



# Nebraska State College System

CHADRON | PERU | WAYNE

March 6, 2023

Mr. Brandon Metzler  
Clerk of the Legislature  
Nebraska State Legislature  
State Capitol – Room 2028  
Lincoln, NE 68509

Dear Mr. Metzler:

Enclosed are the Chief Negotiator's reports required under Neb. Rev. State. §81-1384, of the State Employee Collective Bargaining Act, for 2023-2025 labor negotiations between the Board of Trustees of the Nebraska State Colleges and the State College Education Association (SCEA); the Nebraska State College System Professional Association (NSCPA); and, the Nebraska Association of Public Employees, Local #61, of the American Federation of State County and Municipal Employees (NAPE/AFSCME).

Sincerely

Kristin Divel  
Chief Negotiator

Enclosures

cc: Lt. Gov. Joe Kelly  
President of the Legislature

Senator John Arch  
Speaker of the Legislature

Senator Robert Clements  
Chairperson of the Appropriations Committee

Senator Merv Riepe  
Chairperson of the Business and Labor Committee



# Nebraska State College System

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## Report of the Status 2023-2025 Negotiations Between the Board of Trustees of the Nebraska State Colleges and the State College Education Association

March 6, 2023

The Board of Trustees of the Nebraska State College (Board) and the State College Education Association (SCEA) commenced bargaining for the 2023-2025 biennium on August 30, 2022. Collective bargaining ended on December 19, 2022.

We received notice the Agreement had been ratified by the SCEA membership on January 11, 2023. The Board approved the terms of the Agreement on January 12, 2023.

On July 1, 2023, employees will received a 4.25% annual increase. On July 1, 2024, employees will receive a 4.25% annual increase. Over the biennium, the combined unit payroll increases cost including benefits is \$1,929,421.

A copy of the completed 2023-2025 Agreement between the Board and SCEA is attached.

Submitted by:

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



Nebraska State  
College System

CHADRON | PERU | WAYNE

2023-2025

Agreement between

The Nebraska State Colleges  
Board of Trustees  
(Employer)

and the

State College  
Education Association (SCEA)

July 1, 2023

**TABLE OF CONTENTS**  
**2023-2025 SCEA AGREEMENT**

	Page
Agreement .....	1
Article I – Recognition .....	1
Article II – Nondiscrimination and Workplace Environment .....	1
Article III – Statement on Academic Freedom .....	3
Article IV – Intellectual Property Rights .....	3
Article V – Program and Working Conditions .....	4
Article VI – Personnel Files .....	9
Article VII –Performance Evaluation .....	10
Article VIII – Professional Development .....	12
Article IX – Grievance Procedure .....	15
Article X – Wages .....	18
Article XI – Fringe Benefits.....	23
Article XII – Use of Facilities and Services .....	30
Article XIII – Association Activities.....	31
Article XIV – Reduction in Force (Lay Off).....	31
Article XV – Promotion and Tenure.....	33
Article XVI – Dismissal.....	40
Article XVII – Board Policy .....	45
Article XVIII – Miscellaneous.....	46
Article XIX – Duration and Limitations of Contract.....	46
Article XX – Hiring.....	47

**AGREEMENT  
2023-2025**

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 AND WORKPLACE ENVIRONMENT**

**Section 2.1 Equal Opportunity**

The Board and SCEA 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, sexual orientation, gender identity, 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, ability to perform the required tasks, 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, sexual orientation, gender identity, 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 II of the Americans with Disabilities Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act. Inquiries regarding non-discrimination policies and practices may be directed to the Compliance Coordinators assigned at each College and identified on each college website.

The Board is committed to providing a workplace environment free of unlawful harassment and/or discrimination in accordance with applicable federal and state laws. Unlawful harassment or discrimination of employees in regard to race, color, national origin, age, sex, sexual orientation, gender identity, religion, disability is prohibited. Unlawful harassment includes, without limitation, verbal harassment (derogatory comments and/or slurs, negative stereotyping, intimidating behavior), physical harassment (assault or physical interference), visual harassment (posters, cartoons, drawings, or improper written or graphic material), and innuendo.

If any faculty member has reason to believe that he or she has been unlawfully harassed and/or discriminated against, that faculty member should report the violation to a Dean, the Human Resources Director, or a Vice President. Faculty members who feel an immediate threat may contact Campus Security. If the reporting faculty member feels that the report does not achieve satisfactory results, a second report should be made to another administrator. All reports shall be promptly and thoroughly investigated.

## **Section 2.2 Safety Committee**

A Safety Committee shall be established and maintained at each College. The Committee shall adopt and maintain an effective written injury prevention program. The Committee may also address workplace safety, campus environmental and health concerns. Faculty Senate is allowed to appoint up to three (3) faculty members to the Committee and then shall provide those names to the Committee Chair. Committee attendance and related Committee work shall be considered time worked as service to the campus.

**ARTICLE III.  
STATEMENT ON ACADEMIC FREEDOM AND SHARED GOVERNANCE**

The Board and SCEA recognize and accept the principles of academic freedom and shared governance as delineated in the Higher Learning Commission's criteria for accreditation.

**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. Upon request, faculty members shall provide information related to how grades are determined. This can include, but may not be limited to, the grading scale if it is not presented in the syllabus, assignments and the associated directions, rubrics, and weights assigned to each grade.

**Section 4.3 Patents and Inventions**

In cases where patents and inventions are, or will be, created by a faculty member by using substantial College resources, the Board and the faculty member may negotiate a joint ownership arrangement.

“Substantial College resources” are resources above and beyond those typically provided to faculty members. Substantial College resources may consist of payment received in the form of a stipend and/or release time from regularly assigned duties; direct investment by the College through the use of professional development funds, equipment, supplies, facilities or paid staff time; the College's purchase of any specialized equipment, service, license, hardware, software, or supplies for the project; and/or use of the College's computing resources.

**ARTICLE V.  
PROGRAM AND WORKING CONDITIONS**

**Section 5.1 Academic Calendar and Contract Period**

The Chancellor is responsible for decisions regarding the academic calendar, pursuant to recommendations from the Presidents. The beginning and end dates for the academic year are noted on a five year calendar and published on the NSCS web site. Changes to the academic calendar will be made with as much notice as possible.

The faculty employment contract period extends from one (1) business 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. 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 (recognized by the United States Department of Education or the Council for Higher Education Accreditation) or applicable state regulations.

Upon mutual agreement of the faculty member and Dean, instructional hours can be assigned during the fall and spring semesters in excess of 12 credit hours without triggering overload obligations. Such agreement shall be documented in writing.



Any academic year instructional credit hours above twenty-four (24) will receive overload compensation per Section 10.6. Instructional loads with fewer than twenty-four (24) credit hours will be assigned additional duties. The balance of the thirty (30) credit hour workload will be credited to scholarly and service activities.

Online instructional credit hours are identified through an academic planning process developed at each College. Faculty may be assigned online instructional credit hours at any institution in the Nebraska State College System as part of the faculty member's regular academic year workload and/or for overload hours.

### **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.

Existing workload adjustment practices will remain in place at each College, unless revised adjustments are agreed upon by the local chapter of SCEA and the Chancellor.

### **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 three weeks prior to the start of the semester. The notice of teaching assignments shall include the modality of the course. Changes in assignments or modality may occur as necessary in exceptional circumstances.

### **5.2.4 Directed Study, Special Projects and Independent Study Courses**

Directed study, special projects and independent study courses will be offered with the approval of the faculty member and at the Dean's discretion. Faculty teaching directed study, special projects 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. If a directed or independent study course is opened for additional enrollments and at least six (6) students are enrolled, the course will be counted as load and/or overload and compensation per Section 10.6 instead of compensation set at the rate of two-third (2/3) tuition assessed.

### **5.2.5 Course Modality**

Course modality is identified through an academic planning process developed at

each College. However, the President reserves the right to make the final decision regarding course modalities.

### **Section 5.3 Advising**

All faculty members are responsible for providing academic advising to 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 Blended Courses**

An online course is defined as seventy-five percent (75%) or more of the course instruction delivered via the Internet.

A blended course is distinctly different than teaching two sections of a specific course. A blended course has two separately registered groups of students enrolled in the same course at one specific College: online students and students who receive instruction face to face in the classroom. In a blended course, there are students physically attending in the classroom as well as students attending via the Internet from one or more remote locations. Students attending remotely receive instruction synchronously (or through a recording of that specific live session) with the students in the classroom during set class meeting times. A blended course has a single syllabus and a common set of assignments, schedule, and curriculum.

Faculty members who are, at the President's sole discretion, assigned to teach online or blended courses for the first time, will be provided notification as soon as possible but no later three weeks prior to the start of the semester unless exceptional circumstances exist that prevent meeting the deadline. Training in the operation of the technical equipment and resources such as hardware and software necessary to design and deliver the course will be provided to faculty members. Technical and pedagogical assistance in the preparation of materials for blended and online courses will also be provided.

Online and blended 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.

The incentive pay for blended courses is \$250 per course, which will be prorated

for courses less than or more than three (3) credit hours.

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

Online or blended courses will be treated similarly to 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 or blended 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 online or blended 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. Whether or not additional compensation is offered to the faculty member for the development of the course is the decision of the College. The faculty member has the right to accept compensation or refuse compensation and retain the ownership rights of the materials developed for the course.

## **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. Faculty shall establish office hours, between 7:00 a.m. and 6:00 p.m. Reasonable allowances for office hours may be arranged upon mutual consent between the faculty member and the Dean. Faculty denied a reasonable allowance from the Dean may ask the Academic Vice President to review the decision. The Vice President's decision will be final.

