

PROFESSIONAL ASSOCIATION AGREEMENT

Southeast Community College

Professional Association

&

Southeast Community College

Board of Governors

July 1, 2024 – June 30, 2026

ARTICLE I PREAMBLE

This Agreement entered into this 18th day of June, 2024 by and between THE SOUTHEAST COMMUNITY COLLEGE BOARD OF GOVERNORS acting for and on behalf of the Southeast Community College Area, hereinafter referred to as "the College" and THE SOUTHEAST COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION, an unincorporated association of professional staff employees employed with a full-time equivalency factor of three-quarter time (0.75 FTE) or more by Southeast Community College, hereinafter referred to as "the Association".

This Agreement is intended to be consistent with and supportive of the College's following mission statement:

"SCC strives to be a national leader in developing high-contact technical and academic experiences through personal and sincere relationships with engaged and invested faculty, staff, and administrators. These personal connections will be coupled with intensive learning opportunities through co-curricular involvement, research, volunteerism, and public service. SCC's commitment to student transformation intentionally encompasses the development of essential life skills, including reflective thinking, resiliency, and emotional intelligence proficiency."

As well as the mission statement of the Professional Association:

"The mission of the Southeast Community College Professional Association is to advocate for our members through positive and thoughtful negotiations, establish and sustain a respectful and engaging workplace environment, promote open and honest communication, and empower members to provide excellent educational services to our community."

The Agreement is also designed to support the College's Strategic Plan, which includes goals related to enrollment, student success, student enrichment, program development, faculty and staff excellence, partnerships, educational environment, financial stability, and organizational environment. The tenor of

the Agreement is designed to facilitate the following objective related to the College's organizational environment:

"Maximize a positive and engaging organizational environment by encouraging input, reflective and transparent communication, and compassion and respect toward the views and ideas of others. "

Faculty, administrators, and staff are all vital parts of one College with the single purpose of empowering and transforming its students and the diverse communities it serves.

ARTICLE II RECOGNITION

Section 1 - Recognition

The College agrees to recognize exclusively the Southeast Community College Professional Association for the purposes of representing all employees who

1. are employed with a full-time equivalency factor of three quarters time (0.75) or more by the College
2. are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).
3. are assigned to work in multiple exempt classifications, which includes faculty classifications, will be included in the bargaining unit if the employee is an exempt employee under the FLSA notwithstanding the assignment to multiple classifications, and if the employee spends 50% or less of their time working in administrative and/or faculty classifications.
4. Administrative, faculty, and non-exempt support staff employees are not included in the unit. This recognition is pursuant to Case No. 939 in the Nebraska Commission of Industrial Relations.

For purposes of this Agreement, computation of full-time equivalency shall be based on 2,080 hours (40 hours per week for 52 weeks a year). If a member works for 2,080 hours or more, they will be considered full-time with a full-time equivalence factor of 1.0.

For purposes of this agreement, the term "member" shall mean those persons included in the bargaining unit represented by the Southeast Community College Professional Association.

Section 2 - Classification

Prior to March 1 of each year, the College shall notify the Association of all individuals and positions, which the College believes should be included in the bargaining unit represented by the Association.

ARTICLE III NEGOTIATION PROCEDURE

Negotiation Procedure for Succeeding Negotiated Agreement: For purposes of negotiation of the Agreement for the contract year immediately following the last contract year subject to this Agreement, no later than September 1st of the last contract year subject to this Agreement, the Association shall transmit to the President of the College, a letter notifying the College of the Association's desire to modify this Agreement or any part thereof.

The College shall notify the Association no later than October 1st of the last contract year subject to this Agreement, whether or not it wishes to modify all or part of the Agreement.

During negotiations, the College and the Association will focus on interests that are mutually agreed upon and align with the College's and the Association's missions, core values, and goals.

The College and the Association will communicate with each other and their constituents in a manner that is consistent with the College's strategic objective to maximize a positive and engaging organizational environment by encouraging input, reflective and transparent communication, and compassion and respect toward the views and ideas of others.

During negotiations, the College and the Association will present relevant data, exchange points of view and make proposals and counterproposals.

The College and the Association will communicate with each other and their constituents in a manner that is consistent with the college's strategic objective to maximize a positive and engaging organizational environment by encouraging input, reflective and transparent communication and compassion and respect toward the view and ideas of others.

Upon written request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations, not otherwise prohibited by law.

At their own expense, either party may utilize the services of outside consultants and may call upon professionals or lay persons to assist in negotiations.

Negotiation sessions are not public meetings and shall be conducted in closed and executive session. No recording devices may be used during negotiation sessions for any purpose.

The Agreement shall be reduced to writing submitted to the College and the Association for ratification and following ratification shall be signed by the parties.

**ARTICLE IV
SPECIAL PROVISIONS**

1. This Agreement shall be effective as of July 1, 2024, and shall continue in effect until June 30, of the last contract year subject to this agreement (or thereafter until a new agreement is implemented), and shall constitute the full and complete commitments between both parties, which may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties, in written and signed amendment to this Agreement.
2. No provision of the College policies and procedures as it applies to Association members shall be contrary to or inconsistent with the applicable provisions of this Agreement. In the event that the Agreement is inconsistent with a College policy or a procedure of the College, this Agreement shall take precedence.
3. If any provision of this Agreement, or any application of the agreement to any Member or group of Members, is determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
4. Electronic copy of this Agreement shall be made available by the College to the Association within thirty (30) days of the signing of the Agreement. Either party may, at its discretion and own expense, distribute copies of the agreement to such other persons, as it may desire.
5. All Members will receive equal consideration under this Agreement without regard to race, color, religion, sex, age, marital status, pregnancy, childbirth or related medical condition, national origin, ancestry, sexual orientation, veteran status, or disability.
6. Administrative Representative shall be defined as the last person in the line of supervision before the President unless the member reports to the President in which case the President will be the Administrative Representative. For example, for a member in Student Affairs the Administrative Representative will be the Vice President for Student Services. The normal Administrative Representatives will be the Campus Directors, Vice Presidents, or the President.
7. Members shall have the right to join and participate in, or to refrain from joining and participating in the Association. There shall be no discrimination, interference, restraint, or coercion by the College or the Association against any member because of membership, or non-membership in the Association.
8. The Association recognizes its responsibility as bargaining representative and agrees to represent all members in the Association without discrimination, interference, restraint, or coercion.

