

## ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

January 13, 2021

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**ACTION:** **Approve NSCS-NAPE/AFSCME and NSCS-SCEA 2021-2023 Agreements**

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Collective bargaining with NSCS faculty began August 25, 2020. Final agreement was reached on December 14, 2020. There were six (6) faculty members on the SCEA team - two individuals from each College. Gerard Ras from WSC was the Chief Negotiator. The NSCS team consisted of Kristin Divel, Jodi Kupper, and Academic Vice Presidents Jim Powell, Tim Borchers and Steve Elliott.

Collective bargaining with support staff began on August 24, 2020. Final agreement was reached on December 9, 2020. There were five (5) support staff members on the NAPE team and Justin Hubly led the NAPE team. The NSCS team consisted of Kristin Divel, Kara Vogt, and Human Resources Directors Anne DeMersseman, Eulanda Cade and Candace Timmerman.

The attached "TA" documents contain all *tentative agreements verbiage* that was negotiated. The new two-year agreements take effect on 7-1-2021.

The System Office recommends approval of the NAPE/AFSCME and SCEA 2021-2023 Agreements.

**ATTACHMENTS:**

- SCEA TA Document 12-14-20 (PDF)
- NAPE TA Document 12-09-20 (PDF)

## 2020 SCEA Negotiation Tentative Agreement “TA” Document

### ARTICLE II, Section 2.1 – TA 10/27/20

#### NONDISCRIMINATION AND WORKPLACE ENVIRONMENT

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

The Nebraska State Colleges are equal opportunity institutions and do not discriminate against any student, employee or applicant on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, religion, or age in employment and education opportunities, including but not limited to admission decisions. Each College has designated an individual to coordinate the College’s nondiscrimination efforts to comply with regulations implementing Title II of the Americans with Disabilities Act, Titles VI and VII of the Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act. Inquiries regarding non-discrimination policies and practices may be directed to the Compliance Coordinators assigned at each College and identified on each college website.

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

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

#### Section 2.2 Safety Committee – TA 10/22/20

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

## **ARTICLE III. – TA 10/21/20**

### **STATEMENT ON ACADEMIC FREEDOM AND SHARED GOVERNANCE**

The Board and SCEA recognize and accept the principles of academic freedom and shared governance as delineated in the Higher Learning Commission's criteria for accreditation. Concepts of academic freedom are based on the current AAUP Statement of Principles and Interpretive Comments on Academic Freedom and Tenure ("Statement"). The Statement, however, is not incorporated herein by reference.

#### **Section 4.2 Materials Not Courses – TA 10/22/20**

Faculty do not have intellectual property rights to individual courses or to the curriculum as a whole, but only to self-developed instructional materials used in the development of the course. Faculty members will provide grading information upon appropriate request. Upon request, faculty members shall provide information related to how grades are determined. This can include, but may not be limited to, the grading scale if it is not presented in the syllabus, assignments and the associated directions for completion of each assignment, rubrics developed for grading assignments, and weights assigned to each grade. supporting documentation from lectures and readings that demonstrate the relationship between the graded assignment and class activity, and any other materials that might be related to grading in the course.

#### **Section 5.1 Academic Calendar and Contract Period – TA 10/19/20**

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

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

#### **5.2.1 Academic Year Appointments – TA 11/6/20**

During an academic year appointment, faculty members shall be assigned no more than a thirty (30) credit hour adjusted workload. The usual and customary instructional workload will be twenty-four (24) adjusted credit hours per academic year contract except as may otherwise be required by appropriate College accrediting bodies (recognized by the United States Department of Education or the Council for Higher Education Accreditation) or applicable state regulations.

~~An instructional workload range of 11-13 credit hours may be assigned per semester.~~ Upon mutual agreement of the faculty member and Dean, instructional hours can be assigned during the fall and spring semesters in excess of 13~~2~~ credit hours without triggering overload obligations. Such agreement shall be documented in writing.

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

credited to scholarly and service activities.

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

### **5.2.2 Workload Adjustments – TA 10/19/20**

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

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

### **5.2.3 Notice of Teaching Assignments – TA 10/21/20**

In order to facilitate adequate planning, faculty members will be notified by their Dean as soon as possible of teaching assignments for the semester, but no later than ~~August 1 for fall semester and December 15 for spring~~ three weeks prior to the start of the semester unless exceptional circumstances exist that prevent meeting those deadlines. The notice of teaching assignments shall include the modality of the course. Changes in assignments or modality may occur as necessary in exceptional circumstances.

