

## ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

September 10, 2020

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***ACTION:***

**First and Final Round Approval of Revisions to Board Policy 5102; Faculty Employees Excluded from the SCEA Bargaining Unit; Board Policy 5103; Professional Staff Employees Excluded from the NSCPA Bargaining Unit and Board Policy 5104; Support Staff Employees Excluded from the NAPE/AFSCME Bargaining Unit**

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The revisions to Board Policies 5102, 5103 and 5104 will allow non-union employees to donate more leave hours to help other employees with low leave balances manage COVID-19 related absences. The Board approved changes for leave donations for union employees in the bargaining agreements in April 2020.

The System Office recommends approval of the Revisions to Board Policies 5102, 5103 and 5104.

**ATTACHMENTS:**

- Revisions to Board Policy 5102 (PDF)
- Revisions to Board Policy 5103 (PDF)
- Revisions to Board Policy 5104 (PDF)

## **PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM**

**POLICY: 5102 Faculty Employees Excluded from the  
SCEA Bargaining Unit**

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### **BOARD POLICY**

The terms and conditions of employment described in this policy apply to full-time faculty employees (at least .75 FTE) who are excluded from the SCEA collective bargaining unit.

### **ABANDONMENT**

Employees may be considered to have abandoned the job if absent from work for longer than two (2) scheduled work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

### **APPOINTMENTS**

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

### **BACKGROUND CHECKS**

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

### **BENEFITS**

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages, unless coverage is required under the Affordable Care Act.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board 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 plan, with the employee responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed by the Board and request family coverage, each individual will be required to contribute an amount equal to the contribution an employee makes toward single coverage. Employees who elect insurance must enroll in both the medical and dental plans.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

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

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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 Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) 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.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board 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.

#### **DISCIPLINARY ACTION**

Employees may be terminated from employment prior to the expiration of the current employment appointment for adequate cause. The exercise of academic freedom or constitutionally guaranteed civil rights will not be used as a basis for termination of employment. The College shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including but not limited to grounds for disciplinary action.

A decision to terminate an employee for cause will be made by the President, after the employee has had an opportunity for a hearing before a committee established by the President. When considering a termination for cause, the President or designee shall prepare a formal statement of charges, framed with reasonable particularity, and setting forth the grounds for termination. Said statement of charges shall be provided to the employee.

Within ten (10) business days of the receipt of the charges, the employee may submit a written response to the President and shall indicate whether he or she desires a hearing before the committee. If no written response is received, or if a hearing is not requested within the specified time, such failure constitutes the waiver of the right to a hearing.

If the employee requests a hearing, the President shall set the date and time for that hearing as soon as possible in order to permit the parties to reasonably prepare for the hearing.

During the hearing, the employee may bring an advisor and/or counsel at his or her own expense to the proceedings. A complete recording of the hearing will be made, and upon request, a copy will be made available to the employee at his or her own cost. The employee will be afforded an opportunity to obtain and present necessary witnesses and documentary or other evidence. The employee and the College will have the right to confront and cross-examine all adverse witnesses.

The committee shall prepare a written statement of findings of fact and recommendation, which shall be delivered to the employee, the President, and the Chancellor, within ten (10) business days following conclusion of the hearing. The findings of fact shall be based on a preponderance of the evidence in the record considered as a whole, as determined by a majority of the committee. The President shall review and consider the committee's recommendations prior to making a decision regarding the termination of employment. The President's decision shall be rendered within ten (10) business days.

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If the employee is not satisfied with the decision of the President the employee may make a written request to the Chancellor within ten (10) business days of the receipt of the President's decision. The Chancellor shall render a written decision regarding the dismissal within twenty (20) business days. The decision of the Chancellor, on behalf of the Employer, shall be final. The dismissed employee may only seek additional recourse under available state and federal law.

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

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

#### **DRUG AND ALCOHOL TESTING**

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board 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.

#### **GRIEVANCE PROCEDURE**

The grievance procedure as set forth herein is designed to provide a prompt and efficient method for the resolution of grievances. The grievance procedure hereinafter set forth shall be the exclusive method for resolving grievances. Time limits provided herein should be adhered to unless modifications are agreed to in writing by the parties to the grievance.

A grievance is defined to be a dispute filed by an employee concerning the interpretation or application of policies, or other terms and conditions of employment, and filed in accordance with the terms of this policy. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

**Informal Grievance.** Prior to the filing of a formal grievance hereunder, an employee shall discuss his or her dispute with the appropriate Dean or the administrator who made the decision at issue in an attempt to resolve the dispute.

**Formal Grievance.** In reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance; the act or acts of commission or omission; the dates of the act or acts; the identity of the party or parties alleged to have caused the grievance; the specific policies that are alleged to have been violated; and the remedy that is sought.

**Procedure.** A formal grievance shall be processed in the following manner:

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### **POLICY: 5102 Faculty Employees Excluded from the SCEA Bargaining Unit**

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

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

Upon the written request of either party to the other, an additional ten (10) business days extension shall be granted during which period efforts to resolve the grievance shall be made.