ARTICLE V
SALARY AND FRINGE BENEFITS

Section 1 - Salary Plan

Total Compensation: The Total Compensation shall mean the combination of all forms of monetary compensations to be paid for Members for each fiscal year, including base salary, health and dental insurance premiums and health and dental benefit dollars, life insurance premiums, long-term disability insurance premiums, FICA and Medicare taxes and the College retirement contributions at nine percent (9.0%).

For the 2024-2025 contract year, Members Total Compensation shall increase four point six percent (4.6%) over the previous contract year.

Distribution of Base Salary Increase: Each Member's base salary increase shall be distributed as follows: Fifty (50%) percent of the salary increase shall be an equal dollar amount raise for each Member based on FTE; and, fifty (50%) percent shall be a percentage of each Member's base salary from the previous contract year.

Section 2 - Health and Dental Insurance

Health Insurance and Section 125 Cafeteria Plan: This section of the Agreement is designed to support the College's strategic objective to "promote physical and psychological health among faculty and staff through innovative wellness programs, services, and facilities. Both parties, recognizing that access to adequate and affordable health care is central to each Member's ability to carry out his or her professional responsibilities, agree to the following conditions regarding Members' health insurance and [RC Section 125 Cafeteria Plan (a "Section 125 Plan") benefits. Health and Dental premiums will be determined annually by the Educators Health Alliance (EHA) or a subsequent provider.

- A. Health and Dental Insurance Plan: For the term of this Agreement the College shall make available to all Members a group health and dental insurance plan through the Educators Health Alliance (EHA) with a Blue Cross and Blue Shield of Nebraska (BCBSNE) health care plan or equal coverage by another provider or successor coverage to such plan as determined and established by the College. The College will make available for health insurance coverage a dual choice option encompassing (1) a \$1,050 deductible plan, or (2) a \$3,800 high deductible health savings account eligible plan or an equivalent plan. Both dual choice options include dental coverage, per the EHA plan types.

- B. Payment of Premium for Employee Health/Dental Coverage: All Members shall be required to enroll in Employee (self only) level health insurance coverage and Employee (self-only) Option 2 Dental Coverage (PPO-100% A, 75% B, 50% C Coverage) offered by the College through the Educators Health Alliance (EHA) with a BCBSNE health care plan. Deductibles for the PPO plan and the high deductible HSA-eligible health plan option plan will be determined each Contract Year by the College. SCC reserves the right to provide comparable coverage by another provider or successor coverage to such plan during the term of this Agreement. The College shall pay 100% of the premiums for health coverage if an employee qualifies for and elects' health coverage for "Employee,

Spouse & Child(ren)" plus dental coverage PPO- 100% A, 75% B, 50% C Coverage- Option 2 for Employee only.

- C. Health and Dental Benefit Dollars: The College shall provide each Member each Contract Year health and dental benefit dollars ("Ben Dollars") equal to the difference between \$25,500 and the annual premium for PPO Employee (self-only) health insurance coverage with a \$1,050 deductible and Employee Option 2 Dental Coverage for the 2024-2025 contract year. The College will annually review Ben Dollars available to Members as part of the total compensation package. Ben Dollar amounts may vary in correlation with EHA health and dental premiums.
- i. Use of "Ben Dollars" to Pay Premiums for Dependent Health Coverage: Through a Member's "Ben Dollars" as outlined in Health and Dental Benefit Dollars above, the College shall provide and pay up to the Ben Dollars available of the cost of the premium for the level of dependent health insurance coverage (Employee/Child(ren) or Employee/Spouse) for which the Member qualifies and elects. Members who elect the high deductible HSA-eligible health plan option shall receive a College paid contribution to the Member's HSA account equal to the difference between the PPO premium and the premium for the high deductible HSA-Eligible health plan for the level of dependent health insurance coverage for which the Member qualifies and elects; the Member is responsible for any fees related to such HSA account. Dependent dental insurance coverage shall be available to Members at the Member's cost and may be paid for through "Ben Dollars" or through a salary reduction agreement under the College's Section 125 Plan.
 - ii. "Ben Dollars" Paid in Cash: Any benefit dollars that the Member does not elect to use for the purchase of dependent health and dental insurance will be paid to the Member in cash at \$.93 per \$1 benefit dollar in 26 bi-weekly payrolls. All amounts paid in cash are subject to withholding for income and employment taxes. Current tables regarding breakout of Ben Dollars are available for each new fiscal year and may be located by visiting the HUB under Human Resources.

Health and Dental Premiums 2024-2025: Effective September 1, 2024

Section 3 – Section 125 Cafeteria Plan

The College has established and will maintain at the College's cost a Section 125 Cafeteria Plan.

1. **Election of Qualified Benefits:** A Member may use the Section 125 Plan to purchase any qualified benefits, including dental insurance not covered by BEN Dollars through the College's EHA group plan.
2. **Medical Reimbursement and Dependent Care Expense:** Through the Section 125 Plan the College will make available a reimbursement account for those Members who elect to participate. The reimbursement account is created to provide pre-tax deductions for health care deductions as specified under Section 213 (c) of the IRC, and work-related dependent care expense meeting criteria specified in Section 129 of the IRC and related regulations. The reimbursement account will be operated on a calendar year basis.

