



Nebraska State  
College System

CHADRON | PERU | WAYNE

**2019-2021**

**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, 2019**

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**AGREEMENT  
2019-2021**

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 2019, and shall continue in full force and effect until the thirtieth (30th) day of June 2021.

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.

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

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

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

### ARTICLE 2. NONDISCRIMINATION

**Section 2.0** Prohibition. The Employer and Union agree that no preference or discrimination will be shown by either the Employer or Union for or against any employee in regard to race, color, national origin, age, 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 or otherwise exercising their rights under this Agreement. In the spirit of continuing their harmonious and cooperative relationship, the Employer and the Union agree to implement and exercise the provisions of this contract in a fair and responsible manner.

### ARTICLE 3. MANAGEMENT RIGHTS

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

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

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

#### **ARTICLE 4. HIRING**

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

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

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

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

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

#### **ARTICLE 5. PROBATION**

**Section 5.0** Probation Period. New employees shall be required to complete a probation period of six (6) months from the date of hire and shall be so notified. Probationary employees shall have no grievance rights under this Agreement but shall retain all applicable rights

under state and federal law.

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

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

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

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

## **ARTICLE 6. JOB RESPONSIBILITIES**

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

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

**Section 6.2** Discussion of Job Responsibilities. The assignment of job responsibilities shall be reasonably related to the employee's classification description. If the assigned job responsibility is reasonably related to the employee's classification description, the assignment is not grievable. An employee may request a meeting with the Human Resource Director/AVP 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 by the immediate supervisor and appropriate Vice President in writing that relates to the employee's position and better qualifies the employee to perform assigned tasks. The amount of the salary base increase will be determined by the Employer. The increase shall reflect the value of and benefit of the employee's newly acquired competencies but shall not exceed three hundred dollars (\$300.00) for each completed certification program. After providing the salary increase under this Section, the Employer has the right to continue to require the employee to maintain a current certificate without further compensation.

**ARTICLE 7.  
HOURS OF WORK AND OVERTIME**

**Section 7.0** Workweek. The regular workweek, Sunday through Saturday, shall mean five (5) consecutive workdays of eight (8) hours per day unless there is mutual agreement between the employee and the immediate supervisor to work a flex-time schedule (for example, four (4) ten (10) hour days of summer schedule). Employees may request flex-time schedules or schedule deviations which will be considered in conjunction with College needs. Approval of a flex-time schedule request by an employee shall not be unreasonably denied. Supervisors may adjust employee workweek schedules to accommodate College needs. The assignment of reasonable employee work schedules is a non-grievable matter. Overtime must be authorized in writing by the immediate supervisor before any work is performed.

In the event of an emergency, or when it is not possible or practical to obtain prior approval for overtime work to be performed, the immediate supervisor may approve the overtime in writing subsequent to the time the work was performed.

**Section 7.1** Evenings, Weekends and Holidays. Employees may be required to work evenings, weekends, and holidays. If an employee is required to work on a holiday, the employee will be allowed comparable time and one-half off on a mutually agreed upon alternate date. When scheduling the alternate date, the employee's request shall not be unreasonably denied.

**Section 7.2** Overtime Pay. Employees must be paid at time-and-one-half for all hours worked in excess of forty (40) hours, unless given compensatory time off under the conditions outlined in Section 7.3 below.

**Section 7.3** Compensatory Time. At the discretion of the Employer, compensatory time on a one-and-one-half basis may be given in lieu of overtime pay; provided, however, that an employee may not accrue more than two hundred forty (240) hours of compensatory time (one hundred sixty (160) hours of time worked). Unused compensatory time shall be paid at the end of employment. Use of compensatory time will be granted within a reasonable period of time after employee's request if such use does not unduly disrupt the operations of the college.

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

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

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

**Section 7.5** Overtime Notice. In the event of the need for work past a regularly scheduled work shift, employees will be notified as soon as practical, however, no later than three (3) hours



before the end of their regularly scheduled work shift on that day, unless an emergency arises in which case notice is to be given as soon as is practical. In the event of the need for Saturday or Sunday work, for employees who are not regularly scheduled to work on those days, the employees will be notified as soon as is practical but at least three (3) hours before the end of their regular shift on the preceding Friday, unless an emergency arises in which case notice will be given as soon as is practical. An emergency is defined as any unexpected and unforeseen event under circumstances that could not have been anticipated by the immediate supervisor.