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

Within ten (10) business days of receipt of the grievance appeal, the President shall submit the grievance to a "Grievance Advisory Committee" established by the President. The Grievance Advisory Committee shall hold a hearing within ten (10) business days after receipt of the grievance and shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The grievant shall have the right to attend all evidentiary proceedings of the committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant argument or evidence. The grievant shall also have the right to assistance by counsel at the grievant's expense. The committee following its own procedures shall submit a complete recording of the hearing, copies of all exhibits, and the committee's findings and recommendations to the President and grievant within ten (10) business days following the hearing. Any party who wishes to use a court reporter to take a verbatim transcript may do so at their own expense.

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

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

If the Chancellor's decision under this Step fails to satisfy the grievant, the grievant wishing to continue may seek relief under one of the following two (2) options:

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

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

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### **LAYOFFS**

The President or Chancellor, as appropriate, decides when a layoff is necessary, and which employees and positions will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision. Employees shall receive written layoff notices at least ninety (90) calendar days in advance.

### **LEAVE**

#### **Bereavement Leave.**

Employees shall be granted paid bereavement leave for up to six (6) days during each academic year. Generally, bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future. Such leave must be approved through the usual leave practices or procedures.

#### **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.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

#### **Crisis Leave Sharing Program.**

Employees may contribute ~~three (3) days of~~ accrued sick leave ~~per calendar year~~ to benefit another employee at the same College who is suffering from a catastrophic illness or who is unable to report to work due to pandemic quarantine measures. Sick leave shall be donated in no less than a one (1) day increment. Hours donated, but not used, will be maintained in a shared leave pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College.

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

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[Details of the Crisis Leave Sharing Program are available at the College Human Resources Office.](#)

#### **Family and Medical Leave**

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

- a) for the birth of a child, or the placement of a child for adoption or for foster care;
- b) to care for a spouse, children, parents, or persons bearing the same relationship to the employee's spouse with a serious health condition;
- c) for the employee's own serious health condition; or,
- d) for any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the 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: "Children" shall mean a biological, adopted or foster child, a step-child or legal ward.

A serious health condition is defined to include:

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

Sick leave may be used at the election of the employee during family and medical leave. Although employees may retain accrued, unused sick leave, such leave shall not accrue while on FMLA leave. Requests for family and medical leave must be submitted to the Dean and Human Resource Director/AVP for approval. Appropriate medical certification or documentation may be required.

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

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The Board agrees to continue to pay its portion of insurance premiums during the term of FMLA leave. In the event both parents are eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of a newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Family Military Leave Act. 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 as much advanced notice as is practicable. The employee shall consult with his or her supervisor to schedule the leave so as not to unduly disrupt College operations. Certification may be requested 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.

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.

#### **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. When the President declares the College closed, absences will not be charged against employee leave balances. The Chancellor is authorized to make inclement weather leave decisions for employees located in the NSCS Office.

#### **Leave of Absence**

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

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



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Requests for leave of absence must be submitted according to a deadline established by the Academic Vice President, but no later than December 1 of the year preceding the year for which the leave is requested. Requests for a leave of absence without pay may be requested after the December 1 deadline if there are extenuating circumstances, such as receipt of a Fulbright award. Such leaves are limited to one (1) year but leave without pay may be extended one (1) additional year by mutual agreement. Requests for extension must be received by February 1. Granting leaves of absence is at the discretion of the President and is a non-grievable matter.

Employees on a paid leave of absence will continue to receive the proportionate share of the Board's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the employee.

Employees on an unpaid leave of absence may contribute to the retirement plan and participate in applicable insurance programs at his or her own expense.

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

#### **Other Requested Absences**

Absences may be requested by full-time employees (at least .75 FTE) for personal exigencies or for other personal or professional reasons. Approval shall be at the discretion of the Dean and is a non-grievable matter. Requests to be absent for more than one (1) day, must be accompanied by a written description regarding the need and an explanation of how work responsibilities will be covered. If approved, a copy of the written description should also be sent to Human Resources to be maintained in the faculty member's personnel file.

#### **Sick Leave**

Paid sick leave for full-time employees (1.0 FTE) shall accrue at the rate of twelve (12) days per contract year. Sick leave accrual shall be prorated as of the first day of employment, and unused sick leave may be accumulated up to and including one hundred-eighty (180) business days. Supervisors may require documentation to substantiate the legitimate use of sick leave. Sick leave is not intended as any earned time off with pay, and will not be granted as such. Unused sick leave will not be paid out at the end of employment. Employees who have separated from employment and return after a break in service shall not have prior sick leave balances reinstated.

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

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

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

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### **PERFORMANCE EVALUATION**

The President is responsible for determining how and when the performance of employees will be evaluated at the College. The Chancellor is responsible for determining how and when the performance of employees will be evaluated in the NSCS Office.

