

NEGOTIATED AGREEMENT

FOR THE

CONTRACT YEAR  
2019-2020

BY AND BETWEEN

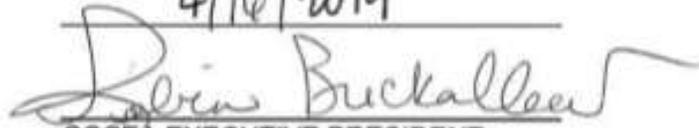
CENTRAL COMMUNITY COLLEGE EDUCATION ASSOCIATION

AND

CENTRAL COMMUNITY COLLEGE BOARD OF GOVERNORS

Executed by CCCEA on

4/14/2019

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

  
\_\_\_\_\_  
CHIEF NEGOTIATOR

  
\_\_\_\_\_  
CHIEF NEGOTIATOR

Approved by Board of Governors on

4/18/2019

  
\_\_\_\_\_  
SECRETARY

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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 temporary employees and administrators.

During the faculty contract days, 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.

2018-2019 annual salary plus 1.503% and \$903.50 equals 2019-2020 salary.

## ARTICLE 2

### Workload:

Teaching load is quantified in Instructional Units (IU). An Instructional Unit is scheduled contact time spent with students, which equates to a contact hour. Contact hour(s) are determined by the course delivery system as defined by state statute 85-1503.

As exempt professionals, full-time faculty will exercise their professional judgment to maximize student learning. A faculty member will regularly work the equivalent of a 40-hour week, including but not limited to student contact time, instructional units, course prep, curriculum development, advising, lab maintenance, institutional and community service activities, and other professional development. Faculty will be available on campus a minimum of 30 hours:

- A. During scheduled instructional units and;
- B. Two (2) office hours a week and by appointment for student advising/mentoring/and course assistance. These hours will be posted in faculty syllabus and provided to their immediate supervisor for posting on the College's Intranet site.
- C. Common Meeting Time: These hours are reserved for division, campus, articulation, or committee meetings when scheduled.

Non-teaching contract days - a minimum of six (6) hours will be spent on campus except for the two grading days each semester when a minimum of four (4) hours will be spent on campus each day.

Overload occurs when Instructional Units combined for fall and spring semester exceed the following. When overload occurs, the faculty member will be paid \$890 per instructional unit, paid during the spring semester.

| Instructional Disciplines  | Combined fall and spring Instructional Units |
|--|--|
| Academic Education (unless specified below)/NUTR/Foundations Education | 36   |
| Sciences   | 40   |
| MUSIC/THEATER  | 32   |
| NURSING  | 44   |
| DENH/DENT/MEDA/MEDT/OTHA, PHRM   | 40   |
| Program Directors: DENH, DENT, MEDA, MEDT, HIMS, PHRM                  | 20   |
| STS/HMRM   | 54   |
| Business/HIMS/HUSR/ECED/QUCT   | 42   |

Any program developed, established or implemented during the term of this Agreement shall be assigned to one of the above categories by the Chief Academic Officer of the college in his or her sole discretion.

### ARTICLE 3

Summer Hire:

The College shall pay full-time faculty offered teaching opportunities during summer sessions \$890 per semester credit hour. Calculation of compensation for summer offerings will be based upon "Summer Hire Back Procedures".

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 carriers or otherwise provide for coverage.

Those faculty members who elect single health and dental coverage, or are covered by a spouse who is employed by the college, will receive \$5,220 for the 2019-2020 contract year. Payments shall be made in 12 equal installments over the contract year. In the event a major life event 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 15<sup>th</sup>, a list of all faculty who are eligible for payment under the SILO provision shall be forwarded to the CCCEA College Association President.

#### ARTICLE 5

##### 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 nine and one-half (9 ½) percent. Match of contributions will be from the date of employment. 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. All faculty will be required to participate at the contract maximum match.

#### ARTICLE 6

##### 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.

## ARTICLE 7

### 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.

## ARTICLE 8

### 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.

## ARTICLE 9

### 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

which have reasonable relationship to the faculty member's assigned area of responsibility.

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

## ARTICLE 10

### Personal Leave:

The College President or President's representative may grant up to four (4) personal leave days with pay per contract period to each full-time teaching faculty member. 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 four (4) days per contract year. Personal days must be requested in the leave system at least five (5) business days 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, division 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 17 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.

