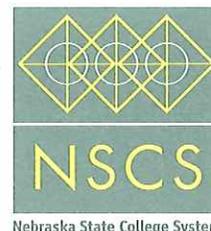


Nebraska State College System

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Lincoln, NE 68508-3751 | Phone: (402) 471-2505 | Fax: (402) 471-2669
www.nscs.edu



March 13, 2015

Mr. Patrick J. O'Donnell
Clerk of the Legislature
Nebraska State Legislature
State Capitol- Room 2018
Lincoln, NE 68509

Dear Mr. O'Donnell:

Enclosed are the Chief Negotiator's reports required under Neb. Rev. Stat. §81-1384, of the State Employee Collective Bargaining Act, for 2015-2017 labor negotiations between the Board of Trustees of the Nebraska State Colleges and the State College Education Association (SCEA); the Nebraska State College Professional Association (NSCPA); and, the Nebraska Association of Public Employees, Local #61, American Federation of State, County, and Municipal Employees (NAPE/AFSCME).

Sincerely,

A handwritten signature in black ink that reads "Stan Carpenter". The signature is fluid and cursive, with the first name "Stan" being particularly prominent.

Stan Carpenter
Chancellor

Enclosures

cc: Lt. Gov. Mike Foley
President of the Legislature

Senator Galen Hadley
Speaker of the Legislature

Senator Heath Mello
Chairman of the Appropriations Committee

Senator Burke Harr
Chairman of the Business and Labor Committee

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CHADRON STATE. PERU STATE. WAYNE STATE.

**Report on the Status of 2015-2017 Negotiations Between the
Board of Trustees of the Nebraska State Colleges and
the State College Education Association**

March 13, 2015

The Board of Trustees of the Nebraska State Colleges (Board) and the State College Education Association (SCEA), exchanged proposals for the 2015-2017 biennium on September 25, 2014. Collective bargaining ended on November 14, 2014 with a voluntary agreement.

The Agreement was ratified by the SCEA membership on December 16, 2014. The Board approved the terms of the Agreement on January 21, 2015.

On July 1, 2015, employees will receive a 3% annual increase. On July 1, 2016, employees will receive a 3% annual increase. Over the biennium, the combined unit payroll increases cost is \$1,797,947.

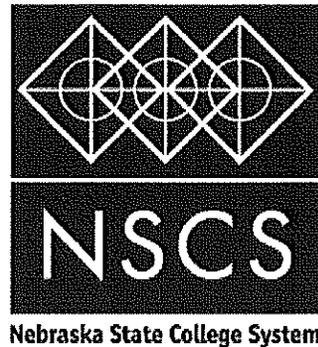
A copy of the completed 2015-2017 agreement between the Board and SCEA is attached.

Submitted by:



Kristin Petersen
Chief Negotiator
Board of Trustees of the Nebraska State Colleges

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2015-2017
Agreement between

The Nebraska State Colleges
Board of Trustees
(Employer)

and the

State College
Education Association (SCEA)

July 1, 2015

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**AGREEMENT
2015-2017**

This Agreement between the Board of Trustees for the Nebraska State Colleges acting on its own behalf and through its agents (hereinafter referred to as the Board) and the State College Education Association (hereinafter referred to as SCEA) is for the purpose of establishing mutually acceptable procedures, practices, and conditions regarding rates of pay, hours of work, and conditions of employment to be observed by the parties to this Agreement on the three state college campuses regarding the bargaining unit hereinafter described.

**ARTICLE I.
RECOGNITION**

Section 1.1 Unit Membership

The Board recognizes the SCEA as the exclusive bargaining agent for all ranked faculty employees on specific term appointments employed full time by the Board of Trustees of the Nebraska State Colleges, who perform teaching duties at the three state colleges located at Chadron, Peru and Wayne, Nebraska, including department chairs (hereinafter referred to as faculty members). Deans, employees on special appointments (including non ranked faculty, temporary or interim appointments, part time appointments and appointments supported by funds over which the Board does not have control or which the Board cannot reasonably expect to continue indefinitely), and all other professional and support staff employees are not included in the bargaining unit.

Full time (at least .75 FTE) faculty special appointments will be limited to three (3) academic years.

Section 1.2 Exclusive Contract

The Board agrees that it will not sign any contract, make any written agreement, or recognize any other employee representative for the faculty members during the term of this Agreement.

ARTICLE II. NONDISCRIMINATION

The Board and SCEA fully agree that employment and institutional policies will be applied fairly and equitably. Neither preference nor discrimination shall be shown by either the Board or SCEA for or against any member in regard to race, color, national origin, age, sex, religion, disability, or affiliation or non-affiliation with SCEA all as provided by law. The parties to the Agreement further agree that no employment or educational policy shall be discriminatory on the basis of individual characteristics other than quality of performance of duties, and conduct in regard to employment as required by the terms of this Agreement, with Board policies and rules, and with applicable laws.

The Nebraska State Colleges are equal opportunity institutions and do not discriminate against any student, employee or applicant on the basis of race, color, national origin, sex, disability, religion, or age in employment and education opportunities, including but not limited to admission decisions. Each College has designated an individual to coordinate the College's nondiscrimination efforts to comply with regulations implementing Title VI, VII, IX, and Section 504. Inquiries regarding non-discrimination policies and practices may be directed to the Compliance Coordinators assigned at each College and identified on each college website.

ARTICLE III. STATEMENT ON ACADEMIC FREEDOM

Concepts of academic freedom are based on the current AAUP Statement of Principles and Interpretive Comments on Academic Freedom and Tenure ("Statement"). The Statement, however, is not incorporated herein by reference.

ARTICLE IV. INTELLECTUAL PROPERTY RIGHTS

Section 4.1 Conditions

Faculty members shall retain all copyright and intellectual property rights when course materials are created, updated, or modified when the three following conditions are met:

- a) The works reflect research or creativity which within the State College System are defined as traditional works of scholarship and are considered as evidence of professional advancement or accomplishment. Traditional works of scholarship include instructional materials (i.e., lectures, lecture notes, study guides, etc.) journal articles, research bulletins, monographs, books, textbooks, lab notebooks, research files, CD's, software, plays, poems, film and artistic works, as long as the works do not involve substantial use of college resources.
- b) The faculty member has not voluntarily transferred the copyright, or intellectual property right in whole or part, to the Board through a signed written instrument.
- c) The faculty member did not receive specific compensation in exchange for developing the work, the terms of such specific compensation communicated in writing.

Faculty members may be compensated for course revisions pursuant to a signed written instrument.

Section 4.2 Materials Not Courses

Faculty do not have intellectual property rights to individual courses or to the curriculum as a whole, but only to self-developed instructional materials used in the development of the course. Faculty members will provide grading information upon appropriate request.

ARTICLE V. PROGRAM AND WORKING CONDITIONS

Section 5.1 Contract Period

The contract period extends from one (1) working day prior to the first day of classes of the Fall semester until the completion of the final examination period and commencement ceremonies of the Spring semester or the period of time necessary for faculty members to turn in final grades and required year-end reports, whichever is later. New faculty may be requested to report one (1) day prior to the start date for returning faculty.

Section 5.2 Faculty Load

5.2.1 Academic Year Appointments

During an academic year appointment, faculty members shall be assigned no more than a thirty (30) credit hour adjusted workload, of which no more than

twelve (12) credit hours plus or minus one (1) credit hour each semester will be instructional credit hours. The usual and customary instructional workload will be twenty-four (24) adjusted credit hours per academic year contract except as may otherwise be required by appropriate College accrediting bodies or applicable state regulations. Any instructional credit hours above twenty-five (25) will receive overload compensation per Section 10.6. Instructional loads with fewer than twenty-three (23) credit hours will be assigned additional duties. The balance of the thirty (30) credit hour workload will be credited to scholarly and service activities.

5.2.2 Workload Adjustments

Reasonable workload adjustments may be made at the discretion of the Board or its designee to take into account scholarly activity for graduate instruction, laboratory courses, private or group music lessons, studio or drama courses, student teacher supervision, coaching duties and/or other out-of-classroom instructional activities. Any instructional hours assigned above the prescribed instructional hours will be considered an overload and will qualify for overload.

5.2.3 Notice of Teaching Assignments

In order to facilitate adequate planning, faculty members will be notified by their Dean as soon as possible of teaching assignments for the semester, but no later than August 1 for fall semester and December 15 for spring semester unless exceptional circumstances exist that prevent meeting those deadlines.

5.2.4 Correspondence Courses, Directed Study, and Independent Study

Correspondence courses, directed study, and independent study assignments will be offered with the approval of the faculty member and at the Dean's discretion. Faculty teaching correspondence, directed study, and independent study courses will be compensated at the rate of two-thirds (2/3) tuition assessed for each enrolled student. Such courses are not eligible for instructional workload adjustment.

Section 5.3 Advising

All faculty members are responsible for advising students. No faculty member will be assigned more than fifty (50) undergraduate and graduate student advisees as adjusted for the number of undeclared students. Faculty members may by mutual agreement with the Dean agree to be assigned more than fifty (50) advisees.

In order to facilitate student advising, each faculty member will announce on the first day of each semester, in accordance with the prescribed number of office hours required and in consultation with the Dean, the specific hours each week he or she will be available for scheduled or drop in appointments.

Section 5.4 Online and Interactive Distance Learning Courses

Faculty members who are assigned to teach online courses and interactive distance learning courses, for the first time, will be provided notification as soon as possible but no later than August 1 for fall semester and December 15 for spring semester unless exceptional circumstances exist that prevent meeting these deadlines, as well as, prior training in the operation of the technical equipment to be used for such courses. Technical and pedagogical assistance in the preparation of materials for interactive distance learning and online courses will be provided. Logistical support will be provided for distribution of instructional materials and testing at each remote site for interactive distance learning courses.

Faculty teaching via interactive distance learning will receive incentive pay for a three (3) credit hour course at the rate of \$250 per remote site. The number of remote sites shall be limited to no more than three per course. Any exception to this limit must be approved by the appropriate Dean in consultation with the faculty member. Incentive pay for interactive distance learning courses which are either less than or more than three (3) credit hours will be in proportion to this rate.

Online course enrollments will be capped at thirty (30) students per course. If the course enrollment exceeds thirty (30) students, the faculty teaching the course will receive the equivalent of two-thirds (2/3) in-state tuition per student above the enrollment cap. For the purpose of this Agreement, an online course is defined as one where seventy-five percent (75%) or more of the instruction is delivered via internet.

No video/audio tapes of distance learning classes shall be used after completion of the semester without the faculty member's approval, which shall not unreasonably be withheld.

Online and interactive distance learning courses taught will be treated as are all other courses with regard to load and evaluation, except that evaluation strategies and instruments will recognize the non-traditional character of such courses.

Any new online course or distance learning course offered shall first follow customary approval procedures established by the College, which shall include initial approval for the development of such course by the appropriate Dean.

No approved Internet course designed and created by a faculty member without compensation may be conducted by any other person without the consent of the faculty member who created the course, which consent shall not be unreasonably withheld or delayed. If the faculty member gives consent, the faculty member and institution will enter into a compensation contract.

Courses developed at the request of the College, as defined by the purchase agreement and for which the faculty member receives additional compensation, are considered a work for hire and the property of the college and does not require the consent of the faculty member to reassign the teaching of the course to another faculty member.

5.4.1 Blended Courses

A blended course is a course which has two groups of students enrolled in the course- online students and students who will receive instruction face to face in the regular classroom. The course has a single syllabus, a common set of assignments, a common schedule and curriculum. Faculty teaching a blended course shall receive incentive pay at a rate of \$250.

Section 5.5 Work Terms and Conditions

5.5.1 Office Hours

Office hours on campus are required of all faculty, at least five (5) hours per week for no less than three (3) days per week. Reasonable allowances for office hours may be arranged upon mutual consent between the faculty member and the Dean.

5.5.2 Equipment and Furnishings

The Board shall provide each faculty member reasonable equipment and furnishings necessary to perform assigned duties.

5.5.3 Office Space and Clerical Assistance

Each faculty member shall be provided office space and clerical support from at least an Office Assistant I or equivalent.

5.5.4 Computer Services Support

Faculty members shall be provided computer service for College-approved software and hardware to fulfill their academic and research responsibilities. Computer Services Administration will publish and maintain a list of software for which it will provide technical assistance. Faculty members may not receive support for any other software. In compliance with College procedures, which require prior disclosure, faculty members may load or have loaded licensed, academic-specific software on their office computers. Approval to load software shall be made in a timely manner and shall not be unreasonably denied. A denial to load software must specify in writing the reasons for such denial. The College will provide wide band network and high speed internet options of speed and connectivity comparable to College standards for specific and legitimate

curriculum and research needs. On this alternative system, faculty members may load licensed and academic-specific software and install necessary peripherals as needed.

5.5.5 Computer Services Notification

Reasonable efforts will be made to give faculty members ten (10) working days advanced notice when computer hardware or software is replaced.

5.5.6 Employee Handbook

The employee handbooks, the NSCS Board Policy Manual, and the current Agreement with the SCEA shall be available online.

5.5.7 Teaching at Other Institutions of Higher Education

Faculty members shall not engage in employment at other institutions of higher education during the contract period without permission from the Vice President for Academic Affairs. Such permission must be secured in advance for each employment instance.

ARTICLE VI. PERSONNEL FILES

Section 6.1 Maintenance

The Board shall maintain an official personnel file for each faculty member available through the Human Resources Office with access limited to the President, Human Resources Director, Vice President of Academic Affairs, Deans and their appropriate staff. Student employees shall not have access to faculty personnel files.

Section 6.2 Confidentiality

Personal information in the personnel file, other than salaries and routine directory information, will be treated in a confidential manner subject to state and federal law.

Copies of employment contracts shall be provided to SCEA upon written consent of the faculty member.

Section 6.3 Contents

The personnel file may include, but not be limited to, the following:

- a) General personnel information and employment contracts;
- b) Academic records;

- c) Personnel actions generated by the Board;
- d) Performance evaluations and memoranda of discussions with the faculty member relating to performance;
- e) Observation reports of the faculty member's performance by supervisors;
- f) Tenure and promotion records; and,
- g) Job application materials including employment applications, resumes, reference letters, and school transcripts.

Section 6.4 Inspection

A faculty member, or SCEA representative whom the faculty member has so designated in writing, has the right to inspect the contents of his or her individual personnel file. Files must be reviewed in the presence of an appropriate administrative officer and may not be removed from the office in which they are located.

Section 6.5 Informed Inclusion

A faculty member shall be given a copy of any document relating to performance and/or conduct when it is placed in his or her personnel file. The faculty member shall have the right to attach written refutation, rebuttal or comment.

**ARTICLE VII.
PERFORMANCE EVALUATION**

Section 7.1 Purpose

The performance evaluation process shall be for the purpose of improving instruction, encouraging and supporting professional development, supporting research and supporting service, and providing information necessary, in part, for personnel decisions, including reappointment, promotion, and tenure decisions. Evaluations shall be conducted by the supervising Dean.

Section 7.2 Criteria Categories

Evaluation shall be consistent with and reflective of the role and mission of the State College System and its emphasis on effective teaching. The criteria categories for evaluation shall be:

- a) Demonstrated ability to teach effectively and to contribute to students' academic growth and development;

- b) Evidence of continuing preparation and study through scholarly and/or creative activities and achievements related to the primary area of employment and/or supporting scholarship of teaching and learning; and,
- c) Evidence of service to the college, community, and profession. Evidence of service to the college shall include but not be limited to: good citizenship at the departmental, school, and campus levels, including participation in all aspects of department, school, and campus life; a commitment to responsibly representing the school on committees; and civil and collegial communication with department members and supervisors.

Section 7.3 Evaluation Schedule

Faculty members shall be evaluated by their supervising Dean once each academic year. Such evaluation shall be completed prior to the time the Board receives a report of salaries for the upcoming academic year. The evaluation period will be January 1st through December 31st with evaluation materials due to the Dean by January 30th following completion of the evaluation period. Faculty members in their second year of faculty employment will be evaluated prior to December 1st. All evaluation procedures, as described below and concluding with a conference of the Dean and each faculty member, shall be completed prior to April 1st following completion of the evaluation period.

Should the evaluation not be completed on schedule when evaluation materials have been provided in a timely manner, the faculty member shall be deemed to have provided satisfactory performance.

Section 7.4 Evaluation Procedure

Evaluations will be predicated on the criteria categories in 7.2, and their relative importance, professional assignments communicated in writing to the faculty member, and written Faculty Development Plans. Such plans will have annual goals and specific objectives. The Dean and faculty member will prepare the plan which will be included in the individual's personnel file.

In determining progress during an evaluation period, the Dean and faculty members will use student instructional effectiveness surveys as one important index of teaching effectiveness. Student surveys will be conducted in at least two (2) courses taught by the faculty member during each academic year. Faculty may elect to have more than two (2) courses surveyed. Non-tenured faculty may be required to have all courses surveyed. Tenured faculty may be required to have more than two (2) courses surveyed if performance concerns exist and notice regarding the concerns have been communicated in writing to the faculty member. Summaries of the student surveys and comments will be given to the faculty member within thirty (30) working days of the conclusion of the course and a copy will be placed in the personnel file. Without faculty permission,

student surveys and summaries and faculty evaluations will be available only to academic supervisory personnel and their staff. The faculty member may request third party verification of the accuracy of the student surveys' summaries. The third party will be agreed upon by the faculty member and the Dean. Student surveys will be maintained for one semester following the semester in which the surveys were administered, for purposes of such validation. To support the evaluation process, evidence may also be collected from class visitations, monitoring on-line courses with notification, course outlines, tests, quizzes, writing assignments, review sheets, and other relevant sources. The evaluation will not be based on student surveys only.

When an online or interactive distance learning course is evaluated, the quality of teaching and its impact on instructional outcomes will be emphasized apart from any technology variables that may affect instruction. At the end of each evaluation period, Deans will confer with each faculty member to assess progress and/or complete a formal evaluation. Evaluation forms will include three rating categories for performance - satisfactory, needs improvement and unsatisfactory. Only an overall satisfactory performance designation is eligible for any negotiated annual increase to base salary. Faculty members will provide reasonable documentation and materials which assist in assessing progress made in support of the goals and objectives stated in the professional development plan. The Dean will provide each faculty member a copy of strengths identified and/or improvements required in the individual's performance with recommendations to assist improvement and to reach specific outcomes. Conclusions resulting in changes in the objectives and activities of the professional development plan will be attached to the original plan. In the case of identified areas of concern, a plan for implementation of recommendations with specific outcomes will be created by the Dean in consultation with the faculty member. Such a plan will be signed and attached to the original faculty development plan and evaluation. No overall performance rating of less than "satisfactory," impacting an annual base salary adjustment, can be assigned without prior written notice of administrative concerns and reasonable time to address such concerns. A faculty member may submit written comments on the evaluation prior to subsequent administrative review. A copy of the evaluation and comments will be placed in the faculty member's personnel file.

All evaluations of probationary tenure-track faculty members will include a discussion of progress toward the awarding of tenure and written recommendations for addressing any deficiencies that may be apparent at the time of the evaluation. Faculty members who serve as departmental chairs will not conduct formal evaluations. Department chairs will serve in a consultative role which may include review of materials and making recommendations, which may include, but not be limited to, evaluations with respect to departmental citizenship or service. Departmental faculty may recommend individuals to the Dean to serve as department chairs.

Evaluations shall not be subject to grievance or hearing procedures except for

compliance with the procedures specifically enumerated in this Article. However, if an evaluation results in the denial of a salary increase, the faculty member may request a conference with the Dean and Academic Vice President for reconsideration, which decision shall be final. The faculty member has the right to have a SCEA representative participate in this meeting.

Quality of performance and conduct regarding employment as required by the terms of this Agreement, Board policies and rules, and applicable laws shall form the sole basis for evaluation of faculty members.

ARTICLE VIII. PROFESSIONAL DEVELOPMENT

Section 8.1 Sabbatical Leave

The purpose of sabbatical leave is to provide an opportunity for faculty members to engage in scholarly, creative, professional, research, or other academic activities that will enhance the faculty member's contribution to the College. Sabbatical leave is an important element in professional development. Tenured faculty members who have been employed as faculty at the College for at least seven (7) consecutive years shall be eligible to apply for sabbatical assignments. Faculty members are not eligible to receive sabbatical assignments more frequently than once every seven (7) years. Each College shall make available at least one (1) sabbatical per fifty (50) faculty members, or major fraction thereof, per year. Awarding of such sabbatical shall be contingent upon the receipt of a meritorious proposal.

Applications for sabbaticals shall be submitted according to a deadline established by the Academic Vice President, but no later than December 1st of the fall semester of the year preceding the year for which the sabbatical is requested. The application shall include a plan of professional development to be pursued during the assignment and a statement of the anticipated value of the sabbatical to the faculty member and the College. Each College shall establish a committee to evaluate the sabbatical applications and make recommendations to the Academic Vice President. After consultation with the Academic Vice President, the President shall make final decisions on all applications. Faculty members will be notified in writing of the President's sabbatical decisions no later than February 1st.

Sabbatical assignment compensation may be set at full pay for one academic semester, one-half (1/2) pay for the academic year, or a lesser amount. Faculty members may avail themselves of fellowships, assistantships or other sources of limited means, to offset travel and displacement cost while on sabbatical; however, this Section shall not permit full-time employment while on sabbatical.

Faculty members on sabbatical will continue to receive the proportionate share of the College's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the faculty member.

Within ninety (90) days following return from sabbatical, the faculty member shall submit to the Academic Vice President a written report summarizing the activities and results of the sabbatical assignment.

A recipient of a sabbatical assignment may, at the discretion of the President, be required to return to the College for a period of one (1) year or to immediately repay the salary and cost of benefits received from the College while on sabbatical.

Time on sabbatical shall count toward the time requirements for rank promotion.

Section 8.2 Leave of Absence

Faculty members who have been employed at the College for three (3) consecutive years shall be eligible to apply for a leave of absence for the purpose of research, education, travel, work at other institutions, or private business organizations, or engaging in other activities which will improve the faculty member professionally and be of benefit to the College. Such leave of absence is without pay. However, if the leave of absence is at the request of the College, and the faculty member has been employed at the College for four (4) consecutive years, such leave may be compensated with one-half (1/2) pay for one (1) academic year, full pay for one (1) semester, or a lesser amount by mutual agreement of the faculty member and the College.

The recipient of a paid leave of absence may, at the discretion of the President, be required to return to the College for a period of one (1) year or to immediately repay the salary and cost of benefits received while on the leave of absence.

Requests for leave of absence must be submitted according to a deadline established by the Academic Vice President, but no later than December 1 of the year preceding the year for which the leave is requested. Requests for a leave of absence without pay may be requested after the December 1 deadline if there are extenuating circumstances, such as receipt of a Fulbright award. Such leaves are limited to one (1) year but leave without pay may be extended one additional year by mutual agreement. Requests for extension must be received by February 1. Granting leaves of absence is at the discretion of the President, and is a non-grievable matter. Time on leave without pay does not count toward time requirements for tenure or rank promotion unless mutually agreed upon in writing by the faculty member and the President at the time of leave approval.

Faculty members on a paid leave of absence will continue to receive the proportionate share of the College's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the faculty member.

Faculty members on an unpaid leave of absence may contribute to the retirement plan and participate in applicable insurance programs at their own expense.

Within ninety (90) days following return from a leave of absence, the faculty member shall submit to the Academic Vice President a written report summarizing the activities and results of the leave.

Section 8.3 Professional Development Fund

The purpose of this Section is to encourage and support faculty development, leading to greater effectiveness of instruction. Nothing in this section shall be construed to restrict the Board's right to support additional activities for that purpose.

Each College shall provide a professional development fund to facilitate the broadest creative applications for instructional improvements. Applications for use of such funds shall be reviewed by a faculty committee established by the Faculty Senate. The committee shall submit recommendations to the Academic Vice President and President for final decision and award.

Professional development activities which could be funded include, but are not limited to:

- a) Attending, presiding, and/or presenting at professional meetings;
- b) Grants for research and study;
- c) Support for bringing faculty development consultants on-site in fields related to instructional programs;
- d) Support for development activities identified in faculty professional portfolios; and,
- e) Development of new distance learning courses.
- f) Tuition support for tenure track faculty members to take courses needed to complete terminal degrees.

A report detailing activities and their impact on instruction shall be submitted by the faculty member to the appropriate committee responsible for funding and the Academic Vice President within ninety (90) days.

ARTICLE IX. GRIEVANCE PROCEDURE

Section 9.1 Limitations

The grievance procedure as set forth herein is designed to provide a prompt and efficient method for the resolution of grievances. The grievance procedure hereinafter set forth shall be the exclusive method for resolving grievances concerning the administration of this Agreement. Time limits provided herein

should be adhered to unless modifications are agreed to in writing by the parties to the grievance. Failure of the College in any step to render a decision to the grievant within the maximum time limits shall automatically allow the grievant to proceed to the next step. Failure of the grievant to proceed to the next step within the maximum time limit shall be considered as termination of the grievance.

Section 9.2 Representation

A faculty member (grievant) shall have the right to have a SCEA representative participate in any step of the grievance procedure.

Section 9.3 Grievance Defined

A grievance is defined to be a dispute filed by a faculty member, a local chapter of the SCEA, or SCEA concerning the interpretation or application of this Agreement, or other terms and conditions of employment, and filed in accordance with the terms of this Article.

The parties jointly agree that the procedure for grieving decisions to terminate an appointment prior to its expiration is outlined in Article XVII, Dismissal, and is the exclusive method for resolving such grievances.

Section 9.4 Informal Grievance

Prior to the filing of a formal grievance hereunder, a faculty member shall discuss his or her dispute with the appropriate Dean or the administrator who made the decision at issue in an attempt to resolve the dispute. Similarly, representatives of SCEA may informally present and discuss the dispute on behalf of any faculty member or group of faculty members with the appropriate Dean or administrator who made the decision at issue. Any mutually acceptable disposition shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the written disposition shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently thereafter arise.

Section 9.5 Formal Grievance

In reducing a grievance to writing, the following information must be stated with reasonable clarity:

- a) the exact nature of the grievance;
- b) the act or acts of commission or omission;
- c) the dates of the act or acts;
- d) the identity of the party or parties alleged to have caused the grievance;
- e) the specific provisions of the Agreement or policies that are alleged to have been violated; and

- f) the remedy that is sought.

Section 9.6 Procedure

A formal grievance shall be processed in the following manner:

- a) **Step 1.** A formal grievance shall be filed in writing with the Vice President for Academic Affairs within twenty (20) working days following the act or omission giving rise thereto, or the date on which the grievant knew, or reasonably should have known, of such act or omission if the date is later.

The Vice President for Academic Affairs has ten (10) working days after receipt of the grievance, or any extension provided for herein, to review the grievance. The Academic Vice President shall issue a determination in writing to the grievant and the SCEA within the ten (10) working day period. If the written determination refers to documents, copies of such documents shall be attached.