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

### **TUITION PROGRAMS**

Only full-time (at least .75 FTE) employees are eligible for the following programs. These programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.

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

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

Employees shall be eligible to enroll in credit courses for one dollar (\$1.00) per course plus applicable course related fees, such as lab, materials, etc., which are normally added above tuition. One dollar (\$1.00) covers the cost of tuition for purposes of this waiver program and the one dollar (\$1.00) charge is non-refundable. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course beyond one dollar (\$1.00). Tuition waiver under this program will be limited to one (1) course per term on a space available basis and such enrollment will not be counted toward minimums necessary for a course to be offered.

An employee may not enroll in the tuition remission and tuition waiver courses simultaneously the same semester. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses.

Policy Adopted:	3/19/82	
Policy Revised:	6/5/93	
Policy Effective:	7/1/09	Approved: 4/17/09
Policy Effective:	7/1/11	Approved: 3/25/11
Policy Effective:	7/1/13	Approved: 3/15/13
Policy Effective:	7/1/15	Approved: 1/21/15
Policy Revised:	11/13/15	
Policy Effective:	7/1/17	Approved: 3/24/17
Policy Effective:	7/1/19	Approved: 3/21/19
<u>Policy Revised:</u>		

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**POLICY: 5103**

**Professional Staff Employees Excluded  
From the NSCPA Bargaining Unit**

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### **BOARD POLICY**

The terms and conditions of employment described in this policy apply to full-time and part-time professional staff employees who are excluded from the NSCPA collective bargaining unit. This policy does not apply to temporary employees or student employees.

### **ABANDONMENT**

Employees may be considered to have abandoned the job if absent from work for longer than two (2) work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

### **BACKGROUND CHECKS**

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

### **BENEFITS**

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages, unless coverage is required under the Affordable Care Act.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board 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 plan, with the employee responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed by the Employer and request family coverage, each individual will be required to contribute an amount equal to the contribution an employee makes toward single coverage. Employees who elect insurance coverage must enroll in both the medical and dental plans.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

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

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 Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

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### **Professional Staff Employees Excluded From the NSCPA Bargaining Unit**

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The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) 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.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board 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.

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 activities.

### **CORRECTIVE AND DISCIPLINARY ACTION**

The Colleges shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including, but not limited to grounds for disciplinary action. The same rules of conduct and disciplinary grounds shall apply to employees located in the NSCS Office.

The Chancellor is authorized to implement corrective and disciplinary action for System Office employees, pursuant to the procedures established in this policy.

The right to exercise discipline for just cause is vested exclusively in the Board; 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 as not in conformance with this policy, may be grieved.

Investigatory Suspension. An employee who is under investigation for alleged misconduct, or charged with criminal activity may, at the discretion of the President or designee, be suspended with pay and full benefits, until such time as it is possible to determine if disciplinary action should be taken. Such investigatory suspensions are not grievable. The Chancellor is authorized to implement corrective and disciplinary action for System Office employees, pursuant to the procedures established in this policy.

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.

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

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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.

Notice of Disciplinary Action. 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, which is housed in the Human Resource Office.

#### Types of Disciplinary Action

**Written Warning.** Written warnings consist of a discussion between the employee and the 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 with applicable time requirements. Written reprimands will include a place for supervisors to note in writing when unsatisfactory performance issues have been resolved. Employees will receive a copy of this written note.

**Disciplinary Probation.** A disciplinary probation may be imposed by the appropriate Vice President or designee for a period of up to six (6) months, but may be extended during which time the employee's performance must improve. A corrective action plan including improvement standards and time frames shall be included in the written disciplinary notice.

- i) Employees on disciplinary probation shall not be granted pay increases.
- ii) Employees granted leave while serving disciplinary probation may have their probation period 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.

**Disciplinary Suspension Without Pay.** A period of suspension imposed by the President shall be without pay and shall not exceed twenty (20) working days. The disciplinary notice informing the employee of suspension shall be dated and include the reason for the suspension and the number of days of the suspension.

- 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.

**Demotion.** A President may transfer an employee to a position of lesser responsibility as a disciplinary action. Upon transfer, a President shall place the employee in the new position at an appropriate, reduced salary.

**Dismissal.** Dismissal is removal from employment for failure to respond to previous disciplinary actions or when extreme circumstances render any preceding steps unnecessary or inappropriate. Employees may be dismissed for cause prior to the expiration of his or her current appointment term.

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Upon receipt of a supervisor's 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 to the President or designee, any additional facts, material, or evidence regarding the employee's potential dismissal. Failure by the employee to appear shall constitute a waiver by the employee of the aforementioned meeting. The employee may be represented by a third party at the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the employee is unable to attend unless both the President and the employee mutually agree to another time, date, and/or place.

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 dismissal. The five (5) day period may be extended upon agreement between the President and the employee. A copy of the President's recommendation shall be forwarded to the employee and the Chancellor. If the President recommends that the employee be dismissed, the written notice shall inform the employee that he or she may request a hearing before an advisory committee by submitting a written request to the President within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the President shall refer the proposed dismissal to an advisory committee for a hearing and recommendation. The committee members will be appointed by the President.

