

A G R E E M E N T

**Southeast Community College
Professional Association
And
Southeast Community College
Board of Governors**

Contract Year 2014-2015

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ARTICLE I

PREAMBLE

This Agreement entered into this day of April 15 , 2014, 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 (.75%) time or more by Southeast Community College, hereinafter referred to as "the Association".

This Agreement entered into by and between the College and the Association has as its purpose the promotion of harmonious relations between the College and the Association; and the establishment of an equitable and peaceful procedure for the resolution of difference as provided by the statutes of the State of Nebraska currently in effect and as revised in the future.

It is the intent of the parties to comply with the provisions of Chapter 48 R.R.S. adopted by the Nebraska Legislature and through a system of College-Association cooperation provide for the well-being of members and maintain high standards of performance on behalf of the public.

The Association recognizes the prerogative of the College to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, which the College must retain in order to properly, operate and manage its affairs as required by law.

Except as expressly provided otherwise by the terms of this Agreement, the College reserves and retains full right and authority and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the College and its professional staff, to determine and administer educational policy, to operate the College and to direct the professional staff, and otherwise retain the rights, authority and discretion which are exclusively vested in the College under governing law, rules and relations as set forth in the Constitution and Laws of the State of Nebraska and of the United States.

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 are employed with a full-time equivalency factor of three quarters (75%) time or more by the College and who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). An employee who is assigned to work in multiple exempt classifications, which includes administrative and/or 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 his or her time working in administrative and/or faculty classifications. 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.

Rodney Gustafson (Information Systems Technician) has been included in the bargaining unit represented by the Association under a previous bargaining unit definition. So long as he continues to be employed by Southeast Community College in his present position, then he shall remain a member of the bargaining unit represented by the Association. Membership in the bargaining unit for Rodney Gustafson shall terminate upon termination of employment, or upon transfer to a new position which is not included in the bargaining unit represented by the Association. The position of Information Systems Technician shall cease to be a bargaining unit position when Rodney Gustafson terminates his employment or is reassigned to a new position.

By mutual agreement any employees of the College who meet the qualifications for membership in the Association but who are assigned to the John Deere Training Program or the Okuma Training Program shall not be:

1. represented by the Association,
2. considered members of the Association,
3. covered by the Association agreement.

The exclusion of John Deere Training Program and Okuma Training Program employees from the Association shall be effective July 1, 2007 and continue until both the Association and the College agree to change their status.

For purposes of this Agreement, computation of full-time equivalency shall be based on 2,080 hours (40 hours per week for 52 week 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. Said notification shall include a list of all individuals and positions added to or subtracted from the prior year's notification.

ARTICLE III

NEGOTIATION PROCEDURE

So long as the Association continues to represent professional staff employees, negotiations for a successor agreement shall be conducted utilizing the following procedure:

1. By September 1, 2014, 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 by November 1, 2014 whether or not it wishes to modify all or part of the Agreement.

2. In the event such notice is given, negotiations shall begin as soon thereafter as agreed by the parties.

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

4. 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.

5. Either party may utilize the services of outside consultants and may call upon professionals or lay persons to assist in negotiations.

6. Negotiations shall be conducted in closed and executive session.

7. 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.

8. Should an impasse develop, the parties shall use the Statutes relative to the Commission of Industrial Relations. By mutual agreement, when impasse is evident, the parties may employ the services of a trained mediator.

ARTICLE IV

SPECIAL PROVISIONS

1. This Agreement shall constitute the full and complete commitments between both parties and 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. Any and all individual contracts between the "College" and "Members" involving topics covered by this Agreement shall be subject to and consistent with the Agreement.

3. No provision of the College personnel handbook as it applies to Association members shall be contrary to or inconsistent with the applicable provisions of this Agreement.

4. If any provision of this Agreement, or any application of the agreement to any Member or group of Members, shall be found 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.

5. Copies of this agreement entitled "Agreement-SCC Professional Association and SCC Board of Governors" shall be printed by the College at the mutual expense of both parties within thirty (30) days of the signing of this Agreement and shall be made available to the Association. Either party, however, may at its discretion distribute copies of the agreement to such other persons as it may desire.