Upon the written request of either party to the other, an additional ten (10) working days extension shall be granted during which period efforts to resolve the grievance shall be made. Any mutually acceptable disposition at this stage shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently arise. In the event the written decision refers to documents, copies of such documents shall be attached to the decision.

- b) **Step 2.** The grievant shall have five (5) working days from receipt of the Academic Vice President's determination to appeal by filing the grievance and all prior responses with the President.

Within ten (10) working days of receipt of the grievance appeal, the President shall submit the grievance to a "Grievance Advisory Committee" consisting of three (3) tenured faculty members chosen by the local SCEA President none of whom is a member of the grievant's department, and two (2) other persons chosen by the President, one of whom shall be a tenured faculty member who is not a member of the grievant's department, and the other either another tenured faculty member or an administrator.

The Grievance Advisory Committee shall hold a hearing within ten (10) working days after receipt of the grievance and shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The grievant shall have

the right to attend all evidentiary proceedings of the committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant argument or evidence. The grievant shall also have the right to assistance by counsel at the grievant's expense. The committee following its own procedures and in accordance with this Agreement shall submit a complete audio and video record of the hearing, copies of all exhibits, and the committee's findings and recommendations to the President, and grievant within ten (10) working days following the hearing. Any party who wishes to use a court reporter to take a verbatim transcript may do so at its own expense.

The President shall issue a written decision to the grievant within five (5) working days following receipt of the recommendation of the Grievance Advisory Committee.

- c) **Step 3.** The grievant shall have ten (10) working days from receipt of the President's decision to appeal that decision to the Chancellor. A copy of the grievance and all prior written recommendations and responses is to be provided. The Chancellor shall review and notify the grievant of his or her decision within fifteen (15) working days.

If the Chancellor's decision under this Step fails to satisfy the grievant, the grievant wishing to continue may seek relief under one of the following options:

- 1) applicable State or Federal laws; or,
- 2) by mutual agreement of the parties, pursue mediation.

Section 9.7 Reprisals

There shall be no reprisals taken against a faculty member for the filing of a grievance or participating as a witness in a grievance hearing.

ARTICLE X. WAGES

Section 10.1 Request for Budgetary Proposals

It is agreed that the Local Chapter SCEA President may submit information and ideas on budgetary matters to the President for consideration in setting the annual college budget request. Upon an appropriate request, the Local Chapter SCEA President shall be placed on the agenda for a college budget discussion prior to the time the college decides on its final budget request.

Section 10.2 Budget Notification

A copy of the instructional services portion of the operating budget shall be available online.

Section 10.3 Base Salary Adjustments

Salary dollars will be distributed as follows:

- a) For 2015-2016, each returning faculty member with overall satisfactory performance shall receive a three (3%) percent increase above the prior year base salary.
- b) For 2016-2017, each returning faculty member with overall satisfactory performance shall receive a three (3%) percent increase above the prior year base salary.
- c) Faculty earning new doctorates will be awarded an additional three thousand dollars (\$3,000) upon receipt by the college human resources director of official transcripts or sufficient documentation from the awarding institution indicating the awarding of the degree. New doctorates must be completed and official transcripts received prior to September 1st of the contract year in order to receive additional compensation. The additional compensation shall not be included in the faculty member's prior year base salary for the purpose of salary increases under sections a) and b) above.
- d) Faculty members receiving promotion to a new academic rank shall either advance to the rank base salary floor or receive an additional three thousand dollars (\$3,000) to his or her annualized salary, whichever is higher. Comparison with rank base salary floor will occur after application of salary increases as per sections a), b), and c) above. The amount of this award will not be included in the faculty member's prior year base salary for the purpose of salary increases under sections a) and b) above.

2015-2017 SCEA Agreement

- e) There will be an increase in rank base salary (promotion base or minimum) for 2015-2016 and for 2016-2017 as noted below.

The following 2015-2016 and 2016-2017 rank base salaries (promotion base or salary minimums) shall apply to all faculty members beginning work prior to the Fall 2015 semester.

| | 2015-2016 Increase | 2015-2016 Rank Promotion Base Salaries |
|------------|-----------------------|-------------------------------------------|
| Professor | 3% | \$67,300.68 |
| Associate | 3% | \$57,291.60 |
| Assistant | 3% | \$49,101.26 |
| Instructor | 3% | \$38,150.46 |

| | 2016-2017 Increase | 2016-2017 Rank Promotion Base Salaries |
|------------|-----------------------|-------------------------------------------|
| Professor | 3% | \$69,319.70 |
| Associate | 3% | \$59,010.35 |
| Assistant | 3% | \$50,574.30 |
| Instructor | 3% | \$39,294.97 |

- f) New faculty shall not be hired at rates less than the new hire rank base salaries. There will be an increase in the new hire rank base salary for 2015-2016 and for 2016-2017 as noted below.

2015-2017 SCEA Agreement

The following 2015-2016 and 2016-2017 new hire rank base salaries shall apply to all faculty members hired to begin work in the first semester of the 2015-2016 or 2016-2017 academic years:

| | 2015-2016 Increase | 2015-2016 New Hire Rank Base Salaries |
|------------|-----------------------|------------------------------------------|
| Professor | 3% | \$61,590.11 |
| Associate | 3% | \$52,459.69 |
| Assistant | 3% | \$44,942.34 |
| Instructor | 3% | \$36,261.21 |

| | 2016-2017 Increase | 2016-2017 New Hire Rank Base Salaries |
|------------|-----------------------|------------------------------------------|
| Professor | 3% | \$63,437.81 |
| Associate | 3% | \$54,033.48 |
| Assistant | 3% | \$46,290.61 |
| Instructor | 3% | \$37,349.05 |

- g) Salary levels established herein shall constitute minimum base salaries. Salary offer on initial contract may exceed the base minimum, but a salary offer below the negotiated salary range is an expressed violation of this agreement.

Section 10.4 Appointment Notification

Annual employment contracts specifying salaries shall be issued to bargaining unit members as soon as possible following the Board's June meeting. Salaries agreed to in Article X, Section 3, shall constitute minimum base salaries, and any salary offered to a faculty member below the negotiated salary range is a violation of this agreement.

Section 10.5 Unit Members Yearly Salary Notification

Lists of all bargaining unit member's salaries shall be available online.

Section 10.6 Overload Compensation

Wages for overload during the regular academic semester, whether it be for short session two-week courses, workshops, or extended campus classes, shall be computed at the rate of two percent (2.0%) of the faculty member's academic year salary per credit hour or the current adjunct payrate, whichever is higher. If assigned more than thirteen (13) instructional workload credit hours, any credit hour beyond twelve (12) instructional credit hours shall be considered an overload credit hour. If assigned more than twenty-five (25) credit hours for the academic year, any credit hours beyond twenty-four (24) will be considered an overload. Exceptions to these overload thresholds may be required by appropriate College accrediting bodies or applicable state regulations.

If travel is involved to perform assigned duties or teaching, the faculty member shall be provided compensation for travel time to and from the teaching assignment and expense reimbursement for mileage, meals and lodging per College guidelines. Faculty members granted sabbatical leave are not eligible for teaching assignments or for overload compensation during the sabbatical period.

Section 10.7 Summer Classes

Wages for summer classes offered during the period between the end of spring semester to fall semester shall be computed at the rate of two and one half percent (2.5%) of the faculty member's academic year salary per credit hour not to exceed twenty-two and one half percent (22.5%) of the year's salary during summer employment for an eight (8) week session or two four (4) week sessions or twenty-five percent (25.0%) for a ten (10) week session or two five (5) week sessions. The twenty two and one half percent (22.5%) and twenty five percent (25.0%) summer earning limits apply to only credit hour producing faculty assignments. Credit hours shall be adjusted for laboratory and/or graduate courses in a manner consistent with course load practice during the regular term. Summer courses which do not meet previously established campus enrollment minimum standards may be taught with faculty compensation equal to two-thirds (2/3) of the in-state resident tuition rate.

Section 10.8 Summer Contracts

Campus administrations shall attempt equitable distribution of summer employment, consistent with the demand of individual programs. Summer contracts will be issued no later than five (5) working days prior to the start of each semester and/or course start date. For purposes of faculty compensation, actual enrollments will be determined on this date. However, if student

enrollment meets or exceeds the previously established campus enrollment minimum standards on the last day that students can drop the course with full tuition refund, a new contract will be issued at the full summer compensation rate delineated in Section 10.7.

Section 10.9 Summer Salary List

Information regarding summer appointments (faculty name, course and payment) shall be available to SCEA upon submission of request to the Vice Chancellor for Employee Relations. Requests shall not be made more than once per year.

Section 10.10 External Grants

Faculty awarded grants that are funded outside the institution, which grants having been previously approved by the President and containing grant monies for such purpose, shall be compensated by the provisions of the award. Such compensation is independent of any compensation earned for student credit hour producing courses, must have the specific and prior approval of the President.

Section 10.11 Department Chair Compensation

The rates and methods for compensation of all department chairs and other faculty leadership positions will be established by the college administrations depending upon the varying administrative workloads, institutional responsibilities, and complexities of assignment. Department chair compensation will be no less than two thousand dollars (\$2,000) and/or no less than three (3) instructional workload hours reassigned time per academic year. Maximum compensation will be no more than five thousand dollars (\$5,000) and/or no more than ten (10) instructional workload hours reassigned time per academic year. Maximum compensation for the summer will be no more than three (3) credit hours or less than one (1) credit hour equivalent salary, if administrative duties are assigned. The compensation rates paid for department chairs will be communicated to all department chairs on campus when contracts are issued.

Section 10.12 Transfer to Instructional Duties from Administrative Duties

When faculty, who have been assigned administrative duties return to faculty instructional status five percent (5%) will be added to their salary calculated as if they had remained a faculty member during the time of administrative duties and received the normal negotiated raises.

ARTICLE XI. FRINGE BENEFITS

Section 11.1 Insurance Coverage and Carriers

The Board agrees to make available the same level of group medical, dental, life, vision and disability insurance coverages currently being provided. If costs of coverage should increase during the second year of this Agreement, the Board and SCEA agree to continue the same arrangement for sharing costs. Nothing within this Agreement, however, shall prohibit the Board from considering other insurance carriers. Prior to putting any insurance contract out for bids to insurance companies, the Board shall meet and confer with the SCEA in regard to specifications of such contracts.

The definition of eligible dependent shall be as provided by the insurance carrier selected by the Board, unless otherwise provided by law. The Educator's Health Alliance (EHA) has issued a decision that effective September 1, 2015, the definition of eligible dependent shall include domestic partners and their children.

Section 11.2 Medical Insurance

A medical plan will be offered which requires the faculty member to satisfy the lowest calendar year deductible amount offered through the Educators Health Alliance (EHA), a co-insurance amount, and an out-of-pocket stop loss limit amount as offered by the current insurance carrier after which all other eligible medical claims will be covered for the remainder of the calendar year up to a lifetime maximum of \$5 million for each covered person (if allowed under Federal Law). The Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the single medical plan for the term of this Agreement, with the faculty member responsible for the remaining amount of the cost of coverage. For those who opt for coverage under a family medical plan, the Board will contribute toward the family, employee/children or employee/spouse plan a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the family medical plan for the term of this Agreement, with the faculty member responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution the faculty member makes toward single coverage.

Section 11.3 Dental and Vision Insurance

A Preferred Provider (PPO) dental plan will be provided which covers one hundred percent (100%) of the aggregate costs of preventive and diagnostic services, maintenance dentistry, and restorative dentistry provided by a PPO participant. Non-PPO provided services will be covered at a reduced rate of

eighty percent (80%). Such coverage will include dental services ranging from examinations, cleaning and fillings to caps, crowns, bridges and root canals. Orthodontic services will not be provided. The Board will contribute eighty-five percent (85%) toward the cost of single dental coverage. For faculty members opting for family dental coverage, the Board will contribute seventy-five percent (75%) toward the cost of family, employee/children or employee/spouse dental coverage. A faculty member must be enrolled in the group medical plan to be eligible for dental plan coverage.

A voluntary vision insurance program shall be provided. The Board shall contribute fifty percent (50%) toward the cost of single vision coverage for the plan option selected by the faculty member.

Section 11.4 Flexible Spending Account

The Board agrees to continue its current Internal Revenue Service Code Section 125 Plan to provide an opportunity for faculty members to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Faculty members may choose to set aside an amount from their paychecks only, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

Section 11.5 Life Insurance

A life insurance plan offering group term basic life insurance coverage in the amount of thirty thousand dollars (\$30,000) will be provided at the Board's expense with the faculty member permitted to supplement the basic coverage with either a ten thousand dollar (\$10,000), twenty thousand dollar (\$20,000), fifty thousand dollar (\$50,000), one hundred thousand dollar (\$100,000) or one hundred eighty thousand dollar (\$180,000) optional life insurance policy addition at the faculty member's expense. Faculty members may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five thousand dollar (\$5,000) dependent life policy on a child, or ten thousand dollar (\$10,000) coverage for a spouse at the faculty member's expense. Coverage and payments are subject to the policy terms.

Section 11.6 Disability Insurance

A group long-term disability plan will be provided which will pay sixty-six and two-thirds percent (66 2/3%) of salary after ninety days (90) of continuous disability as defined by the insurance carrier. The Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

Section 11.7 Retirement Contributions

The TIAA/CREF (Teachers Insurance and Annuity Association of America and

the College Retirement Equities Fund) retirement plan presently in effect shall be continued and the Board shall take no action to decrease the benefits under the present retirement plan during the term of this contract. During the term of this Agreement, the Board contribution will be eight percent (8.0%) with all eligible new hires required to contribute six percent (6.0%) of their gross earnings amount. New hires are eligible to participate in the retirement plan at age twenty-five (25) with two (2) years of consecutive service. Participation is mandatory at age thirty (30).

Section 11.8 Sick Leave

Paid sick leave shall accrue at the rate of twelve (12) days per contract year. Sick leave accrual shall begin the first day of employment, and unused sick leave may be accumulated up to and including one hundred-eighty (180) working days. The Board may require documentation to substantiate the legitimate use of sick leave. The Board shall remunerate currently employed faculty members replacing colleagues on sick leave for more than two (2) weeks at an overload pay rate, when the Academic Vice President considers such remuneration to be warranted and reasonable.

Sick leave is not intended as any earned time off with pay, and will not be granted as such. Unused sick leave will not be paid out at the end of employment.

Section 11.9 Reasons to Utilize Sick Leave

Sick leave may be taken for absences made necessary by reason of illness, injury, medical appointments or disability (including temporary illnesses caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery), by exposure to contagious disease which may endanger the faculty member or public health, or by reason of the illness of a family member who resides in the faculty member's household.

Up to ten (10) days of earned but unused sick leave in an academic year may also be taken by reason of the serious illness of a family member who does not reside with the faculty member. Family member shall be defined to include the spouse, child, stepchild, legal ward, parent, or persons bearing the same relationship to the faculty member's spouse. Serious illness shall mean a disabling physical or mental illness which requires in-patient care in a hospital, nursing home, or hospice, or significant in-home care.

Up to five (5) days of earned but unused sick leave in an academic year may also be taken for the placement of a child with the faculty member for adoption or for foster care. A reasonable extension may be requested which shall not unreasonably be denied.

Section 11.10 Family Medical Leave

Faculty members with one (1) year of service and who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period shall be entitled, in accordance with federal regulations under the Family and Medical Leave Act (FMLA) to take up to twelve (12) work weeks of unpaid family and medical leave during any twelve (12) month period for reasons related to family and medical needs.

Eligible faculty members, may use FMLA leave:

- a) for the birth of a child, or the placement of a child with the faculty member for adoption or for foster care;
- b) to care for a spouse, children, parents, or persons bearing the same relationship to the faculty member's spouse with a serious health condition;
- c) for the faculty member's own serious health condition; or,
- d) for any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the faculty member is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Note: "Children" shall mean a biological, adopted or foster child, a step-child or legal ward.

A serious health condition is defined to include:

- a) an illness, injury, impairment, or physical or mental condition that involves either in-patient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for three (3) or more consecutive days;
- b) any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness);
- c) period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack);
- d) any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if untreated, e.g., cancer (chemotherapy), kidney disease (dialysis).

Sick leave may be used at the election of the faculty member during family and medical leave. Although faculty members may retain accrued, unused sick leave, such leave shall not accrue while on FMLA leave.

Requests for family and medical leave must be submitted to the Dean and

Human Resource Director for approval. Appropriate medical certification or documentation may be required.

To the extent possible, thirty (30) days' notice will be given by the faculty member, and where possible, an effort will be made in the case of a faculty member to begin and end the leave to coincide with the beginning of academic semesters.

The Board agrees to continue to pay its portion of insurance premiums during the term of FMLA leave.

In the event both parents are eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of a newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

A faculty member who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act for FY 2008.

Section 11.11 Bereavement Leave

Faculty members may be granted paid bereavement leave for up to six (6) days during each academic year. Such leave must be approved through the College's usual leave practices or procedures.

Section 11.12 Immediate Family Tuition Remission and Faculty Tuition Waiver

Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses

A sixty-seven percent (67.0%) tuition remission shall be available for the faculty member's immediate family (spouse and children who are twenty-four (24) years of age or younger) members on a space available basis. Although online courses have a single rate, a portion of the rate consists of fees. The remission provided for online courses will be 67% of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following conditions:

- a. The immediate family member must be admitted as a student of the College and must have met all normal academic requirements for the courses taken.
- b. This tuition remission is not available to the immediate family members of employees whose anticipated employment period

is less than six (6) months, regardless of FTE employment status.

Faculty members shall be eligible to enroll in credit courses for one dollar (\$1.00) per course plus applicable course related fees, such as lab, materials, etc., which are normally added above tuition. \$1.00 covers the cost of tuition for purposes of this waiver program and the one dollar (\$1.00) charge is non-refundable. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course (beyond \$1.00). Tuition waiver under this provision will be limited to one course per term on a space available basis and such enrollment will not be counted toward minimums necessary for a course to be offered.

Section 11.13 Crisis Leave Donations

Faculty members may contribute one (1) day of accrued sick leave per calendar year to benefit another employee at the same College who is suffering from a catastrophic illness. Sick leave shall be donated in no less than a one (1) day increment. Hours donated, but not used, will be maintained in a shared leave pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College which shall include at least one (1) faculty member from the SCEA bargaining unit.

The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety days (90) in a twelve (12) month period. To be eligible to receive donated leave, an employee must have been employed for one (1) academic year, had absences of at least thirty (30) days during the prior six (6) months and have exhausted all paid leave. The crisis leave-sharing program will permit salary and health insurance continuation for those employees receiving shared leave.

Details of the Crisis Leave Sharing Program are available at the College Human Resources Office.

Section 11.14 Employee Assistance Program

The Board shall make available an Employee Assistance Program to faculty members. The Board shall pay the annual flat rate as established by the program provider. Any other costs shall be borne by the faculty member.

Section 11.15 Other Requested Absences

Absences may be requested for personal exigencies or for other personal or professional reasons. Approval shall be at the discretion of the Dean and is a non-grievable matter. Requests to be absent for more than one (1) day must be accompanied by a written description regarding the need and an explanation of

how work responsibilities will be covered. If approved, a copy of the written description should also be sent to Human Resources to be maintained in the faculty member's personnel file.

ARTICLE XII. USE OF FACILITIES AND SERVICES

Section 12.1 Facilities

SCEA and faculty members shall be permitted to transact official SCEA business on College property or through campus email at reasonable times, provided that such business shall not interfere with or interrupt normal College operations or the responsibilities of faculty members.

Section 12.2 Access to Equipment and Services

SCEA shall continue to have access to use of printing, duplicating, addressing and other services subject to the then current use and fee requirements for non-College related organizations. SCEA shall not have access to central College mail delivery services but shall be allowed to leave mail in faculty member mail boxes.

ARTICLE XIII. ASSOCIATION ACTIVITIES

Section 13.1 Negotiation Team Member Notification

SCEA shall provide the Vice Chancellor for Employee Relations with the names of the members of the SCEA negotiating team on or prior to September 14, 2016. Each team shall be limited to six (6) members. Likewise, the Vice Chancellor shall provide SCEA with the names of the Board's negotiating team on or prior to September 14, 2016. Alternate team members may be identified at a later date if the need arises.

Section 13.2 Leave To Negotiate

No more than six (6) SCEA negotiation team members shall be granted leave without loss of salary to participate in negotiation sessions with the Board. Deans and Department Chairs must be informed of such leave through the usual leave practices or procedures.

Section 13.3 Board Agenda and Meeting Materials

Board of Trustees agendas, minutes and meeting materials shall be available on the NSCS website.

**ARTICLE XIV.
REDUCTION IN FORCE (LAY OFF)**

Section 14.1 Faculty Advisory Committee

It is specifically agreed that whenever a reduction in force is necessary due to non-viability of programs, financial exigency, budget reductions, over-staffing or by the direction of the Legislature, a faculty advisory committee shall be established at the affected College to provide recommendations to the Board. In each instance the faculty advisory committee shall be established by the President. Members of the committee shall be recommended by the Faculty Senate. In each instance, the faculty advisory committee shall provide recommendations regarding program viability based on pre-determined viability standards and within the time limits established by the Board. It is specifically agreed that the faculty advisory committee recommendation shall be advisory only and that any final decisions regarding the necessity of reduction in force shall be reserved to the College administration and Board.

Section 14.2 Reduction in Force Decision

It is specifically agreed that the decision as to when a reduction in force is necessary is reserved to the College administration and Board. When reduction in force becomes necessary, the Board or the College administration shall inform SCEA of that fact in writing.

Section 14.3 Attrition/Layoff

The Board shall make an effort to avoid a layoff by use of attrition wherever possible.

Section 14.4 Criteria for Layoff

In laying off faculty members in accordance with the order listed in Section 14.5 of the Article, the following criteria shall be utilized:

- a) Program viability shall be the controlling consideration in all instances.
- b) A reduction in force shall be made in such a way that the remaining faculty members possess necessary qualifications to perform assigned duties needed for offering a viable program.
- c) Faculty members with higher academic preparation in their teaching field, after considering program viability, shall be given retention preference in laying off faculty members that are similarly situated. However, if faculty members have the same academic preparation, the member with more years of teaching service to the college shall be retained.

Section 14.5 Layoff Order

It is specifically agreed that faculty shall be laid off in the following order after the programs have been arrived at under Section 14.4.

- a) Temporary part-time
- b) Temporary full-time
- c) Regular part-time
- d) Regular full-time non-tenured
- e) Regular full-time tenured faculty.

Section 14.6 Recall and Reemployment Rights

Faculty members who are laid off shall retain recall rights to a faculty position within their department for which they are qualified at their own College for two (2) years following the layoff.

Before hiring new faculty at any College, the Board shall provide an opportunity for faculty members who have been laid off less than one (1) year to be interviewed by the hiring College for reemployment. This obligation shall be carried out by posting the notices through the HR Department's website of such vacancies at all Colleges covered by this Agreement.

Section 14.7 Reassignment

Before laying off a faculty member, the Board shall make a reasonable effort to place that individual in another vacant position for which the faculty member is qualified within the College.

Section 14.8 Layoff Dates

Non-tenured faculty members shall be provided written notice of layoff at least ninety (90) days in advance.

Tenured faculty members shall be provided written notice of layoff at least six (6) months in advance.

**ARTICLE XV.
PAYROLL DEDUCTIONS**

Section 15.1 Deduction and Remittance Responsibility

The Board agrees to deduct membership dues established by the SCEA from the salary of any faculty member authorizing such deduction.

Section 15.2 Deduction Notification

SCEA agrees to send a certified list, and a copy of the written payroll deduction authorization of all faculty members who request payroll deduction of dues, to the College payroll office no later than October 5 of each year.

Section 15.3 Deduction Schedule

Said authorized deduction shall be made from the faculty member's monthly pay beginning in October and ending in June of each year.

Section 15.4 Deduction Remittance

The aggregate deductions shall be remitted monthly to the Treasurer of the Campus Chapter of SCEA, together with an itemized statement containing the names from whom deductions have been made and the amount so deducted from each one. The aforementioned remittance shall be made no later than the 10th day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedure permits. These deductions shall be made beginning in October and ending in June of each year.

Section 15.5 Authorization

Each faculty member's written authorization shall remain valid for the association year as outlined on the membership enrollment form unless a written notice of cancellation is received by the College payroll office and SCEA before September 25th.

Section 15.6 Deduction and Remittance Responsibility

If dues are deducted and remitted to the SCEA in accordance with the procedure specified in this Article, SCEA shall be solely responsible in the event of any claims that the deductions and/or remissions were improper.

**ARTICLE XVI.
PROMOTION AND TENURE**

Section 16.1 Procedure for Promotions

The criteria that shall be used to make promotion decisions are divided into two categories, Educational Criteria and Performance Criteria. Candidates for promotion in rank must qualify under both the Educational and Performance Criteria to be promoted. In order to be eligible to apply for promotion, a faculty member must first meet the minimum Educational Criteria as listed below. After

a candidate has qualified under the minimum Educational Criteria, each candidate should provide evidence of achievement in the Performance Criteria as listed below. Once the minimum Educational Criteria have been met, promotion shall be based on consistent performance and substantial achievement as outlined in the Performance Criteria in 16.3.

Section 16.2 Educational and Service Criteria for Promotions

The Criteria to be used are as follows:

- a) Professor
 - 1) An earned Doctorate, or other appropriate terminal degree, in a discipline related to the area of the teaching assignment;
 - 2) Ten years of experience at the college level to include any credit which was agreed to in writing at the time of initial appointment; and,
 - 3) A minimum of five continuous years of service to the College at rank of Associate Professor.

For example, an applicant may apply for promotion to the professor rank in his or her tenth year of experience at the college level, and be awarded the promotion at the beginning of the eleventh year, assuming five (5) continuous years of service to the College has been completed prior to the award. (Continuous service includes periods of leave paid by the institution and temporary non-teaching assignments that a faculty member may be requested to perform.)

- b) Associate Professor
 - 1) An earned Doctorate, or other appropriate terminal degree, in a discipline related to the area of the teaching assignment;
 - 2) Five years of experience at the college level to include any credit which was agreed to in writing at the time of initial appointment.
- c) Assistant Professor
 - 1) A terminal degree in a discipline related to the area of the teaching assignment, or an earned Master's degree followed by thirty (30) semester hours of study applicable toward an advanced degree.
 - 2) Three years of experience at the college level to include any credit which was agreed to in writing at the time of initial appointment.

Criteria for Calculating Credit for Prior Experience

- a) For purposes of determining eligibility for promotion in rank, a year of experience at the college level may be credited for each full-time academic year teaching or research assignment completed at a

regionally accredited institution of higher education. In addition, post-doctoral studies involving either teaching or research assignments at a regionally accredited institution of higher education will constitute relevant experience for purposes of promotion.