### **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) business 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 institutions of higher education outside the Nebraska State College System during the contract period without permission from the Vice President for Academic Affairs. Such permission must be secured in advance for each employment instance.

### **Section 5.6 Professional Development Courses**

Faculty members may voluntarily teach professional development courses approved by the College but offered by a third party. Courses do not count toward load calculations. Faculty members are free to negotiate compensation with the appropriate third party or teach the course for no additional compensation. Teaching professional development courses may also count as part of community and/or professional services duties. VPAA approval is required.

**Section 5.7 Resignation/Retirement Notice Pay**

If a written resignation or retirement notice for the following academic year is received by October 15, the Board shall pay the faculty member \$2,000. Payment shall be made in conjunction with the faculty member's final pay.

**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 within twenty-five (25) business days.

**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.

**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; however, tenured Professors may be evaluated on a less frequent cycle at the discretion of Dean. Faculty members and SCEA shall be informed of changes in the evaluation cycle and documentation requirements in advance of any change being implemented. The evaluation period will be January 1<sup>st</sup> through December 31<sup>st</sup> with evaluation materials due to the Dean by January 30<sup>th</sup> following completion of the evaluation period. Faculty members in their second year of

faculty employment will be evaluated prior to December 1<sup>st</sup>. All evaluation procedures, as described below and concluding with a conference of the Dean and each faculty member, shall be completed prior to April 1<sup>st</sup> 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. However, if a resignation, retirement, non-renewal or dismissal is pending, an evaluation is not required and satisfactory performance will not be assumed by default.

#### **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. Information and learning management system (LMS) data may be gathered as evidence regarding timely feedback to students on graded assignments.

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) business 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 blended 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, the Dean 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. 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. Any identified areas of concern and performance improvement plans will be noted in the Summary of Improvement section of the evaluation. No overall performance rating of "unsatisfactory" 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 or rebuttal on the evaluation within ten (10) business days of receipt. 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, and 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, ability to perform the required tasks, 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.

Faculty under performance improvement plans are not eligible for a sabbatical.

Each semester of sabbatical is considered as the equivalent of twelve (12) hours of teaching load.

Applications for sabbaticals shall be submitted according to a deadline established by the Academic Vice President, but no later than December 1<sup>st</sup> 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 1<sup>st</sup>. If an application is denied, the President shall inform the faculty member of the reason(s) in writing. The President's decision regarding sabbatical applications is a nongrievable matter.

At the discretion of the President, sabbatical assignment compensation may be set at full pay for one academic semester, or one-half (1/2) pay for the academic year. 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.

Faculty are not required to submit sick leave; bereavement leave or civil leave requests while on sabbatical.

## **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.

Faculty under performance improvement plans are not eligible for a leave of absence.

Each semester of leave is considered as the equivalent of twelve (12) hours of teaching load.

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 are not required to submit sick leave; bereavement leave or civil leave requests while on the leave of absence.

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. The professional development budget shall be funded annually at an amount no less than \$350 times the number of members in the SCEA bargaining unit.

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 courses.
- f) Tuition support for faculty members to take courses.

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 are mandatory 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 an alleged violation of this Agreement, or other terms and conditions of employment, and filed in accordance with the terms of this Article.

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

#### **Section 9.4 Informal Grievance**

Prior to the filing of a formal grievance, 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 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 and any witnesses known at the time;
- e) the specific provisions of the Agreement or policies that are alleged to have been violated; and
- f) the remedy that is sought.

If the grievance refers to documents, copies of such documents shall be attached.

## 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) business 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) business 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) business 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) business 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) business 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) business 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) business 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) business 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) business days following receipt of the recommendation of the Grievance Advisory Committee.

- c) **Step 3.** The grievant shall have ten (10) business 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) business 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. Retaliation by the Board or SCEA is prohibited.

### **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 2023-2024, each returning faculty member shall receive a four and one-quarter (4.25%) percent increase above the prior year base salary, except that a faculty member with an overall performance rating of unsatisfactory shall not receive an annual increase.
- b) For 2024-2025, each returning faculty member shall receive a four and one-quarter (4.25%) percent increase above the prior year base salary, except that a faculty member with an overall performance rating of unsatisfactory shall not receive an annual increase.
- c) Faculty earning new doctorates will be awarded an additional three thousand dollars (\$3,000) upon receipt by the 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 1<sup>st</sup> 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.
- e) There will be an increase in rank base salary (promotion base) for 2023-2024 and for 2024-2025 as noted below.

The following 2023-2024 and 2024-2025 rank base salaries (promotion base) shall apply to all faculty members beginning work prior to the Fall 2023 semester.

2023-2025 SCEA Agreement

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	2023-2024 Increase	Rank Promotion	2023-2024 Base Salaries
Professor	4.25%		\$81,380.00
Associate	4.25%		\$69,276.00
Assistant	4.25%		\$59,372.00

	2024-2025 Increase	Rank Promotion	2024-2025 Base Salaries
Professor	4.25%		\$84,839.00
Associate	4.25%		\$72,220.00
Assistant	4.25%		\$61,895.00

- 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 2023-2024 and for 2024-2025 as noted below.

The following 2023-2024 and 2024-2025 new hire rank base salaries shall apply to all faculty members hired to begin work in the first semester of the 2023-2024 or 2024-2025 academic years:

	2023-2024 Increase	New Hire Rank	2023-2024 Base Salaries
Professor	4.25%		\$74,474.00
Associate	4.25%		\$63,433.00
Assistant	4.25%		\$54,343.00
Instructor	4.25%		\$43,847.00



	2024-2025 Increase	New Hire Rank	2024-2025 Base Salaries
Professor	4.25%		\$77,639.00
Associate	4.25%		\$66,129.00
Assistant	4.25%		\$56,653.00
Instructor	4.25%		\$45,710.00

- 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 a violation of this Agreement.

**Section 10.4 Appointment Notification**

Annual employment contracts specifying salaries shall be issued to faculty members as soon as possible following the Board's June meeting. Faculty members shall be notified of the expected date of contract delivery each year no later than April 30<sup>th</sup> by email to their College email address. 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.

Annual employment contracts shall be sent to faculty by email to their College email address. Faculty members who have received the annual employment contract but willfully refuse to sign and return the signed contract within twenty (20) calendar days may be considered to have resigned. Employment contract forms shall contain a warning regarding the voluntary resignation provision. Attempts to contact faculty members and evidence that the contract was sent and received shall be documented by the Human Resources Office.

**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 pay rate, whichever is higher. If assigned more than twelve (12) instructional workload credit hours in a semester, any credit hour beyond twelve (12) instructional credit hours shall be considered an overload credit hour unless an alternative arrangement has been agreed upon

by the faculty member and Dean in accordance with Section 5.2.1. Any credit hours beyond twenty-four (24) in an academic year will be considered an overload. Faculty members have the choice whether or not to accept overload assignments. Faculty will only be paid once for the same overload hours.

The overload rate for graduate courses during the regular academic semester shall be computed at the rate of two and one-quarter percent (2.25%) of the faculty member's academic year salary per credit hour. When a faculty member has an overload, the overload will be considered a graduate overload to the extent that the faculty member teaches graduate courses that particular semester. Dual-listed courses (courses that enroll both undergraduate and graduate students) are excluded from this rate.

Overload compensation contracts will be issued as soon as possible.

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. Credit hours shall be adjusted for laboratory and/or graduate courses in a manner consistent with course load practice during the regular term.

#### **Section 10.8 Summer Contracts**

Faculty are not obligated to accept summer teaching or non-instructional assignments. If faculty agree to accept summer teaching or non-instructional assignments during the summer, compensation shall be provided and an employment contract shall be signed by the faculty member and President.

Campus administrations shall attempt equitable distribution of summer employment, consistent with the demand of individual programs. Summer contracts will be issued prior to the start of each semester and/or course start date.

#### **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, may be compensated by the provisions of the award. Such compensation may be independent of base salary compensation at the discretion of the President. Such compensation will be independent of base salary compensation, if required by the grant award.

**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 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 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.

**Section 10.13 D- or J-Term Compensation**

Compensation for the three-week December Term (D-Term) and/or a January Term (J-Term) for faculty shall be paid at the rate of two and one-half percent (2.5%) of the faculty member's academic year salary per credit hour.

**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.

The definition of eligible dependent shall be as provided by the insurance carrier selected by the Board, unless otherwise provided by law.

### **Section 11.2 Medical Insurance**

A medical plan will be offered with appropriate state-wide network coverage which requires the faculty member to satisfy the lowest calendar year deductible amount offered through the Educators Health Alliance (EHA). 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 by the Board 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 PPO dental plan will be provided with appropriate state-wide network coverage which covers 100% of preventive, diagnostic, maintenance, and restorative services of in-network providers. Orthodontic services are not covered. The Board will contribute eighty-five percent (85%) toward the cost of individual employee dental coverage and seventy-five percent (75%) toward the cost of family, employee/children or employee/spouse dental coverage. Faculty members who elect insurance coverage must enroll in both the medical and dental plans.

When both members of a married couple are employed by the Board and request family coverage, each faculty member will be required to contribute an amount equal to the individual employee plan premium.

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 at a minimum 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 a minimum of ten thousand dollar (\$10,000) optional life insurance policy addition at the faculty member's expense. Faculty members may also purchase a minimum of a two thousand dollar (\$2,000) dependent life policy on a spouse and child, or a minimum of a five thousand dollar (\$5,000) dependent life policy on a child, or a minimum of a 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) business 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. Faculty members who have separated from employment and return after a break in service

shall not have prior sick leave balances reinstated.

