

AGREEMENT

**Southeast Community College
Faculty Association
and
Southeast Community College
Board of Governors**

**Contract Years
July 1, 2017- June 30, 2019**

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ARTICLE I – PREAMBLE

This Agreement is entered into this ___ day of _____, 2017, 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 FACULTY ASSOCIATION, an incorporated association of full-time Faculty Members of 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:

"The mission of the Southeast Community College (SCC) is to empower and transform its students and the diverse communities it serves. The College provides accessible, dynamic, and responsive pathways to career and technical, academic transfer, and continuing education programs. Student success and completion is maximized through collegiate excellence, exemplary instruction, comprehensive student support services, enrichment programs, and student-centered processes. SCC is committed to a proactive and evidence-based approach that continually assesses and responds to student, community, and employer demand for higher education."

The Agreement is also designed to support the College's 2015-19 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.

The Agreement recognizes that the College's Governing Board delegates day-to-day management and operation of the institution to the administration and that the College relies on its faculty and staff members to carry out both classroom and non-classroom roles to facilitate student success and completion. It is the expectation of the College that supervisors and management will make appropriate decisions in a manner which is responsible, compassionate and reflective – considering the best interests of the students, as well as that of the faculty, staff, college and taxpayers.

ARTICLE II – RECOGNITION OF BARGAINING UNIT AND UNIT MEMBERSHIP

Recognition of Bargaining Unit: The College has recognized the Southeast Community College Faculty Association for the purposes of representing all full-time Faculty Members (Members) serving on one of the three campuses at Lincoln, Milford, or Beatrice, or at any other approved College location, excluding all part-time Faculty, administrative, professional staff, and support staff personnel as provided herein; this recognition is pursuant to Case No. 399, Representation Case 135 of the Nebraska Commission of Industrial Relations. For purposes of this Agreement, full-time faculty member shall include those faculty members employed .8967 FTE or greater based upon a 1.0 FTE calculated based upon 213 contract days.

ARTICLE III – NEGOTIATION PROCEDURE FOR SUCCEEDING NEGOTIATED AGREEMENT

Section 1: 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. Negotiations shall follow the procedures set forth in Neb. Rev. Stat. §§ 48-818, 48-818.01, 48-818.02 and 48-818.03.

The parties agree that it is in the interest of the College that members of the Faculty Association Negotiating Team be actively involved in the development and negotiation of the Collective Bargaining Agreement. Therefore, during any term in which negotiations take place, the College will grant to the Association's designated Chief Negotiator release time amounting to a reduction in one course from that faculty member's standard course load. Such release will not adversely impact the Member's right to receive overload pay during that term.

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.

ARTICLE IV – SPECIAL PROVISIONS

Section 1: This Agreement shall be effective as of July 1, 2017, shall continue in effect until June 30th 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.

Section 2: Any and all individual contracts between the "College" and individual "Members" involving topics covered by this Agreement shall be subject to and consistent with the Agreement.

Section 3: No College policy or provision of a College Handbook 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 provision of a College Handbook, the Agreement shall take precedence.

Section 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.

Section 5: Copies of this Agreement shall be printed by the College at the mutual expense of both parties within thirty 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.

Section 6: 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.

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

Section 8: 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:

A. Total Compensation Package Increase: The Total Compensation includes base salaries, health and dental insurance and health and dental benefit dollars, life insurance, long-term disability insurance, FICA and Medicare taxes, and College retirement contributions.

1. 2017-2018 Contract Year: For the 2017-2018 contract year faculty personal services Total Compensation shall increase 3.9% over the immediately previous contract year.

2. 2018-2019 Contract Year: For the 2018-2019 contract year faculty personal services Total Compensation shall increase 3.9% over the immediately previous contract year.

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

C. Member on Intensive Assistance: Any Member placed on intensive assistance, in writing, prior to the date of execution of the Agreement, notwithstanding its effective date, shall not be entitled to such increase and shall instead receive such increase, if any, as determined by the College.

Section 2 – Base Workload and Overload:

A. Definition of Base Workload: The compensation provided in Section 1, Salary Plan shall be based on either a credit hour or contact hour basis determined by the area of instruction which a Member is assigned as defined below and by the Instructional Handbook – Workload Guidelines.

The purpose of the Base Workload definition is to provide fair and comparable Workloads for faculty across academic disciplines and assesses Workload in metrics which conform to Nebraska Community College practices.

Base workload is considered utilizing an implied standard 35-hour workweek, however as exempt professionals, Member weekly schedules and hours may vary based upon each Member's professional discretion. Base workload includes instructional/student contact time, student advising, professional development, division/committee meetings, labs, committee work, grading and preparation time for teaching, and scheduling/posting five (5) office hours per week (faculty shall schedule office hours with the goal of maximizing their accessibility to students). Because the College's philosophy is that faculty are professionals who will utilize their best judgment to ensure students receive the best possible learning experience, there is no set on-campus hour requirement for faculty to fulfill the above-defined Base Workload. Members shall have a set weekly schedule for contact hours, required

meetings, trainings, and office hours. Other than this subset of workload components, Members shall have no set weekly schedule, but will utilize their professional judgment to ensure all of the above-defined Base Workload components are fulfilled. Members placed on intensive assistance may have a set schedule for all components of the above-defined Base Workload.

Courses for each Faculty Member will be scheduled by the Responsible Administrator, defined as: Associate Dean, Dean, Vice-President for Instruction or President.

Faculty workload is designed to maximize student success and completion, and to align with the College's mission, strategic goals and objectives. Assignment and scheduling of workload shall be made with primary consideration given to maximizing student success and completion, and aligning with the College's mission, strategic goals and objectives, but reasonable and thoughtful consideration shall be given to the needs of the faculty, as well as principles of equity and fairness.

Base Defined Workload is defined as the following:

1. Arts and Science Division – Academic Transfer (AA/AS Degrees) - Program focused on lecture courses requiring extra preparation and grading outside the classroom, along with science based laboratory activities involving student activities and grading will be assigned 18-20 contact hours per week.

2. Associate of Applied Science Degree, Diploma or Certificate Programs – These programs fall into three categories:

Category 1 – those with predominately lecture hours with some internships or minimal lab experience.

Category 2 – those that have clinical-related courses.

Category 3 – those that are more heavily involved in laboratory or work-based experiences. These areas will be based on a contact hour per week.

Category 1 – (18-20 contact hours per week)

Programs: Business Administration, Office Professional, Early Childhood Education, Long-Term Care Administration, Geographic Information Systems, Criminal Justice, Adult and Juvenile Services and Corrections, Law Enforcement and Homeland Security

Category 2 – (22 contact hours per week)

Programs: Human Services, Associate Degree Nursing, Paramedic, Dental Assisting, Medical Assisting, Medical Laboratory Technology, Pharmacy Technician, Physical Therapist Assistant, Polysomnographic Technology, Practical Nursing, Radiologic Technology, Respiratory Care, Surgical Technology

Category 3 – (25 contact hours per week)

Programs: Fire Protection Technology, Fire and Emergency Services Management, Culinary Hospitality, Dietary Manager, Agriculture Business and Management Technology, Horticulture and Turfgrass Management, Precision Agriculture, Computer Information Technology, Graphic Design/Media Arts, Building Construction Technology, Design & Drafting Technology, Electrical & Electromechanical Technology, Electronics Systems Technology, Energy Generation Operations, Heating, Ventilation, Air Conditioning & Refrigeration Technology, Auto Collision Repair Technology, Automotive Technology, Deere Construction & Forestry Equipment Tech, Diesel-Ag Equipment Service Tech., Diesel Technology – Truck, Ford Automotive Student

Service Educational Training, General Motors Automotive Service Educational Training, John Deere Tech, Manufacturing Engineering Technology, MOPAR – Chrysler, Dodge RAM, Jeep College Automotive Program, Motorcycle, ATV and Personal Watercraft Technology, Nondestructive Testing Technology, Precision Machining and Automation Technology, Professional Truck Driving Training, Welding Technology, Land Surveying/Civil Engineering Technology

No application of or modification to the Instructional Handbook may result in an increase to the above-defined Base Workload.