6. This Agreement shall be effective as of July 1, 2014, and shall continue in effect until June 30, 2015, or thereafter until a new agreement is implemented.

7. All Members will receive equal consideration under this Agreement without regard to race, color, religion, sex, age, marital status, national origin, ancestry, sexual orientation, veteran status, disability, or political affiliation.

8. 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.

9. 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 in, or non-membership in, the Association.

10. The Association recognizes its responsibility as bargaining representative and agrees to represent all members in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE V

SALARY AND FRINGE BENEFITS

Section 1 - Salary Plan

For the contract year 2014-15, members who were contracted for professional obligations prior to July 1, 2014 and retained for the 2014-15 contract year shall receive a salary increase equal to \$1,081 times the member's full time equivalence factor plus 2.148% of the member's 2013-14 base salary.

Any member, who is on intensive assistance at the time this agreement is executed, shall not be entitled to any salary increase provided by this agreement. A salary adjustment, if any, shall be determined by the College.

Section 2 - SCC Ben Dollars

The intent of SCC Ben Dollars is to insure the cost to the College is the same regardless what insurance selections are made by a member.

For the contract year 2014-15 the College will make available to each member \$ 1,403 for the month of July 2014 and \$ 1,436 for each remaining month of the 2014-15 fiscal year of SCC Ben Dollars. SCC Ben Dollars are available for members to use to pay the cost of health insurance. All members will be required to take a health insurance option.

If the cost of insurance options selected by a member exceeds the SCC Ben Dollars available, all additional costs will be withheld from the member's paycheck.

Any SCC Ben Dollars not used by a member to pay for health insurance, may be taken as cash subject to a reduction for the College's cost of FICA, retirement, and any other future College cost that is a percent of salary. Any amount taken in cash is not and will not be considered part of the member's base salary. To simplify computation and application, the following will be done for all members:

1. all amounts involved will be rounded to whole dollars.
2. retirement will be based on the maximum level of 8.00%.

The following example is presented for illustration purposes only. The computation for each member will depend upon their choices.

	<u>July</u>	<u>August</u>
SCC Ben Dollars	1,403	1,436
Health insurance options selected	513	525
Difference	890	911
Reductions for College's costs		
FICA	59	60
Retirement	62	63
Cash Back	770	788

Section 3 - Health Insurance

The College will make available group health insurance coverage for the members and dependents of members. Coverages provided will include, if offered, but not limited to Blue Cross/Blue Shield Blue Preferred \$ 750 deductible plan

Section 4 - Retirement Plan

The College agrees to make available a group retirement plan (TIAA-CREF Retirement Plan) and will contribute an amount equal to the member's contribution, but the College's matching contribution shall not exceed 8.00%.

Section 5 - Long Term Disability Insurance

The College will make available a group long term disability insurance program for members

Section 6 - Life Insurance

The College agrees to make available a group term life insurance program with a minimum coverage of at least \$ 10,000.

Section 7 - Tuition Reimbursement

A member shall have the opportunity to be reimbursed for costs incurred for the completion of undergraduate or graduate credit courses 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 24 semester or equivalent credit hours in any two consecutive fiscal years. The 24 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 and 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.

6. 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:
 - a. 100% for courses completed in the last 12 months
 - b. 66% for courses completed in the last 13 to 24 months

The repayment to the College will be made within six months of termination unless other payment arrangements are made with the College. This section applies to courses begun after July 1, 2007. 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 Remission Policy for Members and Dependents

A member may enroll in any course(s) offered by the College under the following conditions.

Credit course(s)

1. The tuition shall be waived but the member shall pay the amount of any additional instructional costs (books, laboratory fee, materials, fees, etc.)
2. The course(s) does not conflict with the member's professional responsibilities with the College.

Non-credit course(s)

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

A spouse or dependent of a member may enroll in any course(s) offered by the College under the following conditions:

Credit course(s)

The spouse or dependent shall pay one-half (1/2) of the tuition plus all additional instructional costs (books, laboratory fee, materials, fees, etc.).

