

# **AGREEMENT**

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

**Contract Year: July 1, 2016- June 30, 2017**

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## ARTICLE I

### PREAMBLE

This Agreement entered into this 16th day of August, 2016 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 entered into by and between the College and the Association has as its purpose the promotion of harmonious relations between the College and the Association; and the establishment of an equitable and harmonious procedure for the resolution of difference as provided by the statutes of the State of Nebraska currently in effect and as revised in the future.

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

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

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

## **ARTICLE II**

### **RECOGNITION**

The College agrees to recognize exclusively the Southeast Community College Faculty Association for the purposes of representing all full-time Faculty 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. 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 a Member of the College Faculty having a contract with the College for a full-time equivalency factor of .88 or greater. Computation of full-time equivalency for positions in the Faculty classification shall be based on 1,519 hours (217 days times 7 hours times FTE of 1.0) of required duty on the quarter calendar. No position may have an FTE factor greater than 1.00.

For the purposes of this agreement, the term "Member" shall mean full-time Faculty of Southeast Community College who are represented by the Southeast Community College Faculty Association

## **ARTICLE III**

### **NEGOTIATION PROCEDURE**

So long as the Association continues to represent full-time Faculty Members, negotiations for a successor agreement shall be conducted utilizing the following procedures:

No later than September 1, 2016, 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 1, 2016, and each year thereafter, whether or not it wishes to modify all or part of the Agreement.

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

During negotiations, the College and the Association will utilize the principles and concepts of mutual gains bargaining.

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

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

## ARTICLE IV

### SPECIAL PROVISIONS

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties, in written and signed amendment to this Agreement.

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

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

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.

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

This Agreement shall be effective as of July 1, 2016, and shall continue in effect until June 30, 2017, or thereafter until a new agreement is implemented.

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

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.

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

## ARTICLE V

### SALARY AND FRINGE BENEFITS

#### Section 1 - Salary Plan

For the contract year 2016-17, Members who were contracted for professional obligations during the 2015-16 contract year and retained for the 2016-17 contract year shall receive a salary increase determined by multiplying \$ 4.390 per day times the number of contract days the Member will be contracted for, plus 1.470% (percent) of the Member's 2015-16 base salary.

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

Any changes in the base workload for a Member will require the approval of the Vice President for Instruction or his or her designee.

Any Member, who teaches contact hours for program or non-program credit courses in excess of their defined base workload, will be compensated for the excess contact hours at a rate per contact hour equal to the greater of the College's base rate for adjunct Faculty or the Member's base salary hourly rate but in no case shall the rate exceed the College's approved rate for overload pay.

#### Section 3 -Equity of Pay Among Members

Any Member, who feels that they have been treated in an inequitable manner based on education and experience in determining their salary, should bring the alleged inequity to the attention of the Vice President for Human Resources. The Vice President for Human Resources will evaluate the educational, experience and other requirements of the position, the Member's education, experience, other position required criteria, and length of service with the College, and other factors relevant to the alleged inequity and render a decision within 60 days. The decision and the information used to make the decision will be shared with the parties involved. If a decision is proposed that requires Board action it will be brought to the attention of the President for further consideration.

#### Section 4 - SCC Ben Dollars

The intent of SCC Ben Dollars is to insure that the cost to the College is the same regardless what health insurance selection is made by a Member.

For the contract year 2016-17 the College will make available to each Member \$ 1,463 for July 2016 and \$1,534.57 for each remaining month of the 2016-17 fiscal year of SCC Ben Dollars. SCC Ben Dollars are available for Members to use to pay the cost of health and dental insurance. All Members will be required to take a health insurance option.

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

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

1. All amounts involved will be rounded to the nearest cent.
2. Retirement will be based on the maximum level (8.50% for the 2016-17 fiscal year) applicable for the given fiscal year.

The following example is presented for illustration purposes only. The computation for each Member will depend upon his or her choices.