Sick leave hours shall be calculated in the following manner:

- a) If the faculty member is unable to fulfill all assigned teaching obligations for the day, the faculty member will be charged eight (8) hours of sick leave for the day.
- b) If the faculty member is only able to fulfill part of the assigned teaching obligations for the day, the faculty member will be charged four (4) hours of sick leave for the day.
- c) If the faculty member is able to perform all assigned teaching obligations but not established office hours and/or required meetings, four (4) hours of sick leave will be charged for that day.

#### **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

- b) member for adoption or for foster care;  
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 more than three (3) 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 must be used during family and medical leave before unpaid FMLA leave begins. Sick leave shall not accrue while on unpaid family and medical 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.

### **Section 11.11 Bereavement Leave**

Faculty members may be granted paid bereavement leave for up to six (6) days during each academic year. Generally, bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future. 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 and professional development 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 faculty members 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. 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. 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.

To receive tuition benefits, faculty members must submit and have approved a tuition remission/waiver request form no later than the tuition payment due date for that term. Benefits will not be provided retroactively.

### **Section 11.13 Crisis Leave Donations**

(a) Faculty members may contribute accrued sick leave to benefit another employee at the same College who is suffering from a catastrophic illness, who is unable to report to work due to pandemic quarantine measures or who is a new parent. 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 exhausted all paid leave. The crisis leave-sharing program will permit salary and health insurance continuation for those employees receiving shared leave.

The crisis leave pool at each College may not exceed 7,500 donated hours. However, donations received prior to 7-1-2023 will remain in the crisis leave pool but no new donations will be accepted until the pool balance is below the maximum number of 7,500 hours.

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

(b) New Parents. Within the first twelve (12) months following the birth or adoption of a child, a faculty member may request up to thirty (30) workdays of crisis leave donations. For faculty members eligible for FMLA, crisis leave donations shall count against the 12 weeks FMLA leave. Donations are not for intermittent use; donations may be used for up to thirty (30) consecutive workdays.

### **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 Personal Leave**

Two (2) days of leave each academic year may be requested for personal needs or exigencies. This leave is available in whole day increments only. Approval shall be at the discretion of the Dean and is a nongrievable matter. Human Resources will be notified for leave record requirements. Faculty denied personal leave from the Dean may ask the Academic Vice President to review the decision. The Vice President's decision will be final.

**Section 11.16 Civil Duty Leave**

An absence with pay will be granted a faculty member for jury service or election service during the actual period of service, and the faculty member will retain fees paid him or her as a juror or election worker.

Absence with pay may be granted for a faculty member who is subpoenaed as a witness during the actual period of such service; provided that the absence is limited to that period the faculty member 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 and the Dean should be notified in advance of the absence.

**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 prior to the commencement of bargaining. 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. 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 the reduction in force within the time limits established by the Board. The President shall provide the advisory committee with criteria and data that will be considered to determine program viability. The advisory committee shall also consider academic programs and academic services. 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 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.

Faculty members who are recalled within two (2) years following the layoff, will

have tenure, rank, and salary held at the time of layoff reinstated. Service time accrued at the time of layoff will also be restored.

**Section 14.7 Reassignment**

Once a faculty member has received a layoff notice, the Board shall provide an opportunity for the faculty member to be interviewed for alternative employment in current faculty, professional staff and support staff vacant positions for which the faculty member is qualified within the College. This opportunity for employment in professional and support positions can be provided to the faculty member only after the Board has complied with contract rights guaranteed to employees covered by the NAPE/AFSCME and NSCPA Bargaining Agreements.

**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.

**Section 14.9 Unemployment**

Human resource information provided in response to unemployment claims for faculty members who have been laid off will clearly identify the layoff, not misconduct, as the reason for the separation from employment.

**ARTICLE XV.  
PROMOTION AND TENURE**

**Section 15.1 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 15.3.

## Section 15.2 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; and,
  - 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) An earned Doctorate, or other appropriate terminal degree in a discipline related to the area of the teaching assignment; or,
  - 2) A Master's degree followed by thirty (30) semester hours of study applicable toward an advanced degree in a discipline related to the area of the teaching assignment and three years of teaching 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 15.3 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 and curriculum development, assessment of student learning);
  - vi) 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;
  - viii) mentoring and advising students outside faculty member's assigned area;
  - ix) student recruitment and retention activities; and,
  - x) representing the College at events and activities.

#### Section 15.4 Promotion Process

Each College shall have its own internal process for recommending promotion for approval to the President. The College Rank Promotion and Tenure Committee, a sub-committee of Faculty Senate, shall develop and recommend a process for approval by 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 15<sup>th</sup> of each academic year. After consulting with the Academic Vice President and in consideration of the Rank Promotion and Tenure Committee recommendation, the President shall decide whether the faculty member's performance meets the standards set forth in Section 15.3 and 15.4.

The President shall inform the faculty member in writing by April 1<sup>st</sup> 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 the Academic Vice President's office.

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

#### **Section 15.5 Effective Date of Promotions**

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

#### **Section 15.6 Award of Tenure**

Each College shall have its own internal process for recommending tenure for approval to the President. The College Rank Promotion and Tenure Committee, a sub-committee of Faculty Senate, shall develop and recommend a process for approval by the President.

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 exist 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, not with the Nebraska State College System.

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

Tenure to an academic unit is awarded by the President following a review process with recommendations submitted on March 15<sup>th</sup> by the Academic Vice President. Tenure review will include:

- a) peer review;
- b) Include provisions for student evaluation;
- c) appropriate administrative review and recommendations; and,
- d) 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 XVI.

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 1<sup>st</sup> of the recommendations of the 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 unlawful 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 15<sup>th</sup>.

### **Section 15.7 Service Requirements for Tenure Eligibility**

Faculty members shall apply for tenure no later than the sixth (6<sup>th</sup>) 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 (7<sup>th</sup>) 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 (6<sup>th</sup>) 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 (2<sup>nd</sup>) year of probationary service to the institution with tenure to be awarded in this instance no sooner than the third (3<sup>rd</sup>) year of employment with the College.

#### **Section 15.8 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 15.9 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 15.10 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 15.11 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 XVI. DISMISSAL**

#### **Section 16.1 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 (2<sup>nd</sup>) year of service and following the second (2<sup>nd</sup>) year notice deadline, by May 30 prior to the final year of appointment.

<b>Notice Dates Non-Renewal</b>	
<b>Non-tenured Faculty</b>	
Prior to March 1	Personal conference and written notice of non-renewal of contract in 1 <sup>st</sup> year of service
Prior to December 15	Personal conference and written notice of non-renewal in 2 <sup>nd</sup> year of service
Prior to May 30	Personal conference and written notice of non-renewal at conclusion of following year in 3 <sup>rd</sup> 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 member's personnel file. Reasons are not subject to grievance or hearing procedure.

**Section 16.2 Cause Defined**

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

- a) professional incompetence;
- b) unprofessional conduct;
- c) unlawful conduct;
- d) disregard for established policies or procedures, to the detriment of students, employees, or the College itself;
- e) insubordination; and,
- f) neglect of duty.

**Section 16.3 Personal Conference**

Prior to submitting a Recommendation for Dismissal to the President, the Dean and the Academic Vice President shall meet and discuss a draft of the Recommendation for Dismissal with the faculty member. Notification regarding the

purpose of this Section 16.3 meeting shall be provided to the faculty member in writing prior to the meeting. The faculty member shall also be notified in writing of the right to have SCEA representation attend the meeting.

#### **Section 16.4 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 the dismissal recommendation.

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 16.5 Advisory Committee Selection Process**

An Advisory Committee will conduct hearings requested by faculty members pursuant to Section 16.4. 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 16.6 Advisory Committee Procedures**

The President shall schedule 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, unless the President and the faculty member agree in writing to hold the hearing more than thirty (30) business days after 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. The Advisory Committee shall be assigned legal counsel to provide legal advice to the Advisory Committee to ensure that substantive and procedural due process is afforded to the parties during the hearing. The President shall appoint such legal counsel and pay for the cost of the legal services.

#### **Section 16.7 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 16.8 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 16.9 Response to President 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 16.10 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, then the Hearing Officer shall submit a recommendation to the Chancellor at the

conclusion of the hearing, as to whether or not the 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, Chancellor, on behalf of the Board, shall issue a written decision stating the reasons therefore within thirty (30) business days.

**Section 16.11 Hearing Date**

The date for a hearing 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 16.12 Chancellor Decision**

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

**Section 16.13 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, College administrators, or witnesses shall be avoided. As a personnel proceeding, the hearing proceedings are confidential. Hearings will be closed to the public.

**Section 16.14 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 16.15 Investigatory Suspension and Employment Status**

A faculty member who is under investigation for misconduct or who has been recommended for dismissal for just cause may, at the discretion of the President, be suspended with pay and full benefits until such time as it is possible to determine if misconduct occurred and/or if the faculty member should be dismissed from employment. Such investigatory suspensions are not grievable.

The faculty member shall continue to be an employee until the dismissal 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.



**Section 16.16 Retaliation Prohibition**

There shall be no reprisals against a faculty member for providing information as a witness in a disciplinary matter. Retaliation by the Board or SCEA is prohibited.

**ARTICLE XVII.  
BOARD POLICY**

**Section 17.1 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 17.2 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 Agreement without offering an opportunity to meet and confer with SCEA.

**Section 17.3 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 17.4 Board Meeting Materials**

Board meeting materials shall be available online.

**Section 17.5 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. The chair of faculty search committees shall customarily be a faculty member. In a search where a faculty member is not appointed as chair, the College will provide the rationale for the chair selection to

the local SCEA President.