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

The hearing shall be conducted within twenty (20) working days of the request for a hearing. The committee shall render its written recommendation along with a complete recording of the hearing to the employee and the President within ten (10) working days after the hearing is closed.

Within ten (10) working days after receiving the recommendation from the committee, the President shall render a decision in writing to the employee and committee. If the President rejects the recommendations of the committee, the President shall state reasons for doing so, in writing, to the committee and the employee. The committee shall have the opportunity within five (5) working days to provide a response for the record.

If the employee is not satisfied with the decision of the President, the employee may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision. The Chancellor shall render a written decision regarding the dismissal within twenty (20) working days. The decision of the Chancellor, on behalf of the Employer, will be final.

An employee recommended for dismissal for cause shall continue to be an employee until the appeal procedure up to and including the Chancellor only has been exhausted or until the employee has failed to advance his or her

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appeal in a timely fashion. The President may, at his or her discretion, suspend or reassign the employee to other professional duties with pay during the appeal procedure.

If the Chancellor recommends dismissal for an employee in the NSCS Office, the employee may request a hearing before a hearing officer by submitting a written request to the Board Chair within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the Board shall appoint a hearing officer to conduct a hearing and submit findings of facts and recommendations to the Board for a vote on the dismissal decision. The Board's decision will be final.

### **DRUG AND ALCOHOL TESTING**

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board 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.

### **GRIEVANCE PROCEDURE**

All regularly employed full-time employees (at least .75 FTE) have grievance rights. Applicants, temporary employees, part-time employees (less than .75 FTE) and employees located in the NSCS Office do not have grievance rights under this policy.

Employees who are aggrieved as a result of administrative or management actions resulting in an injury, injustice, or wrong involving a misinterpretation or misapplication of rules promulgated by the Board or College rules and regulations may grieve such actions. Presidents and the Chancellor, as appropriate, shall ensure that every possible effort is made to resolve grievances at the College level.

The Board has final authority to determine whether or not an issue is grievable, and may elect to hear any issue at its discretion. Issues determined to be non-grievable are subject to summary dismissal. The following issues, when done in compliance with established law, rule or policy, are examples of non-grievable matters: performance evaluations; employment appointments including promotions to positions; leave of absence decisions; salary allocations; and, position classification. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

Prior to filing a formal grievance, an employee shall request a "preliminary grievance meeting" to discuss the matter with the immediate supervisor or the administrator who made the decision at issue in an attempt to resolve the dispute.

**Steps.** A formal grievance will be processed in the following manner:

**Step 1.** A formal grievance shall be filed in writing with the Human Resource Director/AVP within twenty (20) working days following the act or omission giving rise thereto, or the date on which the grievant knew, or reasonably should have known, of such act or omission if the date is later. The Human Resource Director/AVP and appropriate Vice President have ten (10) working days after receipt of the grievance, or any extension provided for herein, to review the matter. The Vice President shall issue a determination in writing to the grievant within the ten (10) working day period.

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**Step 2.** The grievant shall have five (5) working days from receipt of the Vice President's decision to appeal that decision to the President, by filing the written grievance form and all prior written responses with the President. At the grievant's request, the President will conduct a conference with the grievant 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 grievant.

**Step 3.** The grievant may appeal the President's decision to the Chancellor, 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 Chancellor.

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

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

### **HOLIDAY SCHEDULE**

Twelve (12) paid holidays are provided each year. Additional holidays may be scheduled at the discretion of the President or Chancellor to match state and federal holiday observances. 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. Part-time employees shall receive paid holiday time on a pro-rated basis.

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

### **LAYOFFS**

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

Employees shall receive written layoff notices at least ninety (90) calendar days in advance.

### **LEAVE**

#### **Bereavement Leave**

At the discretion of the immediate supervisor, up to six (6) days of paid bereavement leave, per fiscal year, may be granted to employees for purposes of bereavement. Reasonable requests within this limit shall not be denied. Generally, bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future.



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### 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.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

### Crisis Leave Sharing Program

Employees may contribute accrued vacation, compensatory time, or ~~one (1) day of~~ accrued sick leave ~~per calendar year~~ to benefit another employee at the same College who is suffering from a catastrophic illness ~~or who is unable to report to work due to pandemic quarantine measures~~. To be eligible to receive leave, employees must have ~~been employed for at least twelve (12) consecutive months and have had~~ exhausted their own leave options ~~and have been absent for at least thirty (30) days during the prior six (6) months. To be eligible to donate sick leave, employees must maintain a minimum of one hundred sixty (160) hours of sick leave~~. Accrued vacation or sick leave may be donated in no less than one (1) day increments. Hours donated, but not used, will be maintained in a shared leave pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College.

The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety (90) days in a twelve (12) month period.