- b) Credit for promotion is to be granted at the discretion of the College in writing at the time of initial employment, up to a maximum of three (3) years of credit for prior experience.
- c) Part-time, adjunct, graduate assistant, summer, and high school teaching experience shall not count toward promotion in rank. Nor shall the candidate be allowed to aggregate any prior part-time college experiences to equal one (1) academic year.

Section 16.3 Performance Criteria for Promotions

Once the minimum Education, Experience, and Service criteria have been met, promotion shall be based on consistent performance and substantial achievement in the Performance Criteria described below.

The Performance Criteria to be used are as follows:

- a) Demonstrated ability to teach and contribute to students' academic growth and development, which may include, but are not limited to, the faculty member's:
 - i) knowledge of subject matter;
 - ii) effectiveness in communicating such knowledge;
 - iii) assisting students to think critically and creatively;
 - iv) encouraging continued study;
 - v) mentoring and advising students in the academic major; and
 - vi) supporting student participation in field activities and professional activities.
- b) Continual preparation and study through scholarly and creative activity, which may include but are not limited to professional peer-reviewed achievements and projects such as:
 - i) published books or treatises and publication in professional or scholarly journals;
 - ii) submission of material for publication or evidence of research in progress leading toward scholarly publication;
 - iii) articles in publications in trade, popular, or regional periodicals;
 - iv) exhibition of creative works, show and performance credits when they are appropriate to the field of study (examples of, but not limited to: exhibiting at an art show, conducting a choral clinic, symphony performances);
 - v) classroom research (examples of, but not limited to: student academic performance and achievement, pedagogy, course

- vi) and curriculum development, assessment of student learning); development of courses and/or curriculum which contribute to student learning and academic achievement;
 - vii) presentations to and positions in professional organizations (examples of, but not limited to: presenting a paper at a professional conference, participating on panels at professional conferences, serving as program chair for a professional conference, serving as an officer of a professional organization, serving as Editor/Guest Editor, or on the Editorial Board, of a professional publication appropriate to the field of study, serving as chair or chair/critic for professional presentations);
 - viii) obtaining grants, contracts or similar financial support from external sources for scholarly purposes;
 - ix) applying for such grants, contracts or similar financial support;
 - x) consulting activities (examples of, but not limited to translating documents for school districts or other service agencies, consulting with a school board to prepare district policies and procedures manuals, conducting workshops for businesses, schools, or agencies, authoring/co-authoring/editing state curriculum guides for the State Department of Education, review of art exhibit, safety consulting for industry, scientific consulting, reviewing grants);
 - xi) sponsoring and directing student research projects that lead to publication and/or presentation by the student and faculty member in professional venues;
 - xii) acquiring a degree other than the required minimum degree at the time of the initial appointment;
 - xiii) acquiring an appropriate professional certificate; and
 - xiv) continued involvement in professional organizations.
- c) Service to College, community, and profession which may include but are not limited to activities such as:
- i) serving on department and College committees; and in other faculty leadership positions;
 - ii) serving as department chair;
 - iii) having responsibility in accreditation and reaccreditation activities;
 - iv) advising student organizations;
 - v) working with civic, municipal or state government agencies, public schools in the State, or community groups in areas related to the faculty member's primary area of assignment;
 - vi) fostering and sustaining collegial relationships in the College, community, and profession;
 - vii) membership in and contributions to professional organizations; and
 - viii) mentoring and advising students outside faculty member's

assigned area.

Section 16.4 Promotion Process

Each College shall have its own internal process for recommending tenure and promotion for approval to the President. This process shall:

- a) Include provisions for peer review.
- b) Include provisions for student evaluation.
- c) Include the opportunity for faculty members to provide appropriate material to support the application.
- d) Include the appropriate administrative review and recommendations.
- e) State clearly that the Educational criteria for rank promotion are minimums only, and faculty members must provide evidence of achievement that also meets the Performance Criteria.
- f) Exclude candidates for promotion from service on a peer review committee or College Rank Promotion and Tenure Committee during their candidacy.

The rank promotion procedures at each College will be organized so that recommendations for tenure and promotion will be sent to the Academic Vice President no later than March 15th of each academic year. After consulting with the Academic Vice President and in consideration of the peer review recommendation, the President shall decide whether the faculty member's performance meets the standards set forth in Section 16.3 and 16.4.

The President shall inform the faculty member in writing by April 1st whether he or she has been promoted. Should the President not promote a faculty member, the President shall give the faculty member written reasons for his or her decision.

A copy of the rank promotion procedures will be maintained on file in each College Library and at the System Office.

A faculty member may only grieve the decision to deny rank promotion on the basis of discrimination or failure to follow procedures or promotion criteria outlined in this Agreement.

Section 16.5 Effective Date of Promotions

All promotions shall take effect the fall semester for the academic year immediately following the promotion.

Section 16.6 Award of Tenure

Tenure is the right to reappointment from appointment term to appointment term until such time as the faculty member resigns, retires, is dismissed for just cause, or is laid off during a reduction in force per Article XIV. Such reappointment shall be subject to the terms and conditions of employment which exists at the commencement of each contract term. Those terms and conditions of employment are as expressly set forth in the policies adopted or authorized by the Board, and the terms and provisions of this Agreement.

Tenure is with the College and resides within a specific academic unit not with the Nebraska State College System.

Tenured faculty reassigned to another academic unit at the same College shall retain their tenure in the new academic unit.

Tenure to an academic unit is awarded by the President following peer review and recommendations submitted on March 15th by the appropriate Dean and the Academic Vice President. Tenure review will include:

- a) peer, department and College-wide faculty review;
- b) appropriate administrative review and recommendations; and,
- c) the opportunity for the faculty member to provide appropriate material to support the application.

Candidates for tenure may not serve on a peer review committee or College Rank Promotion and Tenure Committee during their candidacy.

Tenure is awarded for quality of current professional performance and promise of such future performance, not merely for completing a certain length of service. It is equally incumbent on the faculty member and the College to ensure that tenure review occurs at the proper time. In no event shall the failure to give any notice constitute an award of continuous tenure by default. None of the provisions stated herein shall diminish any substantive rights for the acquisition of tenure which the faculty member may have acquired prior to the adoption of this Agreement.

Only faculty members who have the rank of Assistant Professor or higher and have obtained the appropriate terminal degree are eligible to apply for tenure.

Reappointment of faculty "Probationary/Tenure Track" appointees shall be at the discretion of the President. Written notice of non-renewal of a "Probationary/Tenure Track" appointee shall be in accordance with Article XVII.

The President, following peer review and recommendations by the College Rank Promotion and Tenure Committee, Dean and Academic Vice President, shall

decide whether a faculty member's current professional performance and promise of such future performance, as outlined in Section 7.2, warrant the award of tenure.

The President shall notify the faculty member in writing by April 1st of the recommendations of the peer review committee, College Rank Promotion and Tenure Committee, Dean and Academic Vice President and whether or not he or she will be awarded tenure for the next academic year. Should the President decide not to award tenure to a faculty member, the President's written notification shall contain the reasons for this decision and shall inform the faculty member that a terminal employment contract will be issued for the next academic year.

A faculty member may grieve the decision to deny tenure on the basis of discrimination, violation of academic freedom, or failure to follow procedures or tenure criteria outlined in this Agreement, or if such action is challenged as arbitrary or prejudged.

Grievance of denial of tenure shall begin at step 2, Section 9.6(b) and must be filed in writing to the President prior to April 15th.

Section 16.7 Service Requirements for Tenure Eligibility

Faculty members shall apply for tenure no later than the sixth (6th) year of full-time probationary employment. Faculty members may apply sooner if prior service credit was granted at the time of initial employment.

Following College review procedures and favorable recommendations including Presidential approval, tenure shall be awarded with the seventh (7th) appointment/employment contract.

Only in exceptional circumstances, such as, but not limited to, maternity or parental leave, family emergencies, or as an accommodation for faculty members with disabilities, may faculty members apply for tenure later than the sixth (6th) year of full-time probationary employment. Requests for extensions shall be submitted to the President at the time the exceptional circumstance occurs and is not grievable.

- a) Newly-hired faculty members who have served in a non-tenured rank position of Assistant Professor or above at regionally accredited institutions of higher education may be given up to three (3) years of prior service credit toward the probationary period of six (6) years. The prior service credit must be agreed to in writing at the time of initial tenure-track employment. Such faculty shall apply for tenure when the combined prior service credit and the years of continuous service to the College equals six (6) years.
- b) Newly-hired faculty members who have served the College in the

position of Lecturer may be granted prior service credit equivalent to their actual time in service to the College, up to three (3) years of prior service credit toward the probationary period of six (6) years. The prior service credit must be agreed to in writing at the time of initial tenure-track employment. Such faculty may apply for tenure when the combined prior service credit and the years of continuous service to the College equals six (6) years.

- c) Newly-hired faculty members who have previously attained tenure at another regionally accredited institution of higher education may be granted up to four (4) years of full-time credit for the prior tenured service, or may be granted continuous tenured status by agreement among the faculty member, the Academic Vice President and the President. Probationary credit for prior tenured service or continuing tenured status must be agreed to in writing between the faculty member and the President prior to the initial appointment at the institution.

When credit is given for prior tenured service, such credit will apply toward the six (6) year probationary period service requirement. In the event that four (4) years of credit for prior tenured service are granted, the faculty member shall apply for tenure during the second (2nd) year of probationary service to the institution with tenure to be awarded in this instance no sooner than the third (3rd) year of employment with the College.

Section 16.8 Terminal Contract for Failure to Achieve Tenure

When a faculty member fails to achieve tenure through the College review process, that faculty member will be issued a terminal employment contract for the following academic year.

Section 16.9 Tenure Recommendations

The President shall inform the Chancellor of his or her decisions regarding tenure applications and awards, and if the recommendations of the President and the Academic Vice President differ from the recommendations of the peer review committee, College Rank Promotion and Tenure Committee, or the Dean, the Chancellor shall be so informed.

Section 16.10 Tenure Standards

For a faculty member serving with a probationary/tenure track appointment, there shall be no substantive modification in the standards and procedures for granting of tenure from those outlined in written form at the time of initial employment.

Section 16.11 Initial Contracts

Initial employment contracts for faculty members will specify if the appointment is tenure track or non-tenure track, and if the appointment is tenure track, any special or unique requirements for the award of tenure that are not specified in this Agreement.

**ARTICLE XVII.
DISMISSAL**

Section 17.1 Non-Tenured Faculty – Non-Renewal Notices

Non-tenured faculty serve at the discretion of the Presidents and the Board and may be terminated for any reason without right of grievance or hearing procedure, except as provided in this Article. The decision not to renew the subsequent year's contract/employment of a non-tenured faculty member shall be communicated to him or her through a personal conference and written notice prior to March 1 in the case of the first year of service, by December 15 of the second (2nd) year of service and following the second (2nd) year notice deadline, by May 30 prior to the final year of appointment.

| Notice Dates Non-Renewal | |
|---------------------------------|------------------------------------------------------------------------------------------------------------------|
| Non-tenured Faculty | |
| Prior to March 1 | Personal conference and written notice of non-renewal of contract in 1 st year of service |
| December 15 | Written notice of non-renewal in 2 nd year of service |
| May 30 | Written notice of non-renewal at conclusion of following year in 3 rd and subsequent years of service |

When a decision not to renew an appointment of a non-tenured faculty member has been reached, the faculty member involved will be informed of that decision in writing by the Academic Vice President. If requested by the faculty member, reasons will be provided by the Academic Vice President and a copy of the reasons will be placed in the faculty members personnel file. Reasons are not subject to grievance or hearing procedure.

Section 17.2 Cause Defined

Faculty members, tenured and non-tenured, may be dismissed for just cause, including, but not limited to, the following:

- a) professional incompetence;
- b) unprofessional conduct;
- c) unlawful conduct;
- d) continuous serious disregard for established procedure;
- e) insubordination; and
- f) neglect of duty;

Section 17.3 Personal Conference

Prior to giving a faculty member notice of a recommendation for dismissal, the Dean shall meet privately and discuss the recommendation with the faculty member. The matter may be reconciled by mutual consent.

Section 17.4 Faculty Dismissal

If the matter of the faculty member's dismissal is not resolved by personal conference, the President shall give the faculty member notice in writing.

Section 17.5 Faculty Dismissal Procedure

The following procedure shall be applicable for dismissal of a faculty member for just cause. The President shall notify a faculty member in writing whenever a recommendation has been made by the Academic Vice President for the faculty member to be dismissed from employment. The faculty member should state in written reply to the President within no more than ten (10) business days after receipt of the President's letter whether he or she wishes a hearing regarding the proposed dismissal action and generally how he or she responds to statements contained in the President's letter.

If the faculty member issues a written request for a hearing the President shall refer the proposed dismissal to an "Advisory Committee" for a hearing and recommendation. The Advisory Committee shall be appointed as designated in this Article within ten (10) business days of the faculty member's request for a hearing.

For purposes of this Article, business days shall mean days the College administrative offices are open.

Section 17.6 Advisory Committee Selection Process

An Advisory Committee will conduct hearings requested by faculty members pursuant to Section 17.7. The committee shall consist of two (2) tenured faculty

members chosen by the local SCEA President and two (2) tenured faculty members chosen by the President.

Section 17.7 Advisory Committee Procedures

The President shall arrange a date and time for the hearing wherein the Advisory Committee shall admit, and consider evidence submitted by the President and faculty member in the form of documents, audio or video records, or the testimony of witnesses. The President shall arrange for the hearing to be digitally recorded. The hearing shall be conducted within thirty (30) business days of the request for a hearing. The faculty member shall have the right to attend all evidentiary proceedings of the Advisory Committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant evidence with respect to the statement of reasons for dismissal. The faculty member may be represented by SCEA or by legal counsel at his or her own expense. Any party who wishes to use a court reporter to take a verbatim transcript may do so at its own expense.

The Advisory Committee shall adopt rules to be followed which ensure substantive and procedural due process including prior notice of witnesses to be called and documents to be offered in evidence at the hearing, no documents or witnesses not so listed shall be heard, except for the purpose of rebutting oral testimony of the other party or for other justifiable cause found to exist by the Advisory Committee, and may admit probative evidence as well as exclude incompetent or repetitive evidence, as well as the procedures for compelling witnesses who are college employees to appear.

Section 17.8 Advisory Committee Recommendation

The Advisory Committee shall render its written recommendation to the faculty member, and the President within ten (10) business days after the hearing. If SCEA is involved, a copy of the recommendation shall be provided to the local SCEA President.

Section 17.9 Presidential Decision

Within ten (10) business days after receiving the recommendation from the Advisory Committee, the President shall render a decision in writing to the faculty member and Advisory Committee. If the President rejects the recommendations of the Advisory Committee, the President shall state reasons for doing so, in writing, to the Advisory Committee and the faculty member. The Advisory Committee shall have the opportunity within five (5) business days to provide a response for the record. If SCEA is involved, a copy of the decision shall be provided to the local SCEA President.

Section 17.10 Response to Presidential Decision

If the faculty member is not satisfied with the decision of the President, the faculty member may make a written request to the Chancellor within ten (10) business days of the receipt of the President's decision requesting a hearing before the Board.

Section 17.11 Chancellor Procedure

Upon receipt of the request for a hearing, the Chancellor as designee of the Board, shall decide if a hearing is to be provided. The Chancellor shall not unreasonably deny the faculty member's request for a hearing if the request is supported with evidence that the record as submitted is incomplete or inaccurate.

If the Chancellor chooses to utilize the services of a hearing officer for the hearing, the Hearing Officer's scope of review shall be to determine if terms of this Agreement have been violated. The Hearing Officer shall have no authority to add to, subtract from or in any way modify the terms of this Agreement. Upon receipt of the recommendation, the Board or its designee, shall issue a written decision stating the reasons therefore within thirty (30) business days.

Section 17.12 Hearing Date

The date for a hearing before the Hearing Officer will allow at least ten (10) business days for the faculty member to prepare his or her defense, will allow the faculty member to be represented by counsel of his or her choice, to present witnesses and affidavits in his or her defense, and to question adverse witnesses.

Section 17.13 Chancellor Decision

The decision of the Chancellor, on behalf of the Board, will be final. The dismissed faculty may seek recourse under appropriate state and federal law.

Section 17.14 Public Disclosure

Except for such simple announcements as may be required, covering the time of the hearing(s) and similar matters, public statements about the case by either the faculty member, the Advisory Committee members or College administrators should be avoided. As a personnel proceeding, the hearing proceedings should be treated in a confidential manner.

Section 17.15 Time Limit Modifications

Time limits provided herein should be adhered to unless modifications are agreed to in writing by the parties to the dismissal.

Section 17.16 Employment Status

A faculty member recommended for dismissal for just cause shall continue to be an employee until the appeal procedure to and including the Chancellor has been exhausted or until the faculty member has failed to advance his or her appeal in a timely fashion. The President may, at his or her discretion, suspend or reassign the faculty member to other professional duties with pay during the dismissal process.

**ARTICLE XVIII.
BOARD POLICY**

Section 18.1 Contract and Board Policy

This agreement shall supersede any rules, regulations, or practices of the Board which shall be specifically contrary to or inconsistent with the terms of this agreement.

Section 18.2 Altering Terms and Conditions of Employment in Board Policy

All Board policy concerning terms and conditions of employment may not be eliminated or modified in any way during the term of this contract without offering an opportunity to meet and confer with SCEA.

Section 18.3 Management Rights

All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by and remain exclusively within the rights of the Board to the extent that such rights do not violate its legal authority, and to the extent such rights are not modified by this Agreement.

It is further understood that the Employer may test employees for alcohol or illegal substances for cause. Guidelines for testing will be provided to protect against abuse which shall include, but not be limited to, definition of cause, training for supervisors, a confidentiality statement, and a statement of progressive, proactive intervention and treatment. Such guidelines shall be available for viewing in each Human Resource Office and on each College

website.

Section 18.4 Board Meeting Materials

Board meeting materials shall be available online.

Section 18.5 Search Committees

All ranked faculty members will be hired in accordance with a search procedure which includes the recommendation of a search committee, the majority of whose members shall come from the academic department in which the hire is to take place, if they are available.

Section 18.6 Shared Governance

Nothing in this Agreement will infringe upon the shared governance provisions provided in Board policy and delegated to the Faculty Senates organized on each campus.

**ARTICLE XIX.
MISCELLANEOUS**

Section 19.1 Section Headings

Section headings are provided in this Agreement for convenience only and shall not be deemed to substantively alter the content of such sections.

**ARTICLE XX.
DURATION AND LIMITATIONS OF CONTRACT**

Section 20.1 Entire Contract

This instrument constitutes the entire contract between the parties hereto and the Board, SCEA, and the faculty members shall abide by it.

Section 20.2 Amending of Contract

Any term and condition of employment expressly stated in this Agreement may not be eliminated or modified in any way during the term of this Agreement without mutual agreement between the Board and SCEA. This Agreement may be reopened only upon the agreement of both parties.

Section 20.3 Governing Law; Severability

This Agreement shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions hereof.

Section 20.4 Effective Date

This agreement shall become effective on the first (1) day of July, 2015, and shall continue in full force and effect until the thirtieth (30) day of June, 2017.

**ARTICLE XXI.
HIRING**

Section 21.1 Candidates Informed of Negotiated Agreement

All candidates invited to the campus shall be given in writing the web address of the negotiated agreement and the toll free number of the NSEA/SCEA.

Section 21.2 Description of Assigned Duties

New faculty members will be provided a general description of assigned duties.

Section 21.3 Faculty Rank

Faculty rank at the time of hire shall be determined by the President.

Section 21.4 Terms and Conditions

The terms and conditions of every faculty "Probationary/Tenure Track Appointment" shall be stated or confirmed in writing and a copy will be supplied to the faculty member. Any subsequent extensions or modifications of a faculty "Probationary/Tenure Track Appointment", and any special understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member.

Section 21.5 Effective Date

This agreement shall become effective on the First (1) day of July, 2015, and shall continue in full force and effect until the Thirtieth (30) day of June 2017.

Dated this 21st day of January 2015.

**BOARD OF TRUSTEES FOR
NEBRASKA STATE COLLEGES**

By: Michelle Suarez
Michelle Suarez, Board Chair

**STATE COLLEGE EDUCATION
ASSOCIATION**

By: Bill Clemente
Bill Clemente, Chief Negotiator, Peru

By: Stan Carpenter
Stan Carpenter, Chancellor

By: Kristin Petersen
Kristin Petersen, Chief Negotiator,
NSCS

**Report on the Status of 2015-2017 Negotiations Between the
Board of Trustees of the Nebraska State Colleges and
the Nebraska State College Professional Association Employees**

March 13, 2015

The Board of Trustees of the Nebraska State Colleges (Board) and the Nebraska State College Professional Association Employees (NSCPA), exchanged proposals for the 2015-2017 biennium on September 18, 2014. Collective bargaining ended on November 18, 2014 with a voluntary agreement.

The Agreement was ratified by the NSCPA membership on December 11, 2014. The Board approved the terms of the Agreement on January 21, 2015.

On July 1, 2015, employees will receive a 3% annual increase. On July 1, 2016, employees will receive a 3% annual increase. Over the biennium, the combined unit payroll increases cost is \$856,636.

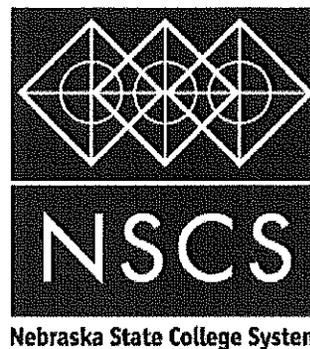
A copy of the completed 2015-2017 agreement between the Board and NSCPA is attached.

Submitted by:



Kristin Petersen
Chief Negotiator
Board of Trustees of the Nebraska State Colleges

Three colleges.
Thousands of opportunities.



2015-2017
Agreement between
The Nebraska State Colleges
Board of Trustees
(Employer)

and the

Nebraska State College System
Professional Association (NSCPA)

July 1, 2015

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NSCS-NSCPA BARGAINING AGREEMENT

July 1, 2015 - June 30, 2017

This Agreement between the Board of Trustees of the Nebraska State Colleges acting on its own behalf and through its agents (hereinafter referred to as the Employer) and the Nebraska State College Professional Association (hereinafter referred to as NSCPA) is for the purpose of establishing mutually acceptable procedures, practices and conditions regarding rates of pay, hours of work, and conditions of employment to be observed by the parties to this Agreement at each of the three state colleges regarding the employees included in this bargaining unit (hereinafter referred to as unit members).

**ARTICLE 1.
RECOGNITION**

Section 1.1 Unit Membership

The Employer recognizes the NSCPA as the exclusive bargaining agent for all full-time (at least 0.75 FY FTE) librarians and non-supervisory, professional staff employees who are employed on a nine (9) to twelve (12) month basis by the Employer at Chadron, Peru and Wayne, Nebraska for the purpose of negotiating with respect to hours of work, rates of pay and working conditions; provided, however, that this bargaining unit shall not include supervisors, part-time, interim or temporary employees, employees specifically listed below, and any other employees in a support or faculty position.

The Employer and NSCPA agree that professional staff employees will be considered to have supervisory responsibilities, and therefore be excluded from the bargaining unit and not covered by this Agreement, when assigned to supervise at least one (1) full-time equivalent (FTE) professional staff employee or two (2) FTE support staff employees.

The Employer and NSCPA further agree that the only full-time employees other than supervisory employees to be excluded from the bargaining unit are those employees who occupy the following positions:

- a) Temporary or interim positions for less than one (1) year;
- b) Head coaching positions in all sports;
- c) Institutional Research Officer positions;
- d) College Foundation positions;
- e) One Assistant to the President position per College;
- f) One Assistant to the Vice President for Academic Affairs position per College;
- g) One Assistant to the Vice President for Administration and Finance position per College;
- h) Human Resource Directors, Human Resource Assistant Directors and Human Resource Coordinators; and,
- i) System Office positions.

The Employer and NSCPA also agree that the creation of any new bargaining unit position or any change in job title of any existing unit position will require the Vice Chancellor for Employee Relations to give email notice of such change to the NSCPA Chief Negotiator or

2015-2017 NSCPA Agreement

designee before posting of such position and that any issue arising that relates to unit status for new positions, will be addressed and decided by the Vice Chancellor and the NSCPA Chief Negotiator or designee.

Section 1.2 Exclusivity

The Employer agrees that it will not sign any contract, make any written agreement, or recognize any other employee representative for unit members during the term of this Agreement.

Section 1.3 Notice of Personnel Actions

Personnel actions affecting unit members such as appointment, reclassification, salary adjustments, separations, and dismissals are reported as information to the Board of Trustees at scheduled meetings of the Board. The System Office will provide email notice to the Chief Negotiator when Board meeting agendas, materials and minutes are posted on the website at www.nscs.edu.

Section 1.4 Non-Unit Classification Questions and Review

Should NSCPA have questions regarding the classification of a position as a NSCPA unit member or non-unit member, such questions will be directed to the Vice Chancellor for Employee Relations for review. The review will occur within four (4) weeks of the inquiry and resolution will be based upon the unit determination directive issued by the Commission of Industrial Relations.

Section 1.5 Terms and Conditions of New Appointments

All new unit member appointments shall be consistent with the express terms and conditions of this Agreement.

ARTICLE 2. NONDISCRIMINATION/RECRUITMENT FOR EMPLOYMENT

Section 2.1 Nondiscrimination

The Employer and NSCPA agree that no preference or discrimination shall be shown by either the Employer or NSCPA for or against any unit member in regard to race, color, national origin, age, sex, disability, religion, or affiliation or non-affiliation with NSCPA all as provided by law. The parties further agree that no employment action shall be discriminatory on the basis of individual characteristics other than qualifications for employment, quality of performance of duties, and conduct in regard to employment.

The Nebraska State Colleges are equal opportunity institutions and do not discriminate against any student, employee or applicant on the basis of race, color, national origin, sex, disability, religion, or age in employment and education opportunities, including but not limited to admission decisions. Each College has designated an individual to coordinate the

College's nondiscrimination efforts to comply with regulations implementing Title VI, VII, IX, and Section 504. Inquiries regarding non-discrimination policies and practices may be directed to one of the Compliance Coordinators assigned at each College and identified on each College website.

Section 2.2 Posting and Notice of Position Openings

When vacancies occur in bargaining unit positions which the Employer intends to fill or when new positions are established which are part of the unit, a notice of such openings shall be posted a minimum of ten (10) working days from date of publication on the Human Resources website stating the job title, description, qualifications, date of availability and pay range. The notice shall also state the exempt/non-exempt and collective bargaining unit status of the position. No selection or announcement regarding the filling of a vacant position will be made prior to the conclusion of the posting period. Each College shall notify the NSCPA Local Chapter President when a new unit member is hired.