Section 4- Retirement Plan

The College agrees to make available a group retirement plan (TIAA Retirement Plan) and will contribute an amount equal to the member's election of the percentage of the contribution from the Members base salary, provided the College's matching contribution shall not exceed 9.0% of the Members base salary.

Section 5 - Long-Term Disability Insurance

The College will make available a group long-term disability insurance program for Members with a minimum coverage of at least 66.66% of the Member's base salary. After a Member satisfies a 120-calendar day elimination period for any particular illness or accident, or related illness or accident, if approved for LTD, the Member may be placed on long-term disability leave for the duration of the illness or accident as allowed under the terms of the insurance policy. The College will pay employer contributions for long-term disability insurance for the lesser of 120 calendar days or until such time as the Member becomes eligible for benefits under the provisions of the long-term disability insurance plan. While the Member is on long-term disability coverage, the College will continue to pay the health insurance premium for the Member's current coverage for the lesser of two (2) calendar years or until the Member reaches age 65, provided that the Member is not covered by other health insurance. If the Member's status changes such that a lower level of health coverage is appropriate, then only the premiums for the lower level of coverage will be paid. The College will continue to pay the group life insurance premium for six (6) months.

Section 6 - Life Insurance & Accidental Death and Dismemberment Coverage

The College will make available a group term life insurance program with a minimum of \$50,000 of life insurance coverage and \$50,000 accidental death and dismemberment coverage.

Section 7-Tuition Reimbursement

This section is designed to support the College's strategic objective to *"promote internal and external opportunities for leadership, professional development, and educational advancement to ensure a dynamic work environment."* A Member shall have the opportunity to be reimbursed for costs incurred for the completion of undergraduate or graduate credit courses based upon the UNL in-state tuition credit hour rates from colleges or universities according to the following:

1. The courses must have prior approval of the Administrative Representative.
2. The course is taken to maintain or improve job-related skills or the course is in a formal program of study the member is pursuing AND is job related or required to meet the qualifications for another position within the College.
3. Eligibility for reimbursement extends to a maximum of twelve (12) semester or equivalent credit hours in each fiscal year. The 12 credit hour limitation will be based on courses completed (not begun) in the given fiscal year. The intent is to reimburse members for continuing their education but at the same time members are not to take so many hours and/or courses that it interferes with their commitment to the College.

4. The member must provide verification of satisfactory completion at the "C" grade level or above or pass if the course is taken as pass/fail. If the member provides a transcript showing that the granting institution accepted the course with the appropriate grade, satisfactory completion may be achieved by testing out.
5. Following satisfactory completion of 1, 2, 3, and 4 above, the member shall be eligible for reimbursement equal to the UNL undergraduate courses in-state tuition rate per semester credit hour for undergraduate courses
the UNL graduate courses in- state tuition rate per semester credit hour for graduate courses or the actual cost if less than the UNL undergraduate courses tuition rate per undergraduate semester credit hour or the UNL graduate courses tuition rate per graduate semester credit hour
UNL distance education courses typically have higher tuition rates than undergraduate or graduate courses but will be reimbursed at the appropriate undergraduate course tuition rate or graduate course tuition rate.

If a member is reimbursed for any credit hours and the member voluntarily ends their employment with the College for a reason other than retirement or disability within two years of when the last course was completed, the member shall be required to repay the College for the tuition reimbursed in the previous two year period according to the following schedule:

1. 100% for courses completed in the last 12 months
2. 66% for courses completed in the last 13 to 24 months

Repayment to the College by the Member will be made within six months of termination. This section does not apply to employees with at least 7 years of employment with the College at an FTE factor of 0.75 or more when they end their employment with the College.

Section 8-Tuition Waiver for Members and Dependents

The College will waive tuition for members, their spouses or dependents (as defined by the IRS for income tax purposes) for course(s) offered by the College under the following conditions:

Credit course(s)

1. The tuition will be waived, but the employee will pay any additional instructional costs (books, laboratory fees, materials, fees, etc.)
2. The course(s) does not conflict with the employee's responsibilities with the College.

Noncredit course(s)

1. The tuition will be waived but the employee will pay the amount of any additional instructional costs (books, laboratory fees, materials, fees, etc.).
2. Tuition waiver will not apply to courses that have been designated as exempt from tuition waiver.
3. The course(s) does not conflict with the employee's responsibilities with the College.
4. If the maximum enrollment in the course has not been reached.
5. If the minimum enrollment in the course has been reached.

If any type of payment and/or other type of waiver or discount is applied to the tuition, the tuition will only apply to the remaining balance. At no time will a refund be issued. The College reserves the right to

amend this benefit based on budgetary amounts set annually. Upon retirement, the tuition waiver benefit will extend solely to the retired employee of SCC.

Section 9 - Employee Assistance Program

The College will provide an employee assistance program and pay the premiums to provide coverage for members and their immediate families. Each individual is responsible for any cost if a referral is made to an additional facility or service.

Section 10- Vision Plan

The College will make available a group vision insurance plan for members. The College will select and manage the Vision Plan.

ARTICLE VI LEAVE POLICIES

Section 1 - Sick Leave

The following sections related to sick, vacation, medical and personal leave provisions are designed to support the College's strategic objective to *"promote physical and psychological health among faculty and staff through innovative wellness programs, services, and facilities."*

All applicable sick leaves outlined in this section are subject to the provisions of the Family and Medical Leave Act of 1993 (FMLA).

Sick leave provisions apply to personal illness, injury, pregnancy, childbirth or related medical conditions, and absence due to the quarantine laws of the State; however, a member may elect to use sick leave to assist members of the immediate family who are incapacitated due to personal illness, injury, pregnancy, childbirth, or related medical conditions, and absences due to the quarantine laws of the State. Sick leave must have the approval of the member's immediate Supervisor. Such approval will be based on sound reasoning, compassion and respect.