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

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

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

**Section 7.7** Lunch. Employees will be allowed an unpaid lunch period of at least thirty (30) minutes as scheduled by the immediate supervisor. In addition, employees will be allowed to take a fifteen (15) minute relief period as scheduled by the immediate supervisor both before and after lunch period but not in connection with the lunch period. In the event that employees are required to work in excess of ten (10) hours in a work day, they will be allowed an additional fifteen (15) minute relief period as scheduled by the immediate supervisor.

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

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

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

**ARTICLE 8.  
HOLIDAYS**

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

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

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

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

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

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

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

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

**ARTICLE 9.  
PERFORMANCE EVALUATION**

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

to facilitate communication concerning employee progress toward the attainment of performance objectives.

- Section 9.1** Probation Performance Report. A performance report for employees will be prepared by the immediate supervisor prior to the conclusion of the probation period per Section 5.0 or any extension thereof and annually thereafter. Each performance evaluation must be conducted by the employee's immediate supervisor. Each report must be reviewed by the evaluator's supervisor prior to discussion with the employee.
- Section 9.2** Performance Conference. The supervisor will schedule a conference with the employee prior to May 1 of each year to discuss the evaluation in relation to the job assignment for the past evaluation period and to jointly set goals and specific objectives for the coming year. Counseling on performance issues shall be done in private.
- Section 9.3** Acknowledgment, Rebuttal or Comments. Performance evaluation reports must be reviewed and acknowledged by the employee. Acknowledgment signifies only that the employee has reviewed and discussed the performance evaluation. Each employee will receive a copy of his or her performance evaluation report and have an opportunity to comment or rebut any performance assessment. Employees may comment on supervisory and work issues. A copy of each performance evaluation report and any rebuttal or comment submitted will be included in the employee's personnel file. A copy of the employee rebuttal or comment shall be provided to the evaluator's supervisor.
- Section 9.4** Evaluation Criteria. All employees will be provided the criteria/standards to be used in the evaluation of their job performance. If the criteria/standards for evaluation change, the employee will be so advised. Evaluations shall be based on the job duties assigned and conduct during the evaluation period.
- 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/AVP 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/AVP 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/AVP. 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/AVP will inform the President regarding the

information that was received from the employee, supervisor, Vice President and the classification panel. The President will issue the College's final decision regarding the classification request. Determination of job duties and responsibilities is exclusively the authority of the President.

- d) If the review determines that a reclassification is not appropriate, no salary adjustment will be made. Job duties may be restructured, if necessary, to conform the job to its original classification.
- e) If the review determined that a reclassification is warranted and the Employer decides to continue the assigned duties and responsibilities in question, the reclassification is subject to the promotion terms and provisions contained in Article 16.
- f) Time limits in this Article will be adhered to unless otherwise agreed to in writing by the Employer and the Union or the employee.

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

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

## ARTICLE 11. CORRECTIVE AND DISCIPLINARY ACTIONS

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

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

**Section 11.2** Predisciplinary Notice. Prior to imposing discipline, employees are entitled to notice of

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

copy of the President's recommendation shall also be forwarded to the Chancellor.

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

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

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

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

## **ARTICLE 12. RESIGNATIONS, ABANDONMENT, LAYOFFS**

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



- Section 12.1** Abandonment. An employee may be considered to have abandoned the job if he or she has been absent from work for longer than two (2) work days without being on approved leave or without notifying the appropriate supervisor unless such notice is impossible. Such abandonment will be considered as a voluntary resignation not in good standing.
- Section 12.2** Layoffs. The Employer decides when a layoff is necessary, and which classes of employees and positions 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.

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**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.

**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.

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- 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/AVP 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/AVP 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** 2019-2020 Annual Salary Increase. For the 2019-2020 fiscal year, each employee will receive a two and one-half percent (2.5%) salary increase above his or her prior year base salary of July 1, 2019. Increases shall be provided to all employees with satisfactory or better performance evaluation reports.

**Section 16.1** 2020-2021 Annual Salary Increase. For the 2020-2021 fiscal year, each employee will receive a two and one-half percent (2.5%) increase above his or her prior year base salary on July 1, 2020. Increases shall be provided to all employees with satisfactory or better performance evaluation reports.