It is the expectation of the College that supervisors will utilize reasonable, compassionate and thoughtful judgment in their scheduling.

B. Compensation for Overload: A Member may be assigned by the College Administration to teach an additional course(s) or otherwise perform work beyond the Base Workload which exceeds the defined base credit hour or contact hour for the area of instruction. The College administrator assigning a Member the opportunity for overload shall first obtain written approval from the Vice President for Instruction or his/her designee through a signed form or email for such overload assignment. The Member shall not perform any designated service until he/she receives a copy of the written approval. It is the expectation of the College that supervisors will utilize reasonable, compassionate and thoughtful judgment in their scheduling.

Overload Rate Table – Table “A”

<i>Overload Rate – Per Credit Hour Per Quarter</i>	
2017-2018	\$624
2018-2019*	\$648

*Adjusted by 3.9%.

For Members teaching in the Arts and Science Division/Academic Transfer or in a Category 1 program, compensation for overload assignments will be paid on a per credit hour basis using the following formula:

$$(((\text{Total contact hours assigned per quarter}) - (\text{Total Base contact hours per quarter})) \times 1.00) / 10 \times \text{Rate in Table A}$$

For Members teaching in a Category 2 program, compensation for overload assignments will be paid on a per credit hour basis using the following formula:

$$(((\text{Total contact hours assigned per quarter}) - (\text{Total Base contact hours per quarter})) \times .82) / 10 \times \text{Rate in Table A}$$

For Members teaching in a Category 3 program, compensation for overload assignments will be paid on a per credit hour basis using the following formula:

$$(((\text{Total contact hours assigned per quarter}) - (\text{Total Base contact hours per quarter})) \times .72) / 10 \times \text{Rate in Table A}$$

Overload shall be calculated and paid on a per-term basis and shall not be averaged over multiple terms or annualized, unless otherwise agreed by the Member and Responsible Administrator. Overload assignment by the Responsible Administrator will be based on reasonable and thoughtful consideration of needs of the College, students, and faculty.

Overload Maximum: The maximum overload assignment permitted will be one (1) course per quarter unless otherwise agreed upon by the Member and the Responsible Administrator.

Section 3 – Other Compensation: For matters related to Other Compensation, acts of the Responsible Administrator will be based on reasonable and thoughtful consideration of needs of the College, students, and faculty.

A. New Course Development: Any Member may be assigned by the College to perform services for the College for new course or curriculum development. Work performed on new course or curriculum development shall be compensated, at the College’s discretion, with either (1) release time equal to the credit hours of the course developed, or (2) paid as overload equal to the credit hours of the course developed. If release time is offered, such release time shall be given during the term in which the additional work is performed, unless otherwise agreed by the Member and Responsible Administrator.

The Responsible Administrator assigning a Member the opportunity to perform services for new course or curriculum development shall first obtain written approval from the Vice President for Instruction or his/her designee through a signed form or email. The Member shall not perform any designated service until he/she receives a copy of the written approval for the new course development.

B. Student Organization Sponsorship: A Member may be assigned the opportunity to perform services relating to student organization sponsorship. A student organization is defined, within the Student Organization Guidelines, as a student organization which is affiliated with a Program of Study, or is identified by the Responsible Administrator to be academically related to the program in which the instructor is employed. The Responsible Administrator assigning a Member the opportunity to perform services relating to student organization sponsorship shall first obtain written approval from the Vice President for Instruction or his/her designee through a signed form or email. The Member shall not perform any designated service until he/she receives a copy of the written approval

The Responsible Administrator and the Member, shall agree on the scope of responsibilities based on the schedule of meetings/events/activities for the organization each term and the number of hours for the term. A written document will be developed by the College describing the terms, conditions, and expectations for the Student Organization Sponsorship. Any deviation from the approved agreement must be approved in advance by the Responsible Administrator.

Work performed shall be compensated, at the College’s discretion, with either a stipend using the following formula:

$$(\text{the number of hours per quarter assigned}) \times (\text{the established rate of } \$36 \text{ per hour}) = \text{stipend total}$$

OR equivalent release time from their full-time teaching schedule. If release time is offered, such release time shall be given during the term in which the additional work is performed, unless otherwise agreed by the Member and Responsible Administrator.

C. Production Activities: A Member may be assigned the opportunity to perform services relating to Production Activities. The Responsible Administrator assigning a Member the opportunity to perform services for the College as in the form of production activities shall first obtain written approval from the Vice President for Instruction or his/her designee through a signed form or email. The Member shall not perform any designated service until he/she receives a copy of the written approval.

The Responsible Administrator and Member shall agree on the scope of responsibilities, activities to be completed in the term, and a total number of hours to be spent on such production activities. A written document will be developed by the College identifying the production activities to be completed, scope, expectations and activities performed. Any deviation from the approved agreement must be approved in advance by the Responsible Administrator.

Work performed shall be compensated, at the College's discretion, with either a stipend using the following formula:

$$(\text{the number of hours per quarter assigned}) \times (\text{the established rate of } \$36 \text{ per hour}) = \text{stipend total}$$

OR equivalent release time from their full-time teaching schedule. If release time is offered, such release time shall be given during the term in which the additional work is performed, unless otherwise agreed by the Member and Responsible Administrator.

D. Program Chair/Program Leader Assignments: A Member may be offered the opportunity to perform services for the College by assuming the responsibilities of Program Chair or Program Leader. Program Chair/Program Leader assignments are assigned on a quarterly basis. Such responsibilities are set forth in the Instructional Handbook and upon the Job Description established from time-to-time by the College, provided that (1) for the 2017-2018 contract year, such Program Chair/Program Leader assignments may evaluate staff as part of a transition in the College's administration structure; and (2) beginning with the 2018-2019 contract year such Program Chair/Leader assignments shall not include evaluation of staff or any duties that would disqualify individuals assigned to such Program Chair/Leader positions from being a member of this Faculty Association bargaining unit under the provisions of the Industrial Relations Act and precedent applying same ("Supervisory Duties"). Any Member performing services of Program Chair/Leader, which include Supervisory Duties, shall be provided release time and a stipend of \$700 per quarter as identified in the Instructional Handbook Guidelines. Any Member performing services of Program Leader/Program Chair, which do not include Supervisory Duties, shall be provided a stipend of \$700 per quarter and may be provided release time as identified in the Instructional Handbook. The Responsible Administrator assigning a Member the opportunity to perform services for the College as a Program Chair or Program Leader shall first obtain written approval from the Vice President for Instruction or his/her designee through a signed form or email. The Member shall not perform any designated service until he/she receives a copy of the written approval. If release time is offered, such release time shall be given during the term in which the additional work is performed, unless otherwise agreed by the Member and Responsible Administrator. For 2017-2018 only, a Member shall have the right to decline a request to serve as a Program Chair/Leader if the duties of the position will include evaluation of staff or any duties that would disqualify individuals assigned to such Program Chair/Leader positions from being a member of this Faculty Association bargaining unit under the provisions of the Industrial Relations Act and precedent applying same.