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

[Details of this program are available at the Human Resource Office and on the HR website.](#)

Employees located in the NSCS Office may contribute accrued vacation leave, compensatory time, or ~~one (1) day of~~ accrued sick leave ~~per calendar year~~ to benefit another employee in the NSCS Office under the same terms and conditions listed above.

### Family and Medical Leave

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:

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- 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, 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; and
  - 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

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

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

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.

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. Requests in the NSCS Office should be submitted to the Chancellor. To the extent possible, thirty (30) days' notice will be given by the employee.

Insurance Contributions. The Board agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.

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.

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Family Military Leave Act. 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 as much advanced notice as is practicable. The employee shall consult with his or her supervisor to schedule the leave so as not to unduly disrupt College operations. Certification may be requested 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.

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.

### **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 comp-time balances (if applicable), 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 President will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and the employee. The Chancellor is authorized to make inclement weather leave decisions for employees located in the NSCS Office.

### **Leave of Absence**

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

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

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Employees will continue to receive the proportionate share of the Board's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the employee. Employees on unpaid leave of absence may contribute to the retirement plan and participate in the insurance programs at their own expense.

Within ninety (90) days following the employees return from the leave of absence, the employee shall submit to the President or Chancellor a written report summarizing the activities and results of the leave.

#### **Sick Leave**

Employees shall be allowed sick leave with pay. Medical documentation to substantiate the use of sick leave may be required by supervisors.

Sick leave shall accrue at the rate of one (1) day per calendar month of consecutive service during the first five (5) years of service for full-time employees (1.0 FTE). Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Employees who have completed six (6) or more years of consecutive service shall accrue sick leave according to the following schedule:

1st through 5th year	1.0 day per month
6th year	1.1 days per month
7th year	1.2 days per month
8th year	1.3 days per month
9th year	1.4 days per month
10th year/thereafter	1.5 days per month

Accrual of sick leave shall begin the first day of employment, and unused sick leave may be accumulated up to and including one hundred eighty (180) days [one thousand four hundred forty (1,440) hours]. At no time will an employee be allowed to accrue sick leave hours in excess of the one thousand four hundred forty (1,440) hours [or one hundred eighty (180) day] accumulation limit. Employees with appointments less than 1.0 FTE shall accrue sick leave at a proportional pro-rated amount.

Sick pay is available with the realization that an employee may become ill or injured to the extent of being unable to work. Sick leave may be taken for absences made necessary by reason of illness, injury, or disability, including temporary illnesses covered by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, by exposure to dangerous disease which may endanger the employee or public health, medical appointments, 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 shall be defined to include the spouse, children (adopted, foster, step, biological, or legal ward), grandchildren, siblings, parents, grandparents, or parents of the spouse. It is not intended as any earned time off with pay, and shall not be granted as such. Employees shall not be compensated for unused sick leave upon separation of employment except in cases of retirement and death as provided below.

The President may advance sick leave to employees 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 and have not repaid it, shall reimburse the Board for all advanced and unreimbursed sick leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance sick leave to employees located in the NSCS Office.

Should an employee become ill or disabled and require hospitalization while on vacation, vacation leave shall be changed to sick leave, effective the date of hospitalization, upon request to the immediate supervisor.

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Documentation regarding the hospitalization may be requested.

An employee who is eligible for retirement in the NSCS will, upon separation of employment by reason of retirement, be entitled to a one-time payment of one-fourth (1/4) of their accumulated sick leave, with the rate of payment based upon their regular pay at the time of retirement. Upon the death of an employee, 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 time of death will be paid per Board Policy 5030.

Return to Employment Within One Year. Employees who have separated employment and who return to employment within one (1) year from the date of such separation shall have service for sick leave reinstated at the level established prior to the separation, unless they received the one-fourth (1/4) retirement payment. Employees who have been dismissed for disciplinary reasons shall not have service for sick leave reinstated.

Transfer Employees. An employee who is transferred within the NSCS shall have his or her accrued sick leave transferred. 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 or System Office at the discretion of the receiving President or Chancellor. 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.

#### **Vacation Leave**

Full time employees (1.0 FTE) shall accrue three (3) weeks' vacation with pay, which consists of fifteen (15) working days. Part-time employees (less than 1.0 FTE) shall earn vacation leave on a prorated basis. The basis for computation is the accrual of 1.25 vacation days per month of employment. Accrual of vacation leave shall begin the first day of employment. Employees with appointments less than twelve (12) months shall accrue vacation leave at a proportional pro-rated amount. Following the fifth (5th) year of continuous employment, the following accrual schedule shall be followed:

1st year through 5th year	15 days
6th year	16 days
7th year	17 days
8th year	18 days
9th year	19 days
10th year	20 days
11 <sup>th</sup> year	21 days
12 <sup>th</sup> year	22 days
13 <sup>th</sup> year	23 days
14 <sup>th</sup> year	24 days
15 <sup>th</sup> year	25 days

At no 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.