Section 2.3 Advertising Position Openings

Simultaneous to the internal posting of position announcements, the Employer may advertise vacancies externally. When positions are advertised externally, the vacancy notice shall be posted on the Human Resources website of each College.

Section 2.4 Unit Member on Search Committee

At least one (1) unit member will be asked to serve on each search committee, which serves in an advisory capacity, for a vacant unit position. The names of the selected unit member will be provided to the NSCPA Local Chapter President by the HR Director when the committee is formed.

Section 2.5 Job Description & Evaluation Procedure for New Hires

Newly hired unit members will be provided a current job description and a copy of the procedure or forms used in the evaluation of their performance. The College will provide a copy of the job description to the NSCPA Local Chapter President upon receipt of a signed release from the unit member.

Section 2.6 Notifications for New Hires

Newly hired unit members will be advised that their position is covered by the NSCPA Agreement. The Employer agrees to inform new unit members where a copy of this Agreement and College handbook may be accessed online (www.nscs.edu). A written copy of this Agreement and/or the College handbook shall be provided to the unit member by the Human Resource Director upon request.

Section 2.7 New Hire Qualifications

Completion of a master's degree or equivalent shall be required for new unit members who occupy the positions listed below:

- a) Director of Nebraska Business Development Center
- b) Licensed Student Counselor
- c) Learning Skills Specialist
- d) All Librarians
- e) Assistant Dean
- f) Manager, Records and Registration
- g) Assistant Coaches with teaching assignments

Section 2.8 Background Checks

Offers of employment are contingent on the applicant successfully passing a background check.

ARTICLE 3. APPOINTMENTS/NOTICE REQUIREMENTS

Section 3.1 Professional Staff Contracts

Unit members shall be issued employment contracts specifying salary, type of employment appointment, classification title, employment period and other terms of employment. The employment contract shall contain a statement that the rights and responsibilities specified in applicable Board policies are a part of the contract.

Section 3.2 Specific Term Appointments

A "Specific Term Appointment" is an appointment for a term of one (1) year. A Specific Term Appointment shall terminate at the end of the stated term, if written notice of non-reappointment is given to the appointee in accordance with notice requirements listed in Section 3.3.

Section 3.3 Notice Requirements for Non-Renewal of Specific Term Appointments

Except for instances involving dismissal for cause, unit members shall be given written notice by the Employer of intent not to renew their appointment/employment contract in accordance with the following notice requirements:

- a) At least thirty (30) calendar days prior to expiration during the first (1st) year of employment as a unit member;
- b) One hundred twenty (120) calendar days prior to expiration during the second (2nd) year of employment as a unit member; or,

- c) One hundred eighty (180) calendar days prior to expiration during the third (3rd) and subsequent years of employment as a unit member.
- d) After the third (3rd) year, dismissal requires adequate cause pursuant to the procedures identified in Sections 16.4 through 16.14.
- e) Assistant coaches and Football Offensive or Defensive Coordinators may be dismissed without cause upon at least ninety (90) calendar days written notice.
- f) Notice shall be deemed to have been properly given if hand delivered, or mailed to the unit member's home address, as reflected by the records of the Employer, by certified mail, with sufficient postage attached. It shall be the responsibility of the unit member to maintain a current address in the Human Resource Office.
- g) If written notice is not given in the manner herein provided within the time specified, failure to provide the required notice period shall not result in automatic reappointment or create any right to reappointment for an additional term. The Employer shall have the option of providing employment or severance pay in lieu of any portion or all of the notice to which the unit member is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the unit member is otherwise entitled.

Section 3.4 Calculating Years of Employment for Notice Requirements

For purposes of calculating years of employment under the notice requirements cited in Section 3.3, unit members hired between July 1 and November 30 of any calendar year will be considered to have completed their first year of employment on July 1 of the next fiscal year. Unit members hired between December 1 and June 30 of any calendar year will be considered to have completed their first year of employment not on July 1 of the next fiscal year, but on July 1 the year thereafter e.g., a new hire on December 1, 2013 would be credited with the first year of employment on July 1, 2015.

Section 3.5 Dismissal or Layoff of Appointment Prior to Expiration

A unit member may be dismissed prior to expiration of the stated employment period only for adequate cause, or layoff. Before any dismissal for cause may occur, a hearing must be offered in accordance with provisions in Article 16.

Section 3.6 Adjunct Teaching Appointments

Unit members may accept a separate employment appointment for teaching duties performed outside their regularly assigned work schedule with the approval of the immediate supervisor and the Academic Vice President. All such employment appointments are subject to compensation requirements per the Fair Labor Standards Act (FLSA). Such appointments shall be limited to one (1) or more courses totaling no more than four (4) credit hours per semester in each of the fall and spring semesters, and one summer term. It is

understood that the terms and conditions of such appointment are not covered by or subject to this Agreement.

Section 3.7 Summer Camp Coaching Assignments

Unit members may accept a separate appointment for summer camp coaching duties performed outside their regularly assigned work schedule with the approval of the immediate supervisor and the appropriate Vice President. It is understood that the terms and conditions of such employment are not covered by or subject to this Agreement.

ARTICLE 4. CHANGE IN POSITION

Section 4.1 Transfer

Unit members who transfer to another bargaining unit position having increased job responsibilities, shall be paid the minimum salary as posted for the new position or a five percent (5.0%) increase of the current salary, whichever is higher. Any increase over and above these minimums herein established shall be at the discretion of the Employer.

Unit members who transfer to another bargaining unit position having decreased job responsibilities, shall be paid no less than the minimum salary as posted for the new position.

Section 4.2 Additional Compensation for Significantly Increased Job Responsibilities

Unit members who are assigned significant increased job responsibilities, as an addition to existing responsibilities, will receive additional compensation.

If a unit member believes that additionally assigned duties/responsibilities have significantly changed his or her job duties within their classification, the unit member can request a meeting with his or her supervisor and the Human Resource Director to discuss a review of existing duties. The Human Resource Director will respond in writing within thirty (30) days of the meeting. Any change in position classification or salary is at the sole discretion of the Employer. In the event approval for a classification change is not obtained, there are two (2) options. The additional duties and responsibilities in question shall be removed; or, the job shall be restructured to add or delete duties as necessary to conform to the classification description.

Reclassification of an existing position will not require the unit member currently performing the duties of the position to reapply for the position. The unit member retains years of service.

Salary changes resulting from reclassification or from significantly increased job responsibilities will be made in accordance with the provisions outlined in this Article.

Section 4.3 Transfer to Temporary Position

Unit members assigned to any temporary position shall not change the unit member's service date in relation to benefits and contract renewal status.

Section 4.4 Non-unit Member Transfer to a Unit Position

Non-unit members who transfer into professional staff unit positions will maintain their service date in relation to any leave and vacation benefits in this Agreement. Transferred non-unit members will be treated as new unit members in relationship to notice requirements regarding renewal or non-renewal of appointment.

Section 4.5 Unit Member Transfer to Another Unit Position

Unit members transferring to another unit position within the State College System will maintain their service date in relation to any leave/vacation benefits. Transferring unit members will be treated as new unit members in relationship to notice requirements regarding renewal or non-renewal of appointment, unless credit for prior service to the College is granted or otherwise agreed upon in writing by both parties at the time of transfer.

ARTICLE 5. WORKING SCHEDULES

Section 5.1 Work Schedules; Job Responsibilities

The Employer shall provide a job description for each unit member and inform each unit member of his or her work schedule and job responsibilities, and may require unit members to work evenings, weekends, and/or holidays. If the unit member is required to work or attend job-related functions on an unscheduled work day or a scheduled College holiday, such unit member shall be allowed an equal number of hours off on an alternate date. If significant or ongoing new responsibilities are added to the unit member's job duties, the unit member shall be so advised with as much advance notice as is practical and will meet to discuss any realignment or adjustment of existing priorities. The assignment of work schedules and job responsibilities are non-grievable matters.

Section 5.2 Exempt Employees

Unit members exempted from the Wage and Hour Law of the Federal Fair Labor Standards Act who work more than forty (40) hours a week in fulfilling their job responsibilities will not be compensated for the overtime hours. Work schedules may be set outside the typical 8:00 a.m. to 5:00 p.m. office hours. Upon the unit member's request and at the discretion of the supervisor, the unit member's work schedule may be adjusted when the unit member's job responsibilities do not conform to the regular workweek and/or regular work schedule. The supervisor shall not unreasonably deny consideration of such flexible work schedule requests. Directors of resident halls, because of the unique nature of their jobs, shall be eligible for deviations only on a limited basis.

Section 5.3 Non-Exempt Employees

Under provisions of the Fair Labor Standards Act, unit members not exempted from payment of overtime wages must be compensated for overtime hours worked. Compensatory time off shall be provided for overtime hours, in lieu of payment, to the extent possible, as follows:

(a) Compensatory time on a one-for-one basis must take place within the work week; e.g., unit member works ten (10) hours Wednesday and can be compensated by working six (6) hours on Thursday to avoid exceeding the forty (40) hour limit in one work week. Supervisors shall consult with unit members to schedule work hours so as to avoid exceeding the forty (40) hour per week limitation; provided,

(1) no unit member will be required to work more than ten (10) hours per day without agreement between the supervisor and the unit member and

(2) supervisors will provide at least five (5) work days advance notice prior to a deviation from the normal work schedule.

(b) Compensatory time on a one-and-one-half basis shall be provided for hours worked over the forty (40) hour per week limitation. Compensatory time should be scheduled as soon as possible, preferably within the same pay period as earned, to avoid large accumulations. In some cases, it may be necessary to delay scheduling and use of compensatory time beyond the pay period to accommodate the needs of the Employer, the requirements of the unit member's job and the personal schedule of the unit member. Supervisors shall consult with unit members to schedule and use compensatory time. Unit members shall be paid for unused compensatory time at the end of employment.

(c) A unit member may not accrue more than two hundred forty (240) hours of compensatory time (one hundred sixty (160) hours of time worked). Unit members will receive pay for compensatory hours in excess of this limit.

Section 5.4 Graduation Ceremonies

Participation in graduation ceremonies is voluntary unless required by the unit member's job duties.

Section 5.5 Unit Member Committee Assignment

A unit member will not be required to serve on more than two committees at any one time unless the committee assignment is directly related to the unit member's position. The unit member may voluntarily serve on more than two committees with approval of his or her supervisor.

**ARTICLE 6.
HOLIDAYS**

Section 6.1 Holiday Schedule

The following holidays (eight (8) hours each) are compensated holidays:

| | |
|------------------------|-----------------------------|
| New Year's Day | January 1 |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday following |
| Christmas Day | December 25 |

Section 6.2 Additional Holidays

In addition to the holiday schedule noted above, the Employer shall schedule five (5) more compensable holidays during the calendar year. Each holiday is calculated on an eight (8) hour basis. The Employer may also schedule additional holidays to match state and federal holiday observances. Holiday schedules will be announced by September 1 of each academic year.

**ARTICLE 7.
PERSONNEL FILES**

Section 7.1 Unit Member File

The unit member may keep his or her own file which may include any materials the unit member deems appropriate to his or her job qualifications and performance.

Section 7.2 Official Personnel File

An official personnel file for each unit member shall be maintained at the College.

Section 7.3 File Contents

The personnel file may include, but not be limited to, the following:

- a) General personnel information and employment contracts;
- b) Academic records;
- c) Personnel actions generated by the Employer; and,
- d) Performance evaluations and memoranda of discussions with the unit member relating to evaluations of the unit member's performance.

Section 7.4 File Inspection

A unit member or an NSCPA representative, whom the unit member has so designated in writing, has the right to inspect the contents of his or her individual personnel file.

Files must be reviewed in the presence of an appropriate administrative officer and may not be removed from the office in which they are located.

Section 7.5 Informed Inclusion

The unit member will be given a copy when material relating to performance and/or conduct is placed in the personnel file within ten (10) work days.

**ARTICLE 8.
PROFESSIONAL CONDUCT**

The Employer and the NSCPA agree to the following standards of Professional Conduct. Unit members shall conduct business in a manner that is consistent with:

- a) The NSCPA-NSCS negotiated Agreement;
- b) College Employee Handbook;
- c) NSCS Board Policies; and,
- d) State and Federal Laws.

**ARTICLE 9.
PERFORMANCE EVALUATION**

Section 9.1 Purpose

The purpose of the performance evaluation shall be to promote high levels of achievement and morale through a system which encourages management and employees to work together to improve individual performance and to facilitate communication concerning employee progress toward the attainment of college objectives. Evaluation forms will include three rating categories for performance. The categories shall be as follows: Exceeds Expectations, Satisfactory, and Unsatisfactory.

Section 9.2 Procedure

Every unit member shall receive a written performance evaluation report for the academic/fiscal year based on job assignments which reflects the current job description. The supervisor will schedule a meeting with the unit member prior to May 1 of each year to discuss the evaluation report in relation to the job assignment and priorities and to set goals and specific objectives for

the following year. If a performance evaluation report was not completed during the previous academic/fiscal year, the unit member's performance shall be considered as satisfactory.

Supervisors will provide each unit member a copy of strengths identified or improvements required in the unit member's performance with recommendations to assist improvement and specific outcomes that are expected. In case of identified areas of concern, a plan for implementation of recommendations with specific outcomes will be created by the supervisor in consultation with the unit member. Such a plan will be signed and attached to the original evaluation with a copy placed along with the evaluation in the unit member's official personnel file.

Subsequent to the annual evaluation, if an area of concern arises the supervisor will notify the unit member of the concern and will provide guidance in an effort to improve performance to a satisfactory level.

Section 9.3 Review & Acknowledgment of Evaluation

Performance evaluation forms must be reviewed and acknowledged by the unit member. Acknowledgment signifies only that the unit member has reviewed and discussed the performance evaluation. Each unit member shall receive a complete copy of his or her performance evaluation report with all signatures within ten (10) working days of its completion and have an opportunity to comment or rebut any performance assessment within ten (10) days of receipt. A copy of each performance evaluation report and any rebuttal or comment submitted shall be included in the unit member's official personnel file, and given to the next higher supervisor.

Section 9.4 Evaluation Criteria Notification

Unit members will be provided advanced notice of any changes in the criteria used for evaluation of their performance.

Section 9.5 Grant Programs

Supervisors shall solicit input from external grant representatives when conducting unit member evaluations.

ARTICLE 10. PROFESSIONAL DEVELOPMENT

Section 10.1 Development Opportunities

The Employer agrees to maintain its continuing effort to provide unit members with training and the opportunity to attend professional meetings necessary for the accomplishment of assigned duties. Priority shall be given to immediate work requirements when assigning training or professional meeting activities.

Section 10.2 Cost & Work Time

The cost of required training shall be paid for by the Employer. A unit member participating in required training or course work shall be considered to be on work time.

Section 10.3 Completion of Advanced Academic Degree

In recognition of the unit member's increased value to the system, the Employer shall provide a salary base increase upon the completion of each advanced academic degree earned after the commencement of employment, and after the effective date of this Agreement. Official transcripts or other appropriate documentation from the awarding institution must be provided to the Human Resources Office prior to July 1st in order to receive the salary increase. Salary increases will be based on the following schedule:

| | |
|-----------------------------------------|----------|
| Bachelors Degree | \$ 750 |
| Masters Degree | \$ 1,000 |
| Doctoral or appropriate terminal Degree | \$ 2,500 |

**ARTICLE 11.
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 11.1 Limitations

The grievance and arbitration procedure is designed to provide a prompt and efficient method for the resolution of grievances. The grievance procedure hereinafter set forth shall be the exclusive method for resolving grievances concerning the administration of this Agreement. Time limits provided herein should be adhered to unless modifications are agreed to in writing by the parties to the grievance. Unit members who have been recommended for dismissal for cause from employment under the provisions of Article 16, may not file grievances while the dismissal process is pending.

Section 11.2 Representation

A unit member shall have the right to have a NSCPA representative participate in any step of the grievance and arbitration procedure. The Chief Negotiator or designee shall receive copies of all written, findings, recommendations, and decisions for the grievance regardless of NSCPA representative participation.

Section 11.3 Definitions

A grievance is hereby jointly defined to be a dispute filed by a unit member or NSCPA concerning the interpretation or application of this Agreement filed in accordance with the terms of this Article.

A grievant is defined as the unit member(s) or NSCPA.

The parties jointly agree that the procedure for grieving a dismissal decision for cause is outlined in Article 16 and is the exclusive method for resolving such grievances.

Section 11.4 Preliminary Grievance Requirement

Prior to filing a formal grievance, a unit member shall discuss his or her dispute with the immediate supervisor or the administrator who made the decision at issue in an attempt to resolve the dispute. An NSCPA representative may present and discuss the dispute on behalf of any unit member or group of unit members with the supervisor or administrator who made the decision at issue. Any disposition satisfactory to the unit member(s) at this stage shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently arise.

Section 11.5 Formal Grievance Contents

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

- a) the exact nature of the grievance;
- b) the act or acts of commission or omission;
- c) the dates of the act or acts;
- d) the identity of the party or parties alleged to have caused the grievance;
- e) the specific provisions of the Agreement alleged to have been violated; and,
- f) the remedy that is sought.

Section 11.6 Steps of Grievance Process

A formal grievance shall be processed in the following manner:

- a) **Step 1.** A formal grievance shall be filed in writing with the Human Resource Director within twenty (20) working days following the act or omission giving rise thereto, or the date on which the grievant knew, or reasonably should have known, of such act or omission if the date is later. The Human Resource Director and appropriate Vice President have ten (10) working days after receipt of the grievance, or any extension provided for herein, to review the matter. The Vice President shall issue a determination in writing to the grievant within the ten (10) working day period. Any disposition satisfactory to the grievant at this step shall be reduced to writing, signed by the parties, and shall be binding on the parties as to the facts and circumstances giving rise to the dispute and the matters therein resolved. However, the same shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently arise. In the event the written decision refers to documents, copies of such documents shall be attached to the decision.
- b) **Step 2.** The grievant shall have five (5) working days from receipt of the Vice President's decision to appeal that decision to the President. The President shall

submit the grievance to an advisory committee consisting of two (2) unit members chosen by the local chapter of the NSCPA, none of whom is a member of the grievant's department, and two (2) employees chosen by the President, neither of whom has line authority over the grievant. The committee shall hold a hearing within ten (10) working days after receipt of the grievance and shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The grievant shall have the right to attend all evidentiary proceedings of the committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant argument or evidence. The grievant shall also have the right to assistance by NSCPA or an attorney at the grievant's own expense. The committee following its own procedures and in accordance with this Agreement shall submit a video recording of the hearing, copies of all exhibits, and the committee's written findings and recommendations to the President and the grievant within ten (10) working days following the hearing. The President shall issue a written decision to the grievant within five (5) working days following receipt of the recommendation of the committee.

- c) **Step 3.** The grievant shall have ten (10) working days from receipt of the President's decision to appeal that decision to the Chancellor. A copy of the grievance and all prior written recommendations and responses is to be provided. The Chancellor shall, within the normal order of business, review and notify the grievant of his or her decision. If the Chancellor's decision, under this Step, fails to satisfy the grievant the grievant may seek relief under applicable State or Federal laws, or by agreement of the Chancellor, and the parties through binding arbitration.

Should the parties both agree to arbitration and are unable to agree on an arbitrator within ten (10) working days, the dispute shall be referred to the American Arbitration Association for resolution by an arbitrator from its labor panel in accordance with its voluntary rules of labor arbitration. The cost of arbitration shall be shared equally by the parties. Such cost shall be limited to the arbitrator's fees and expenses and applicable charges of the American Arbitration Association.

Section 11.7 Reprisals

There shall be no reprisals taken against a unit member for filing, or participating as a witness in a grievance.

Section 11.8 Time Limits

Failure of the Employer in any step to render a decision to the grievant within the maximum time limits shall automatically allow the grievant to proceed to the next step. Failure of the grievant to proceed to the next step within the maximum time limit shall be considered as termination of the grievance.

**ARTICLE 12.
SALARY**

Section 12.1 2015-2016 Base Salary Increase

For the 2015-16 fiscal year, the amount of the annual base salary increase for each unit member shall be three percent (3%) above each unit member's prior year annual base salary.

Section 12.2 2016-2017 Base Salary Increase

For the 2016-17 fiscal year, the amount of the annual base salary increase for each unit member shall be three percent (3%) above each unit members prior year annual base salary.

Section 12.3 New Hire Salaries

New hire salaries will not exceed the mid-point of the salary range for each classification in the bargaining unit. The Employer will provide the NSCPA President and the Chief Negotiator with the list of all NSCPA classification titles with corresponding salary ranges any time the list is updated.

**ARTICLE 13.
INSURANCE, BENEFITS, AND RETIREMENT PROGRAMS**

Section 13.1 Insurance Coverage & Carriers

The Employer agrees to make available to all unit members the same level of group medical, dental, vision, life and disability insurance coverage currently being provided. If costs of coverage should increase during the second year of this Agreement, the Employer and NSCPA agree to continue the same arrangement for sharing costs. Nothing within this Agreement, however, shall prohibit the Employer from considering other insurance carriers. Prior to changing insurance carriers, the Employer shall meet and confer with NSCPA in regard to specifications of such contracts.

The Educator's Health Alliance (EHA) has issued a decision that effective September 1, 2015, the definition of eligible dependent shall include domestic partners and their children. As long as that decision stands, and the Employer's medical and dental insurance programs are offered through EHA, domestic partners and their children may participate as dependents for medical and dental insurance plans as long as EHA required criteria and certifications are satisfied.

Section 13.2 Medical Insurance

A deductible medical plan offered by the current insurance carrier will be offered which requires the unit member to satisfy the lowest calendar year deductible amount offered by the insurer, a coinsurance amount, and an out-of-pocket stop loss limit amount, after which all other eligible medical claims will be covered for the remainder of the calendar year. The Employer will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the single medical plan for the term of this Agreement, with the unit member responsible for the remaining amount of the cost of coverage. For unit members who opt for coverage under a family, employee/children or employee/spouse plan, the Employer will contribute a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the plan for the term of this Agreement, with the unit member responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution a unit member makes toward single coverage.

Section 13.3 Section 125 Plan

The Employer agrees to continue its current Internal Revenue Service Code Section 125 Plan to provide an opportunity for unit members to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Unit members may choose to set aside an amount from their paychecks only, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

Section 13.4 Dental Insurance

A PPO dental plan will be provided which covers one hundred percent (100%) of the aggregate costs of preventive and diagnostic services, maintenance dentistry, and restorative dentistry. Such coverage will include dental services ranging from examinations, cleaning and fillings to caps, crowns, bridges and root canals. Orthodontic services will not be provided. The Employer will contribute eighty-five percent (85%) toward the cost of single dental coverage. For unit members opting for family, employee/children or employee/spouse dental coverage, the Employer will contribute seventy-five percent (75%) toward the cost of the coverage. A unit member must be enrolled in the group medical plan to be eligible for dental plan coverage. When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution a unit member makes toward single coverage. If the current plan covering one hundred percent (100%) of the aggregate costs is discontinued, the plan option with the highest level of coverage will be offered as an alternative.

Section 13.5 Life Insurance

A life insurance plan offering group term life insurance coverage in the amount of thirty-thousand dollars (\$30,000) will be provided at the Employer's expense with the unit member permitted to supplement the basic coverage with either a ten-thousand dollar (\$10,000), twenty-thousand

dollar (\$20,000), fifty-thousand dollar (\$50,000), one-hundred-thousand dollar (\$100,000), or one-hundred eighty-thousand dollar (\$180,000) optional life insurance policy addition at the unit member's expense. The unit member may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five thousand dollar (\$5,000) dependent life policy on a child, or ten thousand dollar (\$10,000) coverage for a spouse at the unit member's expense. Eligible coverage for children begins at six (6) months of age.

In accordance with current policy provisions, unit members' life insurance benefits are reduced to 50% at seventy (70) years of age.

Section 13.6 Disability Insurance

A group long-term disability plan will be provided which will pay sixty-six and two-thirds percent (66 2/3%) of salary after ninety (90) days of continuous disability as defined by the insurance carrier. The Employer will provide seventy-five percent (75%) of the aggregate costs of this coverage.

Section 13.7 Retirement Contribution

The retirement plan presently in effect shall be continued and the Employer shall take no action to decrease the benefits under the present retirement plan during the term of this Agreement. During the term of this Agreement, the Employer contribution will be eight percent (8.0%) with all eligible new unit members required to contribute six percent (6.0%) of his or her gross earnings. New unit members are eligible to participate in the retirement plan at age twenty-five (25) with two (2) years of consecutive service. At age thirty (30), participation is mandatory.

Section 13.8 Immediate Family Tuition Remission

A sixty-seven percent (67%) tuition remission shall be available for immediate family (children who are twenty-four (24) years of age or younger at the beginning of the semester or session) and a spouse of unit members who enroll at a Nebraska State College on a space available basis. The remission does not apply to fees. Although online courses have a single rate, a portion of the rate consists of fees. The remission provided for online courses will be sixty-seven percent (67%) of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following condition:

- a) The immediate family member must be admitted as a student of the College and must have met all normal academic requirements for the courses taken.

Section 13.9 Vision Insurance

A voluntary vision insurance program shall be provided. The Employer shall contribute fifty percent (50%) toward the cost of single vision coverage for plan option selected by the unit member.

Section 13.10 Employee Assistance Program

The Employer shall make available to all unit members an Employee Assistance Program. The Employer shall pay the annual flat rate as established by the program. Any other costs shall be borne by the unit member.

Section 13.11 Employee Tuition Waiver

Unit members shall be eligible to enroll for credit in courses during non-work hours for one dollar (\$1.00) per course on a space available basis. Enrollment and tuition waiver under this provision will be limited to one (1) course of not more than four (4) hours in each of the Fall and Spring semesters and one Summer term. One dollar (\$1.00) covers the cost of tuition for purposes of this waiver program and the one dollar (\$1.00) charge is non-refundable. Fees connected with course enrollment must be paid by the unit member including the same institutional and class fees paid by all other students. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course (beyond one dollar (\$1.00)). Waivers are subject to the following conditions:

- a) Unit members must be admitted as students of the College and must have met all normal academic requirements for the courses taken.
- b) A unit member's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment. Such approval shall not be unreasonably denied.

Section 13.12 Tuition Remission and Waiver Limitation

A unit member may not enroll in courses under Section 13.8 and Section 13.11 simultaneously during the same semester. Only one (1) tuition waiver course may be taken per semester by a unit member. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses.

Section 13.13 Use of Facilities

Unit members and their spouses will be allowed to use, free of charge during non-working hours, those facilities belonging to the College that are used to promote wellness. Dependents of employees will be permitted to use these facilities at a reduced rate. Such facilities will be available to unit members, their spouses and dependents during the facilities' normal hours of operation and when not being used for classroom instruction or program activities.