**Section 16.2** Salary Adjustments.

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

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

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

**Section 16.3** Salary Guide. A listing of position classifications and the assigned salary grades referred to as the Support Staff Position Salary Guide is attached hereto as Appendix A and made a part of this Agreement. Steps on the Salary Guide for each pay grade will be adjusted upward by two and one-half percent (2.5%) each year of this Agreement.

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

Employees who have worked five (5) or more years of continuous service in a listed position will receive, at a minimum, the salary identified in salary category two (2) of the Salary Guide. Note: Prior, non-continuous service shall not apply for service date salary adjustments.

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

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

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

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

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

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

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

**Section 16.5** Service Date Salary Limitations. During the term of this Agreement no employee will receive a combined salary increase greater than ten percent (10%) in any one (1) year. Salary increases on July 1, 2019 and July 1, 2020 will be applied prior to the Salary Guide adjustment in determining the maximum increase.

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

Employees hired between July 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.

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

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

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

**Section 17.2** Dental Insurance. A PPO dental plan will be provided which covers one-hundred percent (100%) of preventive, diagnostic, maintenance and restorative services of in-network providers. Maintenance and restorative dental services will require a calendar year deductible. 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.

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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 in the amount of thirty thousand dollars (\$30,000) will be provided at the Employer's expense with the employee permitted to supplement the basic coverage with either a ten thousand dollar (\$10,000), twenty thousand dollar (\$20,000), fifty-thousand dollar (\$50,000), one-hundred thousand dollar (\$100,000), or one-hundred eighty thousand dollar (\$180,000) optional life insurance policy addition at the employee's expense. Employees may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five-thousand dollar (\$5,000) dependent life policy on a child, or ten-thousand dollar (\$10,000) coverage for a spouse at the employee's expense. Eligible coverage for children begins at six (6) months of age.

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

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

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

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

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

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



**Section 17.9 Retirement Programs.**

- a) Voluntary Retirement Settlement Program. Eligible employees who elect to surrender their right to continued employment and retire on June 30, 2020, shall in exchange for the surrender of such right, receive a financial settlement incentive of twenty-five percent (25%) of their final year base salary with payment to be made in twelve (12) equal monthly installments following termination of employment. An eligible employee must be fifty-five (55) years of age with ten (10) or more years of consecutive service within the State College System and must provide six (6) months of advanced written notice.

In addition, the employee will be permitted to remain in the group medical and dental insurance plan offered retirees by Blue Cross/Blue Shield at the time of the employee's retirement. The Employer will pay the full cost of such coverage, which includes both the cost the employee would pay if still employed and the cost that the Employer pays for such coverage as the employer. Coverage payments will continue for a period of twelve (12) months following retirement. Any COBRA benefits remaining will be available following cessation of the coverage payments. COBRA benefits are not available if the employee elects to enroll in the Direct Bill program. The employee shall be responsible for membership fees required by Nebraska State Education Association (NSEA).

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

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

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

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

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

employee shall be responsible for membership fees required by NSEA. In order to be eligible for this program, the employee has to meet the five (5) year Educator's Health Alliance continuous coverage requirement.

**Section 17.10**

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

**ARTICLE 19.  
LEAVE**

**Section 19.0** Sick Leave

- a) Accrual Rates.

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

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

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

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

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19th year of continuous employment and thereafter	30 days/year or 240 hours/year
Maximum Accumulation	30 days/year or 240 hours/year 180 days or 1,440 hours

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

- b) Reasons to Use Sick Leave. Sick leave is available when an employee is ill or injured to the extent of being unable to work. Sick leave may be taken for absences made necessary for medical appointments or by reason of illness, injury, or disability, including temporary illnesses caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, by exposure to contagious disease which may endanger the employee or public health, or by illness in the immediate family making it necessary that the employee be absent from his or her duties.

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

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

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

Upon the death of an employee, his or her beneficiary will be paid one-fourth (1/4) of his or her accumulated unused sick leave, with the rate of payment

based upon the employee's regular pay at the date of death.

- g) Transfer Employees. An employee who is transferred within the State College System shall have his or her accrued sick leave transferred to the receiving College. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the receiving College at the discretion of receiving College. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the new employer at the discretion of the new employer.
- h) Advancing Sick Leave. The President may advance sick leave in an amount not to exceed a total of forty (40) hours. Sick leave earned thereafter will be applied toward the negative sick leave account balance until the amount advanced is fully reimbursed. Upon separation from employment, employees who have been advanced sick leave shall reimburse the Employer for all advanced and unreimbursed sick leave. The Employer is authorized to deduct such amount from the employee's final pay.
- i) Medical Documentation. Medical documentation to substantiate the legitimate use of sick leave may be required by supervisors.
- j) Requesting Leave. When possible, sick leave shall be requested before the employee's shift begins with as much advanced notice as possible.