## ARTICLE 11

### 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. Family and Medical Leave Act (“FMLA”) leave will be governed by the Board’s FMLA Policy and Procedure (the “Policy”) in the version adopted by the Board on November 20, 2014, as amended by the Cabinet on January 4, 2018.

Faculty who have been under a doctor’s care and absent for three (3) consecutive 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) 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.

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

## ARTICLE 12

### Family 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, "immediate family" shall include the following relationships: father, mother, spouse, domestic partner, sons and daughters, brothers and sisters, grandparents, and grandchildren. This includes the employee's 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 leave shall be submitted to the faculty member's immediate 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 recommendation to the College Board of Governors (Board). The criteria for the determination shall include (a) the academic program proposed for the leave, (b) value to be received by students, college and faculty member, (c) number of years of service and elapsed time since the previous sabbatical leave, and (d) the replacement plans as determined by the campus administration. In no case shall there be more than two (2) full-time faculty members on sabbatical leave during any one period of time.

If the sabbatical leave is approved, the recipient will file a full report with the college president within three (3) months of his/her return. The report will include a summary of the experience to include how the experience will add value to the academic program, students and the college, and evidence the objectives set forth in the application have been accomplished.

A faculty member whose sabbatical application has been accepted by the Board shall receive

- 100% of their daily rate for one semester up to 88 days OR
- 75% of their daily rate for two semesters of 175 days

for the leave taken within the faculty contract. Sabbatical leave compensation is based on the typical faculty schedule of fall and spring semesters. No additional compensation will be paid for leave that extends over non-contract days. A faculty member on sabbatical leave shall be paid in the same manner as if the employee had remained in active service.

Health and life insurance shall remain in effect through the college plan in accordance with the then current negotiated health and life insurance articles. Other applicable benefits shall remain in effect including retirement match. In the event the faculty member selects to take a sabbatical for two semesters, any benefit based upon salary will use the pro-rated salary in calculating the benefit.

In cases where the faculty member's sabbatical is outside employment (a) if the remuneration is not greater than the faculty member's salary (based on the time period of the sabbatical), the sabbatical pay will be reduced by that amount; (b) if the remuneration is greater than the college's annual salary (based on the time period of the sabbatical) the college payment will be eliminated. In either case benefits as stated above will remain in place.

A faculty member on sabbatical leave shall receive such increases as negotiated as if he/she had remained in active service.

If the employee voluntarily (as determined by the college president) 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. Involuntary interruptions (as determined by the college president) of the sabbatical leave shall not affect the compensation to be paid the employee under the terms of the sabbatical leave.

Faculty members granted a sabbatical leave are required to enter into a written agreement with the Board guaranteeing full-time service to the college for a minimum of two (2) years, starting with the return date, or he/she will refund the compensation received from the college during the sabbatical leave. This written agreement shall not supersede ARTICLE 23, Management Rights.

## ARTICLE 15

### 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.

## ARTICLE 16

### 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.

## ARTICLE 17

### 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 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:

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.

## ARTICLE 21

### 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. 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 22

### 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. CCCEA 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 college telephone, e-mail, and intercampus mail for association business, provided this will not interfere with or interrupt normal college operations.

The CCCEA will be allowed to use a college printer for the purpose of preparing and printing negotiation proposals. CCCEA shall provide its own postage.

## A R T I C L E 23

### 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 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 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 Vice President of Human Resources.

(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 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 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.

## ARTICLE 25

### Duration of Agreement:

This Agreement shall be effective as of the beginning of the 2019-2020 contract year and shall continue in effect until the end of the 2019-2020 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.

DEPENDENT

The term "Dependent" means

- A. The Employee's Spouse,
- B. The Employee'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 or foster care of the Employee. A natural child qualifies as a dependent at the time of birth;
  - 2. If considered a "Dependent" of the Employee for tax exemption purposes, this requirement is waived if:
    - a. The Employee 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 Employee is obligated to provide medical care coverage for any disabled child who is incapable of self-sustaining employment and is chiefly dependent upon the employee 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 Vice President of Human Resources. Additional proof may be requested from time-to-time.

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 Employee;
- B. Domestic partners as provided in Attachment B.

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 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