Non-credit course(s)

1. If the maximum enrollment in the course has not been reached.

2. If the minimum enrollment in the course has been reached.
3. The spouse or dependent shall pay one-half (1/2) of the tuition plus all additional instructional costs (books, laboratory fee, materials, fees, etc.).
4. Tuition remission shall not apply to courses that have been designated as exempt from tuition remission

(Dependent is defined as a dependent for Federal income tax purposes.)

Section 9 - Safety Eye Wear

The College will reimburse members required to wear protective eyeglasses for the cost of one pair of protective eyeglasses each fiscal year. The College will negotiate an annual contract with a local vendor or vendors for the procurement of protective eyeglasses. The College will reimburse the member at the negotiated price or the actual cost if less than the negotiated price. If a member chooses a style of eyeglasses different than the negotiated style(s), the College will only reimburse the negotiated price or actual cost whichever is less. If a member chooses to use a different vendor, the College will only reimburse the negotiated price less \$10 or the actual cost whichever is less.

Section 10 - Employee Assistance Program

The College will provide 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 11 - Reimbursement Account

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.

ARTICLE VI

LEAVE POLICIES

Section 1 - Sick Leave

A. 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.

1. Immediate family is defined as spouse, children, parents, parents-in-law, grandparents, grandchildren, brothers, sisters.
2. Doctor and dental appointments are to be scheduled outside the normal working hours if at all possible. Time for those appointments that must be made during working hours shall be recorded as sick leave.
3. Sick leave may be taken by individuals employed on contract three-fourth time or more.
4. 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.
5. After a member uses all accumulated sick leave, pay for absences due to illness, sickness, injury, or disability shall be deducted at the hourly rate of pay as computed in accord with the terms of the contract of each member.
6. Holidays occurring within the period that the member is absent on sick leave shall not be recorded as sick leave.
7. An employee absent five (5) or more continuous work days due to his/her own illness or injury will be required to present a written statement from the employee's attending medical provider stating that the employee is able to return to work. Such medical provider's statement should include any applicable restrictions regarding the employee's ability to perform his/her essential job functions. This is to help maintain a healthy and safe working environment for students and College staff. Employees are requested to provide the College with as much advance notice as possible in any situations where the employee will be absent for five (5) or more continuous work days due to the use of sick leave. An employee 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 employee expects to return to work. This will allow the College to minimize any disruptions to the educational process for students and to other staff.
8. While a member is on sick leave, all salary and benefits will continue to be paid as

prescribed in College policies.

9. 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.
10. New employees, during their first year of employment, are allowed to take up to 12 days of sick leave even if they have not earned the sick leave yet. Any new employee who takes advantage of the advanced sick leave shall reimburse the College for all used but unearned sick leave upon separation and if the employee fails to do so, the College is authorized to deduct such amount from the employee's final paycheck.

B. Members will accrue and accumulate sick leave as follows:

1. Members will accrue one day of sick leave for each month of employment during the fiscal year.
2. A day shall be equal to eight (8) hours times the employee's full-time equivalency factor for all employees in classifications other than faculty.
3. Members can accumulate unused sick leave to a maximum of 100 days. When the maximum is reached, additional days of sick leave will not accrue.

Section 2. - Long Term Disability Leave

Once a member satisfies a 120 calendar day elimination period for any particular illness or accident, or related illness or accident, the member may be placed on long term disability leave for the duration of the illness or accident.

A member may be placed on long-term disability leave whether or not the member qualifies for the College's long term disability insurance plan. Disability leave may be granted for less than the full time equivalence of the member's position. That is, the member may work part-time and be on long term disability leave part-time.

Long-term disability leave shall be without pay. The College will pay employer contributions for long term disability insurance and the services of Continuum Employee Assistance Services for the lesser of 120 calendar days or until such time as the employee becomes eligible for benefits under the provisions of the long term disability insurance plan. The College will continue to pay the health insurance premium for the employee's current coverage for the lesser of two (2) calendar years or until the employee reaches age 65, provided that the member is not covered by other health insurance. If the employee'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.