**Section 19.1 Vacation Leave**

- a) Accrual Rates.

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

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

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

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

1-5 years of continuous employment	12 days/year or 96 hours/year
6th year of continuous employment	15 days/year or 120 hours/year
7th year of continuous employment	16 days/year or 128 hours/year
8th year of continuous employment	17 days/year or 136 hours/year
9th year of continuous employment	18 days/year or 144 hours/year
10th year of continuous employment	19 days/year or 152 hours/year
11th year of continuous employment	20 days/year or 160 hours/year
12th year of continuous employment	21 days/year or 168 hours/year
13th year of continuous employment	22 days/year or 176 hours/year
14th year of continuous employment	23 days/year or 184 hours/year
15th year of continuous employment	24 days/year or 192 hours/year
16th year of continuous employment and thereafter	25 days/year or 200 hours/year
Maximum Accumulation	35 days/year or 280 hours/year

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

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

- b) Reasons to Use Vacation Leave. Employees can request to use vacation leave for whatever purpose they choose.
- c) Employees Returning Within One (1) Year. An employee who has separated from employment for any reason other than disciplinary and who returns to employment within one (1) year from the date of separation will have his or her service for vacation leave accrual computed by combining prior continuous service with current continuous disregarding the period of absence.
- d) Compensation for Unused Vacation Leave. Employees upon retirement or separation from employment, will be paid for unused accumulated vacation leave. Upon the death of an employee, his or her beneficiary will be paid for the unused accumulated vacation leave. Payment rates will be based on the regular rate of pay at the time of retirement, separation or death.
- e) Approval to Use Vacation Leave. Approval of employee requests with reasonable and adequate notice for consecutive days of accumulated vacation leave will be subject to the needs of the Employer but will not be unreasonably denied.

- f) Transfer Employee. An employee who is transferred within the State College System will have his or her accrued vacation leave transferred to the receiving College. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the receiving College at the discretion of receiving College. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the new employer at the discretion of the new employer.
  
- g) Advancing Vacation Leave. The President may advance vacation leave in an amount not to exceed a total of forty (40) hours. Vacation time earned 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,

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hospice, or residential care facility, or continuing treatment by a health care provider for three (3) or more consecutive days.

- 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
  - 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
  - 4) Any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if unrelated, e.g., cancer (chemotherapy), kidney disease, (dialysis).
- c) Use of Paid Leave. Sick or vacation leave may be used at the election of the employee during family and medical leave. Although employees may retain accrued, unused vacation and sick leave, such leave shall not accrue while on family and medical leave.
  - d) Requests. Requests for family and medical leave must be submitted to the Human Resource Director/AVP 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 during the actual period of service, and the employee will retain fees paid him or her as a juror; provided that the employee calls his or her supervisor to determine whether he or she should report for work upon being released from jury duty on any day prior to the end of his or her regular shift.

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

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

**Section 19.7** Military Leave. Military leaves of absence will be granted to all employees as may be provided by state and federal law or regulation 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. Employees may contribute accrued vacation leave or compensatory hours to benefit another employee at the same College who is suffering from a catastrophic illness. Vacation leave or compensatory hours may be donated in no less than one (1) day increments. Hours donated but not used will be maintained in a crisis leave sharing pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College which shall include at least one (1) support staff bargaining unit employee.

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

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

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

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

**Section 20.0** Union Notice to Conduct Business at College. Duly authorized representatives of the Union, who are not employees of the College, and who provide at least twenty-four (24) hours prior notice, if possible, to the Human Resources Director/AVP, 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, 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

## 2019-2021 NAPE Agreement

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classroom schedule of the College or its employees. For the purpose of this meetings rule only, nonworking hours will ordinarily mean the normal lunch period and those hours between 5:00 p.m. in the afternoon and 8:00 a.m. in the morning during weekdays, and the hours from 8:00 a.m. Saturday to 8:00 a.m. on the following Monday for weekends. If the published hours of operation for any College differs from the prior noted schedule, the published schedule for working hours will control.

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

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

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

### ARTICLE 22. PAYROLL DEDUCTIONS

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

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

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**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/AVP 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/AVP 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.


