

NEGOTIATED AGREEMENT

FOR THE...

CONTRACT YEARS...

2022-2023

2023-2024

2024-2025

BY AND BETWEEN

CENTRAL COMMUNITY COLLEGE

AND

CENTRAL COMMUNITY COLLEGE

Executed by

[Handwritten Signature]
[Handwritten Signature]

Approved by

[Handwritten Signature]
SECRETARY

TABLE OF CONTENTS

Article 1	Compensation.....	3
Article 2	Workload/Overload	4
Article 3	Supplemental Pay for Critical Skills/Vocation	5
Article 4	Summer Hire.....	6
Article 5	Health and Dental Insurance	6
Article 6	Retirement.....	6
Article 7	Life Insurance	7
Article 8	Long Term Disability	7
Article 9	Tuition Benefit.....	7
Article 10	Professional Growth and Development	8
Article 11	Personal Leave.....	8
Article 12	Illness Leave	9
Article 13	Family Illness Leave	10
Article 14	Bereavement Leave.....	10
Article 15	Sabbatical Leave	11
Article 16	Court Appearance Leave.....	12
Article 17	Evaluation	12
Article 18	In-Service Training.....	13
Article 19	Individual Binding Contract.....	13
Article 20	Association Rights	13
Article 21	CCCEA Officers and Members	13
Article 22	Management Rights.....	14
Article 23	Use of College Facilities	14
Article 24	Complete Understanding.....	15
Article 25	Grievance Procedure.....	15
Article 26	Duration of Agreement.....	20
Attachment A	Dependent Definition	21
Attachment B	Domestic Partner Definition.....	22
Attachment C	Grievance Form	23

ARTICLE 2

Workload/Overload:

As exempt professionals, full-time faculty will exercise their professional judgment to

Table A -Instructional Disciplines	Semester Instructional Units
Academic Education (unless specified below)	16
Business, Sciences, ECED, HUSR, HIMS	18
NURSING and Health Sciences Program Directors: DENT, MEDA, HIMS	20

ARTICLE 4

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 offerings will be based upon the Adjunct + L U H % D F N 3 U R F H G X U H V .

ARTICLE 10

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 \$45,000.

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

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.

ARTICLE 12

Illness Leave:

Leave with pay for personal illness is not limited to any particular number of days. Illness leave may be taken for routine health care provider appointments for the faculty member or when the faculty member is ill. Such appointments or illness for someone other than the employee do not qualify under this article.

Illness leave may not be taken for leaves that qualify as, or are related to, a Family Medical Leave Act (FMLA) event, for leave denied under FMLA, or other extended leaves.

) DPLO \ DQG OHGLFDO / HDYH \$FW †) O / \$. OH DYH ZL C
Policy and Procedure UH WKH † 3 ROLF \ . LQ WKH YHUVLRQ DGRSW
2014, as amended by the Cabinet on January 4, 2018.

) DFXOW \ ZKR KDYH EHHQ XQGHU Dthree (3) consecutive FDUH
business days † EXVLQHVV GD \ V . late agreement defined as a day in JRWL
which the administrative office of this college is open for normal operations) shall present a written statement from a health care provider prior to returning to work. The statement should not address the specific health issue; just that the faculty member was unable to work during the time period identified and is able to return to work as of a specific date. Any medical information related to leaves should be sent directly to the Human Resources department.

Illness leave anticipated to extend ten (10) business days or more must be arranged through the Human Resources department.

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

Proof of illness may be required by the College.

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 illness leave upon termination from employment.

\$OO IDFXOW \ UHJDUGOHVV RI ZKHWKHU RU QRW WK
Compensation Law, shall follow this procedure.

ARTICLE 15

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 H D Y H V K D O O E H V X E P L W W H G W R W K H 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 to the academic program, students and the college; the proposed objectives and evidence of completion.

The applications will be reviewed by the college president and the college cabinet for

,Q F DVHV ZKHUH WKH IDFXOW\ PHPEHU¶V VDEEDWLF
UHPXQHUDWLRQ LV QRW JUHDWHU WKDQ WKH IDFXOW\
of the sabbatical), the sabbatical pay will be reduced by that amount; (b) if the
UHPXQHUDWLRQ LV JUHDWHU WKDQ WKH FROOHJH¶V D

ARTICLE 18

In-Service Training:

ARTICLE 22

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

ARTICLE 24

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.

ARTICLE 25

Grievance Procedure:

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 expiration of 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 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 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 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.

~~LLL 7KH DUELWUDDE~~ ~~Equally between the Association and~~ ~~GLYL~~
the College. The Association shall pay its own attorney fees in connection

procedure, the immediate supervisor, or the Campus President may designate
VRPHRQH RI HTXLYDOHQW RU KLJKHU PDQDJHULD O
place to do all things required to be performed by him/her under this grievance
procedure.

, & RVWV 7KH JULHYDQW \$VVRFLDWLRQ VKDOO S
fees or other representation fees and the College shall have no liability in respect
WKHUHW 6LPLODUO\ WKH & ROOHJH V\WKHO SD\
representation fees and the grievant/Association shall have no liability in respect
thereto.

- *ULHYDQFH)RUP \$W HYHU\ / (9 (/ WKH J
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 26

Duration of Agreement:

This Agreement shall be effective as of the beginning of the 2021-2022 contract year and
shall continue in effect until the end of the 2024-2025 contract year. If a new or substitute
Agreement has not been duly entered in to prior to the expiration of this Agreement, the
terms and conditions of this Agreement shall continue in full force and effect until such
substitute Agreement is adopted.

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)

Employee Signature

Date

Supervisor Signature

Date

Resolved
 Not Resolved

INITIATION OF LEVEL TWO

Employee Signature

Date

Vice President of Human Resources Signature

Date

Resolved
 Not Resolved

ARBITRATION REQUESTED ±LEVEL THREE

Yes
 No

CCCEA Representative Signature

Date submitted

College President Signature

Date received

ARBITRATION RESULT RECEIVED

Vice President of Human Resources Signature

Date received

CCCEA Representative Signature

Date received