	July 2016	August 2016
SCC Ben Dollars	\$1,463	\$1,534.57
Health insurance options selected		
Health	<u>535.00</u>	<u>561.35</u>
Difference	928.00	973.22
Reductions for College's costs		
FICA	(61.00)	(64.10)
Retirement	<u>(65.00)</u>	<u>(71.22)</u>
	802.00	837.90

#### Section 5 - Health Insurance

The College will make available group health insurance coverage for the Members and dependents of Members. Coverage provided will include, if offered, but not be limited to the Educators Health Alliance \$750 deductible plan for the month of July 2016 and \$900 deductible plan for each remaining month of the 2016-17 fiscal year, currently provided by Blue Cross/Blue Shield.

#### Section 6 - Retirement Plan

The College agrees to make available a group retirement plan (TIAA-CREF Retirement Plan) and will contribute an amount equal to the Member's contribution, but the College's matching contribution shall not exceed 8.50% of the Member's base salary, SCC BEN Dollars taken as cash, and pay for program chair responsibilities.

#### Section 7 – 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 salary.

#### Section 8 - Life Insurance

The College agrees to make available a group term life insurance program with a minimum coverage of at least \$ 50,000.

#### Section 9 - Tuition Reimbursement

A Member shall have the opportunity to be reimbursed for costs incurred for the completion undergraduate or graduate credit courses from colleges or universities according to the following:

1. The courses must have prior approval of the Vice President for Instruction. Such approval will not be unreasonably withheld.
2. The course is taken to maintain or improve job-related skills or the course is in a formal program of study the Member is pursuing and is job related or required to meet the qualification for another position within the College.
3. Eligibility for reimbursement extends to a maximum of 24 semester or equivalent credit hours in any two consecutive fiscal years. The 24 credit hour limitation will be based on courses completed (not begun) in the given fiscal year. The intent is to reimburse Members for continuing their education but at the same time Members are encouraged not to take so many hours and/or courses that it interferes with their commitment to the College.
4. The Member must provide verification of satisfactory completion at the "C" grade level or above or pass if the course is taken as pass/fail. If the Member provides a transcript showing that the granting institution accepted the course with the appropriate grade, satisfactory completion may be achieved by testing out.
5. Following satisfactory completion of 1, 2, 3, and 4 above, the Member shall be eligible for reimbursement equal to the UNL undergraduate courses 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.

6. If a Member is reimbursed for any credit hours and the Member voluntarily ends their employment with the College for a reason other than retirement or disability within two years of when the last course was completed, the Member shall be required to repay the College for the tuition reimbursed in the previous two year period according to the following schedule:
  - a. 100% for courses completed in the last 12 months
  - b. 66% for courses completed in the last 13 to 24 months

The repayment to the College will be made within six months unless other payment arrangements are made with the College. This section applies to courses begun after July 1, 2007. This section does not apply to employees with at least 7 years of employment with the College at an FTE factor of 0.75 or more when they end their employment with the College.

#### Section 10 - Tuition Remission Policy for Members, Spouses and Dependents

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

##### Credit course(s)

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

##### Non-credit course(s)

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

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

##### Credit course(s)

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

##### Non-credit course(s)

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

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

### Section 11 - Safety Eye Wear

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

### Section 12 - Employee Assistance Program

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

### Section 13 - Reimbursement Account

The College will make available a reimbursement account for those Members who elect to participate. The reimbursement account is created to provide pre-tax deductions for health care deductions as specified under Section 213 (c) of the IRC, and work related dependent care expense meeting criteria specified in Section 129 of the IRC and related regulations. The reimbursement account will be operated on a calendar year basis.

## ARTICLE VI

### LEAVE POLICIES

#### Section 1 - Sick Leave

Sick leave provisions apply to personal illness, injury, pregnancy, childbirth or related medical conditions, and absence due to the quarantine laws of the State; however, a Member may elect to use sick leave to assist Members of the immediate family who are incapacitated due to personal illness, injury, pregnancy, childbirth, or related medical conditions, and absences due to the quarantine laws of the State. Sick leave must have the approval of the Member's immediate Supervisor. Such approval will not be unreasonably withheld.