Long-term disability leave shall be granted upon the recommendation of the Administrative Representative and the approval of the President. Members on long term disability leave shall be required to file with the College a physician's statement setting forth the nature of the disability. The terms and conditions of the long term disability leave shall be agreed to, reduced to writing, and signed by the member requesting the long term disability leave and the President. The signed memorandum shall include long term disability leave beginning date, ending date (if this date can be determined),

reassignment conditions, availability of College benefits during time of long term disability leave, and other pertinent details.

Employees returning to work from long term disability leave are allowed to take up to 12 days of sick leave even if they have not earned the sick leave yet. Any such employee who takes advantage of the advance sick leave shall reimburse the College for all used but unearned sick leave upon separation and if the employee fails to do so, the College is authorized to deduct such amount from the employee's final paycheck.

The College will train employees, who volunteer, to serve as advocates for employees going on long term disability. These volunteers will assist employees going on long term disability to:

- Complete paper work on a timely basis
- Understand College policy and procedures regarding long term disability
- Facilitate meetings
- Meet appropriate deadlines

Section 3 - Personal Leave

Members will be granted twenty-four (24) hours times their full-time equivalency factor of personal leave with pay per fiscal year upon approval by the member's immediate supervisor. A member may carryover up to sixteen (16) hours times their full-time equivalency factor of unused personal leave into the next fiscal year resulting in a maximum of forty (40) hours times their full-time equivalency factor of personal leave with pay in any given fiscal year

Personal leave may be requested for any reason the member deems necessary.

The minimum amount of personal leave, which can be taken, is 1/2 hour. All personal leave is to be taken in increments of 1/2 hour.

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.

The request for personal leave may be denied if granting the request would cause the operations of the College to be impaired as a result of the number of such requests already submitted and approved.

Section 4 - Vacation Leave

Vacation leave for members accrues on a July 1 through June 30 fiscal year except that members placed on a specified calendar of 230 or fewer days will not accrue vacation leave. A member may carry over into the new fiscal year a maximum of unused vacation leave equal to one and one half (1 1/2) times the annual rate at which the member was accruing vacation leave at the end of the old fiscal year.

Vacation leave shall be taken on a normal work hour basis. Holidays falling within a period of vacation leave shall not be counted as vacation leave.

Requests for vacation leave shall receive the approval of the immediate supervisor.

Members will accrue vacation leave on a monthly basis according to the following schedule multiplied by the employee's FTE status:

Months of Service	Hours per Month
1-24	6.67
25-72	10.00
73 and above	13.34

Section 5 - Holidays

Members shall be eligible for 12 paid holidays except that members placed on a specified calendar of 230 or fewer days are not eligible for paid holidays. Currently, the approved holidays are New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2), and Winter Break (5). It is agreed that it is management's right to determine the placement of holidays on the official College calendar.

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 full-time equivalency or greater) with the College for at least three (3) years.
2. First, 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. Second, 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 term 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 - Bereavement Leave

Upon application, a member may be granted approved leave for funeral purposes. Such funeral 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 9 - Civic Leave

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

Section 10 - Jury Duty

Members are encouraged to fulfill their citizenship obligation of jury duty. A member's salary will continue for time spent in jury service, provided, however, that members serving on jury duty will be compensated at a rate equal to the difference between what they have received for serving on such jury duty and what their normal daily salary would otherwise have been. If a member, upon reporting for jury duty in the morning learns that they are dismissed from jury duty, they shall return at once to their campus and resume their duties or do additional work as assigned for the balance of the day. When a member is entirely dismissed from jury duty, they shall report for duty at their campus. If a member performs their normal work assignment in addition to their jury duty, they should receive the additional compensation from jury duty. This is to be arranged with the Administrative Representative.

Section 11 - Military Leave

All members who shall be 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.

Section 12 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:
 - a. The beginning and ending dates
 - b. The reason or justification for the request.
4. Meets with his or her 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 work load/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 his or her 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 but not more than twelve 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.

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 - Paychecks

Members shall be paid in twelve equal installments paid on the last weekday of the month, provided, however, should such weekday be a holiday, then the members shall be paid on the weekday immediately preceding the holiday. For the purposes of this Agreement, a weekday shall be Monday through Friday.

Section 3 - Payroll Deduction For Association Dues

The College agrees to provide for payroll deduction of Association dues and other Association special service programs. This total amount, to be deducted in equal installments beginning July 1, shall be transmitted to the Treasurer of the Southeast Community College Professional Association on the first working day of each month.