**Section 17.6 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 XVIII.  
MISCELLANEOUS**

**Section 18.1 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 XIX.  
DURATION AND LIMITATIONS OF CONTRACT**

**Section 19.1 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 19.2 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 19.3 Governing Law; Severability**

This Agreement shall be construed and enforced in accordance with, and is subject to, federal law/regulations and 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 19.4 Effective Date**

This Agreement shall become effective on the first (1) day of July, 2023, and shall continue in full force and effect until the thirtieth (30) day of June, 2025.

**ARTICLE XX.  
HIRING**

**Section 20.1 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 20.2 Description of Assigned Duties**

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

**Section 20.3 Faculty Rank**

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

**Section 20.4 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.

Dated this 12th day of January 2023

**BOARD OF TRUSTEES FOR  
NEBRASKA STATE COLLEGES**

DocuSigned by:  
By: John Chaney  
John Chaney, Board Chair

DocuSigned by:  
By: Paul Turman  
Paul Turman, Chancellor

DocuSigned by:  
By: Kristin Divil  
Kristin Divil, Chief Negotiator

**STATE COLLEGE EDUCATION  
ASSOCIATION**

DocuSigned by:  
By: Joe Blankenau  
Joe Blankenau, Chief Negotiator, Wayne



# Nebraska State College System

CHADRON | PERU | WAYNE

Report of the Status 2023-2025 Negotiations Between the  
Board of Trustees of the Nebraska State Colleges and  
the Nebraska State College Professional Association Employees

March 6, 2023

The Board of Trustees of the Nebraska State College (Board) and the Nebraska State College Professional Association (NSCPA) commenced bargaining for the 2023-2025 biennium on August 30, 2022. Collective bargaining ended on December 21, 2022.

We received notice the Agreement had been ratified by the NSCPA membership on January 11, 2023. The Board approved the terms of the Agreement on January 12, 2023.

On July 1, 2023, employees will received a 4.5% annual increase. On July 1, 2024, employees will receive a 4.25% annual increase. Over the biennium, the combined unit payroll increases cost including benefits is \$1,177,051.

A copy of the completed 2023-2025 Agreement between the Board and NSCPA is attached.

Submitted by:

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



Nebraska State  
College System

CHADRON | PERU | WAYNE

**2023-2025**

**Agreement between**

**The Nebraska State Colleges  
Board of Trustees  
(Employer)**

**and the**

**Nebraska State College System  
Professional Association (NSCPA)**

**July 1, 2023**

**TABLE OF CONTENTS**  
**2023-2025 NSCPA AGREEMENT**

	Page
Agreement .....	1
Article 1 – Recognition .....	1
Article 2 – Nondiscrimination .....	2
Article 3 – Recruitment for Employment .....	3
Article 4 – Appointments/Notice Requirements .....	4
Article 5 – Change in Position .....	6
Article 6 – Working Schedules .....	7
Article 7 – Holidays .....	9
Article 8 – Personnel Files .....	9
Article 9 – Professional Conduct .....	10
Article 10 – Performance Evaluation .....	10
Article 11 – Professional Development.....	12
Article 12 – Grievance and Arbitration Procedure.....	13
Article 13 – Salary .....	15
Article 14 – Insurance, Benefits, and Retirement Programs .....	16
Article 15 – Provisions for Leaves .....	19
Article 16 – NSCPA Activities, Use of Facilities and Services.....	25
Article 17 – Disciplinary Actions .....	26
Article 18 – Resignation, Abandonment, Lay Off.....	31
Article 19 – Management .....	33
Article 20 – Duration and Limitations of Contract.....	33

**NSCS-NSCPA BARGAINING AGREEMENT  
July 1, 2023 - June 30, 2025**

This Agreement 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 (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).

In the spirit of continuing a harmonious and cooperative relationship, the Employer and NSCPA agree to implement and exercise the provisions of this Agreement in a fair and reasonable manner.

**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 and the Head Strength and Conditioning Coach;
- c) Institutional Research Officer positions;
- d) College Foundation positions;
- e) One position reporting directly to each President;
- f) One position reporting directly to each Vice President;
- g) Human Resource Directors, Human Resource Assistant Directors, Payroll Managers, and Human Resource Coordinators; and,
- h) System Office positions.



The Employer and NSCPA also agree that the creation of any new bargaining unit position, reclassification of a 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 designee before posting of such position, reclassification of the position, or change in the job title.

### **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](http://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**

### **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, sexual orientation, gender identity, disability, religion, political affiliation or affiliation or non-affiliation with NSCPA. 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, sexual orientation, gender identity, 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 II of the Americans with Disabilities Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act. Inquiries regarding non-discrimination policies and practices may be directed to the Compliance Coordinators assigned at each College and identified on each College website.

The Employer is committed to providing a workplace environment free of unlawful harassment and/or discrimination in accordance with applicable federal and state laws. Unlawful harassment or discrimination of employees in regard to race, color, national origin, age, sex, sexual orientation, gender identity, religion, disability is prohibited. Unlawful harassment includes, without limitation, verbal harassment (derogatory comments and/or slurs, negative stereotyping, intimidating behavior), physical harassment (assault or physical interference), visual harassment (posters, cartoons, drawings, or improper written or graphic material), and innuendo.

If any unit member has reason to believe that he or she has been unlawfully harassed and/or discriminated against, that unit member should report the violation to a supervisor, the Human Resources Director, or a Vice President. If the reporting unit member feels that the report does not achieve satisfactory results, a second report should be made to another administrator. All reports shall be promptly and thoroughly investigated.

### **ARTICLE 3. RECRUITMENT FOR EMPLOYMENT**

#### **Section 3.1 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, Human Resources shall post notice of the vacancies on its website. Such notices shall include the job title, description, qualifications, date of availability, proposed salary or pay range, FLSA exempt/nonexempt status, and collective bargaining unit status. The notices shall remain on the Human Resources website a minimum of ten (10) working days. The Employer shall not fill the posted position during the ten (10) working day notice period. When the Employer has hired a new unit member, Human Resources shall notify the NSCPA Local Chapter President by email within five (5) working days of the date of hire.

#### **Section 3.2 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 3.3 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 Human Resources when the committee is formed.

**Section 3.4 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 3.5 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](http://www.nscs.edu)). A written copy of this Agreement and/or the College handbook shall be provided to the unit member by Human Resources upon request. Human Resources will notify the local NSCPA President of the new hire within thirty (30) calendar days of the start date.

**Section 3.6 Background Checks**

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

**ARTICLE 4.  
APPOINTMENTS/NOTICE REQUIREMENTS**

**Section 4.1 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 4.2 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 4.3.

**Section 4.3 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 (1<sup>st</sup>) year of employment as a unit member;
- b) One hundred five (105) calendar days prior to expiration during the second (2<sup>nd</sup>) year of employment as a unit member; or,

- c) One hundred eighty (180) calendar days prior to expiration during the third (3<sup>rd</sup>) year of employment as a unit member.
- d) After the third (3<sup>rd</sup>) year, dismissal requires adequate cause pursuant to the procedures identified in Sections 17.4 through 17.14.
- e) 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.
- f) 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 4.4 Calculating Years of Employment for Notice Requirements**

For purposes of calculating years of employment under the notice requirements cited in Section 4.3, 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, 2023 would be credited with the first year of employment on July 1, 2025.

#### **Section 4.5 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 17. However, Assistant Coaches and Football Offensive or Defensive Coordinators may be dismissed without cause upon at least ninety (90) calendar days written notice.

#### **Section 4.6 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 Academic Vice President and Human Resources. 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 4.7 Summer Camp Coaching Assignments**

Unit members may accept a separate appointment for summer camp coaching duties performed outside their regularly assigned work schedule with notification to the immediate supervisor and approval of 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 5. CHANGE IN POSITION**

### **Section 5.1 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. This section shall not be used to determine the salary for unit members hired into new positions apart from the reclassification process.

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 5.2 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 twenty-five (25) working 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 5.3 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 5.4 Non-unit Member Transfer to a Unit Position**

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

**Section 5.5 Unit Member Transfer to Another Unit Position**

Unit members transferring to another unit position through the hiring process or a reclassification will maintain their service date in relation to any leave/vacation benefits. Such 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 hire or reclassification.

**Section 5.6 Temporary Pay Increases**

When a unit member is assigned to perform the duties of a NSCPA position in a higher pay classification than the classification currently held by the unit member for at least thirty (30) consecutive calendar days, the unit member shall receive a temporary pay increase to the minimum salary of the higher pay NSCPA classification or a minimum of five percent (5%) increase in their current pay rate for the hours worked in the temporary assignment, whichever is higher. If the unit member is assigned to perform temporary duties in a higher pay classification that is outside the NSCPA unit, the 5% pay increase will apply for the hours worked in the temporary assignment.

**ARTICLE 6.  
WORKING SCHEDULES**

**Section 6.1 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 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 may request a meeting with supervisor(s) and Human Resources to discuss any realignment or adjustment of existing priorities, duties that may be removed or reassigned, workload expectations, the review process outlined in Section 5.2 and additional compensation or compensatory hours if applicable. The assignment of work schedules and job responsibilities are non-grievable matters.

**Section 6.2 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.

If the unit member is required to work on a scheduled College holiday, such unit member shall be allowed an equal number of hours off on an alternate date.

### **Section 6.3 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.

If the unit member is required to work on a scheduled College holiday, such unit member shall be allowed an equal number of hours off on an alternate date.