E. Extra Duty Assignments. A Member may be assigned the opportunity to perform services for the College in forms other than those identified above which exceed the Base Workload, which may include but is not limited to: teaching a class for a colleague on an on-going basis (one calendar week or longer), covering a class(es) when an instructor leaves the program or College during the term, such as termination, death, or resignation, and travel time to reach a teaching location other than the Member's assigned campus. Any Member performing such services at the request of a College administrator shall receive compensation for these hours at a rate per hour of \$36 set forth in Section 2, Paragraph B, or provided equivalent release time from their full-time teaching schedule. If release time is offered, such release time shall be given during the term in which the additional work is performed, unless otherwise agreed by the Member and Responsible Administrator. The Responsible Administrator shall first obtain written approval from the Vice President for Instruction or his/her

designee through a signed form or email for the assignment. The Member shall not perform any designated service until he/she receives a copy of the written approval.

Section 4 – 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 IRC Section 125 Cafeteria Plan (a “Section 125 Plan”) benefits.

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 EHA. The College will make available for health insurance coverage a dual choice option encompassing (1) a \$900 deductible plan, and (2) a \$3,500 high deductible health savings account eligible plan (**available effective January 1, 2018**), and Option 2 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 (either the \$900 deductible plan or the \$3,500 deductible HSA plan) and Employee (self-only) Option 2 Dental Coverage offered by the College for 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 EHA and the College shall provide and pay 100% of the cost of the premium.

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 the annual premium for Employee (self-only) health insurance coverage with a \$900 deductible and Employee Option 2 Dental Coverage, and the annual premium for Employee/Spouse & Child(ren) health insurance coverage with a \$900 deductible and Employee Option 2 Dental Coverage.

(1) Use of “Ben Dollars” to Pay Premiums for Dependent Health Coverage: Through a Member’s “Ben Dollars” the College shall provide and pay 100% of the cost of the premium for the level of dependent health insurance coverage (Employee/Child(ren), Employee/Spouse, Employee/Spouse & Child(ren)) for which the Member qualifies and elects, and Employee (self-only) Option 2 Dental Coverage. Members who elect the HSA health plan option shall receive a College paid contribution to the Member’s HSA account equal to the difference between the \$900 deductible–premium and the \$3,500 deductible premium for the level of dependent health insurance coverage (Employee/Child(ren), Employee/Spouse, Employee/Spouse & Child(ren)) 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.

(2) “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 twelve equal installments (which begins with the August payroll, for a September 1 effective date, and runs through July 31) of each contract year. For example, if the Member has \$100 in benefit dollars that he/she elects not to use for qualified benefits, the College will pay the Member \$93 in cash. All amounts paid in cash are subject to withholding for income and employment taxes.

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

1. Election of Qualified Benefits: A Member may use the Section 125 Plan to purchase any qualified benefits, including health and dental insurance through the College's EHA group plan.

2. Medical Reimbursement and Dependent Care Expense: Through the Section 125 Plan document 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 5 – 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 contribution from the Member's base salary, provided the College's matching contribution shall not exceed 8.50% of the Member's base salary.

Section 6 – 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 employee 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 7 – Life Insurance: The College agrees to make available a group term life insurance program with a minimum coverage of at least \$ 50,000.

Section 8 – 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 from colleges or universities according to the following:

A. The courses must have prior approval of the Vice President for Instruction.

B. 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 qualification for another position within the College.

C. 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 encouraged not to take so many hours and/or courses that it interferes with their commitment to the

College.

D. 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.

E. Following satisfactory completion of A, B, C, and D above, the Member shall be eligible for reimbursement equal to the University of Nebraska Lincoln (UNL) undergraduate courses tuition rate per semester credit hour for undergraduate courses and the UNL graduate courses 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.

F. 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.

The repayment to the College will be made within six months unless other payment arrangements are made with the College. 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 9 – Tuition Waiver Policy for Members, Spouse and Qualified Dependents: The College shall designate annually an amount for Tuition Remission for courses taken at SCC*. Should the budgeted amount be reached, no additional Tuition Remission shall be available for the balance of that Fiscal Year. A Member, Member's spouse, or qualified dependent, may enroll in any course(s) offered by the College under the following conditions:

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

1. The tuition shall be waived but the Member shall pay the full amount of any additional instructional costs (books, laboratory fees, materials, other fees, etc.).
2. The course(s) cannot conflict with the Member's instructional responsibilities/schedule with the college.
3. If the minimum enrollments have been reached and the maximum enrollments have not been reached.
4. A tuition waiver shall not apply to courses that have been designated as exempt from tuition waiver.

B. Member's Spouse and/or qualified Dependents: A Member's spouse and/or dependent(s)

(“dependent” is defined as a dependent for Federal income tax purposes) may enroll in any course(s) offered by the College under the following conditions:

1. The tuition shall be waived but the spouse and/or dependent shall pay the full amount of any additional instructional costs (books, laboratory fees, materials, other fees, etc.).
2. If the minimum enrollments have been reached and the maximum enrollments have not been reached.
3. A tuition waiver shall not apply to courses that have been designated as exempt from tuition waiver.

*Tuition Remission budget for Faculty/Faculty Dependent/Spouse:

2017-2018: \$85,000 (total available for Faculty/Faculty Dependents in total)

2018-2019: \$90,000 (total available for Faculty/Faculty Dependents in total)

Section 10 – Safety Eyewear: The College will reimburse Members required to wear protective eyeglasses for the cost of one pair of protective eyeglasses each fiscal year for each Member assigned to a position requiring that they utilize Z87.1 rated eyewear in their work environment. The College will negotiate an annual contract with a local vendor or vendors for the procurement of protective eyewear. 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 11 – 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.

ARTICLE VI – LEAVE PROVISIONS

The following sections related to sick, 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.”

Section 1 – Sick Leave:

A. Sick Leave Defined: 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 a member of his or her immediate family who is 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 Responsible Administrator. Such approval will be based on sound reasoning, compassion, and respect.

B. Immediate Family Defined: Immediate family is defined as spouse, children, parents, parents-in-law, grandparents, grandchildren, brothers, and sisters. Members may request to use up to a total of three days times their full time equivalency factor of sick leave per fiscal year, for individuals who are not included within the definition of immediate family. The employee 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.

C. Sick Leave Additional Guidelines: The following additional guidelines are applicable to the use by a Member of all sick leave provided herein:

1. 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.

2. 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.

3. After a Member uses all accumulated sick leave, pay for absences due to illness, sickness, injury, or disability shall be deducted at the daily rate of pay as computed in accordance with the terms of the contract of each Member.

4. Holidays or non-contract days 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 work days due to their own illness or injury will be required to present a written statement from the Member's attending physician stating that the Member is able to return to work. Such physician's statement should include any applicable restrictions regarding the Member's ability to perform their 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 work days 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 disruption to the educational process for students and to other staff. A physician's statement shall not be required for absences fewer than five (5) days.

6. While a Member is on paid sick leave, all salary and benefits will continue to be paid as prescribed in College policies.

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

a. The minimum amount of sick leave, which can be taken, is one-half (1/2) hour.

b. New Members, during their first year of employment, are allowed to take up to twelve (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 employee fails to do so, the College is authorized to deduct such amount from the employee's final paycheck.

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

(i) Members will accrue one (1) day of sick leave multiplied by the Member's full-time equivalency factor for each month of employment during the fiscal year. One (1) day is defined as equal to seven (7) hours for sick leave accrual/usage.

(ii) Members can accumulate unused sick leave to a maximum of one hundred (100) days. When the maximum is reached, additional days of sick leave will not accrue.