The President may advance vacation leave to an employee 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

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fully reimbursed. Upon separation from employment, employees who have been advanced vacation leave shall reimburse the Board for all advanced and unreimbursed vacation leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance vacation leave to employees located in the NSCS Office.

Employees, upon retirement, dismissal or separation from employment, shall be paid for unused accumulated vacation leave. Upon the death of an employee, unused accumulated vacation leave will be paid per Board Policy 5030.

Employee requests for up to ten (10) consecutive days of accumulated vacation leave shall not be unreasonably denied.

Supervisors shall respond to written requests for vacation leave within five (5) working days of the request. Requests for use of accumulated vacation leave shall not be unreasonably denied.

Return to Employment Within One Year. Employees who have separated employment and who return to employment within one (1) year from the date of such separation shall have service for vacation leave reinstated at the level established prior to the separation. However, employees who have been dismissed for disciplinary reasons shall not have service for vacation leave reinstated.

Transfer Employees. An employee who is transferred within the NSCS shall have his or her accrued vacation leave transferred. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation leave hours transferred to the receiving College or System Office at the discretion of the receiving President or Chancellor. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have vacation leave hours transferred to the new employer at the discretion of the new employer.

### **PAY**

Annual pay increases shall only be provided to employees with satisfactory or better performance evaluation reports.

Salary base increases may be paid upon the completion of each academic degree earned after the commencement of employment. 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. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office.

An employee assigned by a supervisor to perform the duties of another position may receive a temporary pay increase at the discretion of the President, or Chancellor for employees in the System Office.

### **PERFORMANCE EVALUATION**

The President is responsible for determining how and when the performance of employees will be evaluated at the College. The Chancellor is responsible for determining how and when the performance of employees will be evaluated at the NSCS Office.

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

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### **RESIGNATION**

To resign in good standing, written notice must be given to the campus President or Chancellor, as appropriate, at least ten (10) working days before separation, unless the President or Chancellor agrees to a shorter period.

### **TUITION PROGRAMS**

Only full-time (at least .75 FTE) employees are eligible for the following programs. These programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.

Immediate Family Tuition Remission. A sixty-seven percent (67%) tuition remission shall be available for immediate family (children who are twenty-four (24) years of age or younger at the beginning of the semester or session and a spouse) of 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 sixty-seven percent (67%) of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following condition:

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

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

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

An employee may not enroll in courses under these two programs 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.

Policy Adopted:	6/5/93	Policy Revised:
Policy Revised:	8/29/97	
Policy Revised:	6/2/06	
Policy Effective:	7/1/09	Approved: 4/17/09
Policy Effective:	7/1/11	Approved: 3/25/11
Policy Effective:	7/1/13	Approved: 3/15/13
Policy Effective:	7/1/15	Approved: 1/21/15
Policy Revised:	11/13/15	
Policy Effective:	7/1/17	Approved: 3/24/17
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### **BOARD POLICY**

The terms and conditions of employment described in this policy apply to full-time and part-time support staff employees who are excluded from the NAPE/AFSCME collective bargaining unit. This policy does not apply to temporary employees or student employees.

### **ABANDONMENT**

Employees may be considered to have abandoned the job if absent from work for longer than two (2) work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

### **BACKGROUND CHECKS**

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

### **BENEFITS**

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages, unless coverage is required under the Affordable Care Act.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board 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 plan, with the employee responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed by the Employer and request family coverage, each employee will be required to contribute an amount equal to the individual employee plan premium. If electing insurance coverage, an employee must be enrolled in both the medical and dental plans.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

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

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 Board will provide seventy-five



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percent (75%) of the aggregate costs of this coverage.

The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) 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.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board 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.

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 activities.

### **CORRECTIVE AND DISCIPLINARY ACTION**

The Colleges shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including, but not limited to grounds for disciplinary action. The same rules of conduct and disciplinary grounds shall apply to employees located in the NSCS Office.

The right to exercise discipline for just cause is vested exclusively in the Board; 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 as not in conformance with this policy, may be grieved.

The Chancellor is authorized to implement corrective and disciplinary action for System Office employees pursuant to the procedures established in this policy.

Investigatory Suspension. An employee who is under investigation for misconduct, or charged with criminal activity or for other reasons at the discretion of the President or designee may be suspended with pay until such time as it is possible to determine if disciplinary action should be taken. The Chancellor is authorized to implement corrective and disciplinary action for System Office employees pursuant to the procedures established in this policy.

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.

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

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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.

Notice of Disciplinary Action. 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.

### Types of Disciplinary Action.

**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.

**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.

**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.

**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.

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**Dismissal.** Dismissal is removal from employment for failure to respond to previous disciplinary actions or when extreme circumstances render any preceding steps unnecessary or inappropriate.

Upon receipt of a supervisor's 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 to the President or designee, any additional facts, material, or evidence regarding the employee's potential dismissal. Failure by the employee to appear shall constitute a waiver by the employee of the aforementioned meeting. The employee may be represented by a third party at the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the employee is unable to attend unless both the President and the employee mutually agree to another time, date, and/or place.