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 twenty-one (21) hours 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, which must subsequently be approved by the respective Vice President or Campus Director. Leave requests must be submitted with forty-eight (48) hour advance notice when possible.

#### Additional guidelines:

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 may be taken by individuals employed on contract three-fourth time or more.
3. Sick leave is to be taken for the circumstances set forth above (illness, injury, etc.), is not intended as earned time off with pay, and shall not be granted as such. Unused sick leave will not be paid upon termination of employment with the College.
4. After a Member uses all accumulated sick leave, pay for absences due to illness, sickness, injury, or disability shall be deducted at the hourly rate of pay as computed in accord with the term of the contract of each Member.
5. Holidays or non-contract days occurring within the period that the Member is absent on sick leave shall not be recorded as sick leave.
6. 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.
7. While a Member is on sick leave, all salary and benefits will continue to be paid as prescribed in College policies.
8. The minimum amount of sick leave, which can be taken, is 1/2 hour. All sick leave is to be taken in increments of 1/2 hour.
9. New Members, during their first year of employment, are allowed to take up to 12 days of sick leave even if they have not earned the sick leave yet. Any new 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

Members will accrue and accumulate sick leave as follows:

1. Members will accrue seven (7) hours times the Member's full-time equivalency factor of sick leave for each month of employment during the fiscal year.
2. A day shall be equal to seven (7) hours times the Member's full-time equivalency factor.

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

## Section 2 – Long-term Disability Leave

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

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

Long-term disability leave shall be without pay. The College will pay employer contributions for long term disability insurance and the services of the Lincoln Employees Assistance Program for the lesser of 120 calendar days or until such time as the employee becomes eligible for benefits under the provisions of the long term disability insurance plan. The College will continue to pay the health insurance premium for the 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.

Long-term disability leave shall be requested by completing a Request & Authorization for Leave P-16 form (checking the leave without pay line and entering the nature of leave as being long-term disability leave). Long-term disability leave shall be granted upon the recommendation of the Vice President for Instruction and the approval of the President. Members on long-term disability leave shall be required to file with the College a physician's statement setting forth the nature of the disability. The terms and conditions of the long-term disability leave shall be agreed to, reduced to writing, and signed by the Member requesting the long-term disability leave and the President. The signed memorandum shall include long-term disability leave beginning date, ending date (if this date can be determined), reassignment conditions, availability of College benefits during time of long-term disability leave, and other pertinent details.

Employees returning to work from long-term disability leave are allowed to take up to 12 days of sick leave even if they have not earned the sick leave yet. Any such employee who takes advantage of the 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.

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

1. Complete paper work on a timely basis
2. Understand college policy and procedures regarding long-term disability
3. Facilitate meetings
4. Meet appropriate deadlines

## Section 3 - Personal Leave

Members will be granted five (5) days of personal leave with pay per fiscal year upon approval by the Member's immediate supervisor. Subject to prior approval, personal leave may be taken at any time. Such approval will not be unreasonably withheld. 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.

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

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

Personal leave requests must be submitted in writing to the Member's immediate supervisor, with forty-eight (48) hour advance notice when possible. The reason for such leave need not be given.

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

#### Section 4 - Professional Leave

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 professional conference subject to the approval and direction of the Member's immediate supervisor. Such approval will not be unreasonably withheld. Such leave shall be for such time and under such conditions as may be determined by the Member's immediate supervisor. 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.

#### Section 5 - Education/Training Leave

A Member of the instructional staff shall have the opportunity to be granted an educational/training leave with or without pay subject to the following conditions:

1. All Members of the instructional staff shall be eligible to apply after they have served full-time with the College for at least three (3) years.
2. A detailed statement describing the program to be pursued while on leave, the contributions it is expected to make to the staff Member's professional improvement and to the staff Member's ability to serve the College.
3. The terms and conditions of the leave shall be agreed to, reduced to writing and signed by the person requesting the leave and the President at least three months prior to the time the education/training leave is to begin.
4. A staff Member granted such leave shall sign a note promising repayment of the moneys if any moneys are received from the College, if during or within a period of time equal to three times the term of the leave the staff Member voluntarily resigns from the College.