Section 2 – Leave of Absence (Medical):

A. Generally: 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 (See, Section 10). Paid or unpaid leave may be granted for less than the full-time equivalence of the Member's position as allowed by law.

B. 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:

A. Number of Personal Leave Days: Members will be granted five (5) days of personal leave with pay per fiscal year upon approval by the Member's immediate supervisor. 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 two (2) days of unused personal leave into the next fiscal year resulting in a maximum of seven (7) days of personal leave in any given fiscal year. One (1) day is defined as equal to seven (7) hours for personal leave accrual/usage.

B. Requirements for Use of Personal Leave Days:

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 cause the operations of the College to be impaired as a result of the number of such requests already submitted and approved.

Section 4 – Professional Leave: This section supports the College's strategic objective to "promote opportunities for faculty development through collaborative initiatives such as networking, research, conferences, and participation in professional societies and associations." A Member shall have the opportunity to be granted professional leave for the purpose of visiting other schools to observe other professionals, or for attending a professional conference 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 Responsible Administrator. When a Faculty Member is in attendance at an approved conference, such Faculty Member shall not have the obligation of obtaining a substitute. The College encourages the continuing education of its Faculty through actual, responsible work experiences in the field in which they teach, consistent with their primary obligations and responsibilities to the College and their students. It is the expectation of the College that supervisors will review and consider requests for professional leave in an appropriate and responsible manner.

Section 5 – Education/Training Leave (Sabbatical): A sabbatical experience is supportive of the College's strategic objective to "promote internal and external opportunities for leadership, professional development, and educational advancement to ensure a dynamic work environment." Sabbaticals provide opportunities for faculty to expand their knowledge base or skill set, which can directly and positively impact the student experience.

A. General Provisions:

1. Sabbatical leave may be granted to qualified Members for up to three (3) quarters during a contract year.
2. In no case shall there be more than one (1) full-time faculty member from each area of Instruction, as defined in the Base Workload section of this Agreement and in the Instructional Handbook (Academic Transfer, Career, Technical and Health Sciences) on sabbatical leave during any quarter.
3. Activities while on sabbatical leave must pertain directly to the needs of Southeast Community College or contribute in a significant way to the Member's professional development or the development of the Member's field of study.

B. Eligibility:

1. A Member will be eligible to request sabbatical leave after completing five (5) consecutive years of full-time employment at the College.
2. A recipient of sabbatical leave shall become eligible for a subsequent sabbatical leave only after again fulfilling the employment requirement above, with the years of employment calculated from the date of the Member returning to full-time duties at the College.
3. College Administration has determined there are sufficient resources and class coverage during the employee's absence.

C. Application:

1. The application for sabbatical leave shall be submitted to the Faculty Member's Responsible Administrator no later than April 1 proceeding the contract year for which the leave is requested.
2. The application for sabbatical leave will set forth the plans for the sabbatical period, to include the type of activity to be pursued; a general summary of the activities; the value to the academic program, students and the College; the proposed objectives and evidence of completion.
3. The applications will be reviewed by a Sabbatical Committee for recommendation to the Vice-President of Instruction and followed by review for approval by the President.

D. Criteria Considered:

1. The academic program proposed for the leave;
2. The value to be received by students, the College and Member;
3. The number of years of service and elapsed time since the Member's previous sabbatical leave;
4. The replacement plans as determined by the College administration, and;
5. Administration determines that there are acceptable resources and adequate coverage available during the employee's absence.

E. Requirements of Member Taking Sabbatical Leave:

1. The Member must file a full report with the College President within three (3) months of his/her return from sabbatical leave.

2. The report will include a summary of the experience to include how the experience will add value to the academic program, students and the College, and evidence the objectives set forth in the application have been accomplished.

3. Members granted a sabbatical leave are required to enter into a written agreement with the College guaranteeing full-time service to the College for a minimum of two (2) years following the date of the Member's return to full-time duties with the College, or the Member will refund the compensation received from the College during the sabbatical leave.

F. Compensation While on Sabbatical Leave:

1. A Member whose sabbatical application has been accepted by the Board shall receive 50% of the Member's base salary during the sabbatical leave if 1 quarter is taken, 50% of the Member's base salary during the sabbatical leave if 2 quarters are taken, and 50% of the Member's base salary during the sabbatical leave if 3 quarters are taken.

2. No additional compensation will be paid for leave that extends over non-contract days.

3. A Member on sabbatical leave shall be paid in the same manner as if the Member had remained in active service. Health and life insurance shall remain in effect through the college plan in accordance with the then current negotiated health and life insurance terms. All other benefits shall remain in effect, including retirement match.

4. In cases where the Faculty Member's sabbatical is outside employment: (a) if the remuneration is not greater than the Faculty Member's salary (based on the time period of the sabbatical), the sabbatical pay will be reduced by the amount of remuneration; (b) if the remuneration is greater than the Faculty Member's annual salary (based on the time period of the sabbatical) the College's obligation for the Member's salary during that period will be zero. In either case, benefits as stated above will remain in place.

5. If a Member voluntarily (as determined by the Vice President for Instruction) breaches the sabbatical agreement, then monthly salary payments shall cease and all previous monthly payments made by the College during the sabbatical shall be repaid to the College by the Member. Involuntary interruptions (as determined by the Vice President for Instruction) of the sabbatical leave shall not affect the compensation to be paid the Member under the terms of the sabbatical leave agreement.

G. Sabbatical Leave Committee:

1. The Sabbatical Leave Committee shall consist of the Vice President for Instruction, Dean of the program of study or division in which the applicant is employed, one officer of the Faculty Association selected by the Faculty Association, and one faculty member from the program of study or division in which the applicant is employed selected by the Faculty Association. The Committee shall make a recommendation to the Vice President of Instruction which in turn is presented to the College President for review and consideration/approval.

2. The Committee reserves the right to reject any or all applicants that do not meet the qualifications for sabbatical leave; it is the expectation of the College that the committee and Responsible

Administrators will consider applicants in a responsible and thoughtful manner.

Section 6 – Bereavement Leave: A Member may request leave for funeral purposes. Such funeral leave will be subject to approval of the Member's immediate supervisor. A total of up to ten (10) consecutive days of full pay is allowed each Member for absence in case of a death in the immediate family. For purposes of Bereavement Leave, "Immediate family" is defined as spouse, children, parents, parents-in-law, grandparents, grandchildren, brothers, and sisters, or someone for whom the employee is a legal guardian or holds power of attorney. Members who suffer the death of a child, step-child or spouse will be allowed ten (10) bereavement days, plus an additional five (5) bereavement days may be deducted from the employee's sick leave balance. Members who suffer the death of an aunt/uncle, niece/nephew, or resident member of household (a person residing in the Member's home for six (6) months or more as the person's primary residence) will be allowed up to three (3) bereavement days. This time may be extended by personal leave.

Employees may be excused, without loss of pay, for a period of up to one (1) day, to attend funeral services of relatives other than those listed above or to attend funeral services of friends with the approval of the Member's immediate supervisor. It is the expectation of the College that supervisors will apply compassionate and responsible decision-making when considering Bereavement Leave requests.

Bereavement Leave is not limited to (10) days in one year, but is allowed for each death in the immediate family that occurs during the year.

Section 7 – 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 8 – 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 for 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 or the United States, 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 Nebraska Revised Statute § 55-160, as amended, shall receive such portion of their salary or compensation, which will equal the loss the Member may suffer while in active service of the State.

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 – Family Medical Leave: The College will comply with the Family Medical Leave Act of 1993 (Public Law 103-3). Procedures for employees to follow in applying for and receiving benefits as provided by the law are listed in the College Handbook.