**2019-2021 NAPE Agreement**


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Dated this 15th day of January 2019


**BOARD OF TRUSTEES FOR  
NEBRASKA STATE COLLEGES**

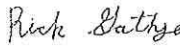
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Gary Bieganski, Board Chair

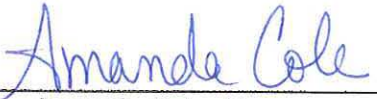
By:   
Paul Turman, Chancellor

By:   
Kristin Petersen  
Chief Negotiator, NSCS

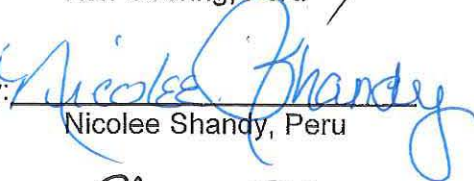
**NEBRASKA ASSOCIATION OF  
PUBLIC EMPLOYEES**

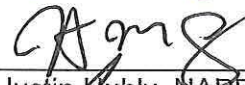
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Tom Schmitz, Wayne

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Rick Gathje, Wayne

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Amanda Cole, Peru

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Ken Goering, Peru

By:   
Nicolee Shandy, Peru

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Justin Hubly, NAPE/AFSCME

By:   
Ted Buri, NAPE/AFSCME

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**APPENDIX A**  
**Support Staff Position Salary Guide 2019-20**

		5 years	10 years	15 years	20+ years
	1	2	Mid-point	4	5
<b>Salary Grade 3</b>					
Annual	20,190.00	23,026.00	25,904.00	28,761.00	31,596.00
Monthly	1,682.50	1,918.83	2,158.67	2,396.75	2,633.00
Hourly	9.71	11.07	12.45	13.83	15.19
Accounting Clerk I					
Office Assistant I					
<b>Salary Grade 4</b>					
Annual	21,704.00	24,795.00	27,844.00	30,957.00	34,027.00
Monthly	1,808.67	2,066.25	2,320.33	2,579.75	2,835.58
Hourly	10.43	11.92	13.39	14.88	16.36
Custodian					
Library Assistant					
Mail Clerk					
Maintenance Repair Worker I					
Security Officer I					
<b>Salary Grade 5</b>					
Annual	23,345.00	26,650.00	29,933.00	33,238.00	36,521.00
Monthly	1,945.42	2,220.83	2,494.42	2,769.83	3,043.42
Hourly	11.22	12.81	14.39	15.98	17.56
Accounting Clerk II					
Office Assistant II					
Medical Assistant					
<b>Salary Grade 6</b>					
Annual	25,051.00	28,611.00	32,129.00	35,711.00	39,250.00
Monthly	2,087.58	2,384.25	2,677.42	2,975.92	3,270.83
Hourly	12.04	13.76	15.45	17.17	18.87
Computer Operator					
Custodial Leader					
Library Technician					
Maintenance Repair Worker II					
<b>Salary Grade 7</b>					
Annual	26,970.00	30,786.00	34,602.00	38,376.00	42,214.00
Monthly	2,247.50	2,565.50	2,883.50	3,198.00	3,517.83
Hourly	12.97	14.80	16.64	18.45	20.30
Accounting Clerk III					
Facility Operations Assistant					
Financial Aid Technician					
Office Assistant III					
Security Officer II					



**APPENDIX A**  
**Support Staff Position Salary Guide 2019-20**

		5 years	10 years	15 years	20+ years
	1	2	Mid-point	4	5
<b>Salary Grade 8</b>					
Annual	28,974.00	33,046.00	37,161.00	41,254.00	45,348.00
Monthly	2,414.50	2,753.83	3,096.75	3,437.83	3,779.00
Hourly	13.93	15.89	17.87	19.83	21.80
Maintenance Repair Worker III					
<b>Salary Grade 9</b>					
Annual	31,127.00	35,519.00	39,932.00	44,346.00	48,738.00
Monthly	2,593.92	2,959.92	3,327.67	3,695.50	4,061.50
Hourly	14.96	17.08	19.20	21.32	23.43
Electrician					
Office Assistant IV					
<b>Salary Grade 10</b>					
Annual	33,430.00	38,163.00	42,875.00	47,629.00	52,405.00
Monthly	2,785.83	3,180.25	3,572.92	3,969.08	4,367.08
Hourly	16.07	18.35	20.61	22.90	25.19
Broadcast Engineer					
Maintenance Repair Worker IV					
<b>Salary Grade 11</b>					
Annual	35,946.00	41,041.00	46,115.00	51,211.00	56,285.00
Monthly	2,995.50	3,420.08	3,842.92	4,267.58	4,690.42
Hourly	17.28	19.73	22.17	24.62	27.06
Electrician Master					
<b>Salary Grade 12</b>					
Annual	37,928.00	43,258.00	48,631.00	53,982.00	59,334.00
Monthly	3,160.67	3,604.83	4,052.58	4,498.50	4,944.50
Hourly	18.23	20.80	23.38	25.95	28.53