All requests for education/training leave, with the recommendation of the Vice President for Instruction and the President, shall be forwarded to the Area Board of Governors for their decision. Preference for education/training leave shall be given to the staff Member pursuing education/training in an area for program endorsement or certification. Requests for education/training leave may be denied if the granting of the education/training leave would cause the operations of the College to be impaired.

#### 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 and shall be for such time, as the Member's immediate supervisor shall deem appropriate under the circumstances. Such approval will not be unreasonably withheld.

#### Section 7 - Jury Duty

Members are encouraged to fulfill their citizenship obligation of jury duty. Their salary will continue for time spent in jury service, provided, however, that Members serving on jury duty will be compensated at a rate equal to the difference between what they have received for serving on such jury duty and what their normal daily salary

would otherwise have been. If a Member, upon reporting for jury duty in the morning learns that they are dismissed from jury duty, they shall return at once to their campus and resume their duties or do additional work as assigned for the balance of the day. When a Member is entirely dismissed from jury duty, they are directed to report for duty at their campus. If a Member teaches their courses in addition to their jury duty, the Member should receive the additional compensation from jury duty. This is to be arranged with the Vice President for Instruction.

#### 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 revised statutes 55-160 R.R.S. 1943, 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 at E- 3i(24-27) 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, with prior notification to the Vice President for Instruction, may engage in additional employment or acquire a private interest in a business, provided such employment or interest does not interfere with the interests of the College or the Member's ability to carry out their responsibilities to the College.

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

#### Section 5 - 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.

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

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

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

1. Notices of Association meetings.
2. Notices of Association elections and results.
3. Notices of Association recreational and social activities.
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 of any information that is placed in their Personnel File by persons other than the Member within five (5) workdays. A Member so notified shall have fifteen (15) workdays to respond to any information placed in the Member's Personnel Files. Member responses shall become part of the file.

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 Personnel Office by a Member or that Member's designated representative, the College will, within five (5) workdays, acquire the information from any file which may be kept at the Member's work situs and place such information in the Personnel File for that Member unless such time is extended by mutual agreement of the parties.

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

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



#### Section 9 - Board Meeting Attendance by Faculty Association Representatives

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 without cost to the Association or the representative.

#### Section 10 - Mutual Gains Bargaining Team

The Mutual Gains Bargaining Team (MGB) will continue the study of issues which arise during the contract period or which because of their complexity require additional study and deliberation. The MGB Team will develop mutually agreed upon letters of agreement for implementation of any solutions developed. The MGB Team will meet on a quarterly basis, or as needed, during the term of the contract.

## ARTICLE VIII

### MANAGEMENT RIGHTS

#### Section 1

It is understood and agreed by the parties that the College possesses the right to operate the College so as to carry out the statutory mandate and goals assigned to the College and that all management rights repose in management. It is also understood, however, that such rights will be exercised consistent with the other provisions of this Agreement.

#### Section 2

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

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

#### Section 3

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

## ARTICLE IV

### GRIEVANCE PROCEDURE

It is the intent of the College to provide Members with both informal and formal procedures for processing employee grievances that pertain to alleged violations of contract provision or College policy. 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. For any grievance involving a grievable disciplinary matter, the College shall bear the burden of proof.

Any 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, should refer to College Handbook policy E-3f (1-3). Complaints of alleged discrimination shall not be subject to the grievance procedure.