1. Immediate Family is defined as spouse, children, parents, parents-in-law, grandparents, grandchildren, brothers, sisters. Members may request to use up to a total of three days (up to 24 hours) of sick leave per fiscal year, for individuals who are not included within the definition of immediate family. The Member requesting the leave must submit a written/documented request to their supervisor. Leave requests must be submitted with forty-eight (48) hour advance notice when possible.
2. Doctor and dental appointments are to be scheduled outside the normal working hours when possible. Time for those appointments that must be made during working hours shall be recorded as sick leave.
3. Sick leave is to be taken for the circumstances set forth above (illness, injury, etc.), is not intended as earned time off with pay, and shall not be granted as such. Unused sick leave will not be paid upon termination of employment with the College.
4. Holidays occurring within the period that the Member is absent on sick leave shall not be recorded as sick leave.
5. A Member absent five (5) or more continuous workdays due to their own illness or injury will be required to present a written statement from the Member's attending medical provider stating that the Member is able to return to work. Such medical provider's statement should include any applicable restrictions regarding the Member's ability to perform essential job functions. This is to help maintain a healthy and safe working environment for students and College staff. Members are requested to provide the College with as much advance notice as possible in any situations where the Member will be absent for five (5) or more continuous workdays due to the use of sick leave. A Member who has been absent on sick leave for five (5) or more continuous work days should provide the College with as much advance notice as possible regarding when the Member expects to return to work. This will allow the College to minimize any disruptions to the educational process for students and to other staff.
 1. While a Member is on sick leave, all salary and benefits will continue to be paid as prescribed in College policies.

2. The minimum amount of sick leave, which can be taken, is 1/2 hour. All sick leave is to be taken in increments of 1/2 hour.
3. New Members, during their first year of employment, can take up to 12 days of sick leave even if they have not earned the sick leave. Any new Member who takes advantage of the advanced sick leave shall reimburse the College for all used but unearned sick leave upon separation and if the Member fails to do so, the College is authorized to deduct such amount from the Member's final paycheck.

Members will accrue and accumulate sick leave as follows:

1. Members will accrue eight (8) hours of sick leave for each month of employment during the fiscal year.
2. Members can accumulate unused sick leave to a maximum of 800 hours. When the maximum is reached, additional hours of sick leave will not accrue.

Section 2 - Leave of Absence (Medical):

A Member may request to be placed on paid or unpaid leave of absence whether or not the Member qualifies for the College's long-term disability insurance plan, including Family and Medical Leave Act (FMLA) leave.

FMLA Leave: All Members are granted certain benefits under the Family and Medical Leave Act of 1993 (FMLA). In all cases, benefits and eligibility therefore shall be as specifically provided by the Act.

Section 3 - Personal Leave

Members will be granted thirty- two (32) hours of personal leave per fiscal year. It is the expectation of the College that supervisors will review and consider requests for personal leave in an appropriate, respectful, and responsible manner. Subject to prior approval, personal leave may be taken at any time. A Member may carry over up to sixteen (16) hours of unused personal leave into the next fiscal year resulting in a maximum of forty-eight (48) hours of personal leave in any given fiscal year.

Requirements for Use of Personal Leave:

1. Personal leave may be requested for any reason the Member deems necessary.
2. The minimum amount of personal leave which can be taken is one-half (1/2) hour.
3. Personal leave requests must be submitted in writing to the Member's immediate supervisor, with forty- eight (48) hour advance notice when possible. The reason for such leave need not be given.
4. The request for personal leave may be denied if granting the request would negatively impact the operations of the department, division or College.

Affected members shall be paid for accrued but unused personal leave upon termination of their employment.

Section 4 - Vacation Leave

Vacation leave is offered to encourage members to promote their own health and well-being. Vacation leave will be used on a normal work hour basis. Members accrue vacation leave each month based on the members' years of service with the College and pro-rated based on their full-time equivalency factor.

Vacation leave accrual:

Months of Service	Hours per Month
1-24	8.00
25-72	12.00
73 and above	16.00

Members may carryover accrued but unused vacation leave to a subsequent fiscal year. The maximum accumulation for vacation leave is 360 hours. Once the maximum has been reached no additional vacation leave will be accrued or accumulated until vacation leave has been used by the employee. Employees are encouraged to request and use vacation leave regularly to prevent any loss of leave accrual.

Members must submit requests for vacation leave in advance of the time off request to their direct supervisor. Supervisors are expected to review requests and consider approval or denial of the request based on sound reasoning, compassion, and respect in order to ensure the continued operations of the College. Leave must be submitted by the member in the College payroll/leave system during the week the leave was approved and used or as timely as possible to ensure accurate record keeping.

Affected members shall be paid for accrued but unused vacation leave upon termination of their employment.

Section 5 - Holidays

Members shall be eligible for 13 paid holidays. Holiday hours will be prorated for any Member who is working less than 1.0 FTE (260 days) based on FTE. It is management's right to determine the placement of holidays on the official College calendar.

Southeast Community College recognizes our employees have diverse cultural backgrounds, religious beliefs and interests, and acknowledges that everyone merits time to celebrate and observe the holidays that are most meaningful to their lives. Beginning July 1, 2024, all full time professional Southeast Community College leave-eligible employees will earn eight (8) hours of Floating Holiday each fiscal year to use at their discretion. This Floating Holiday is in addition to the College's regularly scheduled and paid holidays.

The Floating Holiday will accrue on a fiscal year basis on July 1 of eight (8) hours. Unused Floating Holiday leave will not "carryover" to the next Fiscal Year. The floating holiday hours must be used all at once.

The Floating Holiday is an opportunity to observe the numerous public, state, and religious holidays which exist, and provides employees the flexibility to choose which day they want to take off from work while the College still remains open to the public and students for operation. Leave must be coordinated and approved in advance with the employee's supervisor, to ensure adequate coverage of College operations.