### **5.2.4 Directed Study, Special Projects and Independent Study Courses - TA 10/19/20**

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

### **5.2.5 Course Modality – TA 10/19/20**

Course modality is identified through an academic planning process developed at each College. However, the President reserves the right to make the final decision regarding course modalities.

## **5.4 Online and Blended and ~~Interactive Distant Learning~~ Courses – TA 11/6/20**

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

A blended course is distinctly different than teaching two sections of a specific course. A blended course has two separately registered groups of students enrolled in the same course at one specific College: online students and students who receive instruction face to face in the classroom. In a blended course, there are students physically attending in the classroom as well as students attending via the Internet from one or more remote locations. Students attending

remotely receive instruction synchronously (or through a recording of that specific live session) with the students in the classroom during set class meeting times. A blended course has a single syllabus and a common set of assignments, schedule, and curriculum.

Faculty members who are, at the President's sole discretion, assigned to teach online ~~courses~~, or blended and interactive distance learning courses for the first time, will be provided notification as soon as possible but no later three weeks prior to the start of the ~~than August 1 for fall semester and December 15 for spring semester~~ unless exceptional circumstances exist that prevent meeting these deadlines, ~~as well as, prior to~~ Training in the operation of the technical equipment ~~to be used for such courses~~ and Resources such as hardware and software necessary to design and deliver the course will be provided to faculty members. Technical and pedagogical assistance in the preparation of materials for interactive distance learning, blended and online courses will also be provided. ~~Logistical support will be provided for distribution of instructional materials and testing at each remote site for interactive distance learning courses.~~

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

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

The incentive pay of \$250 for blended courses is \$250 per course, which will be prorated for courses less than or more than three (3) credit hours.

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

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

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

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

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

offered to the faculty member for the development of the course is the decision of the College. The faculty member has the right to accept compensation or refuse compensation and retain the ownership rights of the materials developed for the course.

#### **5.4.1 Blended Courses – TA 11/6/20**

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

~~Blended course enrollments will be capped at thirty (30) students per blended course counting the total of face to face and online students. If the total course enrollment exceeds thirty (30) students, the faculty member will receive the equivalent of two thirds (2/3) in-state tuition per student above the enrollment cap.~~

#### **5.5.1 Office Hours – TA 10/19/20**

Office hours on campus are required of all faculty, at least five (5) hours per week for no less than three (3) days per week. Faculty shall establish office hours, between 7:00 a.m. and 6:00 p.m. Reasonable allowances for office hours may be arranged upon mutual consent between the faculty member and the Dean.

#### **5.5.7 Teaching at Other Institutions of Higher Education – TA 11/6/20**

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

#### **Section 7.3 Evaluation Schedule – TA 11/6/20**

Faculty members shall be evaluated by their supervising Dean once each academic year; however, tenured Professors may be evaluated on a less frequent cycle at the discretion of Dean. Faculty members and SCEA shall be informed of changes in the evaluation cycle and documentation requirements in advance of any change being implemented. The evaluation period will be January 1<sup>st</sup> through December 31<sup>st</sup> with evaluation materials due to the Dean by January 30<sup>th</sup> following completion of the evaluation period. Faculty members in their second year of faculty employment will be evaluated prior to December 1<sup>st</sup>. All evaluation procedures, as described below and concluding with a conference of the Dean and each faculty member, shall be completed prior to April 1<sup>st</sup> following completion of the evaluation period.

Should the evaluation not be completed on schedule when evaluation materials have been provided in a timely manner, the faculty member shall be deemed to have provided satisfactory performance. However, if a resignation, retirement, non-renewal or dismissal is pending, an evaluation is not required and satisfactory performance will not be assumed by default.

#### **Section 7.4 Evaluation Procedure – TA 11/6/20**

Evaluations will be predicated on the criteria categories in 7.2, and their relative importance, professional assignments communicated in writing to the faculty member, and written Faculty

Development Plans. Such plans will have annual goals and specific objectives. The Dean and faculty member will prepare the plan which will be included in the individual's personnel file. Information and learning management system (LMS) data may be gathered as evidence regarding timely feedback to students on graded assignments.