ARTICLE VII – MISCELLANEOUS PROVISIONS

Section 1 – Direct Deposit: 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 2 – Salary Letters: Members will receive an annual salary letter. A copy of the letter will be filed in the Member's personnel file.

Section 3 – Early Release from Contract: A Member under contract is expected to fulfill their contractual agreement to provide services until the end of the given fiscal year. When a Member wishes an early release from their contract, the Member should submit their resignation as far in advance as possible of their last day of employment. The Member will work cooperatively with the College administration to fulfill the Member's professional obligation to minimize the adverse impact upon students and the College caused by the Member's request for an early release from their contract.

Section 4 – Outside Employment: A Member may engage in additional employment or acquire a private interest in a business, provided such employment or interest does not interfere, or create a conflict of interest, with the Member's ability to carry out their responsibilities to the College. A Member, with prior notification to his or her supervisor, may engage in additional employment as an instructor for another college, university or kindergarten through twelfth grade school; provided, that the College schedule of work for that employee, based upon need, is established, then if the outside employment or interest does not interfere with those hours for which the Member is compensated under this Agreement. Southeast Community College is absolved of any liability due to a Member's outside employment or business interest, including any liability for workers compensation or unemployment.

Section 5 – Drug Free Environment Policy Compliance: It is understood and agreed that all Members will comply with the College's Drug Free Environment Policy listed at E-2i in the College Handbook.

Section 6 – Payroll Deduction for Association Dues: The College agrees to provide for payroll deduction of Association dues and other Association special service programs. The total amount will be deducted in equal installments beginning July 1 and will be transmitted to the Treasurer of the Southeast Community College Faculty Association on or about 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 pay out of those dues to the Treasurer of the Association without a service charge to the Association.

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 section.

Section 7 – 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, email, 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.

C. The Association may use designated College limited open forum 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.
4. The Association agrees to use bulletin boards only for the posting of bulletins and notices,

which comply with the aforementioned guidelines.

All newly hired full-time Faculty 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 8 – 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 employee 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 9 – Board Meeting Attendance by Faculty Association Representative: One Faculty Association representative, as designated by the Association, from each of the campuses (Beatrice, Lincoln, and Milford) may attend a meeting of the Area Board of Governors during the Member's normal duty hours (class time or scheduled office hours) without cost to the Association or the representative. It shall be the practice of the Association to first attempt to send an officer whose schedule does not conflict with the meeting before sending an officer whose schedule does conflict.

Section 10 – Mutual Interests Bargaining Team: The Mutual Interests Bargaining Team (MIB), composed of six faculty and six members of the administration, will continue the study of issues which arise during the contract period or which because of their complexity require additional study and deliberation. The MIB Team will develop mutually agreed upon letters of agreement for implementation of any solutions developed. The MIB Team will meet as needed, but not less than quarterly, during the term of the contract. Legal counsel may be present at such meetings if agreed by both parties. The MIB Team 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."

Section 11 – Renegotiation: 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 except where a proposed exercise of a management right will impact the economic welfare of a Member, in which case the parties shall renegotiate the terms of this Agreement to account for the impact of the proposed change.

Section 12 – Mandatory/Permissive Nature of Issues Preserved: The mandatory or permissive nature of any subject, matter, or issue included in this Agreement is fully preserved and shall be determined by law without regard to its inclusion herein. The inclusion of any subject, matter, or issue herein shall not be deemed an agreement, understanding, or consent to submit the same in the future to the collective bargaining process, or be deemed a waiver of the College's management prerogatives or the Association's rights.

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 faculty 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, principals of academic freedom applicable to community and technical college faculty, 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 the right:

- A. To oversee and direct the day-to-day operations and management of the College.
- B. To utilize personnel methods and means in the most appropriate manner and to establish position classifications;
- C. To evaluate, manage and direct the Members of the College;

- D. To hire, promote, transfer, schedule and/or assign Members in positions within the College;
- E. To establish reasonable work rules and rules of conduct;
- F. To suspend, demote, discharge or take other appropriate disciplinary action against Members consistent with established College policy and Nebraska law;
- G. To determine the size and composition of the work force 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;
- H. 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;
- I. To establish the calendar of the College; and
- J. To determine the nature, type and kind of classes or courses to be taught including the delivery method, schedule and assignment of courses for each Member.

ARTICLE IX – GRIEVANCE PROCEDURE

Section 1 – Overview: Any complaint, disagreement or an alleged misapplication or violation of this Agreement between the College and the Association (or any employee covered by this Agreement) concerning the application or interpretation of the terms of this Agreement, or any College Policy/Procedures listed within Section 5 Tables B & C, pertaining to wages, benefits, or terms and conditions of employment may be the subject of a grievance under this grievance procedure.

The parties recognize that several terms of this grievance procedure are new and untested, and while its design aims to carry out the intent expressed below, the parties understand that the procedure may require adjustments prior to the end of this contract. Therefore, the parties agree that Article IX may be renegotiated upon the request of either party at the conclusion of each contract year of the Agreement.

It is the intent of the College to provide Members with both informal and formal procedures for processing grievances. Faculty and administration are encouraged to first attempt to make every possible effort to resolve conflicts through the informal procedure. The primary purpose of the grievance procedure is to provide a mechanism for Members and College administrators to communicate issues with the goal of resolving issues at the lowest possible level of the grievance procedure. All persons involved in the grievance procedure shall proceed in good faith and fair dealing. All persons shall be free from any and all restraint, interference, coercion, retaliation, or reprisal on the part of their associates or supervisors in making a complaint or appeal or for participating in the grievance process in any manner. All persons involved in conflict resolution shall communicate in a reflective, transparent, and respectful manner. All persons involved will be encouraged to engage in active listening to ensure a complete understanding of the relevant facts and issues. The College and Grievant shall both utilize valid and reliable data and documentation in their actions in all grievable matters, provided that the College shall bear the burden of proof by a preponderance of the evidence.

A Member who feels they have been discriminated against on the basis of race, color, ethnicity, religion, sex, age, marital status, national origin, veteran status, sexual orientation, disability or other factors prohibited by law may

seek relief through this grievance procedure or pursuant to the provisions of the College Handbook Policy E-3f (1-3), or both.

The grievance procedure includes both an informal component and formal component:

Informal Procedure: The informal procedure, as the term would imply, is a procedure whereby a Member who believes there has been misapplication or violation of a term of this Agreement or College policy/Procedures listed within Section 5 Tables B & C can informally discuss the matter with his or her Division Dean. The purpose of this discussion is to seek resolution of the issue. If the Faculty Member and the Dean cannot resolve the issue through informal discussion, the parties will have the opportunity to present the matter to a Peer Review Panel prior to the initiation of a formal grievance. Both the Member and the College should recognize that in some circumstances the problem may be due to miscommunication, misunderstanding, personality conflict, or other reasonably resolvable issue, and that informal conflict resolution may be more appropriate for addressing the issue. Conflicts can often be resolved if the parties involved communicate their concerns, listen to each other, and show a willingness to compromise and/or change. The informal procedure is designed to enable and empower the parties to reach a mutually satisfactory resolution.

Formal Procedure Overview: The formal procedure is designed to provide the parties a formal mechanism for resolving Member grievances. Although the formal procedure provides steps allowing a Member to proceed to binding arbitration, a primary goal of the formal procedure is to resolve the issue as expediently as possible and at the lowest possible level of supervisory authority.

Section 2 – Definitions:

A. Grievance: shall be defined to mean any dispute or controversy between a Faculty Member and the College whereby there has been an alleged misapplication or violation of a term of this Agreement, or College Policy/Procedures listed within Section 5 Tables B & C. The term shall not apply to any matter in which the College is without authority to act.