Affected members shall be paid for accrued but unused floating holiday leave upon termination of their employment.

Section 6 - Professional Growth and Conference

A member shall have the opportunity to be granted professional leave for the purpose of attending professional conferences subject to the approval and direction of the member's immediate supervisor. Such leave shall be for such time and under such conditions as may be determined by the member's immediate supervisor.

Section 7 - Education/Training Leave

A Professional Association member shall have the opportunity to be granted an education/training leave subject to the following conditions:

1. All members of the Professional Association shall be eligible to apply after they have served full-time (0.75 FTE or greater) with the College for at least three (3) years.
2. The member must prepare a detailed proposal describing the program to be pursued while on leave and the contributions the leave is expected to make to the member's professional improvement and ability to serve the College. The proposal will be used by the immediate supervisor, Administrative Representative, and President in evaluating the merit of the request.
3. The terms and conditions of the leave, including a plan developed by the member and the member's immediate supervisor of how the member's work assignment will be covered while the member is absent, the use, if any, of flexible scheduling, and whether the leave will be with or without pay, shall be agreed to, reduced to writing and signed by the member requesting the leave, the Administrative Representative, and the President. The signed request will be presented to the Board of Governors for their decision at least three months prior to the time the education/training leave is to begin.
4. A member granted such leave shall sign a note promising repayment of any monies if any monies are received from the College, if during or within a period of time equal to three times the time of the leave the member voluntarily resigns from the College. As an example, if a member is granted a nine-month leave, the member will be subject to the repayment clause if they leave the College within 27 months of the completion of the leave. The amount of money to be repaid shall be the amount paid in excess of the amount paid for work performed. For example, if a member works 3/4 time but is paid full-time, then 1/4 of the payment during the leave is subject to repayment.

Section 8 - Temporary Voluntary Reduced Time

The intent of this policy is to provide a procedure where a member may request a temporary voluntary reduction in work time. Normally, this policy would be used for reasons such as a personal problem, a family problem, a medical problem a requirement to attend college full-time to complete a degree, etc. This policy is not intended to be automatic with the filing of a request and the development of a plan. This policy is not intended to be used repeatedly by a member to create an ongoing reduction in the FTE of their position.

Upon the recommendation of the President and approval of the Southeast Community College Board of Governors, a temporary voluntary reduction in work time may be granted a member who:

1. Has at least two consecutive years of service with the College working eight-tenths (0.80) time or more.
2. Agrees to remain responsible for seeing that their work assignment continues to be performed satisfactorily.

3. Develops a written request for a temporary voluntary reduction in work time which includes the beginning and ending dates and the reason or justification for the request.
4. Meets with their supervisor to review the request and to develop a written plan which details how the member's work assignment will be accomplished during the temporary voluntary reduction in work time. The request and plan must be approved or disapproved, in writing, by the supervisor.
 - a. All parties will make a good faith effort to develop a plan.
 - b. The plan may include the need to hire a part-time replacement.
 - c. All parties recognize that in some circumstances it may be impossible to develop a plan.
 - d. All parties recognize that even if a plan is developed the request may not be approved. A request may be refused for reasons such as:
 - i. Granting the request would adversely affect the workload/flow.
 - ii. The request is the second or more in a series of requests that would create an ongoing reduction in the FTE of the position.
5. Forwards the request, plan, and supervisor's approval through any other levels of supervision to the Responsible Administrator. The Responsible Administrator must approve or disapprove the request and plan in writing.
6. Has the Responsible Administrator forward the request, plans and appropriate approvals to the President for their approval. If the President approves, the request will be forwarded for approval by the Southeast Community College Board of Governors. The member should allow sufficient time to develop the plan and obtain the necessary approvals so that the request, plan, and appropriate approvals reach the President at least 45 calendar days prior to the time the temporary voluntary reduction in work time is to begin.

The temporary voluntary reduction in work time shall:

1. Be for at least 5% but not more than 25% of the member's scheduled work time. In no case shall the temporary voluntary reduction in work time reduce the member's full-time equivalency factor below three-fourths (3/4) time in any given fiscal year.
2. Be for at least one (1) but not more than twelve (12) months in duration.
3. Result in a reduction to salary proportionate to the temporary voluntary reduction in work time.
4. Not affect the member's benefits except as necessary due to the reduction in salary and full-time equivalency factor.
5. Not affect the computation of a salary increase for the member. The member's base salary and not their reduced time salary shall be used in computing any salary increase which may become effective while the member is on temporary voluntary reduced time.

A member may apply for a temporary voluntary reduction in work time more than once. If an application is made for consecutive twelve-month periods or repeated applications are made, consideration should be given to whether or not the FTE of the position can be reduced. If the FTE of the position is reduced, a workload request would be required to restore the position to its former FTE level. Repeated requests for a temporary voluntary reduction in work time may be approved when it is mutually beneficial to both the member and the College.

Section 9 - Bereavement Leave

Upon application, a member may be granted approved leave for bereavement purposes. Such leave will be subject to approval of the member's immediate supervisor and shall be for such time as the member's immediate supervisor shall deem appropriate under the circumstances.

In the event of denial of a request for bereavement leave, the member will receive a written statement specifying the reason(s) for the denial of the request.

Section 10 - Civic Leave

A member elected to public office shall be granted civic leave not to exceed two (2) days per month. Such leave shall be without pay.

Section 11 - Jury Duty

Members are encouraged to fulfill their citizenship obligation of jury duty. A member scheduled for jury duty shall be excused from professional responsibilities with pay during the fulfillment of such obligations.