In determining progress during an evaluation period, the Dean and faculty members will use student instructional effectiveness surveys as one important index of teaching effectiveness. Student surveys will be conducted in at least two (2) courses taught by the faculty member during each academic year. Faculty may elect to have more than two (2) courses surveyed. Non-tenured faculty may be required to have all courses surveyed. Tenured faculty may be required to have more than two (2) courses surveyed if performance concerns exist and notice regarding the concerns have been communicated in writing to the faculty member. Summaries of the student surveys and comments will be given to the faculty member within thirty (30) business days of the conclusion of the course and a copy will be placed in the personnel file. Without faculty permission, student surveys and summaries and faculty evaluations will be available only to academic supervisory personnel and their staff. The faculty member may request third party verification of the accuracy of the student surveys' summaries. The third party will be agreed upon by the faculty member and the Dean. Student surveys will be maintained for one semester following the semester in which the surveys were administered, for purposes of such validation. To support the evaluation process, evidence may also be collected from class visitations, monitoring on-line courses with notification, course outlines, tests, quizzes, writing assignments, review sheets, and other relevant sources. The evaluation will not be based on student surveys only.

When an online or blended ~~interactive distance learning~~ course is evaluated, the quality of teaching and its impact on instructional outcomes will be emphasized apart from any technology variables that may affect instruction. At the end of each evaluation period, the Dean will confer with each faculty member to assess progress and/or complete a formal evaluation. Evaluation forms will include three rating categories for performance - satisfactory, needs improvement and unsatisfactory. Only an overall satisfactory performance designation is eligible for any negotiated annual increase to base salary. Faculty members will provide reasonable documentation and materials which assist in assessing progress made in support of the goals and objectives stated in the professional development plan. The Dean will provide each faculty member a copy of strengths identified and/or improvements required in the individual's performance with recommendations to assist improvement and to reach specific outcomes. Conclusions resulting in changes in the objectives and activities of the professional development plan will be attached to the original plan. ~~In the case of~~ Any identified areas of concern and performance improvement plans, ~~a plan for implementation of recommendations with specific outcomes will be noted in the Summary of Improvement section of the evaluation, created by the Dean in consultation with the faculty member. Such a plan will be signed and attached to the original faculty development plan and evaluation.~~ No overall performance rating of less than "satisfactory," impacting an annual base salary adjustment, can be assigned without prior written notice of administrative concerns and reasonable time to address such concerns. A faculty member may submit written comments or rebuttal on the evaluation within ten (10) business days of receipt. A copy of the evaluation and comments will be placed in the faculty member's personnel file.

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



may recommend individuals to the Dean to serve as department chairs.

Evaluations shall not be subject to grievance or hearing procedures except for compliance with the procedures specifically enumerated in this Article. However, if an evaluation results in the denial of a salary increase, the faculty member may request a conference with the Dean and Academic Vice President for reconsideration, which decision shall be final. The faculty member has the right to have a SCEA representative participate in this meeting.

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

### **Section 8.1 Sabbatical Leave – TA 10/22/20**

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

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

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

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

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

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

Within ninety (90) days following return from sabbatical, the faculty member shall submit to the



Academic Vice President a written report summarizing the activities and results of the sabbatical assignment.

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

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

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

## **Section 8.2 Leave of Absence – TA 10/22/20**

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

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

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

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

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

Faculty members on a paid leave of absence will continue to receive the proportionate share of the College's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the faculty member. Faculty are not required to submit sick leave, bereavement leave or civil leave requests while on the leave of absence.

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

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

### **Section 8.3 Professional Development Fund – TA 10/22/20**

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

Each College shall provide a professional development fund to facilitate the broadest creative applications for instructional improvements. The professional development budget shall be funded annually at an amount no less than \$200 times the number of members in the SCEA bargaining unit.

Applications for use of such funds shall be reviewed by a faculty committee established by the Faculty Senate. The committee shall submit recommendations to the Academic Vice President and President for final decision and award.

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

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

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

### **Section 9.1 Limitations – TA 11/6/20**

The grievance procedure as set forth herein is designed to provide a prompt and efficient method for the resolution of grievances. The grievance procedure hereinafter set forth shall be the exclusive method for resolving grievances concerning the administration of this Agreement. Time limits provided herein ~~should be adhered to~~ are mandatory unless modifications are agreed to in writing by the parties to the grievance. Failure of the College in any step to render a decision to the grievant within the maximum time limits shall automatically allow the grievant to proceed to the next step. Failure of the grievant to proceed to the next step within the maximum time limit shall be considered as termination of the grievance.