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 dismissal. The five (5) day period may be extended upon agreement between the President and the employee. A copy of the President's recommendation shall be forwarded to the employee and the Chancellor. If the President recommends that the employee be dismissed, the written notice shall inform the employee that he or she may request a hearing before an advisory committee by submitting a written request to the President within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the President shall refer the proposed dismissal to an advisory committee for a hearing and recommendation. The committee members will be appointed by the President.

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

The hearing shall be conducted within twenty (20) working days of the request for a hearing. The committee shall render its written recommendation along with a complete recording of the hearing to the employee and the President within ten (10) working days after the hearing is closed.

Within ten (10) working days after receiving the recommendation from the committee, the President shall render a decision in writing to the employee and committee. If the President rejects the recommendations of the committee, the President shall state reasons for doing so, in writing, to the committee and the employee. The committee shall have the opportunity within five (5) working days to provide a response for the record.

If the employee is not satisfied with the decision of the President, the employee may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision. The Chancellor shall render a written decision regarding the dismissal within twenty (20) working days. The decision of the Chancellor, on behalf of the Employer, will be final.

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

If the Chancellor recommends dismissal for an employee in the NSCS Office, the employee may request a hearing before a hearing officer by submitting a written request to the Board Chair within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the Board shall appoint a hearing officer to conduct a hearing and submit findings of facts and recommendations to the Board for a vote on the dismissal decision. The Board's decision will be final.

### **DRUG AND ALCOHOL TESTING**

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board 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.

### **GRIEVANCE PROCEDURE**

All regularly employed full-time employees (at least .75 FTE) have grievance rights. Applicants, temporary employees, probationary, part-time employees (less than .75 FTE) and employees located in the NSCS Office do not have grievance rights under this policy.

Employees who are aggrieved as a result of administrative or management actions resulting in an injury, injustice, or wrong involving a misinterpretation or misapplication of rules promulgated by the Board or College rules and regulations may grieve such actions. Presidents and the Chancellor, as appropriate, shall ensure that every possible effort is made to resolve grievances at the College and NSCS Office levels.

The Board has final authority to determine whether or not an issue is grievable and may elect to hear any issue at its discretion. Issues determined to be non-grievable are subject to summary dismissal. The following issues, when done in compliance with established law, rule or policy, are examples of non-grievable matters: performance evaluations; employment appointments including promotions to positions; leave of absence decisions; salary allocations; and, position classification. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

**Steps.** A grievance will be processed in the following manner:

**Step 1.** The employee will discuss the grievance with his or her immediate supervisor in an attempt to settle the grievance.

**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 the designated form. 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

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known, the identity of individual(s) alleged to have caused the grievance, the rule or policy that was misinterpreted or misapplied 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. The Vice President shall provide a written response to the employee 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.

**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.

**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 of his or her final 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.

**Time Limits.** Failure of the Employer in any step to render a decision to the employee with 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 maximum time limit shall be considered as termination of the grievance.

### **HOLIDAY SCHEDULE**

Twelve (12) paid holidays are provided each year. Additional holidays may be scheduled at the discretion of the President or Chancellor to match state and federal holiday observances. 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. Part-time employees shall receive paid holiday time on a pro-rated basis.

### **LAYOFFS**

The President or Chancellor, as appropriate, decides when a layoff is necessary, and which employees, 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.

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Employees to be laid off shall be given as much notice as possible, but at least fifteen (15) working days' written notice if employed full-time (at least .75 FTE) and ten (10) working days' written notice if employed part-time (less than .75 FTE).

### **LEAVE**

#### **Bereavement Leave.**

At the discretion of the immediate supervisor, up to six (6) days of paid bereavement leave, per fiscal year may be granted to employees. 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.

#### **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.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

#### **Crisis Leave Sharing Program.**

Employees may contribute accrued vacation leave, accrued sick leave or compensatory hours to benefit another employee at the same College who is suffering from a catastrophic illness or who is unable to report to work due to pandemic quarantine measures. Vacation leave, sick leave or compensatory hours may be donated in no less than one (1) day increments. Hours donated but not used will be maintained in a crisis leave sharing pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College.

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 Resource Office.

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Employees located in the NSCS Office may contribute accrued vacation leave, accrued sick leave or compensatory hours to benefit another employee in the NSCS Office under the same terms and conditions listed above.

#### **Family and Medical Leave**

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

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

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

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.



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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. Requests in the NSCS Office should be submitted to the Chancellor.

Notice. To the extent possible, thirty (30) days' notice will be given by the employee.

Insurance Contributions. The Board agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.

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.

Family Military Leave Act. 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 Medical Leave.

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.

### **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 President will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and the employee. The Chancellor is authorized to make inclement weather leave decisions for employees located in the NSCS Office.



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### Sick Leave

Employees Hired After 7-1-93. Full-time employees (1.0 FTE) 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. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Accrual of sick leave shall begin the first day of employment.