Section 12 - Military Leave

All members who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve, shall be entitled to leave of absence from their respective duties without loss of pay and all days during which they are employed with or without pay under the orders of authorization of competent authority in the active service of the State of the United States for not to exceed fifteen (15) workdays in any one calendar year. Such leave of absence shall be in addition to the regular annual leave of the persons named herein. When the Governor of this State shall declare that a state of emergency exists and any Member is ordered to active service of the State, an additional leave of absence will be granted until such Member is released from active service by competent authority. During additional leave of absence because of the call of the Governor, any Member subject to the provisions of revised statutes 55-160 R.R.S. 1943, as amended shall receive such portion of their salary or compensation, which will equal the loss they may suffer while in active service of the State.

ARTICLE VII MISCELLANEOUS

Section 1- Work Calendar

It is understood that it is management's right to establish the work calendar as 260 workdays. If a fiscal year contains more than 260 workdays, management shall have the right to determine which workdays shall be non-contract days. All non-contract days shall be without pay.

Section 2 - Outside Employment; Employment outside primary position as assigned by the College

The College recognizes that a Member may desire to hold additional jobs outside their primary employment with the College. Members are permitted to engage in outside work or hold other jobs subject to certain restrictions based on reasonable business concerns.

1. A Member must provide notification to their Administrative Representative prior to engaging in any additional employment outside their primary position within the College.
2. Additional employment activities must not compete with, conflict with or compromise the Colleges interests or adversely affect job performance and the ability to fulfill all responsibilities to the Members primary position with the College.
3. A Member may not engage in providing services that are normally performed by the College, use any College tools or equipment, confidential information or solicit or conduct outside employment during working time as scheduled and assigned by the College.
4. Outside or additional employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work evenings, weekends or different hours.

It is the duty of the member to notify their outside employer or business interest, in writing, that Southeast Community College is absolved of any liability due to the outside employment or business interest.

Section 3 - Personnel File information

Upon receipt of a written authorization from a Member, the College will allow the Member or a designated representative to inspect and/or copy the Member's entire Personnel File or payroll record.

Members will be notified in writing of any information that is placed in their Personnel File by persons other than the Member regarding the performance or conduct of the Member within five (5) workdays. A Member so notified shall have fifteen (15) workdays to respond to any information placed in the Member's Personnel File. Member responses shall become part of the file.

It is understood that such original files themselves cannot be removed from the premises, and the cost of any copies of the files will be assessed to the Member. The charge for any such copies shall not exceed the cost to the College of producing such copies. In determining the cost to the College, there shall be included all costs related to such production, including, if applicable, the cost of the time of the Member who produces the copies.

The College agrees to maintain one official Personnel File per individual. It is understood and agreed by the Association that an additional file on a Member may be maintained at the work situs of the particular Member. Upon the specific request to the Human Resources Division by a Member or that Member's designated representative, the College will, within five (5) workdays, acquire the information from any file

which may be kept at the Member's work situs and place such information in the Personnel File for that Member, unless such time is extended by mutual agreement of the parties.

Section 4 - Association Use of College Facilities, Services, and Bulletin Boards

The Association may transact official Association business on College property at reasonable times which do not interfere with normal College operations under the following terms and conditions:

- A. In transacting its business, the Association may use College facilities in accordance with the same procedures that College facilities are available for public use.
- B. The Association may use College mailboxes, e-mail, and other electronic media, where available, for the purpose of communicating with Association Members and exchange correspondence related to Association matters and collective bargaining. Members shall have an expectation of privacy for all e-mails related to a Member grievance or matter concerning collective bargaining. The College shall make no effort to review such private emails and shall take reasonable measures to avoid inadvertent viewing of such emails, unless the College has reasonable cause to believe any College policy or procedure has been violated. If the College has reasonable cause to believe there has been a violation of the College's internet and computer use policy by a Member with access to e-mails related to a Member grievance or matters concerning collective bargaining, the College shall provide forty-eight (48) hours' notice to the General Counsel for the Association prior to accessing any such e-mails.

Section 5 - Representatives at Board Meetings

One Professional Association representative, as designated by the Association, may attend a meeting of the Southeast Community College Board of Governors during the member's normal duty hours without cost to the Association or the representative.

ARTICLE VIII

MANAGEMENT RIGHTS

Section 1

It is understood and agreed by the parties that the College possesses the right to operate the College so as to carry out the statutory mandate and goals assigned to the College and that all management rights repose in management. Such rights will be exercised in a manner consistent with the College's mission, core values, and strategic goals and with the College's philosophy that employees are professionals who will utilize their judgment to ensure students receive the best possible learning experience. It is also understood, however, that such rights will be exercised consistent with the other provisions of this Agreement, principles of academic freedom applicable to community and technical college staff, the Constitutions of the State of Nebraska and the United States, and other applicable law. The College will implement no policy or decision impacting the economic welfare of a Member without first bargaining for such impact through renegotiation.

Section 2

These management rights include but not limited to the right:

1. To oversee and direct the day-to-day operations and management of the College.
2. To utilize personnel methods and means in the most appropriate manner and to establish position classifications and staffing needs;
3. To evaluate, manage, schedule, assign, and direct the Members of the College;
4. To hire, promote, transfer, schedule and/or assign Members in positions and locations within the College;
5. To establish reasonable work rules and rules of conduct;
6. To suspend, demote, discharge, or take other appropriate disciplinary action against Members consistent with established College policy and Nebraska law;
7. To determine the size and composition of the workforce and in accordance with Nebraska law reduce the number of Members in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive;
8. To determine the mission of the College and the methods and means necessary to efficiently fulfill that mission, including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goods or service. The provisions of this section will not be used for the purpose of undermining the Association or discriminating against any of its Members;
9. To establish the calendar and number of workdays of the College; and
10. To determine the nature, type and kind of classes or courses to be offered including the delivery method, schedule and instructor/trainer assignment of courses for each Member.

Section 3

Except as otherwise provided in this Agreement, all rights and authority of the College prescribed by law or stated in this Agreement are retained. This Agreement covers all subjects of bargaining and there shall be no duty on either party to bargain collectively for the duration of this Agreement.