**ARTICLE 14.
PROVISIONS FOR LEAVES**

Section 14.1 Vacation Leave

- a) During the first five (5) years of service unit members working on a twelve (12) month basis shall accrue three (3) weeks of vacation with pay, which consists of fifteen (15) working days. The basis for computation is the accrual of 1.25 vacation days per month of employment. The accrual of vacation leave shall begin the first day of employment. Following the fifth (5th) year of continuous employment, the following accrual schedule shall be followed:

| | |
|---------------------------|---------|
| 1st year through 5th year | 15 days |
| 6th year | 16 days |
| 7th year | 17 days |
| 8th year | 18 days |
| 9th year | 19 days |
| 10th year | 20 days |

After ten (10) years of continuous service, unit members shall accrue one (1) month vacation, which consists of twenty (20) working days each year. The basis for computation of twenty (20) vacation days per calendar year is the accrual of 1.667 vacation days per month of employment.

Unit members with appointments less than twelve (12) months shall accrue vacation leave at a proportional pro-rated amount.

- b) At no time will a unit member be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty-five (35) days] accumulation limit.
- c) The President may advance vacation leave to a unit member in an amount not to exceed a total of forty (40) hours. Vacation time earned thereafter will be applied to the negative vacation balance until the advanced amount has been fully reimbursed. Upon separation from employment, unit members who have been advanced vacation leave shall reimburse the Employer for all advanced and unreimbursed vacation leave. The Employer is authorized to deduct such amount from the final pay.
- d) Each unit member, upon retirement, dismissal or separation from employment, shall be paid for unused accumulated vacation leave up to the two hundred eighty (280) hour accumulation limit. Upon the death of a unit member, his or her beneficiary shall be paid for his or her unused accumulated vacation leave. A unit member who is transferred within the State College System will have his or her accrued vacation leave transferred to the receiving College. Unit members transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the receiving College at the discretion of receiving College. Employees transferring to

Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the new employer at the discretion of the new employer.

- e) Unit member requests for up to ten (10) consecutive days of accumulated vacation leave shall not be unreasonably denied.
- f) Supervisors shall respond to written requests for vacation leave within five (5) working days of the request. Requests for use of accumulated vacation leave shall not be unreasonably denied.

Section 14.2 Sick Leave

- a) Unit members shall be allowed sick leave with pay. Medical documentation to substantiate the use of sick leave may be required by the Employer.
- b) Sick leave for unit members shall accrue at the rate of one (1) day per calendar month of consecutive service during the first five (5) years of service. Those unit members who have completed six (6) or more years of consecutive service shall accrue sick leave according to the following schedule:

| | |
|----------------------|--------------------|
| 1st through 5th year | 1.0 day per month |
| 6th year | 1.1 days per month |
| 7th year | 1.2 days per month |
| 8th year | 1.3 days per month |
| 9th year | 1.4 days per month |
| 10th year and on | 1.5 days per month |

The accrual of sick leave shall begin the first day of employment, and unused sick leave may be accumulated up to and including one hundred eighty (180) days [one thousand four hundred forty (1,440) hours].

Unit members with appointments less than twelve (12) months shall accrue sick leave at a proportional pro-rated amount.

At no time will a unit member be allowed to accrue sick leave hours in excess of the one thousand four hundred forty (1,440) hours [or one hundred eighty (180) days] accumulation limit.

- c) Sick pay is available with the realization that a unit member may become ill or injured to the extent of being unable to work. Sick leave may be taken for absences made necessary by reason of illness, injury, or disability, including temporary illnesses covered by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, by exposure to dangerous disease which may endanger the unit member or public health, medical appointments, or by illness in the immediate family making it necessary that the unit member be absent from his or her duties. The term "immediate family" as used in this section shall be defined to include the spouse, children (adopted, foster, step, biological, or legal ward),

grandchildren, siblings, parents, grandparents, or parents of the spouse. It is not intended as any earned time off with pay, and shall not be granted as such. Unit members shall be compensated for unused sick leave upon separation of employment as provided in subsection (f).

- d) The President may advance sick leave to unit members in an amount not to exceed a total of forty (40) hours. Sick leave earned thereafter will be applied toward the negative sick leave account balance until the amount advanced is fully reimbursed. Upon separation from employment, unit members who have been advanced sick leave shall reimburse the Employer for all advanced and unreimbursed sick leave. The Employer is authorized to deduct such amount from the final pay.
- e) Should a unit member become ill or disabled and require hospitalization while on vacation, vacation leave shall be changed to sick leave, effective the date of hospitalization, upon request to the immediate supervisor. Documentation regarding the hospitalization may be requested.
- f) A unit member who is transferred within the State College System will have his or her accrued sick leave transferred to the receiving College. Unit members transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the receiving College at the discretion of receiving College. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the new employer at the discretion of the new employer.
- g) Each unit member who is eligible for retirement in the State College System will, upon separation of employment by reason of retirement, be entitled to a one-time payment of one-fourth (1/4) of their accumulated sick leave, with the rate of payment based upon their regular pay at the time of retirement. Upon the death of the unit member, his or her beneficiary will be paid one-fourth (1/4) of his or her accumulated, unused sick leave, with the rate of payment based upon the unit member's regular pay at the time of death.

Section 14.3 Return to Employment Within One Year

Unit members who have separated employment and who return to employment within one (1) year from the date of such separation shall have service for sick leave and vacation leave reinstated at the level established prior to the separation. However, unit members who have been dismissed for disciplinary reasons shall not have service for sick leave and vacation leave reinstated. Unit members who have separated employment may apply for available employment openings. If successful, the unit member will be considered a new hire with all the rights, responsibilities, and obligations of a new hire, unless otherwise negotiated and noted on the employment contract.

Section 14.4 Family and Medical Leave

- a) In accordance with the federal Family and Medical Leave Act (FMLA), unit members with one (1) year of service who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period shall be entitled to take up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period:
- 1) for the birth of a child, or the placement of a child with the unit member for adoption or for foster care;
 - 2) to care for a spouse, children, parents, or persons bearing the same relationship to the unit member's spouse with a serious health condition;
 - 3) for the unit member's own serious health condition; or,
 - 4) for any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- b) A serious health condition is defined to include:
- 1) An illness, injury, impairment, or physical or mental condition that involves either inpatient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for three (3) or more consecutive days.
 - 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
 - 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
 - 4) Any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if untreated, e.g., cancer (chemotherapy), kidney disease (dialysis).
- a) "Children" shall mean a biological, adopted or foster child, a stepchild, or a legal ward.
- b) Sick leave or vacation leave may be used at the election of the unit member during family and medical leave. Although unit members may retain accrued, unused vacation and sick leave, such leave shall not accrue while on FMLA leave.

- c) Requests for FMLA leave must be submitted to the Human Resource Office. Appropriate certification or documentation may be required by the Employer.
 - d) The Employer agrees to continue to pay its portion of applicable insurance premiums during the term of FMLA leave. In the event two (2) unit members are both eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.
- c) National Defense Authorization Act. An employee who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act for FY 2008.

Section 14.5 Crisis Leave Sharing Program

Unit members may contribute accrued vacation, compensatory time, or one (1) day of accrued sick leave per calendar year to benefit another employee at the same College who is suffering from a catastrophic illness. To be eligible to receive leave, employees must have exhausted their own leave options, have been employed for at least twelve (12) consecutive months and have been absent for at least thirty (30) days during the prior six (6) months.

To be eligible to donate sick leave, employees must maintain a minimum of one hundred sixty (160) hours of sick leave. Accrued vacation or sick leave may be donated in no less than one (1) day increments. Hours donated, but not used, will be maintained in a shared leave pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College and including a unit member. The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety (90) days in a twelve (12) month period. The crisis leave sharing program will permit salary and insurance continuation for those employees receiving shared leave.

Details of this program are available at the Human Resource Office and on the HR Website.

Section 14.6 Bereavement Leave

At the discretion of the immediate supervisor up to six (6) days of paid leave, per fiscal year, may be granted to the unit member for purposes of bereavement. Reasonable requests within this limit shall not be denied.

Section 14.7 Inclement Weather/College Closure Leave

During periods when inclement weather causes classes to be canceled, all unit members, other than those required to report to work to provide emergency or other essential services, shall be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the supervisor. Time spent on Inclement Weather Leave will be charged against the unit member's vacation leave balance, or time can be made up within thirty (30) days at the request of the unit member which request shall not unreasonably be denied. When the President declares the entire College closed unit members will not be charged leave. Unit members required to report to work to provide emergency or other essential services shall be allowed comparable time off on an alternate date.

Section 14.8 Injury Leave/Worker's Compensation

All unit members who are disabled as a result of a job-related injury or disease may be granted injury leave. Injury leave shall not exceed five (5) of the unit member's normal working shifts for any particular injury. Such leave is not to be charged against accumulated vacation or sick leave. For details of Workers' Compensation benefits, unit members are to inquire at the Human Resource Office.

Section 14.9 Civic Duty Leave

Unit members shall be eligible for absence with pay for jury service, during the actual period of such service, and may retain fees paid him/her as a juror. Absence with pay may also be granted for unit members who are subpoenaed as a witness for the State of Nebraska, during the actual period of such service. Upon being served a summons that his/her name has been drawn as a juror or upon being served a subpoena to appear as a witness, the unit member shall immediately advise the supervisor in writing, stating the time, place and name of the court to which he/she is to attend and provide a copy of the summons to Human Resources.

Section 14.10 Military Leave

Military leaves of absence shall be granted to all unit members as may be provided by state and federal law or regulation.

According to the terms of the Family Military Leave Act (Neb. Rev. Stat. §§55-501 to 507), an eligible unit member who is the spouse or parent of a person called to military service lasting one hundred seventy nine (179) days or longer with the state or United States pursuant to the orders of the Governor or the President shall receive up to thirty (30) work days of unpaid leave. An eligible unit member must have been employed for at least one thousand two hundred fifty (1,250) hours during a twelve (12) month period immediately preceding the commencement of leave.

The unit member shall give at least fourteen (14) days notice of the intended date upon which the family military leave will commence, if leave will consist of five (5) or more consecutive work days. Unit members taking family military leave for less than five (5) consecutive days shall give the Employer advanced notice as is practicable. The unit

member shall consult with the Employer to schedule the leave so as not to unduly disrupt College operations. The Employer may require certification from the proper military authority to verify the unit member's eligibility for the family military leave requested.

For benefit purposes, unit members taking Family Military Leave will be treated the same as other unit members taking unpaid Family and Medical Leave.

Section 14.11 Requested Leave of Absence

Unit members who have been employed for three (3) consecutive years, shall be eligible to apply for a leave of absence for the purpose of research, education, travel, work at other institutions, or private business organizations, or engaging in other activities which will improve the unit member professionally and be of benefit to the Employer. Such leave of absence is without pay. However, if the leave of absence is at the request of the President and the unit member has been employed for four (4) consecutive years such leave may be compensated with one-half (1/2) pay for one (1) academic year, full pay for one (1) semester or a lesser amount by mutual agreement of the unit member and the President.

A recipient of a paid leave of absence may be required to return to employment for a period of one (1) year or to immediately repay the salary and cost of benefits received while on the leave of absence, at the discretion of the President.

- Granting leaves of absence is at the discretion of the President and is a non-grievable matter.
- Unit members on a paid leave of absence will continue to receive the proportionate share of the Employer's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the unit member.
- Unit members on an unpaid leave of absence may contribute to the retirement plan and participate in the insurance programs at their own expense.
- Within ninety (90) days following the unit members return from the leave of absence, the unit member shall submit to the President a written report summarizing the activities and results of the leave.

ARTICLE 15.

NSCPA ACTIVITIES, USE OF FACILITIES AND SERVICES AND UNION DUES

Section 15.1 Use of Facilities

NSCPA shall be permitted to transact official NSCPA business on College property at reasonable times, provided that such business shall not interfere with or interrupt normal College operations or the responsibilities of unit members.

Section 15.2 Access to Services

NSCPA shall continue to have access to use of printing, duplicating, addressing and other College services subject to use and fee requirements.

Section 15.3 Distribution of Unit Information

Unit members will have access to College bulletin boards used for employee information and campus email following procedures that apply to other employees. General distribution of NSCPA materials will be allowed in non-working areas, including campus mail, during both working and non-working hours, provided that the same shall not be disruptive. Meeting rooms may be scheduled, as available, through the College.

Section 15.4 Negotiation Team Member Notification

It is specifically agreed that the Chief Negotiator shall provide the Vice Chancellor for Employee Relations with the names of the members of the NSCPA negotiating team prior to the commencement of negotiations. Likewise, the Vice Chancellor shall provide the Chief Negotiator with the names of the Employer negotiating team prior to the commencement of negotiations.

Section 15.5 Negotiation Team Member Leave

No more than seven (7) NSCPA team members shall be granted paid leave to participate in negotiation sessions with the Employer. Paid leave shall include necessary travel time. Supervisors must be informed of and approve such leaves through the usual leave practices or procedures.

Section 15.6 Deduction of Membership Dues

The Employer agrees to deduct membership dues established by NSCPA from the salary of any unit member authorizing such deduction in writing.

Section 15.7 Payroll Deduction Authorization

NSCPA agrees to send a list of the unit members and the amount to be deducted to the Human Resources Office and a copy of the written payroll deduction authorization of all unit members who request payroll deduction of dues. Said authorized deduction shall be made from the monthly pay in a total of twelve (12) payments beginning in July and ending in June of the following year. For unit members who request payroll deductions after July 1, the deductions will begin in the next available pay cycle and will be pro-rated to the total dues divided by the number of months ending with the June pay period.

Section 15.8 Remittance of Monthly Deductions

The aggregate deductions shall be remitted monthly to the NSEA Treasurer together with an itemized statement containing the names of the unit members from whom deductions have been made and the amount so deducted from each. The aforementioned remittance shall be made no later than the 10th day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedure permits.

Section 15.9 Membership Cancellation

Each unit member's written authorization shall remain valid as outlined on the membership enrollment form until the Human Resources Office receives written notice from NSCPA to discontinue dues deductions.

Section 15.10 Deduction Errors/Issues

If dues are deducted and remitted to the NSEA Treasurer in accordance with the procedure specified in this Article, NSCPA shall be solely responsible in the event of any claims that the deductions and/or remissions were improper. NSCPA shall indemnify and hold Employer harmless from any claims arising out of a deduction made in accordance with provisions of this Article.

ARTICLE 16. DISCIPLINARY ACTIONS

Section 16.1 Discipline

The Employer may discipline a unit member for adequate cause pursuant to disciplinary grounds contained in the College handbooks. Prior to amending the disciplinary grounds contained in the College handbooks, the Vice Chancellor of Employee Relations will provide at least sixty (60) days' notice and an opportunity to meet and confer with the Chief Negotiator or designee.

Section 16.2 Guidelines for Imposing Disciplinary Action

The Employer has the right to discipline a unit member provided that the unit member will be advised of the reason or reasons for such action. The level of discipline shall be based on the nature and severity of the infraction. Disciplinary action challenged as not in conformance with this Agreement, may be grieved under Article XI, however, dismissal may only be challenged pursuant to the process specified in this Article.

Prior to imposing discipline, unit members are entitled to written notice of the allegations against them which will identify the rule, policy, or performance standard violated and include an explanation of the evidence. The notice will include a description of the incident(s) involved and date(s) of occurrence as applicable.

Prior to imposing discipline the unit member will additionally be entitled to an opportunity to respond to the allegations, present mitigating evidence, explain extenuating circumstances or present reasons why disciplinary action should not be taken.

A unit member shall be notified in writing whenever any disciplinary action is taken. The unit member must acknowledge receipt by signing the written disciplinary notice in cases of a written warning, disciplinary probation, disciplinary suspension without pay and demotion. The unit member's signature does not constitute agreement with the content of the notice. If the unit member refuses to sign, a supervisor and a witness will sign a notation of the unit member's refusal on the notice. A copy of the written disciplinary notice will be placed in the unit member's personnel file. The unit member has the right to include written rebuttal or comment on disciplinary notices that go in his or her personnel file.

Section 16.3 Types of Disciplinary Action

The following types and levels of disciplinary actions for unit members are described below in a progressive manner. The nature and severity of the situation will dictate the level of discipline imposed and the due process protections to be applied, Progressive discipline is not required. More severe levels of disciplinary action may be imposed when a lesser action is deemed inadequate or has not achieved the desired results. If one (1) or more of the prescribed disciplinary actions are imposed, they shall be in writing and imposed concurrently.

- a) **Written Warning.** Written warnings consist of a discussion between the unit member and the supervisor in which the supervisor explains in detail the reasons for the warning and then provides a written disciplinary notice to the unit member of the action required to correct the unsatisfactory performance with applicable time requirements. Written reprimands will include a place for supervisors to note in writing when unsatisfactory performance issues have been resolved. Unit members will receive a copy of this written notice.
- b) **Disciplinary Probation.** A disciplinary probation may be imposed by the appropriate Vice President or designee for a period of up to six (6) months, but may be extended during which time the unit member's performance must improve. A corrective action plan including improvement standards and time frames shall be included in the written disciplinary notice.
 - i) Unit members on disciplinary probation shall not be granted pay increases.
 - ii) Unit members granted leave while serving disciplinary probation may have their probation period extended by the number of days absent on leave.
 - iii) Unit members may be removed from disciplinary probation by a written notice of the appropriate Vice President or designee.
- c) **Disciplinary Suspension Without Pay.** A period of suspension imposed by the President shall be without pay and shall not exceed twenty (20) working days. The disciplinary notice informing the unit member of suspension shall be dated

and include the reason for the suspension and the number of days of the suspension.

- i) The unit member's service date shall be adjusted by the number of calendar days absent during a suspension.
- ii) Unit members on suspension shall not be granted paid leave during the suspension period.
- d) **Demotion.** A President may transfer a unit member to a position of lesser responsibility, in or out of the unit, as a disciplinary action. Upon transfer, a President shall place the unit member in the new position and reduce the salary accordingly.
- e) **Dismissal.** Dismissal is removal from employment for failure to respond to previous disciplinary actions or when extreme circumstances render any preceding steps unnecessary or inappropriate. Dismissal for cause negates the deadlines and notice obligations regarding either contract renewal or cancellation notice as may otherwise be provided in this Agreement.

Section 16.4 Dismissal Procedure

- a) Upon receipt of a supervisor's and/or Vice President's recommendation to dismiss a unit member, the President shall inform the unit member, in writing, of a time at which the unit member may present to the President or designee, any additional facts, material, or evidence regarding the unit member's potential dismissal. Failure by the unit member to appear shall constitute a waiver by the unit member of the aforementioned meeting. The employee may be represented by a third party in the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the unit member is unable to attend unless both the President and the unit member mutually agree to another time, date, and/or place.
- b) Within five (5) work days following the scheduled date of the meeting, the President shall provide the unit member a copy of his or her recommendations regarding the dismissal. The five (5) day period may be extended upon agreement between the President and the unit member. A copy of the President's recommendation shall be forwarded to the unit member by Certified Mail with instructions to "Deliver to Addressee Only, Return Receipt Requested" or by personal delivery, or deposit to the unit member's last known address. A copy of the President's recommendation shall also be forwarded to the Chancellor. If the President recommends that the unit member be discharged, the written notice shall inform the unit member that he or she may request a hearing before an advisory committee by submitting a written request to the President within five (5) work days.
- c) If the unit member submits a written request for a hearing the President shall refer the proposed dismissal to an advisory committee for a hearing and recommendation as

provided for in this Article. If no timely written request of a hearing is received, the President's recommendation for discharge will stand as the final decision.

Section 16.5 Advisory Committee Selection Process

The committee shall consist of two (2) members of the unit chosen by the local NSCPA President and two (2) employees chosen by the President, none of whom is to be a member of the unit member's department.

Section 16.6 Advisory Committee Hearing Procedures

The committee will then establish the date, time and place for the hearing and so inform the unit member, NSCPA and the President. The committee shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The committee will arrange for the hearing to be videotaped. The unit member shall have the right to attend all evidentiary proceedings of the committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant evidence with respect to the statement of reasons for dismissal. The unit member shall also have the right to be represented by NSCPA or by an attorney at the unit member's expense. Any party who wishes to use a court reporter to take a verbatim transcript may do so at party's own expense. The committee shall adopt rules to be followed which ensure substantive and procedural due process including prior notice of witnesses to be called and documents to be offered in evidence at the hearing, no documents or witnesses not so listed shall be heard, except for the purpose of rebutting oral testimony of the other party or for other justifiable cause found to exist by the committee, and may admit probative evidence as well as exclude incompetent or repetitive evidence, as well as the procedures for compelling witnesses employed at the College to appear.

Section 16.7 Hearing Schedule

The hearing shall be conducted within twenty (20) working days of the request for a hearing. The committee shall render its written recommendation along with a video tape of the hearing to the unit member, and to the President within ten (10) working days after the hearing is closed. If NSCPA is involved, a copy of the written recommendation shall be provided to the NSCPA representative.

Section 16.8 Presidential Decision

Within ten (10) working days after receiving the recommendation from the committee, the President shall render a decision in writing to the unit member and committee. If the President rejects the recommendations of the committee, the President shall state reasons for doing so, in writing, to the committee and unit member. The committee shall have the opportunity within five (5) working days to provide a response for the record. If NSCPA is involved, a copy of the President's decision shall be provided to the NSCPA representative.

Section 16.9 Response to Presidential Decision

If the unit member is not satisfied with the decision of the President, the unit member may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision requesting a hearing before the Board.

Section 16.10 Appeal to the Board

Upon receipt of the appeal to the Board, the Chancellor as designee of the Board, shall decide if a hearing is to be provided. The Chancellor shall not unreasonably deny the request for a hearing if the request is supported with a showing that the terms of this Agreement have been violated.

If the Chancellor chooses to utilize the services of a hearing officer for the purpose of conducting a hearing and making a recommendation, the hearing officer's scope of review shall be to determine if terms of this Agreement have been violated. The hearing officer shall have no authority to add to, subtract from or in any way modify the terms of this Agreement. Upon receipt of the hearing officer's recommendation, the Chancellor shall issue a written decision stating the reasons therefore within twenty (20) working days.

Section 16.11 Hearing Preparation and Representation

A hearing date before the Hearing Officer will allow the unit member reasonable preparation time. During the hearing, the unit member has the right to be represented by NSCPA or an attorney (at the unit member's expense), to present witnesses, exhibits, and documents, and to question adverse witnesses.

Section 16.12 Chancellor Decision

The decision of the Chancellor, on behalf of the Employer, will be final. The dismissed unit member may seek recourse under appropriate state and federal law; by mediation through the Federal Mediation and Conciliation Service upon mutual agreement of the Chancellor and the local NSCPA President; or through binding arbitration upon mutual agreement of the Chancellor and the local NSCPA President.

Section 16.13 Time Limit Modifications

Time limits provided herein should be adhered to unless modifications are agreed to in writing by the parties to the dismissal.

Section 16.14 Employment Status During Appeals Process

A unit member recommended for dismissal for cause shall continue to be an employee until the appeal procedure to and including the Chancellor has been exhausted or until the unit member has failed to advance his or her appeal in a timely fashion. The President may, at his

or her discretion, suspend or reassign the unit member to other professional duties with pay during the appeal procedure.

Section 16.15 Investigatory Suspension

A unit member who is under investigation for alleged misconduct, or charged with criminal activity may, at the discretion of the President or designee, be suspended with pay and full benefits until such time as it is possible to determine if disciplinary action should be taken. Such investigatory suspensions are not grievable.

ARTICLE 17. RESIGNATION, ABANDONMENT, LAY OFF

Section 17.1 Resignations

To resign in good standing, a unit member must give written notice to the Human Resource Director at least two (2) weeks before separation, unless the Human Resource Director agrees to a shorter period.

Section 17.2 Abandonment

Unit members may be considered to have abandoned the job if he or she has been absent from work for longer than two (2) workdays without being on approved leave and in the absence of extenuating circumstances. Such abandonment shall be considered as a voluntary resignation not in good standing.

Section 17.3 Layoffs

- a) The Employer decides when a lay off is necessary, and which classifications and positions will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision.
- b) When a layoff is contemplated, the President will consult the local NSCPA President, on behalf of the chapter as soon as possible. The chapter shall make recommendations and act in an advisory capacity only. The local NSCPA President or designee will forward the chapter's written recommendation to the President.
- c) When the Employer decides that a lay off among unit members is necessary, the President or designee shall conduct a layoff in such manner that the remaining employees possess the necessary job qualifications.
- d) The Employer will make an effort to avoid a layoff by use of attrition wherever possible.

- e) Where qualifications, training and ability to perform the work remaining are equal, the Employer will follow these priorities for reduction in force:
 - 1) Temporary/part-time professional staff employees before unit members;
 - 2) Unit members with unsatisfactory performance records before unit members with satisfactory performance records; and,
 - 3) Unit members with short service before unit members with long service.
- f) For twelve (12) months following the effective date of layoff, a unit member who has been laid off, and who indicates a desire to be placed on a recall list, shall be offered recall in the same position at the College should an opportunity arise. The unit member shall receive the same salary which was received at the time of layoff plus any increases in salary or benefits received by unit members.
- g) Unit members recalled within twelve (12) months shall not be considered to have suffered a break in service for the purposes of calculating sick and vacation leave, as well as service years regarding notice requirements.
- h) For twelve (12) months following the effective date of layoff, a unit member on the recall list who is a qualified applicant for a position in the unit shall be given preference for the position when qualifications are equal.
- i) In the event of layoffs, the President shall establish a recall list and supply it and any changes to the local NSCPA President.
- j) Unit members to be laid off shall be given ninety (90) calendar days notice and the notice shall include the reason(s) for the layoff
- k) Each laid off unit member shall, once proper notice is given, be allowed to schedule and take up to ten (10) workdays of leave without pay directed toward securing new employment.

ARTICLE 18 MANAGEMENT

Section 18.1 Management Authority

All management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer.

It is understood that the Employer may test for alcohol or illegal substances for cause. Guidelines for testing will be provided to protect against abuse which include, but not be limited to, definition of cause, training of supervisors, a confidentiality statement, and a statement of progressive intervention and treatment. Such Guidelines shall be available for viewing in the Human Resource Office or on the College websites. Employees who may be required under

federal law or regulations to submit to random drug and alcohol testing will be notified of the general testing requirements in writing in advance.

**ARTICLE 19.
DURATION AND LIMITATIONS OF CONTRACT**

Section 19.1 Entire Agreement

This instrument constitutes the entire Agreement between the parties hereto and the Employer, NSCPA, and the unit members will abide by it.

Section 19.2 Contract Amendment

Any term and condition of employment expressly stated in this Agreement may not be eliminated or modified in any way during the term of this Agreement without mutual agreement between the Employer and NSCPA. This Agreement may be amended only upon the mutual agreement of both parties, as documented in writing. Both parties acknowledge that they had opportunity during negotiations to make demands and proposals.