### **Section 6.4 Graduation Ceremonies**

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

**Section 6.5 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 7.  
HOLIDAYS**

**Section 7.1 Holiday Schedule**

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

New Year's Day	January 1
Memorial Day	Last Monday in May
Juneteenth	June 19
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

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

**Section 7.2 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 8.  
PERSONNEL FILES**

**Section 8.1 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 8.2 Official Personnel File**

An official personnel file for each unit member shall be maintained at the College in the Human Resource Office.



**Section 8.3 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 8.4 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 Human Resources staff.

**Section 8.5 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 9.  
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 10.  
PERFORMANCE EVALUATION**

**Section 10.1 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 four rating categories for performance. The categories shall be as follows: Exceeds Expectations, Satisfactory, Needs Improvement and Unsatisfactory.

### **Section 10.2 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. However, if a resignation, retirement, or non-renewal is pending, an evaluation is not required, but will be completed if requested by the unit member. Satisfactory performance will not be assumed by default if an evaluation is not completed.

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 10.3 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) working 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 10.4 Evaluation Criteria Notification**

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

### **Section 10.5 Grant Programs**

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

**ARTICLE 11.  
PROFESSIONAL DEVELOPMENT**

**Section 11.1 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 11.2 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 11.3 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 1<sup>st</sup> in order to receive the salary increase. Salary increases will be based on the following schedule:

Bachelor's Degree	\$ 1,000
Master's Degree	\$ 1,500
Doctoral or appropriate terminal Degree	\$ 2,500

**Section 11.4 Certification Completion**

The Employer shall provide a salary base increase upon the completion of an approved certification program. Approval of a certification program must be documented on a form provided by the Employer before the certification program begins. Certifications must relate to the unit member's position and better qualify the unit member to perform assigned tasks.

The amount of the salary base increase will be determined by the Employer taking into consideration the time investment, the cost of obtaining the certification and the benefit to the College. After providing the salary increase under this Section, the Employer has the right to continue to require the unit member to maintain a current certificate without further compensation. As long as the certification is required, the Employer shall pay all costs associated with maintaining the certification.

**ARTICLE 12.  
GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 12.1 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 17, may not file grievances while the dismissal process is pending.

**Section 12.2 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 12.3 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 17 and is the exclusive method for resolving such grievances.

**Section 12.4 Preliminary Grievance Requirement**

Prior to filing a formal grievance, a unit member shall request a "preliminary grievance meeting" to 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 12.5 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 12.6 Steps of Grievance Process

A formal grievance shall be processed in the following manner:

In all cases where the NSCPA is representing the unit member, the Employer shall not discuss a grievance with the unit member without the NSCPA representative present.

- 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 ten (10) 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 12.7 Reprisals**

There shall be no reprisals taken against a unit member for filing, or participating as a witness in a grievance unless the grievance or testimony includes maliciously false allegations. Retaliation by the Employer or NSCPA is prohibited.

### **Section 12.8 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 13. SALARY**

### **Section 13.1 2023-2024 Base Salary Increase**

For the 2023-24 fiscal year, the amount of the annual base salary increase for each unit member shall be four and one-half percent (4.5%) above each unit member's prior year annual base salary.

### **Section 13.2 2024-2025 Base Salary Increase**

For the 2024-25 fiscal year, the amount of the annual base salary increase for each unit member shall be four and one-quarter percent (4.25%) above each unit members prior year annual base salary.

### **Section 13.3 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 each local NSCPA President and the Chief Negotiator

with the list of all NSCPA classification titles with corresponding salary ranges annually in July and any time it changes.

#### **Section 13.4 Retention Pay Adjustment**

At the Employer's discretion, the Employer can negotiate a salary increase not to exceed 5% with unit member when the unit member has a competing job offer with another employer. Negotiating and the amount of the salary increase are at the sole discretion of the Employer and are non-grievable.

### **ARTICLE 14. INSURANCE, BENEFITS, AND RETIREMENT PROGRAMS**

#### **Section 14.1 Insurance Coverage & Carriers**

The Employer agrees to make available to all unit members group medical, dental, vision, life and disability insurance coverage. Nothing within this Agreement, however, shall prohibit the Employer from considering other insurance carriers.

#### **Section 14.2 Medical Insurance**

A medical plan with appropriate state-wide network coverage will be provided. 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 by the Employer 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 14.3 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 14.4 Dental Insurance**

A dental plan will be provided with appropriate state-wide network coverage. Orthodontic services are not covered. The Employer will contribute eighty-five percent (85%) toward the cost of individual employee dental coverage and seventy-five percent (75%) toward the cost of family, employee/children or employee/spouse dental coverage. Unit members who elect insurance coverage must enroll in both medical and dental plans.

When both members of a married couple are employed by the Employer and request family coverage, each unit member will be required to contribute an amount equal to the individual employee plan premium.

#### **Section 14.5 Life Insurance**

A life insurance plan offering group term life insurance coverage at a minimum 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 at the unit member's expense. The unit member may also purchase a dependent life policy on a spouse and child 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 14.6 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 14.7 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 14.8 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 14.9 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 14.10 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 14.11 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 14.12 Tuition Remission and Waiver Limitation**

A unit member may not enroll in courses under Section 14.8 and Section 14.11 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 and professional development courses.

#### **Section 14.13 Use of Facilities**

Unit members, their spouses, and dependents will be allowed to use those facilities belonging to the College that are used to promote wellness. Although there is no membership fee to access the facilities, the College may charge spouses and dependents (17 years and older) a fee for an identification card to access the facilities. Dependents under the age of 17 must be accompanied by an adult to use the facilities. 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 15.  
PROVISIONS FOR LEAVES**

**Section 15.1 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
11 <sup>th</sup> year	21 days
12 <sup>th</sup> year	22 days
13 <sup>th</sup> year	23 days
14 <sup>th</sup> year	24 days
15 <sup>th</sup> year	25 days

Unit members with appointments less than 1.0 FTE 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 15.2 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 1.0 FTE 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 15.3 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 15.4 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 more than three (3) 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) Requests for FMLA leave must be submitted to the Human Resource Office. Appropriate certification or documentation may be required by the Employer.

c) 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.
- d) Accrued sick, vacation, compensatory time, and crisis leave donations (paid leave) must be used during FMLA before unpaid FMLA leave begins. Leave shall not accrue while on unpaid family and medical leave.

### **Section 15.5 Crisis Leave Sharing Program**

- a) Unit members may contribute accrued vacation, compensatory time, or accrued sick leave to benefit another employee at the same College who is suffering from a catastrophic illness, who is unable to report to work due to pandemic quarantine measures or who is a new parent. To be eligible to receive leave, employees must have exhausted their own paid leave options.

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.

The crisis leave pool at each College may not exceed 7,500 donated hours. However, donations received prior to 7-1-2023 will remain in the crisis leave pool but no new donations will be accepted until the pool balance is below the maximum number of 7,500 hours.

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

- b) New Parents. Within the first twelve (12) months following the birth or adoption of a child, a unit member may request up to thirty (30) workdays of crisis leave donations. For unit members eligible for FMLA, crisis leave donations shall count against the 12 weeks FMLA leave. Donations are not for intermittent use; donations may be used for up to thirty (30) consecutive workdays.

### **Section 15.6 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. Generally bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future.

**Section 15.7 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 or comp-time balances (if applicable), 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 15.8 Injury Leave/Worker's Compensation**

All unit members who are unable to work as a result of a job-related injury or disease may be granted injury leave with pay once a claim is approved by the workers' compensation program administrator. Injury leave shall not exceed five (5) of the unit member's 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, unit members are to inquire at the Human Resource Office.

**Section 15.9 Civic Duty Leave**

Unit members shall be eligible for absence with pay for jury service or election service, during the actual period of such service, and may retain fees paid him/her as a juror or election worker.

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 15.10 Military Leave**

Military leaves of absence shall be granted to all unit members as may be provided by state and federal law or regulation per Board Policy 5608.

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 15.11 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 16. NSCPA ACTIVITIES, USE OF FACILITIES AND SERVICES**

### **Section 16.1 Use of Facilities**

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



**Section 16.2 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 16.3 Distribution of Unit Information**

Unit members shall 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 on campus, including email and campus mail, during both working and non-working hours. Meeting rooms may be scheduled, as available, through the College.

**Section 16.4 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 16.5 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.

**ARTICLE 17.  
DISCIPLINARY ACTIONS**

**Section 17.1 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 17.2 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 12, 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 17.3 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 17.4 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 17.5 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 17.6 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 17.7 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 17.8 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 17.9 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 17.10 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 17.11 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 17.12 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 17.13 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 17.14 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 17.15 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.

**Section 17.16 Retaliation Prohibition**

There shall be no reprisals against a unit member for providing information as a witness in a disciplinary matter unless the testimony includes maliciously false allegations. Retaliation by the Employer or NSCPA is prohibited.

**Section 17.17 Title IX**

The investigation of alleged Title IX violations by unit members, and discipline (including dismissal) of unit members deemed to have violated Title IX, shall be handled in accordance with applicable federal laws and regulations rather than any term of this Agreement.

**ARTICLE 18.  
RESIGNATION, ABANDONMENT, LAY OFF**

**Section 18.1 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 18.2 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) consecutive 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 18.3 Layoffs**

- a) The Employer decides when a lay off is necessary, and which geographic location, 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 inform the local NSCPA President and provide an opportunity to meet with the local NSCPA President to discuss potential layoffs. The Human Resources Director shall attend the meeting. After the meeting, the chapter will have up to ten (10) working days

to submit written recommendations regarding potential layoffs to the President. No action regarding layoffs shall proceed until this process has been completed.