### **Section 9.3 Grievance Defined – TA 11/6/20**

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

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

#### **Section 9.4 Informal Grievance – TA 10/22/20**

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

#### **Section 9.5 Formal Grievance – TA 10/19/20**

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

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

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

#### **Section 9.7 Reprisals – TA 10/19/20**

There shall be no reprisals taken against a faculty member for the filing of a grievance or participating as a witness in a grievance hearing. Retaliation by the Board or SCEA is prohibited.

**Section 10.3a**            2%    **TA 12/14/20**

**Section 10.3b**            2%    **TA 12/14/20**

**Section 10.3e**            Salary Charts will be updated by 2% and rounded to nearest whole dollars **TA 12/14/20**

**Section 10.3f**            Salary Charts will be updated by 2% and rounded to nearest whole dollars **TA 12/14/20**

**Section 10.3g**            **TA 12/14/20** Salary levels established herein shall constitute minimum base salaries. Salary offer on initial contract may exceed the base minimum, but a salary offer below the negotiated salary range is an ~~expressed~~ violation of this Agreement.

## **Section 10.6 Overload Compensation – TA 10/23/20**

Wages for overload during the regular academic semester, whether it be for short session two-week courses, workshops, or extended campus classes, shall be computed at the rate of two percent (2.0%) of the faculty member's academic year salary per credit hour or the current adjunct pay rate, whichever is higher. If assigned more than ~~twelve thirteen~~ (13) instructional workload credit hours in a semester, any credit hour beyond ~~twelve thirteen~~ (13) instructional credit hours shall be considered an overload credit hour unless an alternative arrangement has been agreed upon by the faculty member and Dean in accordance with Section 5.2.1. Any credit hours beyond twenty-four (24) in an academic year will be considered an overload. Faculty members have the choice whether or not to accept overload assignments. Faculty will only be paid once for the same overload hours.

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

Overload compensation contracts will be issued as soon as possible.

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

## **Section 10.10 External Grants – TA 10/22/20**

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

## **Section 10.13 D-or J Term Compensation – TA 11/6/20**

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

## **Section 11.2 Medical Insurance TA 12/14/20**

A medical plan will be offered with appropriate state-wide network coverage which requires the faculty member to satisfy the lowest calendar year deductible amount offered through the Educators Health Alliance (EHA), ~~a co-insurance amount, and an out-of-pocket stop-loss limit amount as offered by the current insurance carrier after which all other eligible medical claims will be covered for the remainder of the calendar year up to a lifetime maximum of \$5 million for each covered person (if allowed under Federal Law).~~ The Board will contribute a fixed dollar amount

equivalent to eighty-five percent (85%) of the aggregate costs of the single medical plan for the term of this Agreement, with the faculty member responsible for the remaining amount of the cost of coverage. For those who opt for coverage under a family medical plan, the Board will contribute toward the family, employee/children or employee/spouse plan a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the family medical plan for the term of this Agreement, with the faculty member responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed by the Board and request family coverage, each individual will be required to contribute an amount equal to the contribution the faculty member makes toward single coverage.

### **Section 11.3 Dental and Vision Insurance TA 12/14/20**

A PPO dental plan will be provided with appropriate state-wide network coverage which covers 100% of preventive, diagnostic, maintenance, and restorative services of in-network providers. ~~Non-PPO provided services will be covered at a reduced rate of eighty percent (80%). Maintenance and restorative dental services will require a calendar year deductible.~~ Orthodontic services are not covered. The Board will contribute eighty-five percent (85%) toward the cost of individual employee dental coverage and seventy-five percent (75%) toward the cost of family, employee/children or employee/spouse dental coverage. Faculty members who elect insurance coverage must enroll in both the medical and dental plans.

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

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

### **Section 11.8 Sick Leave – TA 10/23/20**

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

Sick leave is not intended as any earned time off with pay, and will not be granted as such. Unused sick leave will not be paid out at the end of employment. Faculty members who have separated from employment and return after a break in service shall not have prior sick leave balances reinstated.

Sick leave hours shall be calculated in the following manner:

- a) If the faculty member is unable to fulfill all assigned teaching obligations for the day, the faculty member will be charged eight (8) hours of sick leave for the day.
- b) If the faculty member is only able to fulfill part of the assigned teaching obligations for the day, the faculty member will be charged four (4) hours of sick leave for the day.