Section 19.3 Agreement Interpretation or Application

Section headings are provided in this Agreement for convenience only and shall not be deemed to substantively alter the content of such section.

Issues of interpretation or application of this Agreement will be addressed between the Chief Negotiator or designee and the Vice Chancellor for Employee Relations with sensitivity to the confidential nature of the inquiry.

Section 19.4 Governing Law; Severability

This Agreement shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions hereof.

Section 19.5 Agreement & Board Policy

This Agreement shall supersede any policies, rules, regulations or practices of the Employer which shall be specifically contrary to or inconsistent with the terms of this Agreement.

Section 19.6 Agreement in Force

This Agreement shall continue in full force until a new Agreement is signed and in place.

Section 19.7 Effective Date

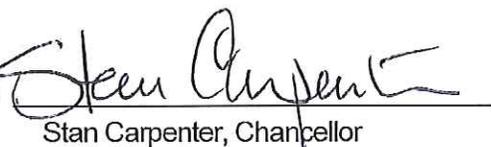
This Agreement shall become effective on the first (1st) day of July, 2015, and shall continue in full force and effect until the thirtieth (30th) day of June, 2017.

2015-2017 NSCPA Agreement

Dated this 21st day of January, 2015

**BOARD OF TRUSTEES FOR
NEBRASKA STATE COLLEGES**

By: 
Michelle Suarez, Board Chair

By: 
Stan Carpenter, Chancellor

By: 
Kystin Petersen, Chief Negotiator
NSCS

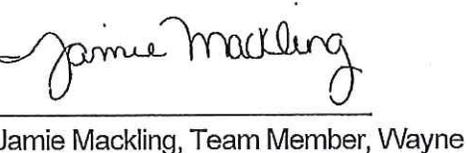
**NEBRASKA STATE COLLEGE
PROFESSIONAL ASSOCIATION**

By S/: 
Karen Granberg, Chief Negotiator, Wayne

By S/: 
Deb Smith, Team Member, Chadron

By S/: 
Bruce Huckfeldt, Team Member, Chadron

By S/: 
Patricia Rippe, Team Member, Peru

By S/: 
Jamie Mackling, Team Member, Wayne

*S/: denotes electronic signature

**Report on the Status of 2015-2017 Negotiations Between the
Board of Trustees of the Nebraska State Colleges and
the Nebraska Association of Public Employee, Local #61 of the American
Federation of State, County, and Municipal Employees**

March 13, 2015

The Board of Trustees of the Nebraska State Colleges (Board) and the Nebraska Association of Public Employees, Local #61 of the American Federation of State, County, and Municipal Employees (NAPE/AFSCME), exchanged proposals for the 2015-2017 biennium on October 15, 2014. Collective bargaining ended on November 24, 2014 with a voluntary agreement.

The Agreement was ratified by the NAPE/AFSCME membership on January 8, 2015. The Board approved the terms of the Agreement on January 21, 2015.

On July 1, 2015, employees will receive a 3% annual increase. On July 1, 2016, employees will receive a 3% annual increase. In addition, the Agreement provides for incremental salary adjustments based on five, ten, fifteen, and twenty years of services. Over the biennium, the combined unit payroll increases cost is \$1,110,946.

A copy of the completed 2015-2017 agreement between the Board and NAPE/AFSCME is attached.

Submitted by:



Kristin Petersen
Chief Negotiator
Board of Trustees of the Nebraska State Colleges

Three colleges.
Thousands of opportunities.



2015-2017

Agreement between

The Nebraska State Colleges
Board of Trustees
(Employer)

and the

Nebraska Association of Public Employees,
Local #61, American Federation of State,
County and Municipal Employees (Union)

July 1, 2015

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AGREEMENT 2015-2017

THIS AGREEMENT is made and entered into by and between the Board of Trustees of the Nebraska State Colleges at Chadron, Peru and Wayne, Nebraska, acting on its own behalf and through its agents and hereinafter referred to as the "Employer," and the Nebraska Association of Public Employees, Local #61, of the American Federation of State, County, and Municipal Employees, hereinafter referred to as the "Union."

This Agreement shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions hereof.

This Agreement shall become effective on the first (1st) day of July 2015, and shall continue in full force and effect until the thirtieth (30th) day of June 2017.

This instrument constitutes the entire Agreement between the parties hereto and the Employer, the Union and the employees shall abide by it.

ARTICLE 1. RECOGNITION

Section 1.0 Bargaining Unit. By the terms of this Agreement, the Employer recognizes the Union as the exclusive bargaining agent for all regular full-time (0.75 FTE and above), nonsupervisory support staff employees, hereinafter referred to as employee(s), employed at its colleges located at Chadron, Peru and Wayne, Nebraska for the purpose of negotiating with respect to hours of labor, rates of pay and working conditions. This Agreement will not apply to employees who are excluded from the bargaining unit including supervisors, part-time, interim or temporary employees, and other employees not categorized as support staff.

It is also understood and agreed that the following positions are excluded from the bargaining unit:

- a) Office Assistant in the Human Resources Office
- b) Office Assistant to Vice President for Administration or Business
- c) Secretary to the President
- d) Support Staff in the System Office
- e) Foundation Employees whose positions are funded entirely by Foundation

Section 1.1 Exclusive Representation. The Employer agrees that it will not sign any contract, make any written agreement, or recognize any other employee representative for the employees covered by this Agreement during the term of this Agreement.

Section 1.2 Supersede. This Agreement will supersede any rules, regulations or practices of the Employer which will be specifically contrary to or inconsistent with the terms of this Agreement.

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Section 1.3 Modification of Terms and Conditions. Any term or condition of employment expressly stated in this Agreement may not be eliminated or modified in any way during the term of this Agreement without mutual agreement between the Employer and the Union.

Section 1.4 Matters of Mutual Interest. Presidents or Vice Presidents and a Union representative, upon mutual agreement, may meet and confer to discuss matters of mutual interest. Such meetings shall not serve or result in circumventing grievance procedures.

The Vice Chancellor of Employee Relations and the Union representative, upon mutual agreement, may meet and confer to discuss terms and conditions of employment other than the expressed terms of this Agreement and resolve any concerns or disputes that may arise.

ARTICLE 2. NONDISCRIMINATION

Section 2.0 Prohibition. The Employer and Union agree that no preference or discrimination will be shown by either the Employer or Union for or against any employee in regard to race, color, national origin, age, gender, disability, religion, political affiliation, or affiliation or nonaffiliation with the Union, or engage in any harassment, all as provided by law.

Equal Opportunity Statement. The Nebraska State Colleges are equal opportunity institutions and do not discriminate against any student, employee or applicant on the basis of race, color, national origin, sex, disability, religion, or age in employment and education opportunities, including but not limited to admission decisions. Each College has designated an individual to coordinate the College's nondiscrimination efforts to comply with regulations implementing Title VI, VII, IX, and Section 504. Inquiries regarding non-discrimination policies and practices may be directed to the Compliance Coordinators assigned at each College and identified on each College website.

Section 2.1 Exercising Agreement Rights. No employees shall be harassed or discriminated against for filing or participating in a grievance or otherwise exercising their rights under this Agreement. In the spirit of continuing their harmonious and cooperative relationship, the Employer and the Union agree to implement and exercise the provisions of this contract in a fair and responsible manner.

ARTICLE 3. MANAGEMENT RIGHTS

Section 3.0 Employer Rights. All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by and remain exclusively within the rights of the Employer to the extent that such rights do not violate its legal authority, and to the extent such rights are not modified by this Agreement. The management of the Colleges, including the right to make reasonable rules and regulations, to test for cause for alcohol or illegal substances, to direct the

work force, to hire, promote, transfer, suspend or discipline and/or discharge for just cause, to establish a classification and compensation plan, to layoff employees, to introduce new methods, equipment, and facilities, to supervise and control all College operations, to define job responsibilities for each position, to establish hours of work and to approve leave time, subject to the provisions hereinafter set forth in this Agreement, are vested exclusively in the Employer.

Section 3.1 Work Rules. Employees will be notified in writing of newly established work rules or amendments, handbooks, policies and procedures related to the terms and conditions of their employment at least five (5) working days prior to their effective date.

ARTICLE 4. HIRING

Section 4.0 Vacancies. Whenever a vacant position, which is covered by this Agreement, is posted, a notice of such opening will be listed on designated employee bulletin boards and the College website stating the job title, description, qualifications, date of availability, and where appropriate, minimum pay.

Section 4.1 Selection Criteria. The Employer may consider external candidates for any vacant position as well as internal candidates and may conduct internal and external searches simultaneously. The Employer shall fill job vacancies using a variety of factors including, but not limited to, knowledge required, work experience and ability, relevant job related tests, and, if applicable, active recall rights. If the qualifications and suitability of external and internal candidates are relatively equal, the Employer will select the most senior internal candidate.

Section 4.2 New Employee Salaries. New employee salaries will be set based on qualifications and experience but will not exceed Step 2 of the Salary Guide without written approval of the Chancellor. The Chancellor will provide a copy of the justification to the Union upon request. New employees must have related work experience or formal education above the high school level or certification in a work related program in order to receive a salary exceeding five percent (5%) of Step 1 of the Salary Guide.

Section 4.3 Agreement Notice to New Employees. The Employer agrees to inform every new employee at the time of initial hire where a copy of this Agreement may be accessed online. A written copy of this Agreement shall be provided to a new employee upon request.

Section 4.4 Background Checks. Offers of employment are contingent on the applicant successfully passing a background check.

ARTICLE 5. PROBATION

Section 5.0 Probation Period. New employees shall be required to complete a probation period of six (6) months from the date of hire and shall be so notified. Employees who transfer from one College to another may be required by the immediate supervisor to complete

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a probation period. Probationary employees shall have no grievance rights under this Agreement but shall retain all applicable rights under state and federal law.

Section 5.1 Extensions. A probationary employee may have the probation period extended for up to an additional six (6) months for reasons of performance, transfer, promotion or leave of absence, at the discretion of the immediate supervisor.

The notice of extension will be in writing and will include the specific period of extension. In case of extension for performance reasons the employee will be provided specific performance improvement requirements.

Section 5.2 Discharge. Employees may be discharged at any time during the probation period with or without cause. The President or designee will notify the employee in writing of the date the discharge is effective. Upon employee request, the President or designee will give the employee the reason for the discharge.

Section 5.3 Transfers. Employees who have successfully completed their probation period and thereafter transfer to another position in another classification series or who are permitted to transfer to another College may be required, with sufficient written notice, to satisfy another probation period in the new position.

ARTICLE 6. JOB RESPONSIBILITIES

Section 6.0 Classification Descriptions and Job Descriptions. The Employer maintains classification descriptions for all employees. In addition, each employee shall have a description of his or her specific job responsibilities. Classification descriptions are available to the employee upon request at the Human Resource Office. Classification descriptions can also be found on the College website. Job descriptions are provided to employees by the Supervisor or the Human Resource Office. Copies of job descriptions are also provided to the Human Resource Office.

Section 6.1 New Job Responsibilities. If new responsibilities are added to the employee's job duties or job description, the employee will be so advised with as much advance notice as is practical and the supervisor and employee will meet to discuss any realignment or adjustment of existing duties or priorities. The supervisor and employee will meet to discuss necessary adjustments of workload assignments for the scheduled work week. Upon request by the employee, the supervisor will provide notice of the new job responsibility in writing.

Section 6.2 Discussion of Job Responsibilities. The assignment of job responsibilities shall be reasonably related to the employee's classification description. If the assigned job responsibility is reasonably related to the employee's classification description, the assignment is not grievable. An employee may request a meeting with the Human Resource Director and the immediate supervisor to discuss job responsibilities, either in terms of workload or the appropriateness of an assignment in relation to the classification description.

Section 6.3 Temporary Pay Increases. When an employee is assigned by a supervisor to perform the duties of a position in a classification higher than the classification currently held by the employee for a period of four (4) hours in a work day, the employee shall receive a temporary pay increase to the minimum rate of the salary grade of the higher classification for the time worked, or a four percent (4%) increase in their current pay for the time worked, whichever is higher.

If employees are assigned to perform the duties of a higher classification on an ongoing basis, but less than four (4) hours in a work day, the Employer has the discretion to provide a temporary pay increase.

Section 6.4 Training. Where appropriate and at the discretion of the Employer, training sessions, seminars, workshops or meetings necessary for the accomplishment of the employee's assigned duties will be provided to the employee. Priority will be given to immediate work requirements and safety issues when assigning employees to training or meeting activities.

The cost of training required by the Employer shall be paid for by the Employer, including travel, supplies, and equipment expenses. An employee participating in required training shall be considered to be on work time. If required training is not offered during a regular workday, the employee shall be allowed compensatory time off for the actual hours in training including any travel time associated with such training.

Section 6.5 Degree Completion. In recognition of the employee's increased value to the Employer, the Employer shall provide a salary base increase upon the completion of each academic degree earned after the commencement of employment and after the effective date of this Agreement. Base salary increases will be awarded only on July 1st following completion of the degree program. Official transcripts or other appropriate documentation from the awarding institution must be provided to the Human Resources Office prior to July 1st in order to receive the salary increase. Salary increases will be based on the following schedule.

| | |
|-------------------|---------|
| Associate Degree | \$500 |
| Bachelor's Degree | \$750 |
| Master's Degree | \$1,000 |

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- Section 6.6** Certification Completion. The Employer shall provide a salary base increase upon the completion of each certification program approved by the immediate supervisor and appropriate Vice President in writing that relates to the employee's position and better qualifies the employee to perform assigned tasks. The amount of the salary base increase will be determined by the Employer. The increase shall reflect the value of and benefit of the employee's newly acquired competencies but shall not exceed three hundred dollars (\$300.00) for each completed certification program. After providing the salary increase under this Section, the Employer has the right to continue to require the employee to maintain a current certificate without further compensation.
- Section 6.7** Proposal Opportunity. The Union shall have the opportunity to submit a proposal to the Employer regarding degree and certification payments before the end of the first year of this Agreement.

ARTICLE 7. HOURS OF WORK AND OVERTIME

- Section 7.0** Workweek. The regular workweek, Sunday through Saturday, shall mean five (5) consecutive workdays of eight (8) hours per day unless there is mutual agreement between the employee and the immediate supervisor to work a flex-time schedule (for example, four (4) ten (10) hour days of summer schedule). Employees may request flex-time schedules or schedule deviations which will be considered in conjunction with College needs. Approval of a flex-time schedule request by an employee shall not be unreasonably denied. Supervisors may adjust employee workweek schedules to accommodate College needs. The assignment of reasonable employee work schedules is a non-grievable matter. Overtime must be authorized in writing by the immediate supervisor before any work is performed.
- In the event of an emergency, or when it is not possible or practical to obtain prior approval for overtime work to be performed, the immediate supervisor may approve the overtime in writing subsequent to the time the work was performed.
- Section 7.1** Evenings, Weekends and Holidays. Employees may be required to work evenings, weekends, and holidays. If an employee is required to work on a holiday, the employee will be allowed comparable time and one-half off on a mutually agreed upon alternate date. When scheduling the alternate date, the employee's request shall not be unreasonably denied.
- Section 7.2** Overtime Pay. Employees must be paid at time-and-one-half for all hours worked in excess of forty (40) hours, unless given compensatory time off under the conditions outlined in Section 7.3 below.
- Section 7.3** Compensatory Time. At the discretion of the Employer, compensatory time on a one-and-one-half basis may be given in lieu of overtime pay; provided, however, that an employee may not accrue more than two hundred forty (240) hours of compensatory time (one hundred sixty (160) hours of time worked). Unused compensatory time shall be paid at the end of employment. Use of compensatory time will be granted within a

reasonable period of time after employee's request if such use does not unduly disrupt the operations of the college.

Section 7.4 Overtime Preference. Employees may be required to work more than a forty (40) hour week. If fewer employees than the full crew are required, overtime will be offered in the following order:

- a) To the employee performing the work requiring overtime;
- b) To employees working within the same class of work requiring overtime, on the basis of seniority; and then;
- c) To employees on the basis of job qualifications and seniority.

If a sufficient number of employees fail to volunteer for overtime, it will be assigned by reverse seniority to employees in the classification requiring overtime.

Section 7.5 Overtime Notice. In the event of the need for work past a regularly scheduled work shift, employees will be notified as soon as practical, however, no later than three (3) hours before the end of their regularly scheduled work shift on that day, unless an emergency arises in which case notice is to be given as soon as is practical. In the event of the need for Saturday or Sunday work, for employees who are not regularly scheduled to work on those days, the employees will be notified as soon as is practical but at least three (3) hours before the end of their regular shift on the preceding Friday, unless an emergency arises in which case notice will be given as soon as is practical. An emergency is defined as any unexpected and unforeseen event under circumstances that could not have been anticipated by the immediate supervisor.

In the event of an emergency need to require employees to report to work earlier than their regularly scheduled work shift, the employees will be notified prior to the end of the preceding work shift. If prior day notification is not possible, notice will be given as soon as practical. Employees will not be required to report to work earlier than their regularly scheduled work shift, unless an emergency exists. Employees must be paid at time and one-half for all hours worked in excess of forty (40) hours, unless given compensatory time off under the conditions outlined in this Article.

If work is required outside an employee's regular work week for a scheduled activity, the employee will be given as much advance notice as possible but not less than ten (10) working days written notice prior to the beginning of the work week. When the compensating time-off during the workweek is to be scheduled, the time-off will be reasonably determined by mutual agreement.

Section 7.6 Called Back. Employees, who have left the college and are later "called back" to work after completing their regular work shift, will be compensated for actual time worked, but in no event less than two (2) hours. Employees shall not be required to be "on call," and employees shall not be required to report back to work except in the case of an emergency, as defined in Section 7.5.

Section 7.7 Lunch. Employees will be allowed an unpaid lunch period of at least thirty (30) minutes as scheduled by the immediate supervisor. In addition, employees will be allowed to take a fifteen (15) minute relief period as scheduled by the immediate

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supervisor both before and after lunch period but not in connection with the lunch period. In the event that employees are required to work in excess of ten (10) hours in a work day, they will be allowed an additional fifteen (15) minute relief period as scheduled by the immediate supervisor.

Employees working full time in the boiler houses will not be provided an unpaid lunch period. Those employees may eat lunch during their regular shift while performing work and receiving pay.

Section 7.8 Schedule Changes. Unless agreed to by the employee, the employer shall provide at least ten (10) working days written notice prior to making any permanent change in a work schedule. To the extent practicable, the schedule change will take into consideration the employee's schedule preference.

Section 7.9 Break Between Shifts. Employees shall be given at least ten (10) hours rest between required shifts except in circumstances involving an emergency, as defined in Section 7.5.

ARTICLE 8. HOLIDAYS

Section 8.0 Holiday Schedule. The following holidays (eight (8) hours each) are compensated holidays:

| | |
|------------------------|-----------------------------|
| New Year's Day | January 1 |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday following |
| Christmas Day | December 25 |

In addition to the seven (7) holidays noted above, the Employer shall schedule five (5) other holidays during the calendar year. The Employer may also schedule additional holidays to match state and federal holiday observances.

Military veterans shall, upon request, be permitted to observe the Veteran's Day holiday on the observed date. Leave will be charged to the employee's vacation leave balance or time can be made up within thirty (30) workdays. The request for leave shall not be unreasonably denied.

Section 8.1 Work on Holidays. It is understood that no employee will be requested to work on a holiday unless absolutely necessary. Employees required to work on holidays shall be paid overtime or earn compensatory time according to Article 7. Employees who are assigned to work on the Saturday and Sunday between Christmas Day and New Year's Day will be compensated at the rate of time and one-half.

Section 8.2 Eligibility for Holiday Pay. In order for an employee to be eligible for holiday pay the employee must work his or her scheduled work day before and after the holiday or be authorized to use paid or unpaid leave on the day before and after the holiday. Holiday pay shall be at the regular rate of pay and time worked on a holiday shall be one-and-one-half of the regular rate of pay.

Section 8.3 Holidays on Days Off. Employees may be allowed another day off, if the holiday falls on their regularly scheduled day off of work. Time will be reported as eight (8) hours of holiday leave.

ARTICLE 9. PERFORMANCE EVALUATION

Section 9.0 Objectives. The overall objectives of an employee performance evaluation program are to measure, maintain, and improve job performance. The evaluation program will attempt to promote high levels of achievement and morale through a system which encourages supervisors and employees to work together to improve performance and to facilitate communication concerning employee progress toward the attainment of performance objectives.

Section 9.1 Probation Performance Report. A performance report for employees will be prepared by the immediate supervisor prior to the conclusion of the probation period per Section 5.0 or any extension thereof and annually thereafter. Each performance evaluation must be conducted by the employee's immediate supervisor. Each report must be reviewed by the evaluator's supervisor prior to discussion with the employee.

Section 9.2 Performance Conference. The supervisor will schedule a conference with the employee prior to May 1 of each year to discuss the evaluation in relation to the job assignment for the past evaluation period and to jointly set goals and specific objectives for the coming year. Counseling on performance issues shall be done in private.

Section 9.3 Acknowledgment, Rebuttal or Comments. Performance evaluation reports must be reviewed and acknowledged by the employee. Acknowledgment signifies only that the employee has reviewed and discussed the performance evaluation. Each employee will receive a copy of his or her performance evaluation report and have an opportunity to comment or rebut any performance assessment. Employees may comment on supervisory and work issues. A copy of each performance evaluation report and any rebuttal or comment submitted will be included in the employee's personnel file. A copy of the employee rebuttal or comment shall be provided to the evaluator's supervisor.

Section 9.4 Evaluation Criteria. All employees will be provided the criteria/standards to be used in the evaluation of their job performance. If the criteria/standards for evaluation change, the employee will be so advised. Evaluations shall be based on the job duties assigned and conduct during the evaluation period.

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- Section 9.5** Form. A standardized evaluation form will be used and will include four (4) rating categories for performance. The categories shall be as follows: Exceeds Expectations, Satisfactory, Needs Improvement, and Unsatisfactory. Only an overall satisfactory or above performance designation is eligible for any negotiated annual increase to base salary, if any. The form shall also contain a section to document goals set pursuant to Section 9.2.
- Section 9.6** Absence of Evaluation Report. If no annual performance evaluation report is conducted, the employee will be considered to have performed satisfactorily.
- Section 9.7** Corrective Action Plan. In case of identified areas of concern, a corrective action plan identifying specific requirements and outcomes will be created by the supervisor in consultation with the employee. Such a plan will be acknowledged with the employee's signature and attached to the original evaluation report with a copy placed along with the evaluation in the employee's personnel file.

ARTICLE 10. CLASSIFICATION

- Section 10.0** Classification Assignment. Each employee will be assigned to an authorized classification designated by the Employer and will be compensated in accordance with the salary grade applicable to the designated classification as of the date of this Agreement.

The Employer agrees to classify/reclassify positions based on the scope and level of duties and responsibilities assigned, the nature and extent of supervision received and exercised, and the knowledge, abilities and skills required with the end result being that all classifications are in balance with the classification for similar work being performed by other College employees. The employer retains the right to assign and reassign work, which may affect the classification assignment of each position.

- Section 10.1** Classification Review Request. If an employee or supervisor believes that the placement of an employee's classification assignment warrants a review, the employee or supervisor may request a review provided the position has not been reviewed by the Human Resources Office in the previous six (6) calendar months. An employee's classification is not eligible for a review for the first year of employment. Requests for review will be submitted in writing to the Human Resources Director and the employee's immediate supervisor and will contain the following:

- a) a current classification description questionnaire completed by the employee;
- b) a concise and specific statement as to why the employee believes the current classification assignment is inappropriate and the specific reasons therefore; and,
- c) a concise and specific statement of the classification sought (which must be a currently existing classification), and the specific reasons therefore.

Section 10.2 Classification Review Process.

- a) Upon receipt of an employee classification description questionnaire, the Human Resource Director shall have fifteen (15) working days to review the assignment of duties and responsibilities of a position with the immediate supervisor and appropriate Vice President.
- b) Within the thirty (30) working days after receiving the questionnaire, the Human Resource Director will meet with the classification panel to discuss the request and the information submitted from the employee, supervisor and Vice President.
 - i) The classification panel shall be made up of five (5) members. The chair of the panel will be the Human Resource Director. Two (2) committee members will be appointed by the President and two (2) committee members will be appointed by the Union.
- c) The Human Resource Director will inform the President regarding the information that was received from the employee, supervisor, Vice President and the classification panel. The President will issue the College's final decision regarding the classification request. Determination of job duties and responsibilities is exclusively the authority of the President.
- d) If the review determines that a reclassification is not appropriate, no salary adjustment will be made. Job duties may be restructured, if necessary, to conform the job to its original classification.
- e) If the review determined that a reclassification is warranted and the Employer decides to continue the assigned duties and responsibilities in question, the reclassification is subject to the promotion terms and provisions contained in Article 16.
- f) Time limits in this Article will be adhered to unless otherwise agreed to in writing by the Employer and the Union or the employee.

Section 10.3 Appeal to the Chancellor. The employee may appeal the President's decision within ten (10) working days by filing all prior responses with the Chancellor. The Chancellor shall render a decision that is final within ten (10) working days of receipt of the appeal.

Section 10.4 Pay and Classification Plan Changes. The Chancellor, or designee, will notify the Union of newly created classes and classification title changes when such changes are made in the Support Staff Pay and Classification Plan. Any proposed revisions to the existing Plan including, but not limited to, creation of a new pay grade or assignment of a pay grade to a newly created classification shall require the Employer to negotiate with the Union before such revisions are implemented. The Employer and Union agree that any revision of the Classification and Pay Plan that may occur during the term of this Agreement shall not result in a loss of pay to any employee because of a downward reclassification of a position covered by this Agreement.

**ARTICLE 11.
CORRECTIVE AND DISCIPLINARY ACTIONS**

Section 11.0 Verbal Counseling. Verbal counseling is an informal level of corrective action. Verbal counseling is not disciplinary action. Verbal counseling is not grievable. It is a warning given by an immediate supervisor in conference with an employee in which the matter is discussed with the employee. The employee will be advised what action is expected of him or her to correct the problem.

Section 11.1 Employer Right to Discipline. The right to exercise discipline for just cause is vested exclusively in the Employer; provided that an employee who has been disciplined will be advised of the reason or reasons for such action. The level of discipline imposed shall be based on the nature and severity of the infraction. Disciplinary action challenged by the employee or the Union as not in conformance with this Agreement, may be grieved as provided in Article 15, however, disciplinary dismissals may only be challenged as provided in Section 11.6.

Section 11.2 Predisciplinary Notice. Prior to imposing discipline, employees are entitled to notice of the allegations against them which will identify the nature of the offense, the rule, policy, or performance standard violated and include an explanation of the evidence against them. The notice will include a description of the incident(s) involved and date(s) of occurrence as applicable.