**APPENDIX A**  
**Support Staff Position Salary Guide 2020-21**

		5 years	10 years	15 years	20+ years
	1	2	Mid-Point	4	5
<b>Salary Grade 3</b>					
Annual	20,695.00	23,602.00	26,552.00	29,480.00	32,386.00
Monthly	1,724.58	1,966.83	2,212.67	2,456.67	2,698.83
Hourly	9.95	11.35	12.77	14.17	15.57
Accounting Clerk I					
Office Assistant I					
<b>Salary Grade 4</b>					
Annual	22,247.00	25,415.00	28,540.00	31,731.00	34,878.00
Monthly	1,853.92	2,117.92	2,378.33	2,644.25	2,906.50
Hourly	10.70	12.22	13.72	15.26	16.77
Custodian					
Library Assistant					
Mail Clerk					
Maintenance Repair Worker I					
Security Officer I					
<b>Salary Grade 5</b>					
Annual	23,929.00	27,316.00	30,681.00	34,069.00	37,434.00
Monthly	1,994.08	2,276.33	2,556.75	2,839.08	3,119.50
Hourly	11.50	13.13	14.75	16.38	18.00
Accounting Clerk II					
Office Assistant II					
Medical Assistant					
<b>Salary Grade 6</b>					
Annual	25,677.00	29,326.00	32,932.00	36,604.00	40,231.00
Monthly	2,139.75	2,443.83	2,744.33	3,050.33	3,352.58
Hourly	12.34	14.10	15.83	17.60	19.34
Computer Operator					
Custodial Leader					
Library Technician					
Maintenance Repair Worker II					
<b>Salary Grade 7</b>					
Annual	27,644.00	31,556.00	35,467.00	39,335.00	43,269.00
Monthly	2,303.67	2,629.67	2,955.58	3,277.92	3,605.75
Hourly	13.29	15.17	17.05	18.91	20.80
Accounting Clerk III					
Facility Operations Assistant					
Financial Aid Technician					
Office Assistant III					
Security Officer II					

**APPENDIX A**  
**Support Staff Position Salary Guide 2020-21**

		5 years	10 years	15 years	20+ years
	1	2	Mid-Point	4	5
<b>Salary Grade 8</b>					
Annual	29,698.00	33,872.00	38,090.00	42,285.00	46,482.00
Monthly	2,474.83	2,822.67	3,174.17	3,523.75	3,873.50
Hourly	14.28	16.28	18.31	20.33	22.35
Maintenance Repair Worker III					
<b>Salary Grade 9</b>					
Annual	31,905.00	36,407.00	40,930.00	45,455.00	49,956.00
Monthly	2,658.75	3,033.92	3,410.83	3,787.92	4,163.00
Hourly	15.34	17.50	19.68	21.85	24.02
Electrician					
Office Assistant IV					
<b>Salary Grade 10</b>					
Annual	34,266.00	39,117.00	43,947.00	48,820.00	53,715.00
Monthly	2,855.50	3,259.75	3,662.25	4,068.33	4,476.25
Hourly	16.47	18.81	21.13	23.47	25.82
Broadcast Engineer					
Maintenance Repair Worker IV					
<b>Salary Grade 11</b>					
Annual	36,845.00	42,067.00	47,268.00	52,491.00	57,692.00
Monthly	3,070.42	3,505.58	3,939.00	4,374.25	4,807.67
Hourly	17.71	20.22	22.73	25.24	27.74
Electrician Master					
<b>Salary Grade 12</b>					
Annual	38,876.00	44,339.00	49,847.00	55,332.00	60,817.00
Monthly	3,239.67	3,694.92	4,153.92	4,611.00	5,068.08
Hourly	18.69	21.32	23.96	26.60	29.24