#### Informal Procedure

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

#### Formal Procedure

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

#### Section 1 - Definitions

1. Grievance: shall be defined to mean any dispute or controversy between the Member(s) of the College and the College whereby there has been an alleged violation of a contract provision or College policy. The term "grievance" shall not apply to any matter in which the Board of Governors is without authority to act.
2. Aggrieved Member or grievant: shall be defined as the Member(s) making the complaint.
3. Party in Interest: shall mean the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. Days: shall be defined to mean calendar days excluding Saturdays, Sundays, the actual day of a holiday and Faculty non contract days between fall and winter quarters and between spring and summer quarters.
5. Board: shall be defined to mean the Board of Governors of Southeast Community College
6. Association: shall be defined to mean the Southeast Community College Faculty Association.

#### Section 2 - 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: that is through and including Level 5 of this policy. The following types of grievances may only be processed through Level 4 of this policy:

1. Performance evaluation
2. Transfers
3. Oral warnings or reprimands regarding unsatisfactory conduct or performance
4. Written warnings or reprimands regarding unsatisfactory conduct or performance
5. Intensive assistance

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

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 3 - General Provisions and Procedures

- A. To be valid, a grievance must be filed within ten (10) days (refer to Section 1-D for definition of days) after the occurrence of the act or omission giving rise to the alleged grievance. The time period may be extended by mutual agreement of the parties. If the grievant fails to meet the (10) day time limit, both in the initial submission of the grievance or at any step or level in the grievance procedure, then the grievant has waived their right to grieve and the grievance will not continue. If the person acting on behalf of the College fails to meet the time line for their response, the grievant may proceed to the next step or level.
- B. A grievance may be withdrawn at any step or level.
- C. At each Level of the formal grievance procedure, the grievant must clearly state or provide the contract provision or College policy that is alleged to have been violated.
- D. One Association Grievance Representative may attend and participate in any meetings, hearings, appeals, or other proceedings related to a grievance filed by a Member at all levels of the grievance procedure. The Association Grievance Representative acting in this role will not count as one of the three representatives a Member may choose as provided in F below.
- 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. At any Level of the formal grievance procedure, either party may have up to three (3) representatives of their choice present who are present as observers and may serve as consultants to the grievant.
  - a. The representatives shall not participate in the discussion.
  - b. To preserve the informal atmosphere, no tape recording may be made during the informal grievance procedure.
  - c. Tape recordings may be made of meetings involved in the formal grievance procedure. A copy of the tape shall be supplied if requested by the other party.
- G. At any Level of the formal grievance procedure, either party shall have the right to bring in witnesses to present factual information regarding the grievance.
- H. Nothing contained herein shall be construed to prevent any Association Member from presenting a grievance and having the grievance adjusted without the intervention of the Association. If an Association Member does not want an Association Grievance Representative to participate in the process at any level, than the Association Grievance Representative may still attend but must do so strictly as an observer and may not participate.
- I. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- J. All meetings and hearings under this procedure through Level 5 A shall not be conducted in public and shall include only parties in interest and their designated or selected representatives. Any meeting or hearing before the Board of Governors shall be held in public unless: (1) a lawful basis exists for holding the hearing or meeting in closed session; (2) the grievant has requested a closed meeting; and (3) a majority of the Board Members in attendance and voting at the meeting votes to hear the matter in closed session.

- K. In the course of any investigation of any grievance, duly designated representatives of the employer or the Association investigating such grievance will report to the Vice President for Instruction and state the purpose of the visit. The Vice President for Instruction shall cooperate fully with the designated representative in determining the facts of the grievance.
- L. If, in the judgment of the Association, a grievance affects a group or class of Association Members, the Association may submit such grievance, in writing, to the Vice President for Instruction directly, and the processing of the grievance shall commence at Level 3. The grievance must provide the contract provision and/or College policy from Appendix C that is alleged to have been violated.
- M. Grievance forms shall be used in processing grievances and are attached hereto as Appendix A (Informal) and Appendix B (Formal).
- N. No reprisals of any kind shall be taken by the College against any party in interest, any representative, any Member, or any other participant in the grievance procedure by reason of such participation, and no final action shall be taken by the College on any issues or actions which are in the grievance procedure.
- O. At any Level in the formal grievance procedure through Level 4, any decision made by administrative representatives should be accompanied by the reasoning or justification for the decision. A meeting between the grievant and the administrative representative should occur at each level to discuss the issue and for clarity.
- P. If the grievant wishes to appeal the grievance to the next level, the grievant must provide the reasoning or justification for appealing the decision made at the previous level.