Section 11.3 Employee Opportunity to Respond. Prior to imposing discipline the employee will additionally be entitled to an opportunity to respond to the allegations, present mitigating evidence, or present reasons why disciplinary action should not be taken.

Employees may be represented by the Union at such predisciplinary meetings which have the potential to lead to discipline. Employees shall be notified in advance that the meeting may have the potential to lead to disciplinary action and that he or she has the right to union representation. Unless otherwise agreed to, employees are not entitled to representation at routine supervisory or nondisciplinary corrective counseling conferences or meetings.

Section 11.4 Notice of Disciplinary Action. As specified in Section 11.2, an employee will be notified in writing whenever any disciplinary action is taken against him or her. The employee must acknowledge receipt by signing the written disciplinary notice. The employee's signature does not constitute agreement with the content of the notice. If the employee refuses to sign, the supervisor and a witness will sign a notation of the employee's refusal on the notice. A copy of the written disciplinary notice will be placed in the employee's personnel file.

Section 11.5 Types of Disciplinary Action.

- a) **Written Warning.** Written warnings consist of a discussion between the employee and a supervisor in which the supervisor explains in detail the reasons for the warning and then provides a written disciplinary notice to the employee of the action required to correct the unsatisfactory performance, the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.

- b) **Disciplinary Probation.** A disciplinary probation may be imposed by the appropriate Vice President or designee for a period of up to six (6) months, but may be extended to a total of one (1) year, during which time the employee's performance must improve. A corrective action plan including the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve shall be included in the written disciplinary notice.
- i) Employees on disciplinary probation shall not be promoted or granted merit pay increases.
 - ii) Employees granted leave while serving disciplinary probation may have their probation extended by the number of days absent on leave.
 - iii) Employees may be removed from disciplinary probation by a written notice of the appropriate Vice President or designee.
- c) **Disciplinary Suspension Without Pay.** A period of suspension imposed by the President shall be without pay and shall not exceed five (5) working days. The Disciplinary notice informing the employee of suspension shall be dated and include the reason for the suspension, the number of days of the suspension, time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.
- i) The employee's service date shall be adjusted by the number of calendar days absent during a suspension.
 - ii) Employees on suspension shall not be granted paid leave during the suspension period.
- d) **Demotion.** A President may demote an employee to a class of a lower salary grade as a disciplinary action. The employee's duties shall be changed to reflect the new classification. Upon demoting an employee for disciplinary reasons, a President shall reduce the employee's salary a minimum of five percent (5%) and the salary may not be above the Maximum Rate of the new salary grade. However, demoted employees' salaries may be reduced no lower than the minimum salary of the new salary grade.
- The written notice regarding the demotion time shall specify the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.
- e) **Discharge.** Other than an employee serving a probation period subject to Article 5, an employee may not be discharged without just cause. Discharge is removal from employment for failure to respond to previous disciplinary actions or when extreme circumstances render any preceding steps unnecessary or inappropriate.

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Section 11.6 Discharge Process and Procedure.

- a) Upon receipt of a supervisor and/or Vice President's recommendation to dismiss an employee, the President shall inform the employee, in writing, of a time at which the employee may present any additional facts, material, or evidence regarding the employee's potential discharge to the President or a designee. Failure by the employee to appear shall act as a waiver by the employee to the aforementioned meeting but shall not be construed as an admission regarding the allegations. The employee may be represented by the union or an attorney in the meeting.
- b) Within five (5) work days following the scheduled date of the meeting, the President shall provide the employee a copy of his or her recommendations regarding the discharge. The five (5) day period may be extended upon agreement between the President, employee and representative. A copy of the President's recommendation shall be forwarded to the employee by Certified Mail with instructions to "Deliver to Addressee Only, Return Receipt Requested" or by personal delivery, or deposit to the employee's last known address. A copy of the President's recommendation shall also be forwarded to the Chancellor.

If the President recommends that the employee be discharged, the written notice shall inform the employee that he or she may obtain a hearing before an arbitrator by delivering a written request to the Chancellor within ten (10) work days of the employee's receipt of the President's notice. The arbitrator will be selected by a process agreed to by the parties.

- c) If no timely written request of a hearing is received by the Chancellor, the Chancellor shall render a final decision regarding the discharge recommendation based on the existing record.
- d) If a hearing is requested, the Arbitrator will notify the parties in writing of the date, time, and place of the hearing. To the extent possible, hearings shall be scheduled during or contiguous to the employee's normal working hours.
- e) At a hearing, the employee may be present and be heard, be represented by the Union or an attorney (at the employee's expense), examine documentary evidence presented, cross-examine witnesses, offer documentary evidence and present witnesses.
- f) The arbitrator's findings of fact and recommendation shall be provided to the parties and the Chancellor.
- g) If the employee is not satisfied with the decision made by the arbitrator, the employee may seek relief under applicable state and federal laws.
- h) An employee recommended for discharge shall continue to be an employee until the appeal procedure has been exhausted or until the employee has failed to advance the appeal in a timely fashion. The employee may be

suspended with pay or reassigned to other duties during the appeal procedure at the discretion of the President.

Section 11.7 Investigatory Suspension. An employee who is under investigation for misconduct, charged with, criminal activity or for other reasons at the discretion of the President or designee, shall be suspended with pay, until such time as it is possible to determine if disciplinary action should be taken. Investigatory suspensions are non-grievable.

Section 11.8 Tape Recording. Any meeting or hearing held pursuant to this Article may be tape recorded if all parties agree.

ARTICLE 12. RESIGNATIONS, ABANDONMENT, LAYOFFS

Section 12.0 Resignation. To resign in good standing, the employee must give written notice to the Human Resources Director with a copy to the immediate supervisor, at least two (2) weeks before separation, unless the Human Resources Director agrees to a shorter period.

Section 12.1 Abandonment. An employee may be considered to have abandoned the job if he or she has been absent from work for longer than two (2) work days without being on approved leave or without notifying the appropriate supervisor unless such notice is impossible. Such abandonment will be considered as a voluntary resignation not in good standing.

Section 12.2 Layoffs. The Employer decides when a layoff is necessary, and which classes of employees and positions will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision.

Section 12.3 Employee Qualifications. When a layoff is necessary, the Employer will lay off employees so that the reduction will be made in such a manner that the remaining employees possess the necessary qualifications to perform the required duties.

Section 12.4 Attrition. The Employer will make an effort to avoid a layoff by use of attrition wherever possible.

Section 12.5 Notice Prior to Layoff. Employees to be laid off will be given as much notice as possible, but at least a fifteen (15) working days written notice.

Section 12.6 Selection for Layoff. After the classification(s) targeted for layoff has (have) been determined, the employee(s) in the classification(s) who has (have) the least College seniority shall be selected for layoff first. The layoff(s) shall proceed in order to the next least senior person(s) in the classification(s).

Section 12.7 Bumping Rights. Employees laid off may exercise bumping rights as follows:

- a) An employee may bump the lowest senior person in the next lowest job

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classification in the series provided that the employee has more College seniority.

- b) If the lowest seniority person in the next lowest classification in the series has more seniority, then bumping to that position is not allowed, and the same process would be applied to the next lowest classification in the series, and so on.
- c) In classifications where there are no other classifications in the series, employees may bump persons with the least seniority in classifications they previously held provided that the employee has more College seniority.
- d) Employees who are bumped would then have the same options as laid off employees.
- e) If employees elect not to bump, employees who are targeted for layoff shall be placed, by College seniority, in vacant positions of the employee's(s') choice which the College fills at the same or lower pay grades in classifications they are qualified to perform as determined by the Employer.

Section 12.8 Salary Reduction. Employees who are placed in lower salary grades pursuant to this Article shall have their pay reduced by no more than five percent (5.0%) per pay grade but in no case shall pay be reduced below minimum rate for the salary grade. Placement in the salary grade shall be at the corresponding step level appropriate to the employee's longevity in that classification.

Section 12.9 Recall. Recall of employees after a layoff shall be in reverse order of layoff to their previous classification or a lower classification in the same series. Laid off employees shall be eligible for recall for twelve (12) months. Any employee wishing to remain eligible for recall, during the twelve-month (12) period, must keep the Human Resource Office advised of his or her current address.

Section 12.10 Circumventing Layoff or Bumping Process. If the Union has reason to believe that a promotion or reclassification took place in order to circumvent the layoff or bumping process, the Union shall have the opportunity to meet and discuss the matter with the Vice Chancellor of Employee Relations. The promotion or reclassification decision will be reviewed to ensure that actions were not taken in bad faith.

Section 12.11 Hiring Temporary Employees. The Employer agrees not to hire temporary employees if such hiring would result in a lay-off of any employee covered by this Agreement.

**ARTICLE 13.
SENIORITY**

Section 13.0 Calculating Seniority. In determining seniority, an employee will be given credit for the time spent in continuous service as indicated on the employee's employment record and subject to the provisions of this Agreement, including exceptions in Section 16.6.

Section 13.1 Break in Service. Continuous service will be deemed broken and an employee loses all seniority rights if:

- a) He or she is discharged for cause;
- b) He or she has abandoned their job by being absent for two (2) consecutive working days without notifying an appropriate supervisor unless such notice is impossible;
- c) He or she fails, while on layoff, to respond within three (3) working days after signing for the notice which the Employer has, by certified mail, sent him or her to his or her last address recalling him or her to work and to report to work at the time reasonably directed by the Employer, or upon return of the undelivered certified mail; or,
- d) He or she has separated from employment, for any reason, for a period exceeding twelve (12) calendar months.

**ARTICLE 14.
PERSONNEL FILES**

Section 14.0 Official Personnel File. Each College will maintain an official personnel file for each employee.

Section 14.1 Personnel File Contents. The personnel file may include, but not be limited to, the following:

- a) General personnel information;
- b) Academic records;
- c) Personnel actions generated by the Employer; and
- d) Performance evaluation reports, corrective or disciplinary records and other memoranda of discussions with the employee relating to the employee's performance.

Section 14.2 Inspection and Copies. Employees or a Union representative whom the employee has so designated in writing have the right to inspect the contents of their personnel file. Employees have the right to insert a reasonable amount of written material in rebuttal to administrative notices relating to job performance or disciplinary actions. Files must be reviewed in the presence of an appropriate administrator and may not be removed from the Human Resource Office. Authorized rebuttal materials may be forwarded to

the Human Resources Office for placement in the official personnel file. Employees, at their expense, may request copies of materials from their files.

Section 14.3 Notice. Employees will be given a copy of any written material relating to negative performance or conduct at the time it is placed in his or her personnel file.

**ARTICLE 15.
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 15.0 Purpose. The grievance and arbitration procedure as set forth herein is designed only to provide a method to resolve differences involving the interpretation or application of this Agreement. Time limits provided herein are to be adhered to unless modifications are agreed to in writing by the parties to the grievance.

Section 15.1 Representation. If requested, the employee will have the right to have a Union representative participate in any step of the grievance and arbitration procedure.

Section 15.2 Grievance Defined. A grievance is hereby jointly defined to be any claim by an employee regarding the interpretation or application of this Agreement.

Section 15.3 Personnel Files. The Employer will reasonably cooperate in the investigation of all grievances. Access to review personnel files is subject to the provisions in Article 14.

Section 15.4 Grievance Steps. A grievance will be processed in the following manner. The employee has the right to have a Union representative participate in any step. In all cases, where the Union is representing the employee, the Employer shall not discuss the grievance with the employee without the union representative present.

- a) **Step 1.** The employee will discuss the grievance with his or her immediate supervisor in an attempt to settle the grievance.
- b) **Step 2.** If the grievance is not settled in Step 1, the employee may file a written grievance with the Human Resources Director within no more than fifteen (15) working days after the employee has knowledge or should have had knowledge of the facts giving rise to the grievance. The written grievance shall be recorded on a form mutually agreed upon by the Union and the Vice Chancellor of Employee Relations.

When reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance, the act(s) of commission or omission, relevant date(s) if known, the identity of individual(s) alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the relief requested.

Upon receipt of the written grievance and prior to issuance of a written response, the Human Resources Director and the appropriate Vice President shall meet and confer with the employee in an attempt to resolve the grievance.

A written response to the employee shall be made in writing within ten (10) working days of the date the grievance was filed. If a written response is not received within ten (10) working days, the employee may proceed to Step 3.

- c) **Step 3.** If the grievance is not settled in Step 2, the employee may appeal to the President within ten (10) working days of the receipt of the written response in Step 2, by filing the written grievance form and all prior written responses with the President.

At the employee's request, the President will conduct a conference with the employee in an attempt to resolve the grievance.

Within ten (10) working days of receipt of the written grievance form and all prior written responses, the President will render a written decision to the employee and Union representative, if a Union representative is involved.

- d) **Step 4.** If the grievance is not settled in Step 3, the employee may appeal to the Chancellor, within ten (10) working days of the receipt of the written response in Step 3 by filing the written grievance form and all prior written responses with the Chancellor.

The Chancellor shall notify the employee and Union representative, if applicable, of his or her decision, within twenty (20) working days after receipt of the written grievance form, all prior written responses and any additional information the employee wishes to have considered.

- e) **Step 5.** Within thirty (30) calendar days, if the employee is not satisfied with the decision made by the Chancellor, the employee may request relief, in writing, by binding arbitration except that grievances based on protected classes will be excluded from binding arbitration. The arbitrator will be selected by a process agreed to by the parties. The employee also has the right to continue to seek relief under applicable state and federal laws.

Section 15.5 Grievance Meetings. To the extent possible, all grievance meetings shall be scheduled during or contiguous to the employee's normal working hours.

Section 15.6 Time Limits. Failure of the Employer in any step to render a decision to the employee within the maximum time limits shall automatically allow the employee to proceed to the next step. Failure of the employee to proceed to the next step within the maximum time limit shall be considered as termination of the grievance.

ARTICLE 16. WAGES

Section 16.0 2015-2016 Annual Salary Increase. For the 2015-16 fiscal year, each employee will receive a three percent (3%) salary increase above his or her prior year base salary of July 1, 2014. Increases shall be provided to all employees with satisfactory or better performance evaluation reports.

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Section 16.1 2016-2017 Annual Salary Increase. For the 2016-2017 fiscal year, each employee will receive a three percent (3%) increase above his or her prior year base salary on July 1, 2015. Increases shall be provided to all employees with satisfactory or better performance evaluation reports.

Section 16.2 Salary Adjustments.

Reclassifications. Employees who are reclassified to a higher salary grade position will have their new salary determined by adding the difference between the minimum salary of the existing position and the minimum salary of the new position to their current salary base. This section will not be used to determine the salary for employees hired into new positions apart from the reclassification process.

Demotion. Employees who are demoted or move to a lower salary grade position will have their new salary determined by subtracting the difference between the minimum salary of the existing position and the minimum salary of the new position from their current salary base.

Lateral Transfer. Employees who transfer laterally within the same salary grade shall not receive any reduction or increase in pay.

Section 16.3 Salary Guide. A listing of position classifications and the assigned salary grades referred to as the Support Staff Position Salary Guide is attached hereto as Appendix A and made a part of this Agreement. Steps on the Salary Guide for each pay grade will be adjusted upward by zero percent (0%) each year of this Agreement.

Section 16.4 Service Date Salary Adjustments. To be effective July 1, 2015:

Employees who have worked five (5) or more years in a listed position will receive, at a minimum, the salary identified in salary category two (2) of the Salary Guide.

Note: Five (5) years of satisfactory or better performance evaluations in a listed position will be required before category two (2) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked ten (10) or more years in a listed position will receive, at a minimum, the mid-point salary listed in category three (3) of the Salary Guide.

Note: Ten (10) years of satisfactory or better performance evaluations in a listed position will be required before category three (3) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked fifteen (15) or more years in a listed position will receive, at a minimum, the salary identified in salary category four (4) of the Salary Guide.

Note: Fifteen (15) years of satisfactory or better performance evaluations in a listed position will be required before category four (4) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked twenty (20) or more years in a listed position will receive, at a minimum, the salary identified in salary category five (5) of the Salary Guide.

Note: Twenty (20) years of satisfactory or better performance evaluations in a listed position will be required before category five (5) of the Salary Guide will be considered a minimum salary for an employee.

Section 16.5 Service Date Salary Limitations. During the term of this Agreement no employee will receive a combined salary increase greater than ten percent (10%) in any one (1) year. Salary increases on July 1, 2015 and July 1, 2016 will be applied prior to the Salary Guide adjustment in determining the maximum increase.

Section 16.6 Years of Service. Time served in any other position as a part-time support staff member, full or part-time faculty member, full or part-time professional staff member, or as a full-time support staff member in another unit position listed on the Salary Guide that is of a different classification series, will not count toward years of service for purposes of determining placement on the Salary Guide. The salaries listed in salary categories two (2), three (3), four (4) and five (5) apply only to employees with actual time served in their current listed position on the Salary Guide.

Employees hired between July 1st and September 30th of any calendar year will be credited with one (1) full year of service in a listed position on July 1st of the next fiscal year, and with an additional year of service each July 1st thereafter. To be credited with their first year of service on the Salary Guide, employees hired between October 1st and June 30th of any calendar year will be required to serve in a listed position until the second July 1st following the date of their initial employment.

Section 16.7 Teaching or Coaching Duties. Employees may accept an employment appointments for teaching or coaching duties performed outside their regularly assigned work schedule with the approval of the immediate supervisor and the Academic Vice President. All such employment appointments are subject to compensation requirements per the Fair Labor Standards Act (FLSA). Such appointments shall be limited to one (1) or more courses of no more than three (3) credit hours per semester in each of the fall and spring semesters, and one (1) summer term, but it is otherwise understood that the terms and conditions of such employment are not covered by or subject to this Agreement.

ARTICLE 17.

INSURANCE, RETIREMENT, BENEFITS AND EMPLOYEE ASSISTANCE PROGRAM

Section 17.0 Available Insurance. The Employer agrees to make available the same level of group medical, dental, life, vision, and disability insurance coverages currently being provided.

If costs of coverages should increase during the second (2nd) year of this Agreement, the Employer and the Union agree to continue the same arrangement for sharing costs. Nothing within this Agreement, however, shall prohibit the Employer from considering other insurance carriers. Prior to putting any insurance contract out for

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bids to insurance carriers, the Employer shall meet and confer with the Union in regard to specifications of such contracts.

The Educator's Health Alliance (EHA) has issued a decision that effective September 1, 2015, the definition of eligible dependent shall include domestic partners and their children. As long as that decision stands, and the Employer's medical and dental insurance programs are offered through EHA, domestic partners and their children may participate as dependents for medical and dental insurance plans as long as EHA required criteria and certifications are satisfied.

Section 17.1 Medical Insurance. A medical plan will be offered which requires the employee to satisfy the lowest calendar year deductible amount offered by the insurer and a co-insurance amount with an out-of-pocket stop loss limit amount after which all other eligible medical claims will be covered for the remainder of the calendar year. The Employer will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual medical plan for the term of this Agreement, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family medical plan, the Employer will contribute toward either family plan, employee/children or employee/spouse a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the family medical plan for the term of this Agreement, with the employee responsible for the remaining amount of the cost of coverage.

When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution an employee makes toward single coverage.

Section 17.2 Dental Insurance. A PPO dental plan will be provided which covers one-hundred percent (100%) of the aggregate costs of preventive and diagnostic services, maintenance dentistry, and restorative dentistry. Such coverage will include dental services ranging from examinations, cleaning and fillings to caps, crowns, bridges and root canals. Orthodontic services will not be provided. The Employer will contribute eighty-five percent (85%) toward the cost of single dental coverage. For those employees opting for family dental coverage, the Employer will contribute seventy-five percent (75%) toward the cost of family, employee/children, or employee/spouse dental coverage. An employee must be enrolled in the group medical plan to be eligible for dental plan coverage.

When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution an employee makes toward single coverage.

Section 17.3 Flexible Spending Accounts. The Employer agrees to provide an opportunity for employees to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Employees may choose to set aside an amount from their paychecks, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

Section 17.4 Life Insurance. A life insurance plan offering group term life insurance coverage in the amount of thirty thousand dollars (\$30,000) will be provided at the Employer's

expense with the employee permitted to supplement the basic coverage with either a ten thousand dollar (\$10,000), twenty thousand dollar (\$20,000), fifty-thousand dollar (\$50,000), one-hundred thousand dollar (\$100,000), or one-hundred eighty thousand dollar (\$180,000) optional life insurance policy addition at the employee's expense. Employees may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five-thousand dollar (\$5,000) dependent life policy on a child, or ten-thousand dollar (\$10,000) coverage for a spouse at the employee's expense. Eligible coverage for children begins at six (6) months of age.

In accordance with current policy provisions, employees' life insurance benefits are reduced to 50% at seventy (70) years of age.

Section 17.5 Long-term Disability Insurance. A group long-term disability plan will be provided which will pay sixty-six and two-thirds percent (66 2/3%) of salary after ninety (90) days of continuous disability as defined by the insurance carrier. The Employer will provide seventy-five percent (75%) of the aggregate costs of this coverage.

Section 17.6 Retirement Plan. The retirement plan presently in effect shall be continued. During the term of this Agreement, the Employer contribution will be eight percent (8.0%) with the employee contribution at six percent (6.0%) of gross earnings.

New employees are eligible to participate in the retirement plan at age twenty-five (25) with two (2) years of consecutive service. Participation is mandatory at age thirty (30).

Section 17.7 Vision Insurance. The voluntary vision insurance program currently in effect will continue. The Employer shall contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

Section 17.8 Employee Assistance Program. The Employer shall make available to all its employees an Employee Assistance Program. The Employer shall pay the annual flat rate as established by the program. Any other costs shall be borne by the employee. Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain separate from other personnel materials. All employee assistance records shall remain confidential.

Section 17.9 Retirement Programs.

- a) Voluntary Retirement Settlement Program. Eligible employees who elect to surrender their right to continued employment and retire on June 30, 2016, shall in exchange for the surrender of such right, receive a financial settlement incentive of twenty-five percent (25%) of their final year base salary with payment to be made in twelve (12) equal monthly installments following termination of employment. An eligible employee must be fifty-five (55) years of age with ten (10) or more years of consecutive service within the State College System and must provide six (6) months of advanced written notice.

In addition, the employee will be permitted to remain in the group medical and dental insurance plan offered retirees by Blue Cross/Blue Shield at the time of the employee's retirement. The Employer will pay the full cost of such coverage, which includes both the cost the employee would pay if still

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employed and the cost that the Employer pays for such coverage as the employer. Coverage payments will continue for a period of twelve (12) months following retirement. Any COBRA benefits remaining will be available following cessation of the coverage payments. COBRA benefits are not available if the employee elects to enroll in the Direct Bill program. The employee shall be responsible for membership fees required by Nebraska State Education Association (NSEA).

If the retired employee reaches the age of sixty-five years (65) at any time during the twelve (12) month period of payout, at which time eligibility to participate in the BC/BS retiree plan ceases, the Employer will pay an amount equivalent to the full-cost of the Retired BlueSenior Classic Plan offered by the NSEA for the payout period remaining.

If death occurs during the payout period, the employee's beneficiaries or estate will receive any remaining incentive payments due under the terms of this program. The medical and dental benefit will terminate upon the date of death.

No employee will be coerced into participating in this Voluntary Retirement Settlement Program, or have his or her employment terminated for the purpose of preventing him or her from becoming eligible to participate.

The Program is intended to be operative through the time period indicated with salary payments and insurance coverage available only during the fiscal year following retirement.

- b) Early Retirement Incentive Program. The Program is designed to encourage the early retirement of eligible employees by offering an incentive to retire in the form of paid premiums in the group medical and dental health insurance program offered retirees by Blue Cross Blue Shield at the time of the eligible employee's retirement. The payment of premium will continue until the retired employee becomes eligible for coverage under the federal Medicare program, at which time the paid premiums shall cease. Full-time employees who have completed at least ten (10) years of continuous service within the State College System, and who are sixty (60) years of age or older are eligible to participate in this program upon providing six (6) months of advanced written notice. The employee shall be responsible for membership fees required by NSEA. In order to be eligible for this program, the employee has to meet the five (5) year Educator's Health Alliance continuous coverage requirement.

Section 17.10

Wellness Facilities. Employees and their spouses will be allowed to use, free of charge during non-working hours, those facilities belonging to the College that are used to promote wellness. Dependents of employees will be permitted to use these facilities at a reduced rate. Such facilities will be available to employees, their spouses and dependents during the facilities' normal hours of operation and when not being used for classroom instruction or program activities.

**ARTICLE 18.
TUITION PROGRAMS**

Section 18.0 Tuition Remission. A sixty-seven percent (67%) tuition remission will be available for employees and immediate family (spouse and children who are twenty-four (24) years of age or younger) members of employees who enroll at a Nebraska State College on a space available basis. The remission does not apply to fees. Although online courses have a single rate, a portion of the rate consists of fees. The remission provided for online courses will be 67% of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following conditions:

- a) The employee or immediate family member must be admitted as a student of the college and must have met all normal academic requirements for the courses taken.
- b) This tuition remission is not available to the employee or immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.

Section 18.1 Employee Tuition Waiver. Employees will be eligible to enroll for credit in course offerings during nonwork hours for one dollar (\$1.00) per course on a space available basis. Enrollment and tuition waiver under this provision will be limited to one (1) course of not more than four (4) credit hours each fall and spring semester, and one (1) summer term. One dollar (\$1.00) covers the cost of tuition for purposes of this waiver program and the one dollar (\$1.00) charge is non-refundable. Any mandatory or applicable fees which are charged with the course enrollment must be paid for by the employee. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course (beyond one dollar (\$1.00)). Waivers are subject to the following conditions:

- a) Employees must be admitted as students of the College and must have met all normal academic requirements for the courses taken.
- b) This tuition waiver is not available to employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.
- c) An employee's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment.

Section 18.2 Limitation. An employee may not enroll in courses under Section 18.0 and Section 18.1 simultaneously during the same semester. Only one (1) tuition waiver course may be taken per semester by an employee. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses.

ARTICLE 19.
LEAVE

Section 19.0 Sick Leave

a) Accrual Rates.