ARTICLE IX

GRJEVANCE PROCEDURE

It is the intent of the College to provide members with both informal and formal procedures for processing member grievances that pertain to alleged violation or inequitable application of contract provision or College policy and against discrimination on the basis of race, color, religion, sex, age, marital status, national origin, ancestry, sexual orientation, veteran status, disability or political affiliation. All persons shall be free from any and all restraint, interference, coercion or reprisal on the part of their associates or supervisors in making a complaint or appeal.

Informal Procedure

The informal procedure as the term would imply is a procedure whereby a member who believes there has been a violation or inequitable application of contract provision or College policy can informally discuss differences or problems with one's immediate supervisor for the purpose of seeking a resolution of the problem or difference. Both the member and the supervisor should recognize that in some circumstances the problem may be due to miscommunication, misunderstanding, personality conflict, etc. and that some form of conflict resolution may be more appropriate than a grievance procedure.

Formal Procedure

The formal procedure as the term would imply is a more structured procedure. A member is strongly encouraged to go through the informal procedure in an attempt to resolve the problem before starting the formal procedure. The formal procedure is designed to ensure the member's grievance will be received and resolved as expediently as possible and at the lowest possible level of administrative authority.

Section 1 - Definitions

- A. Grievance shall be defined to mean any dispute or controversy between the member(s) of the Association and the College whereby there has been an alleged violation or inequitable application of contract provision or College policy. The term "grievance" shall not apply to any matter in which the Board of Governors is without authority to act.
- B. Aggrieved member or grievant shall be defined as the member(s) making the complaint.
- C. Party in Interest shall mean the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- D. Days shall be defined to mean calendar days excluding Saturdays, Sundays or the actual day of a holiday.
- E. Board shall be defined to mean the Board of Governors of Southeast Community College
- F. Association shall be defined to mean the Southeast Community College Professional Association.
- G. Administrative Representative shall be defined as the last person in the line of supervision before the President unless the member reports to the President in which case the President will be the Administrative Representative. For example, for a member in student services the Administrative Representative will be the Vice President for Student Services. The normal Administrative Representatives will be the Campus Directors, Vice Presidents, or the President.

Section 2 - Limitations on Certain Grievances

Except as otherwise provided herein, a grievant shall be entitled to process their grievance through all steps of the grievance procedure: that is through and including Section 5, Step 7 of this policy. The following types of grievances may only be processed up to Section 5, Step 4 of this policy:

1. Performance evaluations
2. Oral warnings or reprimands regarding unsatisfactory conduct or performance
3. Written warnings or reprimands regarding unsatisfactory conduct or performance and intensive assistance assignments
4. Lateral transfers

The decision of the President shall be final with respect to any grievance concerning the matters referred to above.

Section 3 - General Provisions and Procedures

- A. Time Limits: to be valid, a grievance must be filed within ten (10) days after the occurrence of the act or omission giving rise to the alleged grievance; provided, however, if the grievant could not have reasonably gained knowledge of the occurrence of such act or omission within said ten (10) day period, the grievance shall be raised within ten (10) days from the date the grievant could have reasonably gained knowledge thereof; but, in no event, more than twenty (20) days from the occurrence giving rise to the grievance. The time period may be extended by mutual agreement of the parties. The time limits provided for in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed relative to resubmittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or shall constitute a withdrawal of the grievance, whichever is appropriate. However, either party may request a waiver of the time limits. Such request shall not be unreasonably denied.
- B. A grievance may be withdrawn at any level.
- C. At any step in the grievance procedure through Section 5 Step 4, either party may request a meeting. Such request for a meeting shall not be unreasonably denied.
- D. At each step in the grievance procedure, the grievant must clearly state or provide the contract provision or College policy that is alleged to have been violated or inequitably applied.
- E. Except as provided for in Section I below: at least one Association Grievance Representative may attend any meetings, hearings, appeals, or other proceedings related to a grievance filed by an association member at all levels of the grievance after it has been formally presented in writing.
- F. Nothing herein contained shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any member of the administration.
- G. At any step of the grievance procedure, either party may have up to three (3) representatives of their choice present who are present as observers and may serve as consultants to the grievant.
 - a. The representatives are not to be the primary spokesperson and are urged to keep their participation in the discussions to a minimum. It is important for the grievant and/or the administrative representative to express their understanding of the problem and possible solutions. If representatives, for either party, become too actively involved in the discussion, they will be asked to leave and must agree to do so.
 - b. To preserve the informal atmosphere, no tape recording may be made during the informal grievance process.
 - c. Tape recordings may be made of meetings involved in the formal grievance process. A copy of the tape shall be supplied if requested by the other party.
- H. At any step after Step 4 of Section 4 of the grievance procedure, either party shall have the right to bring in witnesses to present factual information regarding the grievance.
- I. Nothing contained herein shall be construed to prevent any Association member from presenting a grievance and having the grievance adjusted without the intervention of the Association.

- J. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- K. All meetings and hearings under this procedure through Section 5, Step 6 shall not be conducted in public and shall include only parties in interest and their designated or selected representative. Any meeting or hearing before the Board of Governors shall be held in public unless: (1) a lawful basis exists for holding the hearing or meeting in closed session; (2) the grievant has requested a closed meeting; and (3) a majority of the Board members in attendance and voting at the meeting votes to hear the matter in closed session.
- L. In the course of any investigation of any grievance, duly designated representatives of the employer or the Association investigating such grievance will report to the Administrative Representative and state the purpose of the visit. The Administrative Representative shall cooperate fully with the designated representative in determining the facts of the grievance.
- M. If, in the judgment of the Association, a grievance affects a group or class of Association members, the Association may submit such grievance, in writing, to the Administrative Representative directly, and the processing of the grievance shall commence at Step 3 of Section 5.
- N. A single grievance form shall be used in processing grievances and is attached hereto as Appendix A.
- O. No reprisals of any kind shall be taken by the College against any party in interest, any representative, any member, or any other participant in the grievance procedure by reason of such participation, and no final action shall be taken by the College on any issues or actions which are in the grievance process.
- P. At any step in the grievance procedure through Section 5 Step 4, any decision made by administrative representatives should be accompanied by the reasoning or justification for the decision.
- Q. In Section 5 Steps 1 through 5, if the grievant wishes to appeal the grievance to the next level, the grievant must provide the reasoning or justification for appealing the decision made at the previous level.