The Association shall provide a current copy of its Constitution and By-Laws to the College Area Business Office. The Association shall notify each member of the amount of a change in dues prior to informing the College of the amount of the change. Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each Member and the Association hereby authorize the College to rely on and to honor certifications regarding the amounts to be deducted and the legality of the adopting action specifying such amount of Association dues together with a copy of such authorization from the Association. The amount of the individual dues shall from time to time be certified in writing by the Association President to the College Area Business Office.

The College agrees to provide the withholding of dues and payout of those dues to the Treasurer of the Association without a service charge to the Association.

The authorization for payroll deduction shall be done using the form in Appendix B. Termination of the payroll deduction shall be done using the form in Appendix C.

The Association agrees to indemnify and hold the College harmless against any and all claims, suits, orders or judgments brought or issued against the College as a result of any action taken or not taken by the College under the provisions of this Article.

Section 4 - Outside Employment

A member, with the prior notification to the Administrative Representative, may engage in additional employment or acquire private interest in business, provided such employment or interest does not interfere with the interests of the College or the member's ability to carry out their responsibilities to the College.

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 5 - Personnel File information

1. Upon receipt of a written authorization from the member, the College will allow a member or a designated representative to inspect or copy their entire Personnel File or payroll record.

2. Members will be notified of any information that is placed in a member's Personnel File by persons other than 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 Files. Member responses shall become part of the file.

3. 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 employee who produces the copies.

4. 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 sites of the particular member. Upon the specific request to the Personnel Office 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 site and place such information in the Personnel File for that member unless such time is extended by mutual agreement of the parties.

5. No report, letter, or document shall be placed in a member's file subsequent to the discharge, resignation, or retirement of the member, unless a copy of such report, letter or document is mailed to the member at the last known address of the member, except reports, letters, or documents originated and signed by the member.

The inclusion of such report in the member's Personnel File shall not be a grievable issue provided that conditions listed in Paragraph (2) of this section have been complied with. This in no way prevents the member from taking any recourse they would otherwise have, and provided further that nothing contained herein shall be determined to be a waiver by an member to bring action in a court of competent jurisdiction.

Section 6 - Association Use of College Facilities, Services and Bulletin Boards

The Association may transact official Association business on College property at reasonable times, which will not interfere with normal College operations.

In transacting its business, the Association may use College facilities in accordance with the same procedures that College facilities are available for public use.

The Association may use College mailboxes, Email, and other electronic media, where available, for the purpose of communicating with Association members.

The Association may use designated College bulletin boards for the purpose of communicating Association business to members. The following bulletins and notices are eligible:

1. Notices of Association meetings.
2. Notices of Association elections and results.
3. Notices of Association recreational and social activities.

The Association agrees to use bulletin boards only for the posting of bulletins and notices, which comply with the aforementioned guidelines.

All newly hired professional staff shall receive information about the Association and membership therein in their hiring information packets. Such information shall be composed by the Association and shall be printed by the Association to College standards and distributed by the College.

Section 7 - 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. It is also understood, however, that such rights will be exercised consistent with the other provisions of this Agreement.

Section 2.

These management rights include, but are not limited to the following.

1. To utilize personnel methods and means in the most appropriate manner and to establish position classifications;
2. To manage and direct the employees of the College;
3. To hire, promote, transfer, or assign employees in positions within the College;
4. To establish reasonable work rules and rules of conduct;
5. To suspend, demote, discharge or take other appropriate disciplinary action against employees consistent with Nebraska law.
6. To determine the size and composition of the work force and in accordance with Nebraska law reduce the number of employees 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;
7. 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 the Section will not be used for the purpose of undermining the Association or discrimination against any of its members;
8. To establish the calendar of the College; and
9. To determine the nature, type and kind of classes or courses to be taught.

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

GRIEVANCE 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 his or her 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

- A. Performance evaluations
- B. Oral warnings or reprimands regarding unsatisfactory conduct or performance.
- C. Written warnings or reprimands regarding unsatisfactory conduct or performance and intensive assistance assignments.
- D. 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 party(ies) 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.