B. Grievant: shall be defined as the Faculty Member or the Association on behalf of a class or group of Faculty Members, who are affected by an alleged misapplication or violation of a College Policy/Procedures listed within Section 5 Tables B & C or contract term.

C. Party: Party or parties refers to the Grievant and the Responsible Administrator involved at the particular level of the grievance process where the term is used.

D. Party in Interest: shall mean the Grievant, the Faculty Association, and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

E. Mediator: an unbiased facilitator who assists the parties in clarifying and understanding their different points of view, identifying common ground, generating and evaluating alternatives, and attempting to reach a mutually acceptable resolution.

F. Peer Review Committee: shall consist of seven (7) College Faculty Members selected by the Faculty Association who will from time to time be asked to sit on a grievance Peer Review Panel.

G. Peer Review Panel: shall consist of three members of the Peer Review Committee selected by the Faculty Association to review a Member grievance that reaches Level 2 of the Formal Grievance Procedure. The

Peer Review Panel will provide non-binding findings of fact and recommendations.

H. Days: shall be defined to mean calendar days excluding Saturdays, Sundays, the actual day of a holiday and Faculty non-contract days.

I. Association or Faculty Association: shall be defined to mean the Southeast Community College Faculty Association.

Section 3 – General Provisions and Terms:

A. A grievance must be initiated within fifteen (15) days (refer to Section 2-H for definition of days) after discovery of the occurrence of the act or omission giving rise to the alleged grievance. Repeated or continued conduct by the College related to the act or omission giving rise to the grievance, or actions by the College causing the Faculty Member to believe the issue may be resolved without need to initiate a grievance, shall toll the time period in which the grievance must be initiated. Any time periods or deadlines herein may be extended by mutual agreement of the parties. If the parties agree on an extension of a particular deadline, and no set amount of days is stated, the default shall be to extend the period for an amount of days equal to that of the original time period. If the person acting on behalf of the College fails to meet a responsive deadline, the Grievant may proceed to the next step or level as if the person had timely responded. A grievance involving compensation may be grieved at any time.

B. The Faculty Association may join multiple Members in a single grievance to assert a right to relief with regard to an issue or matter that impacts such Members jointly; and severally under similar facts, or in the alternative in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of contract or policy common to all grieving members is present.

C. A grievance may be withdrawn at any step or level.

D. At Level 1 of the formal grievance procedure, the Grievant must clearly state or provide the contract provision, or College Policy/Procedures listed within Section 5 Tables B & C that is alleged to have been violated.

E. 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.

F. To preserve the informal atmosphere, no tape recording may be made during the informal grievance procedure. With notice to all present, tape recordings may be made of meetings involved in the formal grievance procedure. A copy of the recording shall be made available to any person present at such meeting.

G. At any level of the grievance procedure, either party may have up to three (3) representatives of their choice present as observers who may also serve as consultants to the parties. Unless the parties agree, no party shall have as a representative any person who may be involved in the facilitation of the grievance at a subsequent level. For example, during Informal Step 1, it would be inappropriate for the Dean to have as a representative the Vice President of Human Resources or the Grievant to have as a representative any member of the Peer Review Committee.

H. At any level of the grievance procedure, one (1) Association Grievance Representative may attend and participate in any meeting, hearing, appeal, or other proceeding related to a Member grievance. The Association Grievance Representative acting in this role will not count toward the Member's three (3)

representatives provided for the above. Moreover, at any meeting or other proceeding in the formal grievance procedure, any party, upon providing reasonable notice to all parties, may have legal representation who may participate in such meeting or proceeding.

I. Nothing contained herein shall be construed to prevent any Association Member from presenting a grievance and having the grievance adjudicated without the intervention of the Association. If an Association Member does not want an Association Grievance Representative to participate in the process at any level, the Association Grievance Representative may still attend but must do so strictly as an observer and may not participate.

J. At any level of the grievance procedure, either party shall have the right to bring in witnesses to present factual information regarding the grievance. Such testimony may also be offered in the form of an affidavit.

K. All documents, communications and records retained by the College pertaining to a Member grievance shall be filed separately from the Personnel Files of the participants.

L. All meetings and hearings under this procedure through Level 3 shall not be conducted in public and shall include only the parties, their designated or selected representatives, individuals designated as fact witnesses, and individuals representing the Association.

M. In the course of any investigation of a grievance, the Grievant, designated representatives of the Grievant, designated representatives of the College, members of a sitting Peer Review Panel, or a Faculty Association Grievance Representative investigating such grievance may contact the Vice President for Instruction for the purpose of obtaining information relevant to the investigation. The Vice President for Instruction shall cooperate fully and timely in providing the requested information.

N. If, in the judgment of the Association, certain grievable conduct affects a group or class of Association Members, the Association may initiate a grievance on behalf of the Association, and may initiate such grievance at any level of the grievance procedure the Association deems appropriate to obtain immediate resolution of the issue. This term shall not prevent or limit the Association's right to bring a complaint before the Commission on Industrial Relations for adjudication of prohibited practice.

O. Certain grievance forms shall be used in processing grievances:

- a. Request for Peer Review
- b. Peer Review Panel Findings and Recommendations
- c. Grievance Form 1 (to initiate Formal Level 1)
- d. Grievance Form 2 (to initiate Formal Level 2)
- e. Grievance Form 3 (to initiate Formal Level 3)
- f. Demand to Arbitrate (to initiate binding arbitration)

P. 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 action or inaction by the College upon which a grievance is based shall have effect during the pendency of the grievance.

Q. At any level in the formal grievance procedure through Level 3, any decision made by the

administrator at that level must be in writing and accompanied by the reasoning or justification for the decision. A meeting between the Grievant and the administrator must occur at each level in the formal grievance procedure to discuss the issue and for clarity.

R. At each level of the grievance procedure, the Grievant must provide the reasoning or justification for appealing the decision made at the previous level, including identification of the alleged misapplication of the applicable contract provision or College policy or procedure, and the facts which support such allegation.

S. At any level in the grievance procedure, the Grievant and the administrator charged with making a determination at that Level may mutually agree to initiate and utilize the mediation process as set forth herein.

T. No grievance shall be denied solely on the basis that a Grievant failed to adhere to a particular term or requirement of the grievance procedure if the Grievant can present good and verifiable justification for such failure, or where a denial on this basis would result in an outcome contrary to the purpose of this procedure or the parties' duty to proceed in good faith.

Section 4 - Grievance Representative:

A. Members of the Southeast Community College Faculty 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. The Association may designate up to two (2) Association Members for Beatrice, three (3) Association Members for Milford, and four (4) Association Members for Lincoln as Association Grievance Representatives, and one (1) Grievance representative who will act as area-wide grievance coordinator.

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.

Section 5 – Limitations on Certain Grievances: Except as otherwise provided herein, a Grievant shall be entitled to process his or her grievance through all levels of the grievance procedure, except that grievances based upon the following College policies or procedures listed in Table “B” below are not grievable beyond Formal Level 1. The term Applicable Vice-President of the College shall mean the Vice-President for Human Resources (VPHR), Vice-President Instruction (VPI), Vice President of Administrative Services – Resource Development (VPAS-RD), or Vice-President – Access Equity Diversity (VP-AED).