- 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 at each geographic location for each classification selected for layoff.
  - 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 directed toward securing new employment. Five (5) of the ten (10) days shall be with pay.

**ARTICLE 19  
MANAGEMENT**

**Section 19.1 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 20.  
DURATION AND LIMITATIONS OF CONTRACT**

**Section 20.1 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 20.2 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 20.3 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 20.4 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 20.5 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 20.6 Agreement in Force**

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

**Section 20.7 Effective Date**

This Agreement shall become effective on the first (1st) day of July, 2023, and shall continue in full force and effect until the thirtieth (30th) day of June, 2025.

2023-2025 NSCPA Agreement

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Dated this 12th day of January 2023

**BOARD OF TRUSTEES FOR  
NEBRASKA STATE COLLEGES**

DocuSigned by:  
By:   
John Chanley, Board Chair

DocuSigned by:  
By:   
Paul Turman, Chancellor

DocuSigned by:  
By:   
Kristin Divil, Chief Negotiator

**NEBRASKA STATE COLLEGE  
PROFESSIONAL ASSOCIATION**

DocuSigned by:  
By:   
Kristal Kummel, Chief Negotiator, Chadron



# Nebraska State College System

CHADRON | PERU | WAYNE

Report of the Status 2023-2025 Negotiations Between the  
Board of Trustees of the Nebraska State Colleges and  
the Nebraska Association of Public Employees, Local #61 of the American  
Federation of State, County, and Municipal Employees

March 6, 2023

The Board of Trustees of the Nebraska State College (Board) and the Nebraska Association of Public Employees, Local #61 of the American Federation of State, County, and Municipal Employees (NAPE/AFSCME) commenced bargaining for the 2023-2025 biennium on August 10, 2022. Collective bargaining ended on January 4, 2023.

We received notice the Agreement had been ratified by the NAPE/AFSCME membership on January 30, 2023. The Board approved the terms of the Agreement on January 12, 2023.

On July 1, 2023, employees will received a 4.5% annual increase. On July 1, 2024, employees will receive a 4.25% annual increase. In addition, the The step plan structure has been revised from 5 steps in salary grades 3-6 and 6 steps in salary grades 7-11 to a 10-step structure for all salary grades. Years of service between steps is currently five years and under the revised salary guide, step movements occur every three years. Over the biennium, the combined unit payroll increases cost including benefits is \$964,426.

A copy of the completed 2023-2025 Agreement between the Board and NAPE/AFSCME is attached.

Submitted by:

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



Nebraska State  
College System

CHADRON | PERU | WAYNE

2023-2025

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, 2023

**TABLE OF CONTENTS**  
**2023-2025 NAPE AGREEMENT**

	Page
Agreement.....	1
Article 1 – Recognition .....	1
Article 2 – Nondiscrimination .....	2
Article 3 – Management Rights .....	3
Article 4 – Hiring .....	3
Article 5 – Probation .....	4
Article 6 – Job Responsibilities.....	4
Article 7 – Hours of Work and Overtime .....	6
Article 8 – Holidays .....	8
Article 9 – Performance Evaluation .....	9
Article 10 – Classification .....	10
Article 11 – Corrective and Disciplinary Actions .....	11
Article 12 – Resignations, Abandonment, Layoffs .....	15
Article 13 – Seniority .....	16
Article 14 – Personnel Files.....	17
Article 15 – Grievance and Arbitration Procedure.....	17
Article 16 – Wages .....	19
Article 17 – Insurance, Retirement, Benefits and Employee Assistance Program .....	22
Article 18 – Tuition Programs.....	25
Article 19 – Leave .....	26
Article 20 – Use of Facilities and Services.....	33
Article 21 – Union Activities.....	33
Article 22 – Payroll Deductions .....	34
Article 23 – Employee Drug and Alcohol Testing.....	35
Article 24 – Workplace Concerns and Safety Issues .....	36
Appendix A Support Staff Position Salary Guide 2023-2024 .....	38
Appendix A Support Staff Position Salary Guide 2024-2025.....	40

**AGREEMENT  
2023-2025**

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 2023 and shall continue in full force and effect until the thirtieth (30th) day of June 2025.

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(s) in the Human Resources Office
- b) Office Assistant to Vice President for Administration or Business
- c) Support Staff position assigned 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.

**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, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, providing information as a witness in a disciplinary matter, 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. Retaliation by the Employer or the Union is prohibited.

**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 not exceed Step 2 of the Salary Guide without written approval of the Union.
- 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. 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 and Rehires. 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. Employees who are rehired after a separation in employment may be required, with written notice at the time of rehire, 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 at least 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 1<sup>st</sup> 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 1<sup>st</sup> 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

**Section 6.6** Certification Completion. The Employer shall provide a salary base increase upon the completion of each certification program approved in advance 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, except as noted below. The increase shall reflect the value of and benefit of the employee's newly acquired competencies 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.

Chiller Class	\$150
Certified Facility Locksmith	\$150
Underground Storage Tank Operator	\$150
Water Operator – Grade 3 or 4	\$150
Herbicide/Pesticide	\$200
HVAC/Energy Building Management Control Systems	\$500*
(*\$100 per level, not to exceed \$500 for all required levels)	

Whenever requested by the Union, the Vice Chancellor of Employee Relations and the Union shall meet and confer regarding certification pay.

**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 Employer shall not change an employee's schedule on a temporary basis to avoid the payment of compensatory time. 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. Overtime will be offered to volunteering employees within the classification, but where there is more than one volunteer, overtime shall be offered on a rotating basis beginning with the employee with the most College seniority. If there are no volunteers, then employees will be required to work overtime on a rotating basis beginning with the employee with the least College seniority.

**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 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.

**2023-2025 NAPE Agreement**

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**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
Juneteenth	June 19
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

Holidays that fall on Saturday shall be scheduled on Friday. Holidays that fall on Sunday shall be scheduled on Monday.

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

In addition to the eight (8) 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 scheduled holidays shall be compensated at the rate of time and one-half. Employees that are scheduled to work on June 19<sup>th</sup>, July 4<sup>th</sup>, December 25<sup>th</sup> or January 1<sup>st</sup> regardless of the date the holiday is scheduled for recognition, will also receive time and one-half. Employees who are assigned to work on a Saturday or Sunday between December 23<sup>rd</sup> 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 within fifteen (15) calendar days. 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.

**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



## 2023-2025 NAPE Agreement

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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.

**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 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 of the aforementioned meeting but shall not be construed as an admission regarding the allegations. The employee may be represented by the union and/or an attorney in the meeting.
- b) Within five (5) work days following the meeting described in Section 11.6(a), 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 a hearing officer by delivering a written request to the Chancellor within ten (10) work days of the employee's receipt of the President's notice. The hearing officer 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 information reasonably available to him/her as of the date of his/her decision.
- d) If a hearing is requested, the hearing officer will notify the parties in writing of the date, time, and place of the hearing. To the extent possible, hearings shall be scheduled as soon as reasonably possible but in no case later than thirty (30) calendar days, during or contiguous to the employee's normal working hours.
- e) At a hearing, the employer has the burden to prove that just cause exists to support the discharge decision. The employee may be present and be heard, be represented by the Union and/or an attorney (at the employee's expense), examine documentary evidence presented, cross-examine witnesses, offer documentary evidence and present witnesses.
- f) The hearing officer's findings of fact and recommendation shall be provided to the parties and the Chancellor. The Chancellor shall make the final decision regarding the discharge.
- g) If the employee is not satisfied with the Chancellor's decision, 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.

**Section 11.9** Title IX. The investigation of alleged Title IX violations by employees shall be handled in accordance with applicable federal laws and regulations.

**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) consecutive 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 and geographic locations 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 geographic location and classification(s) targeted for layoff has (have) been determined, the employee(s) in the geographic location and 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 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 in the Human Resource Office 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.

## 2023-2025 NAPE Agreement

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**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** 2023-2024 Annual Salary Increase. For the 2023-2024 fiscal year, each employee will receive a four and one-half percent (4.5%) salary increase above his or her prior year base salary. Increases shall be provided to all employees with satisfactory or better performance evaluation reports.

**Section 16.1** 2024-2025 Annual Salary Increase. For the 2024-2025 fiscal year, each employee will receive a four and one-quarter percent (4.25%) increase above his or her prior year base salary. 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.



## 2023-2025 NAPE Agreement

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**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 four and one-half percent on 7-1-2023 and by four and one-quarter percent on 7-1-2024.

### **Section 16.4 Service Date Salary Adjustments.**

Employees who have worked three (3) or more years of continuous service in a listed position will receive, at a minimum, the salary identified in step two (2) of the Salary Guide. **Note:** Prior, non-continuous service shall not apply for service date salary adjustments.

**Note:** Three (3) years of satisfactory or better performance evaluations in a listed position will be required before step two (2) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked six (6) or more years in a listed position will receive, at a minimum, the salary listed in step three (3) of the Salary Guide.

**Note:** Six (6) years of satisfactory or better performance evaluations in a listed position will be required before step three (3) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked nine (9) or more years in a listed position will receive, at a minimum, the salary identified in step four (4) of the Salary Guide.

**Note:** Nine (9) years of satisfactory or better performance evaluations in a listed position will be required before step four (4) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked twelve (12) or more years in a listed position will receive, at a minimum, the salary identified in step five (5) of the Salary Guide.

**Note:** Twelve (12) years of satisfactory or better performance evaluations in a listed position will be required before step five (5) 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 step six (6) of the Salary Guide.

**Note:** Fifteen (15) years of satisfactory or better performance evaluations in a listed position will be required before step six (6) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked eighteen (18) or more years in a listed position will receive, at a minimum, the salary identified in step seven (7) of the Salary Guide.