Section 4 - Informal Procedure

All members initially are encouraged to use the following informal procedure in an attempt to solve the problem at the lowest level possible and if possible, to prevent the problem from becoming a grievance.

Step 1. Within ten (10) days after the occurrence of the act or omission giving rise to the problem, the member should contact their immediate supervisor and ask to meet to discuss the problem.

- a. The member should make it clear to the immediate supervisor that the discussion is Step 1 of the informal procedure.
- b. The member must clearly state the contract provision or College policy that is alleged to have been violated or inequitably applied.
- c. Both the member and the supervisor should seriously evaluate whether or not the problem really qualifies as a grievable occurrence. The evaluation should include consulting with a third party by both the member and the supervisor. The third party could be an Association Grievance Representative for the member and another administrative person for the supervisor.
- d. Both the member and the supervisor should recognize that in some circumstances the problem may be due to miscommunication, misunderstanding, personality conflict, etc. and that some form of conflict resolution may be more appropriate than a grievance procedure. In these situations, emotions can become a significant factor. Both parties should recognize

that the involvement of a mutually agreed upon third parties may enhance the resolution of the problem without it becoming a grievance. The College's employee assistance program currently Continuum Employee Assistance may be an excellent resource in this area.

- e. Step 1 d should be done on a timely basis. Neither party should unreasonably delay the process. If Step 1 d is actively being considered, both parties should understand the need to possibly extend the time limit associated with moving to Step 2.

Step 2. A good faith effort by both parties should be made to resolve the problem using Step 1. If the problem is not resolved in Step 1, then within ten (10) days of the initial meeting in Step 1 a, the member and the immediate supervisor should meet again to discuss the problem. If the member still believes that there is a valid grievance, the member should;

- A. Clearly state that the meeting is for the presentation of a grievance.
- B. Clearly state the contract provision or College policy that is alleged to have been violated or inequitably applied.
- C. Clearly present the facts and circumstances constituting the grievance.

Step 3. Within ten (10) days after presentation of the grievance in Step 2, the supervisor will render a decision orally.

Step 4. If the alleged grievance is not resolved by the informal procedure, the formal grievance procedure may be initiated.

Section 5 - Formal Procedure

Step 1. If, within ten (10) days of the oral decision or the date the oral decision was due if no oral decision was rendered, the grievant is not satisfied with the disposition of the grievance, the grievant shall complete the grievance form and submit it to the immediate supervisor. Within ten (10) days of receiving the grievance form, the immediate supervisor shall render a written decision by completing the "Decision Section" of the grievance form. A copy shall be forwarded to the grievant. (Grievance Form, Appendix A.)

Step 2. If the grievance is not resolved by action in Step 1, the grievant has ten (10) days to file the complaint with the next level of supervision, unless the next level of supervision is the Administrative Representative in which case the grievant shall proceed to Step 3. The supervisor shall within ten (10) days report, in writing, a decision to the grievant.,

Step 3. If the grievance is not resolved in Steps 1, or 2, the grievance shall be submitted within ten (10) days to the Administrative Representative who shall, within ten (10) days put in writing their decision to the grievant.

Step 4. If the grievance is not resolved in Steps 1, 2, or 3, the grievant may submit their grievance to the President within ten (10) days of their receipt of the decision of the Administrative Representative. The President shall conduct a good faith and thorough investigation and report, in writing, within ten (10) days their decision to the grievant.

Section 6 – Grievance Representative

- A. Members of the Southeast Community College Professional Association selected by the Association to act as Association Representatives within the context of the grievance procedure

shall be known as "Association Grievance Representatives." The names of Association Members selected as Association Grievance Representatives for the ensuing year shall be certified in writing to the President by the Association no later than September 1 of each year.

- B. One Association Member on each of the campus locations of Beatrice, Lincoln (which shall include Education Square), and Milford shall be designated by the Association as Association Grievance Representative.
- C. When requested by an Association Member, an Association Grievance Representative may investigate any alleged or actual grievance in their assigned area of responsibility and assist in its presentation. The Representative shall be allowed reasonable time as provided for in D below, for this purpose during working hours without loss of time or pay upon notification and approval of their immediate supervisor who shall not unreasonably withhold approval. The Association will, as a general practice, attempt to process grievances after the regular workday or at other times, which do not interfere with assigned duties.
- D. The Association Grievance Representatives may use time during their regular work hours for investigating grievances or attending grievance meetings with prior approval, and will be paid their regular hourly rate for such time lost up to a maximum of one hour per grievance per week, but not to exceed a total of three hours per week. All Association Grievance Representatives will be considered to be on a regular eight hour shift as far as grievance pay is concerned. If circumstances justify such action, the time limitations noted above may be extended upon approval of the Association Grievance Representative's immediate supervisor outside the bargaining unit; provided, that such approval shall not be unreasonably denied.
- E. No Association Grievance Representative or other Association officer shall leave their regularly assigned work area to investigate a grievance without first notifying their supervisor, or, in the absence of their supervisor, the person in charge.



President, Southeast Community College

7/2/24

Date



President, Southeast Community College
Professional Association

6-24-24

Date



President, Southeast Community College
Board of Governors

6-18-24

Date