Grievances Limited to Respective Vice President – Table “B”

<i>Subject of Grievance</i>	<i>Policy and Procedure No. Reference (if applicable)*</i>	<i>Policy and Procedure Title (if applicable)</i>	<i>Applicable Vice-President</i>
Employment Issues:			
• Initial Employment Issues	E-2a	Beginning Employment	VPI
• Instructor Expectations	E-2e	Instructor Expectations	VPI
• Personnel File	E-3h	Personnel File Information	VPHR

<i>Subject of Grievance</i>	<i>Policy and Procedure No. Reference (if applicable)*</i>	<i>Policy and Procedure Title (if applicable)</i>	<i>Applicable Vice-President</i>
Compensation Issues:			
• Payroll/Salary Computation	D-1i	Payroll/Salary	VPAS-RD
• Benefit Eligibility and Election	E-3i (1-31)	Benefits for Eligible Employees	VPHR
Professional Performance Issues:			
• Staff Development Attendance and Requirements	E-3b	Staff Development	VPI
• Performance evaluation	E-3c	Evaluation	VPI
• Oral warning or reprimand regarding unsatisfactory conduct or performance	E-3c	Evaluation	VPI
• Written warning or reprimand regarding unsatisfactory conduct or performance	E-3c	Evaluation	VPI
• Disciplinary action	E-4e	Disciplinary Separation	VPI
• Resignation	E-4b	Resignation	VPI
• Ending Employment	E-4f(1)	Exit Procedures	VPI
Professional Assignment			
• Work Schedule	E-2f(1-2)	Work Schedules	VPI
• Assignment	E-2g	Assignment	VPI
• Transfer	E-2h(1-2)	Transfers	VPI
• Reduction-in-force			VPI
Work Environment and Personal Conduct Issues:			
• Motor Vehicle Safety and Vehicle Safety Guidelines	E-7 and E-7b	Motor Vehicle Safety and Vehicle Safety Guidelines	VPAS-RD
• Discrimination or Harassment	E-3F	Discrimination or Harassment (if brought under the Grievance procedure)	VP-AED
• Professional Ethics	E-5	Code of Ethics	VPI
• Professional Boundaries	E-6	Consensual Sexual or Romantic Relationships	VPI

*Reference to a “Policy” shall include all procedures under such Policy.

And, grievances based on the following College Policies/Procedures are not grievable beyond the decision of the President of the College:

Grievances Limited to President of the College – Table “C”

<i>Subject of Grievance</i>	<i>Policy or Procedure No. Reference (if applicable)*</i>	<i>Policy or Procedure Title (if applicable)</i>
Intellectual Property	A-20	Intellectual Property
Instructional Services	C-1a	Instructional Services
Technology Services	C-2a	Technology Services
Board Responsibility	D-1a	Board Responsibility

*Reference to a “Policy” shall include all procedures under such Policy.

Any Member of the Faculty who has completed the two-year probationary period and receives notice of possible contract termination has a statutory right to a hearing before the Board of Governors under Neb. Rev. Stat. § 85-1528. Any such Member of the Faculty shall be required to proceed under the provisions of § 85-1528 and shall not have a right to grieve the notice of possible termination nor the actual termination of their employment by the Board of Governors.

Section 6 – Informal Procedure: Prior to the initiation of a formal grievance, the Grievant shall (1) present the potential grievance to a Faculty Association Grievance Representative for review and comment, and to ensure the grievance pertains to a matter involving a term of this Agreement, or a College Policy/Procedure listed within Section 5 Tables B & C, pertaining to wages, benefits, or terms and conditions of employment; and (2) after review with the Faculty Association and a determination to proceed with the grievance, attempt to resolve the matter through the informal procedure set forth below. All parties shall adhere to the rules set forth in this section.

Step 1 (Informal Meeting)

The Grievant, within the time period set forth in Section 3., paragraph A. above, shall request an informal meeting to discuss the dispute with the Grievant’s Division Dean (Dean). The Grievant shall clearly articulate to the Dean the nature of the grievance and the remedy sought. The purpose of the meeting is to seek resolution of the matter expeditiously and at the lowest possible level in the grievance process.

Step 2 (Peer Review Panel)

If at the end of the discussion(s) in Step 1, or after a later in time response from the Dean if the Dean had requested additional time to consider the matter, the Grievant is not satisfied with the outcome, the Grievant may submit the matter for review by a Peer Review Panel. To request review by a Peer Review Panel, the Grievant must complete a Request for Peer Review form and submit one copy to each of the following within five (5) days from the conclusion of the informal meeting outlined in Step 1: 1) the Faculty Association Grievance Coordinator, 2) the Grievant’s Division Dean, 3) the applicable Vice-President, and 4) the Vice President of Human Resources.

Peer Review Panel Selection: The Faculty Association shall be responsible for forming a standing seven (7) member Peer Review Committee composed of full time College Faculty Members. Committee members will be elected or appointed by the Faculty Association Executive Team, and will serve renewable one-year terms. At least one Faculty Member from each campus will serve on the Committee. A representative of the Faculty Association shall, within five (5) days of receiving the Request for Peer Review form, select from the Peer Review Committee a three (3) member panel (Peer Review Panel). No Peer Review Committee member working in the same academic program, section, division, or department as the Grievant, or who otherwise has a conflict of interest with either party or the matter at hand, may serve on the Panel.

Procedure: A representative designated by the Faculty Association will be responsible for scheduling the Peer Review Panel hearing, with consideration given to the schedules of the Panel members and each party in interest.

Within ten (10) days of the Faculty Association's receipt of the Request for Peer Review form, the Panel shall conduct a full and fair hearing on the issues raised by the Grievant. This period may be extended upon agreement of the parties. Prior to or during the hearing, the Panel may require the production from any party or College administrator any additional information or documentation it deems relevant to the grievance. At the hearing, each party may offer narratives, exhibits, or witness testimony (or affidavits in lieu of witness testimony). Each party shall be given a fair opportunity to be heard. The Panel may examine any party or witness. The Panel shall determine the length of the hearing. The hearing may be continued by the Panel for good cause. Within five (5) days of the conclusion of the hearing, the Panel shall deliver its written findings of fact and recommendations to the Grievant, the Dean, the applicable Vice-President, and the Vice President of Human Resources. The Panel's findings of fact and recommendations shall be recorded on a Peer Review Findings and Recommendations form. The Panel's decision or recommendations are non-binding.

The Panel's recommendation may include, but are not limited to:

- 1) A recommendation that the Grievant withdraw the grievance.
- 2) A recommendation that the Grievant proceed to Formal Level 1.
- 3) Recommendation(s) for how the matter may be resolved informally by agreement.

Section 7 – Formal Procedure:

LEVEL 1

If the grievance is not resolved to the satisfaction of the Grievant through the informal procedure, the Grievant may initiate the formal grievance procedure by submitting a Grievance Form 1 and related materials to the applicable Vice-President in writing, a copy shall be provided to the Vice President of Human Resources. Level 1 of the formal grievance procedure must be initiated within ten (10) days following the receipt by the Grievant of the Peer Review Panel's findings and recommendations. Within fifteen (15) days after receipt of Grievance Form 1, the Applicable Vice-President shall coordinate and conduct a meeting with the Grievant and his or her representatives, and shall issue to Grievant a written decision in response to the grievance; such decision shall be titled "Level 1 Response." Should the Grievant be unsatisfied with the decision of the Applicable Vice-President, the Grievant may, within ten (10) days of the receipt of the decision of the Applicable Vice President, request in writing that the VPHR (or his/her designee, if the issue involves a decision of the VPHR) review the facts presented with regard to the grievance and the decision of the Applicable Vice President. As part of such review, the VPHR (or designee) shall, within fifteen (15) days of the aforementioned request, meet with the Grievant and his or her representatives and the Applicable Vice-President and conduct an informal mediation meeting in an attempt to seek resolution of the grievance. If the matter is not resolved through such mediation, the VPHR shall, based upon the facts presented, render an independent decision on the grievance; such decision shall be titled "Independent Decision of the VPHR." If the grievance is based on a college policy or procedure listed in Section 5, Table "B", the grievance process is ended at this Level 1 stage.