Employees Hired Prior to 7-1-93. Full time employees (1.0 FTE) 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. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Additional sick leave days, not to exceed one thousand four hundred forty (1,440) hours [or one hundred eighty (180) days] maximum accumulation of unused sick leave will accrue according to the following schedule:

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

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

Transfer. An employee who is transferred within the State College System shall have his or her accrued sick leave transferred to the receiving College or System Office. 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 or System Office at the discretion of the receiving President or Chancellor. 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.

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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.

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.

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.

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, 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 will be paid per Board Policy 5030.

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 balance until the amount advanced has been fully reimbursed. Upon separation from employment, employees who have been advanced sick leave and have not yet paid it back, shall reimburse the Board for all advanced and unreimbursed sick leave. The Board is authorized to deduct such amount from the employee's final pay. The Chancellor may advance sick leave to employees located in the System Office.

#### **Vacation Leave**

Employees Hired After 7-1-93. Full time employees (1.0 FTE) 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. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. 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/thereafter	20 days
Maximum Accumulation	35 days or 280 hours

Accrual of vacation leave shall begin the first day of employment. 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. Full-time employees (1.0 FTE) hired prior to July 1, 1993 shall accrue paid vacation leave at the rate of eight (8) hours for each calendar month of service completed during the first five (5) years of service. Part-time (less than 1.0 FTE) shall earn vacation leave on a prorated basis. 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/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.

Reasons to Use Vacation Leave. Employees can request to use vacation leave for whatever purpose they choose.

Transfer. An employee who is transferred within the State College System will have his or her accrued vacation leave transferred to the receiving College or System Office. 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 or System Office at the discretion of the receiving President or Chancellor. 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.

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.

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, unused accumulated vacation leave will be paid per Board Policy 5030. Payment rates will be based on the regular rate of pay at the time of retirement, separation or death.

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 Board but will not be unreasonably denied.

Transfer Employee. An employee who is transferred within the NSCS will have his or her accrued vacation leave transferred.

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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 and have not yet paid it back, shall reimburse the Board for all advanced and unreimbursed vacation leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance vacation leave to employees located in the System Office.

### **PAY**

Annual pay increases shall only be provided to employees with satisfactory or better performance evaluation reports.

Salary base increases may be paid upon the completion of each academic degree earned after the commencement of employment. 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. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office.

Salary base increases may be paid upon the completion of each certification program approved by the immediate supervisor 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 President, or by the Chancellor for employees in the System Office. After providing the salary increase, the Board has the right to continue to require the employee to maintain a current certificate without further compensation.

An employee assigned by a supervisor to perform the duties of a position in a classification higher than the classification currently held by the employee may receive a temporary pay increase at the discretion of the President, or Chancellor for employees in the System Office.

### **PERFORMANCE EVALUATION**

The President is responsible for determining how and when the performance of employees will be evaluated at the College. The Chancellor is responsible for determining how and when the performance of employees will be evaluated at the NSCS Office.

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

### **PROBATION PERIOD**

New employees shall be required to complete a probation period of six (6) months from the date of hire and shall be so notified. Employees who 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.

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.

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Discharge. Employees may be discharged at any time during the probation period with or without cause. The President or Chancellor will notify the employee in writing of the date the discharge is effective.

### **RESIGNATION**

To resign in good standing, written notice must be given to the campus President or Chancellor, as appropriate, at least ten (10) working days before separation, unless the President or Chancellor agrees to a shorter period.

### **RETIREMENT PROGRAMS**

Voluntary Retirement Settlement Program. Eligible full-time employees (at least .75 FTE) 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 NSCS and must provide six (6) months of advanced written notice. Part-time employees (less than .75 FTE) shall not be eligible for this program.

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 Board 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 Board 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 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 Board will pay an amount equivalent to the full-cost of the 65 Gold Plus Medicare Supplemental 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.

Early Retirement Incentive Program. The Program is designed to encourage the early retirement of eligible full-time (at least .75 FTE) 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 employees' retirement. The payment of premium will continue until the retired employee becomes eligible for coverage under the

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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. Part-time employees (less than .75 FTE) shall not be eligible for this program. In order to be eligible for this program, the employee has to meet the five (5) year Educator's Health Alliance continuous coverage requirement. If death occurs during the coverage period, the medical and dental benefit will terminate upon the date of death.

### **TUITION PROGRAMS**

Only full-time (at least .75 FTE) employees are eligible for the following programs. These programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status.

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 sixty-seven percent (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.

Employee Tuition Waiver. Employees will be eligible to enroll for credit in course offerings during non-work hours for one dollar (\$1.00) per course on a space available basis. Enrollment and tuition waiver under this provision will be limited to one (1) course of not more than four (4) 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) An employee's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment.

Limitation. An employee may not enroll in courses under the two programs described above 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.

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Policy Adopted: 1/28/77  
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Policy Effective: 7/1/09      Approved: 4/17/09  
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