the employee voluntarily (as determined by the college president) breaches the

At least 15 business days in advance, the administration will schedule in-service trainings. A detailed agenda or program for training will be made available 5 business days in advance of the 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.

## ARTICLE 18

### 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.

## ARTICLE 19

### 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.

## ARTICLE 20

### CCCEA Officers and Members:



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 24

### 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 C)

(A) LEVEL ONE (Immediate Supervisor): The grievant shall first informally discuss described more fully below. If the Association is initiating the grievance, the initiation of the grievance shall be initiated at LEVEL TWO between the Vice President of Human Resources.

(i) INFORMAL DISCUSSION: The grievant may first discuss the grievance a personal discuss 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 supervisor. The grievant must file the written grievance with the immediate supervisor within ten (10) business days after the informal decision or after 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 Vice President of Human Resources. The grievant must file the written grievance in the office of the Vice President of Human Resources within ten (10) business days



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

(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.









## Domestic Partners

Domestic partners are those individuals who meet the following criteria:

- ◁ At least nineteen (19) years old and mentally competent to consent to a contract.
- ◁ Not legally married to anyone.
- ◁ Not related by blood to a degree of closeness that would prohibit legal marriage in Nebraska.
- ◁ Have entered into the domestic partner relationship voluntarily and without reservation.
- ◁ Are jointly responsible for each other's common welfare and shared financial obligations.
- ◁ Have entered into the domestic partnership for more than one year and intend to continue the relationship indefinitely, with the understanding that the relationship can be terminated at any time by either partner.
- ◁ Have registered their relationship with the Human Resources department.

**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