#### Section 4 - Informal Procedure

All Members must use the following informal procedure in an attempt to solve the problem at the lowest level possible and if possible to prevent the problem from becoming a grievance.

##### Step 1

The Faculty Member shall informally meet and discuss with their Program Chair or Immediate Supervisor within (10) days of the alleged violation of the contract provision and/or College policy. If at the end of the discussion the Faculty Member is not satisfied with the outcome of the meeting, and wishes to pursue the issue, they must clearly state to their Program Chair/Immediate Supervisor that they are initiating the informal grievance procedure and proceed to the next step in the informal grievance procedure.

##### Step 2

The Faculty Member has (10) days after the informal discussion in Step 1 with their Program Chair/Immediate Supervisor to complete the informal grievance form (Appendix A) and present it to their Program Chair/Immediate Supervisor. The Program Chair/Immediate Supervisor will then meet with the Faculty Member to discuss the alleged violation and attempt to resolve the problem.

##### Step 3

Within 10 days after presentation of grievance in Step 2, the Program Chair will render a decision. The Program Chair will complete the informal grievance procedure documentation (Appendix A).

##### Step 4

If the Faculty Member is not satisfied with the outcome of the meeting, and wishes to pursue the issue, they can proceed to Level 1 of the formal grievance procedure.

## Section 5 - Formal Procedure

### Level 1

If the grievance is not satisfactorily resolved in the informal procedure, the grievant may file a written formal grievance with the grievant's Program Chair/Immediate Supervisor. The grievant must file the written grievance with the Program Chair/Immediate Supervisor within ten (10) days after the informal decision or after expiration of the time allowed for an informal decision. The grievant's Program Chair/Immediate Supervisor shall issue a written decision within ten (10) days after receipt of the formal written grievance.

### Level 2

If the grievance is not satisfactorily resolved in Level 1, the grievant may file a written formal grievance with the Division Dean. The grievant must file the written formal grievance with the Division Dean within ten (10) days after the issuance of a decision in Level 1 or after expiration of the time allowed for a decision in Level 1. The Division Dean shall issue a written decision within ten (10) days after receipt of the formal written grievance. A meeting with the Division Dean and Faculty Member should occur to clarify and discuss the grievant's issue.

### Level 3

If the grievance is not satisfactorily resolved in Level 2, the grievant may file a written formal grievance with the Vice President of Instruction. The grievant must file the written formal grievance with the Vice President of Instruction within ten (10) days after the issuance of a decision in Level 2 or after expiration of the time allowed for a decision in Level 2. The Vice President of Instruction shall issue a written decision within ten (10) days after receipt of the formal written grievance. A meeting with the Vice President of Instruction and Faculty Member should occur to clarify and discuss the grievant's issue.

### Level 4

If the grievance is not satisfactorily resolved in Level 3, the grievant may file a written formal grievance with the College President. The grievant must file the written formal grievance with the College President within ten (10) days after the issuance of a decision in Level 3 or after expiration of the time allowed for a decision in Level 3. The College President shall issue a written decision within ten (10) days after receipt of the written formal grievance. A meeting with the College President and Faculty Member should occur to clarify and discuss the grievant's issue.

### Level 5

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

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

1. A brief description of the general nature of the grievance and the contention(s) of the parties.
2. A numerical listing of all exhibits to be presented.
3. Names and addresses of all witnesses who may be called to testify at the Board hearing.
4. A list of genuinely controverted facts in dispute.
5. A summary of any documents, reports, or notations from any personnel, supervisor, or other files used by either party.
6. The order in which the evidence should be presented.