Step 5. A grievance not settled in Steps 1, 2, 3, or 4, which the grievant wishes to pursue may be appealed to the Board by filing within ten (10) days of the receipt of the President's decision, a grievance with the Chair of the Board of Governors. The Board shall arrange a hearing within thirty (30) days after the receipt of the appeal.

Step 6. A prehearing conference shall be held at least 5 days prior to the Board hearing. The grievant and their representatives and the College and its representatives shall discuss and prepare a memorandum for the Board hearing officer/Board chair including the following:

- a. a brief description of the general nature of the grievance and the contention(s) of the parties.

- b. a numerical listing of all exhibits to be presented.
- c. names and addresses of all witnesses who may be called to testify at the Board hearing.
- d. a list of genuinely controverted facts in dispute.
- e. a summary of any documents, reports, or notations from any personnel, supervisor, or other files used by either party.
- f. the order in which the evidence should be presented.

At any time during the prehearing conference, the parties may reach a mutually agreeable decision and terminate the grievance process. The decision will be in writing and binding on both parties.

Step 7. The Board Chair shall determine the procedures to be followed at the Board hearing. Among other things, the Chair may limit the amount of time which each party will have to present or oppose the grievance. If agreeable to the Association and the College, the chair may specify that the grievance will be presented solely on the basis of written arguments, affidavits, and supporting documents, or may permit the parties to testify and call witnesses at the hearing. The Chair may also specify that the hearing will consist of the entire Board, or, as many members of the Board as may be designated by the Board Chair. The Board shall arrange a time and place to take evidence, and hear the grievance and shall issue its decision within ten (10) days after such hearing. A transcript of the proceedings of the meeting may be made and the cost shall be borne by the party requesting such transcript.

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.

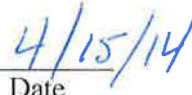
E. No Association Grievance Representative or other Association officer shall leave their regularly assigned work area to investigate a grievance without first notifying their supervisor, or, in the absence of their supervisor, the person in charge.

SOUTHEAST COMMUNITY COLLEGE

SOUTHEAST COMMUNITY COLLEGE
PROFESSIONAL ASSOCIATION



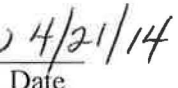
President



Date



President



Date

Appendix A

**Southeast Community College
Grievance Form**

Name

Date

Campus

Home phone number

Has the informal procedure been completed? Yes No

Date of presentation of the informal grievance: _____ Deadline date oral decision due: _____

Date oral decision was given: _____

Specific contract provision or College Policy alleged to have been violated or inequitably applied. Present the facts and circumstances constituting the grievance. Attach additional pages if needed.

Remedy sought:

Signature

Date

Decision to include the reasoning or justification for the decision:

Step 1

Signature of Supervisor

Date

If an appeal is being made to the supervisor in Step 2, please provide the reasoning or justification for the appeal of the decision given in Step 1

Grievant's Signature

Date

Southeast Community College Grievance Form

Decision to include the reasoning or justification for the decision

Step 2

Signature of Supervisor Date

If an appeal is being made to the Administrative Representative in Step 3, please provide the reasoning or justification for the appeal of the decision given in Step 2.

Grievant's Signature Date

Decision to include the reasoning or justification for the decision

Step 3

Signature of Administrative Representative Date

If an appeal is being made to the President in Step 4, please provide the reasoning or justification for the appeal of the decision given in Step 3.

Grievant's Signature Date

Decision to include the reasoning or justification for the decision

Step 4

Signature of President Date

Southeast Community College
Termination of Payroll Deduction for
Southeast Community College Professional Association

Social Security number ____ - ____ Datatel number _____

Name of member
 (Last) (First) (Middle)

Campus _____ Division

I hereby terminate the authorization for automatic deduction from my earnings an amount for the payment of monthly Association fees established by the Southeast Community College Professional Association. This termination shall be effective for the next paycheck processed, with the normal payroll cutoff dates, after this form is received by the College Area Business Office. The College Area Business Office shall provide a copy of this termination form to the Southeast Community College Professional Association Treasurer.

Member's Signature

Date