Employees Hired After 7-1-93. Full-time employees hired after July 1, 1993 shall accrue paid sick leave computed at the rate of eight (8) work hours per month for each calendar month of completed service, not to exceed one-thousand four hundred forty (1,440) hours [or one-hundred eighty (180) days] maximum accumulation of unused sick leave.

| | |
|---------------------------------------|-------------------------------|
| 1st year of employment and thereafter | 12 days/year or 96 hours/year |
| Maximum Accumulation | 180 days or 1,440 hours |

Employees Hired Prior to 7-1-93. Full time employees hired prior to July 1, 1993 shall accrue paid sick leave computed at the rate of eight (8) work hours per month for each calendar month of completed service during the first five (5) years of service. Additional sick leave days, not to exceed one thousand four hundred forty (1,440) hours [or one hundred eighty (180) days] maximum accumulation of unused sick leave will accrue according to the following schedule:

| | |
|------------------------------------|--------------------------------|
| 1-5 years of continuous employment | 12 days/year or 96 hours/year |
| 6th year of continuous employment | 17 days/year or 136 hours/year |
| 7th year of continuous employment | 18 days/year or 144 hours/year |
| 8th year of continuous employment | 19 days/year or 152 hours/year |
| 9th year of continuous employment | 20 days/year or 160 hours/year |
| 10th year of continuous employment | 21 days/year or 168 hours/year |
| 11th year of continuous employment | 22 days/year or 176 hours/year |
| 12th year of continuous employment | 23 days/year or 184 hours/year |
| 13th year of continuous employment | 24 days/year or 192 hours/year |
| 14th year of continuous employment | 25 days/year or 200 hours/year |
| 15th year of continuous employment | 26 days/year or 208 hours/year |
| 16th year of continuous employment | 27 days/year or 216 hours/year |
| 17th year of continuous employment | 28 days/year or 224 hours/year |
| 18th year of continuous employment | 29 days/year or 232 hours/year |
| 19th year of continuous employment | 30 days/year or 240 hours/year |
| and thereafter | 30 days/year or 240 hours/year |
| Maximum Accumulation | 180 days or 1,440 hours |

Employees with less than a 1.0 FTE position shall accrue sick leave at a proportional pro-rated amount.

- b) Reasons to Use Sick Leave. Sick leave is available when an employee is ill or injured to the extent of being unable to work. Sick leave may be taken for absences made necessary for medical appointments or by reason of illness, injury, or disability, including temporary illnesses caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, by

exposure to contagious disease which may endanger the employee or public health, or by illness in the immediate family making it necessary that the employee be absent from his or her duties.

The term "immediate family" as used in this section will be defined to include the spouse, parents, grandparents, children, stepchildren, grandchildren, legal wards, brothers, and sisters, or persons bearing the same relationship to the employee's spouse.

Sick leave is not intended as any earned time off with pay, and will not be granted as such.

- c) Employees Returning Within One Year. An employee who separates (other than for disciplinary reasons) from employment and returns to employment within one (1) year from the date of termination shall have his or her service for sick leave computed by combining prior continuous service with current continuous service disregarding such period of absence and shall have reinstated to his or her sick leave account all earned sick leave not used at the time of departure.
- d) Employees Returning After One Year. An employee who returns to employment after one (1) year or longer or who retired or voluntarily separated in lieu of retirement shall be considered a new employee (i.e., a new hire) for the purpose of sick leave entitlement.
- e) No Compensation for Unused Sick Leave, Except for Retirement or Death. All sick leaves will expire on the date of separation from employment and no employee will be reimbursed for sick leave outstanding at the time of termination, except in the case of retirement or death.
- f) Compensation at time of Retirement or Death. Employees who are eligible for retirement in the State College System will, upon termination of employment by reason of retirement, be entitled to a one-time payment of one-fourth (1/4) of their accumulated unused sick leave, with the rate of payment based upon their regular pay at the time of retirement.

Upon the death of an employee, his or her beneficiary will be paid one-fourth (1/4) of his or her accumulated unused sick leave, with the rate of payment based upon the employee's regular pay at the date of death.

- (g) Transfer Employees. An employee who is transferred within the State College System shall have his or her accrued sick leave transferred to the receiving College. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the receiving College at the discretion of receiving College. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the new employer at the discretion of the new employer.
- (h) Advancing Sick Leave. The President may advance sick leave in an amount

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not to exceed a total of forty (40) hours. Sick leave earned thereafter will be applied toward the negative sick leave account balance until the amount advanced is fully reimbursed. Upon separation from employment, employees who have been advanced sick leave shall reimburse the Employer for all advanced and unreimbursed sick leave. The Employer is authorized to deduct such amount from the employee's final pay.

- i) Medical Documentation. Medical documentation to substantiate the legitimate use of sick leave may be required by supervisors.
- j) Requesting Leave. When possible, sick leave shall be requested before the employee's shift begins with as much advanced notice as possible.

Section 19.1 Vacation Leave

- a) Accrual Rates.

Employees Hired After 7-1-93. Full time employees hired after July 1, 1993 shall, during the first and second year of employment, accrue paid vacation leave at the rate of eight (8) hours for each calendar month of service completed. Applicable accrual rates for paid vacation leave after the first two (2) years of employment, up to a maximum accumulation of two hundred eighty (280) hours, are as follows:

| | |
|----------------------------------------|----------------------|
| 1 and 2 years of continuous employment | 12 days |
| 3rd year of continuous employment | 13 days |
| 4th year of continuous employment | 14 days |
| 5th year of continuous employment | 15 days |
| 6th year of continuous employment | 16 days |
| 7th year of continuous employment | 17 days |
| 8th year of continuous employment | 18 days |
| 9th year of continuous employment | 19 days |
| 10th year of continuous employment | 20 days |
| and thereafter | 20 days |
| Maximum Accumulation | 35 days or 280 hours |

At no point in time will an employee be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty five (35) days] accumulation limit.

Employees Hired Prior to 7-1-93. Employees hired prior to July 1, 1993 shall accrue paid vacation leave at the rate of eight (8) hours for each calendar month of service completed during the first five (5) years of service. Applicable accrual rates for paid vacation leave after the first five (5) years of employment, up to a maximum accumulation of two hundred (280) hours, are as follows:

| | |
|------------------------------------|--------------------------------|
| 1-5 years of continuous employment | 12 days/year or 96 hours/year |
| 6th year of continuous employment | 15 days/year or 120 hours/year |
| 7th year of continuous employment | 16 days/year or 128 hours/year |

| | |
|------------------------------------------------------|--------------------------------|
| 8th year of continuous employment | 17 days/year or 136 hours/year |
| 9th year of continuous employment | 18 days/year or 144 hours/year |
| 10th year of continuous employment | 19 days/year or 152 hours/year |
| 11th year of continuous employment | 20 days/year or 160 hours/year |
| 12th year of continuous employment | 21 days/year or 168 hours/year |
| 13th year of continuous employment | 22 days/year or 176 hours/year |
| 14th year of continuous employment | 23 days/year or 184 hours/year |
| 15th year of continuous employment | 24 days/year or 192 hours/year |
| 16th year of continuous employment and thereafter | 25 days/year or 200 hours/year |
| Maximum Accumulation | 35 days/year or 280 hours/year |

At no point in time will an employee be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty five (35) days] accumulation limit.

Employees with less than a 1.0 FTE position shall accrue vacation leave at a proportional pro-rated amount.

- b) Reasons to Use Vacation Leave. Employees can request to use vacation leave for whatever purpose they choose.
- c) Employees Returning Within One (1) Year. An employee who has separated from employment for any reason other than disciplinary and who returns to employment within one (1) year from the date of separation will have his or her service for vacation leave accrual computed by combining prior continuous service with current continuous disregarding the period of absence.
- d) Compensation for Unused Vacation Leave. Employees upon retirement or separation from employment, will be paid for unused accumulated vacation leave. Upon the death of an employee, his or her beneficiary will be paid for the unused accumulated vacation leave. Payment rates will be based on the regular rate of pay at the time of retirement, separation or death.
- e) Approval to Use Vacation Leave. Approval of employee requests with reasonable and adequate notice for consecutive days of accumulated vacation leave will be subject to the needs of the Employer but will not be unreasonably denied.
- f) Transfer Employee. An employee who is transferred within the State College System will have his or her accrued vacation leave transferred to the receiving College. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the receiving College at the discretion of receiving College. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the new employer at the discretion of the new employer.
- g) Advancing Vacation Leave. The President may advance vacation leave in an amount not to exceed a total of forty (40) hours. Vacation time earned

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thereafter will be applied to the negative vacation balance until the advanced amount has been fully reimbursed. Upon separation from employment, employees who have been advanced vacation leave shall reimburse the Employer for all advanced and unreimbursed vacation leave. The Employer is authorized to deduct such amount from the final pay.

Section 19.2 Family and Medical Leave.

a) Eligibility. Employees with one (1) year service and who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period will be entitled to take up to twelve (12) work weeks of unpaid family leave during any twelve (12) month period for reasons related to family and medical needs. Eligible employees, male or female, may use family and medical leave:

- 1) for the birth of a child, or the placement of a child with the employee for adoption or for foster care (leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement);
- 2) to care for a spouse, child, parents, grandparents, or persons bearing the same relationship to the employee's spouse with a serious health condition;
- 3) for the employee's own serious health condition;
- 4) for any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Note: "Child" shall mean biological, adopted or foster child, a stepchild, a legal ward, or child of a person standing in loco parentis

b) Serious Health Condition. A serious health condition is defined to include:

- 1) An illness, injury, impairment, or physical or mental condition that involves either inpatient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for three (3) or more consecutive days.
- 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
- 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
- 4) Any period of absence to receive multiple treatments by health care

providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if unrelated, e.g., cancer (chemotherapy), kidney disease, (dialysis).

- c) Use of Paid Leave. Sick or vacation leave may be used at the election of the employee during family and medical leave. Although employees may retain accrued, unused vacation and sick leave, such leave shall not accrue while on family and medical leave.
- d) Requests. Requests for family and medical leave must be submitted to the Human Resource Director for approval. Appropriate medical certification or documentation may be required.
- e) Notice. To the extent possible, thirty (30) days notice will be given by the employee.
- f) Insurance Contributions. The Employer agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.
- g) Limitation. In the event two employees are both eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.
- h) National Defense Authorization Act. An employee who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act for FY 2008.

Section 19.3 Bereavement Leave. At the discretion of the immediate supervisor, up to six (6) days of paid bereavement leave may be granted to employees per fiscal year. No employee shall be unreasonably denied the use of vacation leave when such additional time is required to settle personal matters related to a death in the immediate family.

Section 19.4 Inclement Weather/College Closure Leave. When inclement weather causes College classes to be canceled, all employees, other than those required to report to work to provide emergency or other essential services, will be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the employee's supervisor. Time spent on Inclement Weather Leave will be charged against the employee's vacation leave balance or time can be made up within thirty (30) working days at the request of the employee, which request shall not unreasonably be denied. When the President declares the College closed, absences will not be charged against employee leave balances. Employees required to report to work to provide emergency or other essential services as determined by the Employer will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and the employee.

Section 19.5 Injury Leave/Workers' Compensation. Employees who are unable to work as a result of a job-related injury or disease shall be granted injury leave with pay while incapacitated for not more than five (5) of the employees normal working shifts for any particular injury. Certification or documentation of the injury or disease will be required. Such leave is not to be charged against accumulated vacation or sick leave. For details of Workers' Compensation benefits, employees are to inquire at the Human Resource Office.

Section 19.6 Civil Duty Leave. An absence with pay will be granted an employee for jury service during the actual period of service, and the employee will retain fees paid him or her as a juror; provided that the employee calls his or her supervisor to determine whether he or she should report for work upon being released from jury duty on any day prior to the end of his or her regular shift.

Absence with pay may be granted for an employee who is subpoenaed as a witness during the actual period of such service; provided that the absence is limited to that period the employee is actually compelled to be present at court, having made reasonable efforts to arrange with the subpoenaing party that the attendance would be so limited.

Copies of summons and subpoenas should be provided to the Human Resource Office in advance of the absence.

Section 19.7 Military Leave. Military leaves of absence will be granted to all employees as may be provided by state and federal law or regulation.

Section 19.8 Crisis Leave Sharing Program. Employees may contribute accrued vacation leave or compensatory hours to benefit another employee at the same College who is suffering from a catastrophic illness. Vacation leave or compensatory hours may be donated in no less than one (1) day increments. Hours donated but not used will be maintained in a crisis leave sharing pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College which shall include at least one (1) support staff bargaining unit employee.

The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety (90) days in a twelve (12) month period. To be eligible to receive donated leave, an employee must have been employed for at least twelve (12) consecutive months and have had absences of at least thirty (30) days during the prior six (6) months and have exhausted all paid leave due to his or her own serious health condition, as defined, and which has caused, or is likely to cause, the employee to take leave without pay.

The crisis leave sharing program will permit salary and health insurance continuation for those employees receiving shared leave.

Details of this program are available at the Human Resources Office.

**ARTICLE 20.
USE OF FACILITIES AND SERVICES**

- Section 20.0** Union Notice to Conduct Business at College. Duly authorized representatives of the Union, who are not employees of the College, and who provide at least twenty-four (24) hours prior notice, if possible, to the Human Resources Director, will be permitted to transact Union business on College property at reasonable times, provided that such business will not interfere with or interrupt normal college operations or the responsibilities of any employees.
- Section 20.1** Equipment/Service Access. Union representatives shall have access to use of printing, duplicating, and addressing subject to the then current use and fee requirements as applicable to other non-College related organizations.
- Section 20.2** Bulletin Boards, Email and Mail Distribution. The Union will have access to College bulletin boards and campus email for communicating union information. The Union will be responsible for removal of all such notices from such bulletin boards. General distribution of Union materials at the Colleges will be allowed in nonworking areas during both working and nonworking hours, provided that the same shall not be disruptive.

**ARTICLE 21.
UNION ACTIVITIES**

- Section 21.0** Notification of Negotiation Team Members. The Union shall provide the Vice Chancellor for Employee Relations with the names of the members of the Union negotiating team prior to the commencement of negotiations. Likewise, the Vice Chancellor for Employee Relations shall provide the Union with the names of the members of the Employer negotiating team prior to the commencement of negotiations.
- Section 21.1** Negotiation Time. Unless otherwise agreed upon by the parties, no more than six (6) employees on the Union negotiation's team will be granted leave without loss of salary to participate in negotiation sessions with the Employer including necessary travel time to and from bargaining sessions, including caucuses, occurring during a normal work shift. Immediate supervisors must be informed of and approve such leaves through the usual leave practices or procedures. Such leaves shall not be unreasonably denied.
- Section 21.2** Notice of Union Stewards and Officers. The Employer recognizes the right of the Union to designate union stewards and officers. The names of employees selected as officers and stewards shall be provided in writing to the Vice Chancellor for Employee Relations. The listing shall include the assigned area of Union responsibility for each steward. The Vice Chancellor shall be made aware of any changes in the names and assignments as they occur.
- Section 21.3** Steward Authority. The authority of stewards will be limited to, and will not exceed, the investigation, preparation, and presentation of grievances in accordance with this

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Agreement and the transmission of messages and information on behalf of the Union to and from the Employer and to and from employees. Stewards and officers may, during nonwork hours, post union notices on designated bulletin boards per Section 20.2.

Section 21.4 Employee Meetings with Stewards. Employees may discuss concerns with stewards for reasonable amounts of time during their regular work shift without loss of pay, providing that the supervisor has authorized the absence. The employee shall notify that supervisor upon return to work. Approval may not be unreasonably denied.

Section 21.5 Meetings During Nonwork Hours. The Union may hold meetings whether for the purposes of organization, solicitation of membership, or otherwise, in College facilities during nonworking hours provided that such meetings will be held in such a manner, and at such times as not to interfere with the regularly scheduled working hours or classroom schedule of the College or its employees. For the purpose of this meetings rule only, nonworking hours will ordinarily mean the normal lunch period and those hours between 5:00 p.m. in the afternoon and 8:00 a.m. in the morning during weekdays, and the hours from 8:00 a.m. Saturday to 8:00 a.m. on the following Monday for weekends. If the published hours of operation for any College differs from the prior noted schedule, the published schedule for working hours will control.

Section 21.6 Board Agenda and Materials. The System Office will notify the Union and each Union Campus Chapter President via email when the agenda and Board materials are available at the Board's website at www.nscs.edu.

Section 21.7 Union Requests for Information. Upon a written request by the Union, the Employer will annually provide the following bargaining unit information: employee names, addresses, class titles, class codes, College, pay grades, annualized wage rates, and hiring date.

Section 21.8 New Employee Orientation. An opportunity will be provided for new employees to meet with a union representative for twenty (20) minutes of work time, sometime during the employee's first week of employment in a quiet location, away from the employee's job site. The meeting may be arranged between the employee and the union representative.

ARTICLE 22. PAYROLL DEDUCTIONS

Section 22.0 Dues Authorization Form. Upon receipt of a voluntary written individual authorization order form from any employee, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. Forms shall be provided by the Union.

Section 22.1 Deductions. Deductions will be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health, dental and vision insurance, life insurance, flex 125 plans, and long-term disability insurance. Deductions will be in such amounts as will be certified to the Employer in writing by the authorized representative of the Union and will be deducted from the

next paycheck if submitted to the College payroll office by the tenth (10th) of the month or from the next month's paycheck if submitted after the tenth (10th) of the month.

Section 22.2 Discontinuing Deductions. Upon receipt of a list of employees for whom dues deductions are to stop from the Union, the Employer will discontinue the automatic payroll dues deductions from such employees.

Section 22.3 Exclusivity. No other employee labor organization will be granted or allowed to maintain payroll deductions for employees.

Section 22.4 Union Responsibility. The Employer may request confirmation from the Union regarding names on the dues deduction list to ensure accuracy as needed. If dues are deducted and remitted in accordance with the procedure specified in Sections 22.0 through 22.3 above, the Union will be solely responsible in the event of any claims that the deductions and/or remissions were improper. The Union will indemnify and hold the Employer harmless from any claims arising out of a deduction made in accordance with provisions of this Article.

ARTICLE 23. EMPLOYEE DRUG AND ALCOHOL TESTING

Section 23.0 Purpose. In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the College's property, information, equipment, and reputation, the parties agree that a program to test for drug and alcohol use shall be continued. The purpose of the program is to help in the treatment and elimination of drug and alcohol use and abuse in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Employer shall be responsible to pay for the costs of any such tests. Employees who may be required under federal law or regulations to submit to random drug and alcohol testing will be notified of the general testing requirements in writing in advance.

Section 23.1 State Law. The parties also agree that the testing program shall be conducted in accordance with the provisions outlined in Sections 48-1901 through 48-1910 of the Nebraska Revised Statutes relating to drug and alcohol testing of employees. If applicable state laws change, the Employer and the Union shall meet and negotiate any related impact to the provisions in this Article.

The provisions outlined in the Nebraska Drug Testing Act relating to the methods employed to test, and the use, requirements, release, and disclosure of test results, specimen preservation, and chain of custody, will control the manner in which the testing program is conducted. Except for a confirmatory breath test as provided in Section 48-1903, all confirmatory tests shall be performed by a clinic, hospital, or laboratory which is certified pursuant to the federal Clinical Laboratories Improvement Act of 1967, 42 U.S.C. 263a.

Section 23.2 Work Hours. For purposes of the testing program, the employee shall be considered to be on work time during the administration of drug and alcohol testing. All time used under this testing process shall be considered time worked for purposes of wages and overtime.

Section 23.3 Treatment. Employees may be granted leave time for drug or alcohol treatment. Employees may request to use available vacation, sick, holiday, or compensatory time. Nothing herein shall be construed to diminish any rights which may apply under the ADA, FMLA, or other relevant laws or the employer's right to take appropriate disciplinary action.

Section 23.4 Test Results. The testing vendor will send results to the Employer. A copy of the test results shall be forwarded to the employee by the Employer.

Section 23.5 Discussions Concerning Alcohol or Drug Use. Discussions by supervisors or the Human Resource Director with an employee concerning alcohol or drug use can be witnessed by a Union representative if the employee requests. This shall not diminish the rights of the employee provided under this Agreement.

Section 23.6 Supervisor Training. The Employer shall provide certified professional training to supervisors and to employees for understanding their roles for a drug-free workplace.

ARTICLE 24. WORKPLACE CONCERNS AND SAFETY ISSUES

Section 24.0 Workplace Concerns. Employees may report workplace concerns to his/her supervisor or the Director of Human Resources. Concerns will be reviewed, considered and addressed as needed.

If any employee has reason to believe that they or another employee has been unlawfully harassed or discriminated against, that employee should report the violation to a supervisor, the Director of Human Resources or Vice President. If the reporting employee feels that the report does not achieve satisfactory results, a second report should be made to another administrator.

Section 24.1 Safety Committee. A Safety Committee shall be established and maintained at each College. The Union shall be allowed to appoint two (2) employees to the College Safety Committee. The parties to this Agreement will comply with all applicable state and federal laws relating to workplace safety and safe working conditions. Whenever an employee becomes aware of a condition which the employee feels is a violation of an institutional safety or health rule or regulation, the employee will report such conditions to their immediate supervisor who will promptly investigate such condition. If concerns are not adequately addressed at the immediate supervisor level, written concerns may be forwarded to the College Safety Committee.

Section 24.2 Protective Devices and Safety Equipment. Protective devices and safety equipment shall be provided to employees who work in a hazardous environment. The employee will be responsible for the proper use of such devices and equipment. Training sessions for the proper use of such devices and safety equipment will be provided in accordance with the provisions outlined in Section 6.4 of this Agreement.

2015-2017 NAPE Agreement

Dated this 21st day of January 2015.

BOARD OF TRUSTEES FOR
NEBRASKA STATE COLLEGES

By: Michelle Suarez
Michelle Suarez, Board Chair

By: Stan Carpenter
Stan Carpenter, Chancellor

By: Kristin Petersen
Kristin Petersen
Chief Negotiator, NSCS

NEBRASKA ASSOCIATION OF
PUBLIC EMPLOYEES

By S: Brenda Brown
Brenda Brown Team Member, Chadron

By S: Sandra K. Mefferd
Sandra Mefferd Team Member, Chadron

By S: Hal C. Eltiste
Hal Eltiste Team Member, Peru

By S: Thomas R. Schmitz
Thomas Schmitz Team Member, Wayne

By S: Rick Gathje
Rick Gathje Team Member, Wayne

By: Ted Buri
Ted Buri, NAPE/AFSCME

S/: denotes electronic signature

APPENDIX A
Support Staff Position Salary Guide 2015-17

| | | 5years | 10years | 15years | 20+ |
|---------------------------------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | Mid-Point | 4 | 5 |
| Salary Grade 3 | | | | | |
| Annual | 19,281.60 | 22,006.40 | 24,752.00 | 27,476.80 | 30,201.60 |
| Monthly | 1,606.80 | 1,833.87 | 2,062.67 | 2,289.73 | 2,516.80 |
| Hourly | 9.27 | 10.58 | 11.90 | 13.21 | 14.52 |
| Accounting Clerk I | | | | | |
| Office Assistant I | | | | | |
| Salary Grade 4 | | | | | |
| Annual | 20,737.60 | 23,691.20 | 26,624.00 | 29,577.60 | 32,531.20 |
| Monthly | 1,728.13 | 1,974.27 | 2,218.67 | 2,464.80 | 2,710.93 |
| Hourly | 9.97 | 11.39 | 12.80 | 14.22 | 15.64 |
| Academic Records Clerk | | | | | |
| Custodian | | | | | |
| Library Assistant | | | | | |
| Mail Clerk | | | | | |
| Maintenance Repair Worker I | | | | | |
| Security Officer I | | | | | |
| Salary Grade 5 | | | | | |
| Annual | 22,318.40 | 25,459.20 | 28,620.80 | 31,761.60 | 34,923.20 |
| Monthly | 1,859.87 | 2,121.60 | 2,385.07 | 2,646.80 | 2,910.27 |
| Hourly | 10.73 | 12.24 | 13.76 | 15.27 | 16.79 |
| Accounting Clerk II | | | | | |
| Office Assistant II | | | | | |
| Medical Assistant | | | | | |
| Salary Grade 6 | | | | | |
| Annual | 23,940.80 | 27,331.20 | 30,721.60 | 34,132.80 | 37,502.40 |
| Monthly | 1,995.07 | 2,277.60 | 2,560.13 | 2,844.40 | 3,125.20 |
| Hourly | 11.51 | 13.14 | 14.77 | 16.41 | 18.03 |
| Computer Operator | | | | | |
| Custodial Leader | | | | | |
| Library Technician | | | | | |
| Maintenance Repair Worker II | | | | | |
| Salary Grade 7 | | | | | |
| Annual | 25,771.20 | 29,411.20 | 33,072.00 | 36,691.20 | 40,352.00 |
| Monthly | 2,147.60 | 2,450.93 | 2,756.00 | 3,057.60 | 3,362.67 |
| Hourly | 12.39 | 14.14 | 15.90 | 17.64 | 19.40 |
| Academic Credentials Technician | | | | | |
| Accounting Clerk III | | | | | |
| Facility Operations Assistant | | | | | |
| Office Assistant III | | | | | |
| Security Officer II | | | | | |

APPENDIX A
Support Staff Position Salary Guide 2015-17

| | | 5years | 10years | 15years | 20+ |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | Mid-Point | 4 | 5 |
| Salary Grade 8 | | | | | |
| Annual | 27,684.80 | 31,574.40 | 35,505.60 | 39,436.80 | 43,347.20 |
| Monthly | 2,307.07 | 2,631.20 | 2,958.80 | 3,286.40 | 3,612.27 |
| Hourly | 13.31 | 15.18 | 17.07 | 18.96 | 20.84 |
| Automotive Mechanic | | | | | |
| Maintenance Repair Worker III | | | | | |
| Publications Technician | | | | | |
| Salary Grade 9 | | | | | |
| Annual | 29,744.00 | 33,945.60 | 38,168.00 | 42,390.40 | 46,592.00 |
| Monthly | 2,478.67 | 2,828.80 | 3,180.67 | 3,532.53 | 3,882.67 |
| Hourly | 14.30 | 16.32 | 18.35 | 20.38 | 22.40 |
| Electrician | | | | | |
| Office Assistant IV | | | | | |
| Salary Grade 10 | | | | | |
| Annual | 31,948.80 | 36,483.20 | 40,996.80 | 45,531.20 | 50,086.40 |
| Monthly | 2,662.40 | 3,040.27 | 3,416.40 | 3,794.27 | 4,173.87 |
| Hourly | 15.36 | 17.54 | 19.71 | 21.89 | 24.08 |
| Broadcast Engineer | | | | | |
| Maintenance Repair Worker IV | | | | | |
| Salary Grade 11 | | | | | |
| Annual | 34,361.60 | 39,228.80 | 44,075.20 | 48,963.20 | 53,809.60 |
| Monthly | 2,863.47 | 3,269.07 | 3,672.93 | 4,080.27 | 4,484.13 |
| Hourly | 16.52 | 18.86 | 21.19 | 23.54 | 25.87 |
| Electrician Master | | | | | |
| Salary Grade 12 | | | | | |
| Annual | 36,254.40 | 41,350.40 | 46,488.00 | 51,604.80 | 56,721.60 |
| Monthly | 3,021.20 | 3,445.87 | 3,874.00 | 4,300.40 | 4,726.80 |
| Hourly | 17.43 | 19.88 | 22.35 | 24.81 | 27.27 |