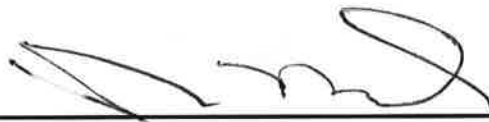
At any time during the prehearing conference, the parties may reach a mutually agreeable decision and terminate the grievance procedure. The decision will be in writing and binding on both parties.

The Board Chair shall determine the procedures to be followed at the Board hearing. Among other things, the Chair may limit the amount of time, which each party will have to present or oppose the grievance. The chair may specify that the grievance will be presented solely on the basis of written arguments, affidavits, and supporting

documents, or may permit the parties to testify and call witnesses at the hearing. The Chair may also specify that the hearing will consist of the entire Board, or, as many Members of the Board as may be designated by the Board Chair. The Board shall arrange a time and place to take evidence, and hear the grievance and shall issue its decision within ten (10) days after such hearing. A transcript of the proceedings of the meeting may be made and the cost shall be borne by the party requesting such transcript.

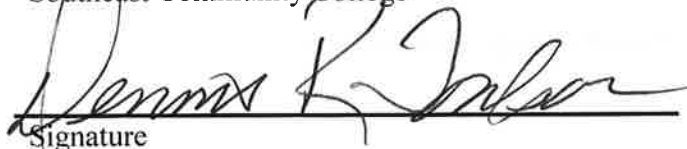
Section 6 - Grievance Representative

1. 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.
2. 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 Representative. When requested by an Association Member, an Association Grievance Representative may investigate any alleged or actual grievance in their assigned area of responsibility and assist in its presentation. The Representative shall be allowed reasonable time as provided for below (paragraph 4.), for this purpose during working hours without loss of time or pay upon notification and approval of their immediate supervisor who shall not unreasonably withhold approval. The Association will, as a general practice, attempt to process grievances after the regular workday or at other times, which do not interfere with assigned duties.
3. The Association Grievance Representatives may use time during their regular work hours for investigating grievances or attending grievance meetings with prior approval, and will be paid their regular hourly rate for such time lost up to a maximum of one hour per grievance per week, but not to exceed a total of three hours per week.
4. All Association Grievance Representatives will be considered to be on a regular seven-hour shift as far as grievance pay is concerned. If circumstances justify such action, the time limitations noted above may be extended upon approval of the Association Grievance Representative's immediate supervisor outside the bargaining unit; provided, that such approval shall not be unreasonably denied.
5. No Association Grievance Representative or other Association officer shall leave their regularly assigned work area to investigate a grievance without first notifying their supervisor, or, in the absence of their supervisor, the person in charge.



\_\_\_\_\_  
Signature  
President,  
Southeast Community College

8-16-2016  
Date



\_\_\_\_\_  
Signature  
Faculty Association Representative,  
Southeast Community College Faculty Association

10-24-2016  
Date







**Appendix B**

**FORMAL GRIEVANCE PROCEDURE**

**INITIATION OF LEVEL 1:**

- Attach Informal Grievance Procedure form
- Recommend meeting with Faculty Association grievance representative to clarify formal grievance procedure
- Faculty Association Grievance Representative contacted: yes/ no \_\_\_\_\_(Date)

Rationale for initiating Level 1 based on decision given in the informal grievance procedure:

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\_\_\_\_\_  
Faculty Member signature

\_\_\_\_\_  
Date submitted

Met with Program Chair or Immediate Supervisor: \_\_\_\_\_  
Date

Program Chair or Immediate Supervisor's response:

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\_\_\_\_\_  
Program Chair/Immediate Supervisor signature

\_\_\_\_\_  
Date

- Resolved
- Not Resolved

Level 2 must be initiated on or before: \_\_\_\_\_  
(Date 10 days or less from Program Chair/ Immediate Supervisor's response)