LEVEL 2

If the Grievant is not satisfied with the decision of the Vice-President of Human Resources at Formal Level 1, the Grievant may submit the matter to mediation. To submit the matter to mediation, the Grievant shall, within ten (10) days following receipt of the Level 1 Response, complete a Grievance Form 2 (Notice of Mediation) form and provide one copy to the Vice President of Human Resources, one copy to the applicable Vice-President, and one copy to the Faculty Association Grievance Coordinator. If the Grievant believes that attempts at mediation would be futile, the Grievant may bypass the mediation requirement and proceed directly to Formal Level 3.

The Vice President of Human Resources shall be responsible for coordinating the mediation of the dispute.

The mediation shall be conducted by the primary mediator proposed by either party unless the VPHR determines there to be a good cause basis why such individual should not conduct the mediation. If the VPHR determines there is a good cause basis why the primary mediator proposed by the Grievant should not conduct the mediation, the proposed alternate mediator shall conduct the mediation unless the VPHR determines there to be a good cause basis why such individual should not conduct the mediation. Any costs associated with the use of the primary or alternate mediator proposed by the Grievant will be borne equally between the Grievant (or the Association if the Grievant is a member of the Faculty Association) and the College. If the VPHR determines there is a good cause basis why neither the primary nor alternate mediator should conduct the mediation, the mediation shall be conducted by a randomly selected trained mediator through the Mediation Center, and any costs associated will be borne solely by the College.

The mediation may include and/or involve any party or individual that the Grievant, the College, or the mediator believe would be helpful in moving the matter toward resolution.

The mediation shall begin and conclude within ten (10) days of the VPHR identifying the mediator to be used, unless an extension is agreed upon by all parties, or, due to the schedule of the selected mediator, this deadline cannot be met. The VPHR will be responsible for scheduling the mediation, with consideration given to the schedules of each party in interest.

The mediation shall proceed in any manner the mediator believes is appropriate and productive in moving the matter toward resolution.

LEVEL 3

If the parties are unable to reach a resolution through mediation, and the grievance is not of the type specifically excluded by Section 5 above, the Grievant may proceed to Formal Level 3 by submitting a Grievance Form 3 and related materials to the President of the College. Level 3 of the formal grievance procedure must be initiated within ten (10) days following the conclusion of mediation, or upon the expiration of the time within which mediation is to be conducted, whichever is longer. Within thirty (30) days after receipt of Grievance Form 3, the President of the College shall coordinate and conduct a meeting with the Grievant and his or her representatives, and shall issue to Grievant a written decision in response to the grievance; such decision shall be titled "Level 3 Response." The President may have additional time to respond due to demands on the President's time. For example, additional time may be needed during an ongoing legislative session, which requires unscheduled and frequent presence at the Capitol or other mandatory events. In any event, such extension shall not cause the grievance to extend beyond six (6) months from the date of the filing of the formal grievance at Level 1. If the grievance involves a College policy or procedure listed in Section 5, Table "C", the grievance process is ended at this Level 3 stage.

LEVEL 4

If the Grievant is not satisfied with the resolution proposed by the President at Level 3, and the grievance is not of the type specifically excluded by Section 5 above, the Grievant may choose to have the matter resolved by binding arbitration.

Binding Arbitration:

To initiate arbitration, the Grievant shall submit a Demand to Arbitrate form to the President of the College within ten (10) days after the Grievant receives the decision of the President, (or respective Vice President as identified in the table), at Level 3, or within ten (10) days after expiration of the time allowed for a decision in Level 3, whichever is longer.

Terms Pertaining to Arbitration:

- (i) The arbitrator will be a member of the American Arbitration Association.
- (ii) Upon receipt of a Demand to Arbitrate, the College and the Grievant (or a representative of the Grievant) will jointly contact the American Arbitration Association to determine which local arbitrators are available and willing to serve under an hourly rate agreed upon by the Grievant (or the Faculty Association if the Grievant is a member of the Faculty Association) and the College. The parties, or representatives of the parties, shall confer within ten (10) days after determining the list of available and willing arbitrators and shall alternate striking names from such list, with the College striking the first name in any odd-numbered year and the Association striking the first name in any even-numbered year. The last name remaining unstricken shall be the arbitrator.
- (iii) The arbitrator's fee shall be borne by the College. The parties shall pay their own attorney fees in connection with the arbitration and any hearing before the arbitrator.
- (iv) There shall be a hearing before the arbitrator on the matter in dispute, at such time as may be specified by the arbitrator, with consideration given to the schedules of the parties in interest. Unless otherwise mutually agreed by the parties, the hearing will be held at a College campus location to be specified and provided

specified by the arbitrator, with consideration given to the schedules of the parties in interest. Unless otherwise mutually agreed by the parties, the hearing will be held at a College campus location to be specified and provided by the College without monetary charge to the Association. At the outset of the hearing, the parties shall deliver to the arbitrator an agreed and stipulated written joint submission statement which shall state the issue to be decided. If the parties are unable to agree upon a joint submission statement, each party shall submit to the arbitrator its own submission statement which shall state the submitting party's version of the issue to be decided.

(v) The arbitrator may continue or postpone the hearing as the arbitrator deems reasonably necessary. The arbitrator shall render his or her decision or award within thirty (30) calendar days after the arbitrator closes the hearing. Either party may request an expedited ruling upon the showing of good cause, as determined by the arbitrator.

(vi) The decision of the arbitrator on the matter shall be final and binding on the Association, all bargaining unit employees, and the College, except that:

(a) The arbitrator may not award any remedy or relief that a Nebraska state district court would not have jurisdiction to award or that would conflict with the Constitution or laws of the United States or of the State of Nebraska.

(b) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

(c) The arbitrator shall have no power to establish wage scales or rates on new or changed jobs or to change any wage or other compensation or employee benefit rate or scale.

(d) The arbitrator shall have no jurisdiction or power to rule upon any matter, issue or complaint that is not based upon an alleged breach or violation, or the interpretation or application, of a provision of this Agreement or College policy.

(vii) If any matter is submitted to an arbitrator and the arbitrator finds that he/she has no power or jurisdiction to rule on the matter, the arbitrator shall refer the matter back to the parties without any decision, recommendation or comment upon the merits of the matter. In such instance, the Grievant may proceed in filing suit in the District Court of Lancaster County, Nebraska.

(viii) The Grievant and the College shall each have the right to file suit or other legal proceedings to confirm an arbitrator's award rendered under and pursuant to this arbitration procedure. Similarly, the Grievant and the College shall each have the right to file suit or other legal proceedings to vacate, modify or correct, upon any ground or grounds allowable by law, an arbitrator's award rendered under and pursuant to this arbitration procedure.

(ix) Except to the extent inconsistent with this Article, the Nebraska Uniform Arbitration Act (Neb. Rev. Stat. §§ 25-2601 et seq.) shall apply respecting any arbitration under or pursuant to this Agreement and any subsequent proceedings relating to or arising out of such arbitration.

Southeast Community College	Southeast Community College Faculty Association
Dated this <u>30</u> day of June, 2017.	Dated this <u>15</u> day of June, 2017.
	
Dr. Paul Ilich, President Southeast Community College	Robert Redler, President Southeast Community College Faculty Association

Appendix

Grievance Procedure Forms