**Note:** Eighteen (18) years of satisfactory or better performance evaluations in a listed position will be required before step seven (7) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked twenty-one (21) or more years in a listed position will receive, at a minimum, the salary identified in step eight (8) of the Salary Guide.

**Note:** Twenty-one (21) years of satisfactory or better performance evaluations in a listed position will be required before step eight (8) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked twenty-four (24) or more years in a listed position will receive, at a minimum, the salary identified in step nine (9) of the Salary Guide.

**Note:** Twenty-four (24) years of satisfactory or better performance evaluations in a listed position will be required before step nine (9) of the Salary Guide will be considered a minimum salary for an employee.

Employees who have worked twenty-seven (27) or more years in a listed position will receive, at a minimum, the salary identified in step ten (10) of the Salary Guide.

**Note:** Twenty-seven (27) years of satisfactory or better performance evaluations in a listed position will be required before step ten (10) of the Salary Guide will be considered a minimum salary for an employee.

**Section 16.5** Service Date Salary Limitations. Salary increases on July 1, 2023, and July 1, 2024 will be applied prior to the Salary Guide adjustment.

**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) through ten (10) apply only to employees with actual time served in their current listed position on the Salary Guide.

Employees hired between July 1<sup>st</sup> and September 30<sup>th</sup> of any calendar year will be credited with one (1) full year of service in a listed position on July 1<sup>st</sup> of the next fiscal year, and with an additional year of service each July 1<sup>st</sup> thereafter. To be credited with their first year of service on the Salary Guide, employees hired between October 1<sup>st</sup> and June 30<sup>th</sup> of any calendar year will be required to serve in a listed position until the second July 1<sup>st</sup> 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. Nothing within this Agreement shall prohibit the Employer from considering other insurance carriers.

**Section 17.1** Medical Insurance. A medical plan will be offered with appropriate state-wide network coverage which requires the employee to satisfy the lowest calendar year deductible amount offered by the insurer. 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 with appropriate state-wide network coverage will be provided which covers one hundred percent (100%) of preventive, diagnostic, maintenance and restorative services of in-network providers. Orthodontic services are not covered. The Employer will contribute eighty-five percent (85%) toward the cost of individual employee dental coverage and seventy-five percent (75%) toward the cost of family, employee/children, or employee/spouse dental coverage. An employee must be enrolled in both the medical and dental plans.

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

**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 at a minimum amount of thirty thousand dollars (\$30,000) will be provided at the Employer's expense with the employee permitted to supplement the basic coverage at a minimum

amount of ten thousand dollar (\$10,000) at the employee's expense. Employees may also purchase a minimum of a two-thousand dollar (\$2,000) dependent life policy on a 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, 2024, 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. The six (6) months advanced written notice can be waived at the discretion of the Employer.

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 employed and the cost that the Employer pays for such coverage as the employer. Coverage

## 2023-2025 NAPE Agreement

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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.

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 NSEA Medicare Supplement Plan that the employee selects 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. The six (6) months advanced written notice can be waived at the discretion of the Employer.

**Section 17.10 Wellness Facilities.** Employees, their spouses, and dependents will be allowed to use those facilities belonging to the College that are used to promote wellness. Although there is no membership fee to access the facilities, the College may charge spouses and dependents (17 years and older) a fee for an identification card to access the facilities. Dependents under the age of 17 must be accompanied by an adult to use the facilities. 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.

**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. To receive the tuition benefit, employees must submit and have approved a tuition remission/waiver request form no later than the tuition payment due date for that term. Benefits will not be provided retroactively. 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 and professional development courses.

ARTICLE 19.  
LEAVE

Section 19.0 Sick Leave

a) Accrual Rates.

Employees shall accrue paid sick leave as follows:

1-5 years of continuous employment	1 day/month (12 days/year)
6 <sup>th</sup> year of continuous employment	1.1 days/month (13.2 days/year)
7 <sup>th</sup> year of continuous employment	1.2 days/month (14.4 days/year)
8 <sup>th</sup> year of continuous employment	1.3 days/month (15.6 days/year)
9 <sup>th</sup> year of continuous employment	1.4 days/month (16.8 days/year)
10 <sup>th</sup> year of continuous employment and thereafter	1.5 days/month (18 days/year)

Accrual of sick leave shall begin the first day of employment.

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.

Optional Sick Leave Payout. Employees hired prior to 7-1-1993 will have an option to be paid for twelve (12) days of their accumulated sick leave balance. This one-time payout would be paid on July 31, 2023, as part of monthly payroll. In order to receive the payout, a written request from the employee must be submitted to the Human Resources office no later than Friday, July 7, 2023.

- 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. Employees are only eligible for one sick leave payout, regardless of future reemployment.  
  
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 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.



**2023-2025 NAPE Agreement**

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**Section 19.1 Vacation Leave**

a) Accrual Rates.

Full time employees shall accrue paid vacation leave annually as noted below. Accrual of vacation shall begin the first day of employment.

1-5 years 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
11th year of continuous employment	21 days
12th year of continuous employment	22 days
13th year of continuous employment	23 days
14th year of continuous employment	24 days
15 <sup>th</sup> year of continuous employment and thereafter	25 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 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 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 more than three (3) consecutive days.

## 2023-2025 NAPE Agreement

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- 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. Accrued sick, vacation, and compensatory time (paid leave) must be used before unpaid FMLA leave begins. Leave shall not accrue while on unpaid family and medical leave.
  - d) Requests. Requests for family and medical leave must be submitted to Human Resources 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.

**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. Generally, bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future.

**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 or compensatory 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.

If College classes will be canceled or if the College will be closed, the President shall make every reasonable effort to notify all employees as soon as possible. Employees who are required to report to work to provide emergency or other essential services shall be clearly identified and notified as soon as possible.

**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 if a claim has been approved by the workers' compensation program administrator. 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 or election service during the actual period of service, and the employee will retain fees paid him or her as a juror or election worker; 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 or election service 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 per Board Policy 5608.

According to the terms of the Family Military Leave Act (Neb. Rev. Stat. §§55-501 to 507), an eligible employee 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 employee 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 employee 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. Employees taking family military leave for less than five (5) consecutive days shall give the Employer advanced notice as is practicable. The employee 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 employee's eligibility for the family military leave requested.

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

**Section 19.8 Crisis Leave Sharing Program.**

(a) Employees may contribute accrued vacation leave, accrued sick leave or compensatory hours to benefit another employee at the same College who is suffering from a catastrophic illness, who is unable to report to work due to pandemic quarantine measures or who is a new parent. Vacation leave, sick 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 appointed by the Union.

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 exhausted all paid leave.

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

The maximum number of hours for each College crisis leave pool is 7,500 donated hours.

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

(b) New Parents. Within the first twelve (12) months following the birth or adoption of a child, an employee may request up to thirty (30) workdays of crisis leave donations. For employees eligible for FMLA, crisis leave donations shall count against the twelve (12) weeks of FMLA leave. Donations are not for intermittent use; donations may be used for up to thirty (30) consecutive workdays.

**Section 19.9 Emergency Volunteer Leave.** Employees who volunteer as a first responder, firefighter and/or emergency medical personnel shall be excused from work without loss of pay for up to twenty-five (25) hours per calendar year to respond to local emergency calls.

**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 Human Resources, 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 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,

## 2023-2025 NAPE Agreement

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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 the Union President via email when the agenda and Board materials are available at the Board's website at [www.nscs.edu](http://www.nscs.edu).

**Section 21.7** Union Requests for Information. The Employer will provide the following bargaining unit information: employee names, addresses, class titles, College, pay grades, annualized wage rates, and hiring date to the Union quarterly.

**Section 21.8** New Employee Orientation. The Employer will notify the Union regarding new employee within the first five (5) days of employment. An opportunity will be provided for new employees to meet with a union representative for twenty (20) minutes of work time 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 (10<sup>th</sup>) of the month or from the next month's paycheck if submitted after the tenth (10<sup>th</sup>) 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** Assigned Equipment, 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.

**Section 24.3** Uniforms. Whenever full or partial uniforms are required, employees shall be consulted and given an opportunity to provide input regarding the style, fit and utility of any required uniforms.