**INITIATION OF LEVEL 2**

Rationale for initiating Level 2 based on decision given in Level 1:

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\_\_\_\_\_  
Faculty Member signature

\_\_\_\_\_  
Date submitted

Met with Division Dean on: \_\_\_\_\_  
Date

Division Dean's response:

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\_\_\_\_\_  
Division Dean Signature

\_\_\_\_\_  
Date

- Resolved
- Not Resolved

Level 3 must be initiated on or before: \_\_\_\_\_  
(Date 10 days or less from Division Dean's response)

**INITIATION OF LEVEL 3**

Rationale for initiating Level 3 based on decision given in Level 2:

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\_\_\_\_\_  
Faculty Member signature

\_\_\_\_\_  
Date submitted

Met with Vice President of Instruction on: \_\_\_\_\_  
Date

Vice President of Instruction's response:

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\_\_\_\_\_  
Vice President of Instruction Signature

\_\_\_\_\_  
Date

Resolved

Not Resolved

Level 4 must be initiated on or before: \_\_\_\_\_  
(Date 10 days or less from VP of Instruction response)

**INITIATION OF LEVEL 4**

Rationale for initiating Level 4 based on decision given in Level 3:

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\_\_\_\_\_  
Faculty Member signature

\_\_\_\_\_  
Date submitted

Met with College President on: \_\_\_\_\_  
Date

College President's response:

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\_\_\_\_\_  
College President Signature

\_\_\_\_\_  
Date

- Resolved
- Not Resolved

Level 5 must be initiated on or before: \_\_\_\_\_  
(Date 10 days or less from College President response)

**INITIATION OF LEVEL 5**

Rationale for initiating Level 5 based on decision given in Level 4 and the fact that it is not a grievance type listed in Section 2:

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\_\_\_\_\_  
Faculty Member signature

\_\_\_\_\_  
Date submitted

Met with Board of Governors Chair on: \_\_\_\_\_  
Date

Board of Governors Chair's response:

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\_\_\_\_\_  
Board of Governors Chair Signature

\_\_\_\_\_  
Date

- [ ] Resolved
- [ ] Not Resolved

## Appendix C

### Southeast Community College List of College Handbook Policies that may be Grieved

<b>A-20</b>	<b>Policy</b>		<b>Intellectual Property</b>
<b>C-1a</b>	<b>Policy</b>		<b>Instructional Services</b>
<b>C-2a</b>	<b>Policy</b>		<b>Technology Services</b>
<b>D-1a</b>	<b>Policy</b>		<b>Board Responsibility</b>
D-1i		Procedure	Payroll/Salary
<b>E-1a</b>	<b>Policy</b>		<b>Administration</b>
<b>E-2a</b>	<b>Policy</b>		<b>Beginning Employment</b>
E-2e		Procedure	Instructor Expectations
E-2f(1-2)		Procedure	Work Schedules
E-2g		Procedure	Teaching Assignments
E-2h(1-2)		Procedure	Transfers
<b>E-3a</b>	<b>Policy</b>		<b>Continuing Employment</b>
E-3b		Procedure	Staff Development
E-3c		Procedure	Evaluation
E-2g (1-7)		Procedure	Grievance Procedure
E-3h		Procedure	Personnel File Information
E-3i (1-31)		Procedure	Benefits for Eligible Employees
<b>E-4a</b>	<b>Policy</b>		<b>Separation of Employment</b>
E-4b		Procedure	Resignation
E-4c(1-4)		Procedure	Reduction in Force
E-4d		Procedure	Lay-off
E-4e		Procedure	Disciplinary Separation
E-4f(1)		Procedure	Exit Procedures
<b>E-5</b>	<b>Policy</b>		<b>Code of Ethics</b>
<b>E-6</b>	<b>Policy</b>		<b>Consensual Sexual or Romantic Relationships</b>
<b>E-7</b>	<b>Policy</b>		<b>Motor Vehicle Safety</b>
E-7b		Procedure	Vehicle Safety Guidelines