Dated this 12<sup>th</sup> day of January 2023

BOARD OF TRUSTEES FOR  
NEBRASKA STATE COLLEGES

NEBRASKA ASSOCIATION OF  
PUBLIC EMPLOYEES

DocuSigned by:  
By: John Chaney  
John Chaney, Board Chair

By: Kim Clark  
Kim Clark, Chadron

DocuSigned by:  
By: Paul Turman  
Paul Turman, Chancellor

By: Kelly Overshiner  
Kelly Overshiner, Chadron

DocuSigned by:  
By: Kristin Divil  
Kristin Divil  
Chief Negotiator, NSCS

By: Tyler Foote  
Tyler Foote, Wayne

By: Theresa Lubberstedt  
Theresa Lubberstedt, Wayne

By: Brandon Ziska  
Brandon Ziska, Wayne

By: Justin Hubly  
Justin Hubly, NAPE/AFSCME

**APPENDIX A**  
**Support Staff Position Salary Guide 2023-24**  
**Effective July 1, 2023**

Salaries are based on 1.00 FTE

	0	3 YEARS	6 YEARS	9 YEARS	12 YEARS	15 YEARS	18 YEARS	21 YEARS	24 YEARS	27 YEARS
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
<b>Salary Grade 1</b>										
Annual	32,017.00	33,618.00	35,299.00	37,064.00	38,917.00	40,863.00	42,906.00	45,051.00	47,304.00	49,669.00
Monthly	2,668.08	2,801.50	2,941.58	3,088.67	3,243.08	3,405.25	3,575.50	3,754.25	3,942.00	4,139.08
Hourly	15.39	16.16	16.97	17.82	18.71	19.65	20.63	21.66	22.74	23.88

*Accounting Clerk I*  
*Office Assistant I*

<b>Salary Grade 2</b>										
Annual	33,125.00	34,781.00	36,520.00	38,346.00	40,263.00	42,276.00	44,390.00	46,610.00	48,941.00	51,388.00
Monthly	2,760.42	2,898.42	3,043.33	3,195.50	3,355.25	3,523.00	3,699.17	3,884.17	4,078.42	4,282.33
Hourly	15.93	16.72	17.56	18.44	19.36	20.33	21.34	22.41	23.53	24.71

*Custodian*  
*Library Assistant*  
*Mail Clerk*  
*Maintenance Repair Worker I*

<b>Salary Grade 3</b>										
Annual	34,234.00	35,946.00	37,743.00	39,630.00	41,612.00	43,693.00	45,878.00	48,172.00	50,581.00	53,110.00
Monthly	2,852.83	2,995.50	3,145.25	3,302.50	3,467.67	3,641.08	3,823.17	4,014.33	4,215.08	4,425.83
Hourly	16.46	17.28	18.15	19.05	20.01	21.01	22.06	23.16	24.32	25.53

*Accounting Clerk II*  
*Office Assistant II*  
*Medical Assistant*  
*Security Officer I*

<b>Salary Grade 4</b>										
Annual	35,343.00	37,110.00	38,966.00	40,914.00	42,960.00	45,108.00	47,363.00	49,731.00	52,218.00	54,829.00
Monthly	2,945.25	3,092.50	3,247.17	3,409.50	3,580.00	3,759.00	3,946.92	4,144.25	4,351.50	4,569.08
Hourly	16.99	17.84	18.73	19.67	20.65	21.69	22.77	23.91	25.10	26.36

*Custodial Leader*  
*Library Technician*  
*Maintenance Repair Worker II*

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**Salary Grade 5**

Annual	36,576.00	38,405.00	40,325.00	42,341.00	44,458.00	46,681.00	49,015.00	51,466.00	54,039.00	56,741.00
Monthly	3,048.00	3,200.42	3,360.42	3,528.42	3,704.83	3,890.08	4,084.58	4,288.83	4,503.25	4,728.42
Hourly	17.58	18.46	19.39	20.36	21.37	22.44	23.56	24.74	25.98	27.28

*Accounting Clerk III*  
*Facility Operations Assistant*  
*Financial Aid Technician*  
*Office Assistant III*

**Salary Grade 6**

Annual	38,809.00	40,749.00	42,786.00	44,925.00	47,171.00	49,530.00	52,007.00	54,607.00	57,337.00	60,204.00
Monthly	3,234.08	3,395.75	3,565.50	3,743.75	3,930.92	4,127.50	4,333.92	4,550.58	4,778.08	5,017.00
Hourly	18.66	19.59	20.57	21.60	22.68	23.81	25.00	26.25	27.57	28.94

*Maintenance Repair Worker III*  
*Security Officer II*

**Salary Grade 7**

Annual	41,209.00	43,269.00	45,432.00	47,704.00	50,089.00	52,593.00	55,223.00	57,984.00	60,883.00	63,927.00
Monthly	3,434.08	3,605.75	3,786.00	3,975.33	4,174.08	4,382.75	4,601.92	4,832.00	5,073.58	5,327.25
Hourly	19.81	20.80	21.84	22.93	24.08	25.29	26.55	27.88	29.27	30.73

*Electrician*  
*Office Assistant IV*

**Salary Grade 8**

Annual	43,775.00	45,964.00	48,262.00	50,675.00	53,209.00	55,869.00	58,662.00	61,595.00	64,675.00	67,909.00
Monthly	3,647.92	3,830.33	4,021.83	4,222.92	4,434.08	4,655.75	4,888.50	5,132.92	5,389.58	5,659.08
Hourly	21.05	22.10	23.20	24.36	25.58	26.86	28.20	29.61	31.09	32.65

*Broadcast Engineer*  
*Maintenance Repair Worker IV*

**Salary Grade 9**

Annual	46,580.00	48,909.00	51,354.00	53,922.00	56,618.00	59,449.00	62,421.00	65,542.00	68,819.00	72,260.00
Monthly	3,881.67	4,075.75	4,279.50	4,493.50	4,718.17	4,954.08	5,201.75	5,461.83	5,734.92	6,021.67
Hourly	22.39	23.51	24.69	25.92	27.22	28.58	30.01	31.51	33.09	34.74

*Electrician Master*

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**Salary Grade 1**

Annual	33,378.00	35,047.00	36,799.00	38,639.00	40,571.00	42,600.00	44,730.00	46,967.00	49,315.00	51,781.00
Monthly	2,781.50	2,920.58	3,066.58	3,219.92	3,380.92	3,550.00	3,727.50	3,913.92	4,109.58	4,315.08
Hourly	16.05	16.85	17.69	18.58	19.51	20.48	21.50	22.58	23.71	24.89

*Accounting Clerk I*  
*Office Assistant I*

**Salary Grade 2**

Annual	34,533.00	36,260.00	38,073.00	39,977.00	41,976.00	44,075.00	46,279.00	48,593.00	51,023.00	53,574.00
Monthly	2,877.75	3,021.67	3,172.75	3,331.42	3,498.00	3,672.92	3,856.58	4,049.42	4,251.92	4,464.50
Hourly	16.60	17.43	18.30	19.22	20.18	21.19	22.25	23.36	24.53	25.76

*Custodian*  
*Library Assistant*  
*Mail Clerk*  
*Maintenance Repair Worker I*

**Salary Grade 3**

Annual	35,689.00	37,473.00	39,347.00	41,314.00	43,380.00	45,549.00	47,826.00	50,217.00	52,728.00	55,364.00
Monthly	2,974.08	3,122.75	3,278.92	3,442.83	3,615.00	3,795.75	3,985.50	4,184.75	4,394.00	4,613.67
Hourly	17.16	18.02	18.92	19.86	20.86	21.90	22.99	24.14	25.35	26.62

*Accounting Clerk II*  
*Office Assistant II*  
*Medical Assistant*  
*Security Officer I*

**Salary Grade 4**

Annual	36,845.00	38,687.00	40,621.00	42,652.00	44,785.00	47,024.00	49,375.00	51,844.00	54,436.00	57,158.00
Monthly	3,070.42	3,223.92	3,385.08	3,554.33	3,732.08	3,918.67	4,114.58	4,320.33	4,536.33	4,763.17
Hourly	17.71	18.60	19.53	20.51	21.53	22.61	23.74	24.93	26.17	27.48

*Custodial Leader*  
*Library Technician*  
*Maintenance Repair Worker II*

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<b>Salary Grade 5</b>										
Annual	38,130.00	40,037.00	42,039.00	44,141.00	46,348.00	48,665.00	51,098.00	53,653.00	56,336.00	59,153.00
Monthly	3,177.50	3,336.42	3,503.25	3,678.42	3,862.33	4,055.42	4,258.17	4,471.08	4,694.67	4,929.42
Hourly	18.33	19.25	20.21	21.22	22.28	23.40	24.57	25.79	27.08	28.44

*Accounting Clerk III*  
*Facility Operations Assistant*  
*Financial Aid Technician*  
*Office Assistant III*

<b>Salary Grade 6</b>										
Annual	40,458.00	42,481.00	44,605.00	46,835.00	49,177.00	51,636.00	54,218.00	56,929.00	59,775.00	62,764.00
Monthly	3,371.50	3,540.08	3,717.08	3,902.92	4,098.08	4,303.00	4,518.17	4,744.08	4,981.25	5,230.33
Hourly	19.45	20.42	21.44	22.52	23.64	24.83	26.07	27.37	28.74	30.18

*Maintenance Repair Worker III*  
*Security Officer II*

<b>Salary Grade 7</b>										
Annual	42,960.00	45,108.00	47,363.00	49,731.00	52,218.00	54,829.00	57,570.00	60,449.00	63,471.00	66,645.00
Monthly	3,580.00	3,759.00	3,946.92	4,144.25	4,351.50	4,569.08	4,797.50	5,037.42	5,289.25	5,553.75
Hourly	20.65	21.69	22.77	23.91	25.10	26.36	27.68	29.06	30.51	32.04

*Electrician*  
*Office Assistant IV*

<b>Salary Grade 8</b>										
Annual	45,635.00	47,917.00	50,313.00	52,829.00	55,470.00	58,244.00	61,156.00	64,214.00	67,425.00	70,796.00
Monthly	3,802.92	3,993.08	4,192.75	4,402.42	4,622.50	4,853.67	5,096.33	5,351.17	5,618.75	5,899.67
Hourly	21.94	23.04	24.19	25.40	26.67	28.00	29.40	30.87	32.42	34.04

*Broadcast Engineer*  
*Maintenance Repair Worker IV*

<b>Salary Grade 9</b>										
Annual	48,560.00	50,988.00	53,537.00	56,214.00	59,025.00	61,976.00	65,075.00	68,329.00	71,745.00	75,332.00
Monthly	4,046.67	4,249.00	4,461.42	4,684.50	4,918.75	5,164.67	5,422.92	5,694.08	5,978.75	6,277.67
Hourly	23.35	24.51	25.74	27.03	28.38	29.80	31.29	32.85	34.49	36.22

*Electrician Master*