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

### **Section 11.10 Family Medical Leave – TA 11/2/20**

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

Eligible faculty members, may use FMLA leave:

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

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

A serious health condition is defined to include:

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

Sick leave ~~may be used at the election of the faculty member~~ must be used during family and medical leave. Although faculty members may retain accrued, unused sick leave, such leave shall not accrue while on family and medical 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 faculty member, and where possible, an effort will be made in the case of a faculty member to begin and end the leave to coincide with the beginning of academic semesters.

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

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

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

#### **Section 11.15 ~~Other Requested Absences~~ Personal Leave – TA 10/23/20**

~~Two (2) days of Personal Absences leave each academic year may be requested for personal needs or 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. Human Resources will be notified for leave record requirements. 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.~~

#### **Section 13.1 Negotiation Team Member Notification – TA 10/14/20**

SCEA shall provide the Vice Chancellor for Employee Relations with the names of the members of the SCEA negotiating team ~~on or prior to September 9, 2020~~ the commencement of bargaining. Each team shall be limited to six (6) members. Likewise, the Vice Chancellor shall provide SCEA with the names of the Board's negotiating team ~~on or prior to September 14, 2022~~. Alternate team members may be identified at a later date if the need arises.

#### **Section 14.5 Layoff Order – TA 10/22/20**

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

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

#### **ARTICLE XV. PAYROLL DEDUCTIONS ~~entire article deleted-~~ TA 10/19/20**



#### **Section 16.4 Promotion Process – TA 10/27/20**

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

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

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

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

A copy of the rank promotion procedures will be maintained on file ~~in each College Library and at the System Office in the Academic Vice President's office.~~

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

#### **Section 16.6 Award of Tenure – TA 10/22/20**

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

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

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

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

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

- a) peer review;
- b) Include provisions for student evaluation;
- c) appropriate administrative review and recommendations; and,
- d) the opportunity for the faculty member to provide appropriate material to support the application.

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

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

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

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

The President, following peer review and recommendations by the College Rank Promotion and Tenure Committee, Dean and Academic Vice President, shall decide whether a faculty member's current professional performance and promise of such future performance, as outlined in Section 7.2, warrant the award of tenure.

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

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

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

### **Section 17.16 Retaliation Prohibition – TA 10/22/20**

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

### **Section 18.5 Search Committees – TA 11/6/20**

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

### **Section 20.3 Governing Law; Severability – TA 10/23/20**

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

## 2020 NAPE Negotiation Tentative Agreement "TA" Document

**Section 2.1** Exercising Agreement Rights. No employees shall be harassed or discriminated against for filing or participating in a grievance, providing information as a witness in a disciplinary matter, or otherwise exercising their rights under this Agreement. In the spirit of continuing their harmonious and cooperative relationship, the Employer and the Union agree to implement and exercise the provisions of this contract in a fair and responsible manner. Retaliation by the Employer or the Union is prohibited. – TA 10/14/20

**Section 7.4** Overtime Preference. Employees may be required to work more than a forty (40) hour week. ~~If fewer employees than the full crew are required, e~~Overtime will be offered in the following order: to volunteering employees within the classification, but where there is more than one volunteer, overtime shall be offered on a rotating basis beginning with the employee with the most College seniority. If there are no volunteers, then employees will be required to work overtime on a rotating basis beginning with the employee with the least College seniority.

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

~~If a sufficient number of employees fail to volunteer for overtime, it will be assigned by reverse seniority to employees in the classification requiring overtime.~~ – TA 10/14/20

**Section 8.1** Work on Holidays. It is understood that no employee will be requested to work on a holiday unless absolutely necessary. Employees required to work on holidays shall be compensated at the rate of time and one-half paid overtime or earn compensatory time according to Article 7. Employees who are assigned to work on the Saturday and Sunday between Christmas Day and New Year's Day will be compensated at the rate of time and one-half. – TA 10/16/20

**Section 9.3** Acknowledgment, Rebuttal or Comments. Performance evaluation reports must be reviewed and acknowledged by the employee. Acknowledgment signifies only that the employee has reviewed and discussed the performance evaluation. Each employee will receive a copy of his or her performance evaluation report and have an opportunity to comment or rebut any performance assessment within fifteen (15) calendar days. Employees may comment on supervisory and work issues. A copy of each performance evaluation report and any rebuttal or comment submitted will be included in the employee's personnel file. A copy of the employee rebuttal or comment shall be provided to the evaluator's supervisor. – TA 10/16/20

**Section 11.6** Discharge Process and Procedure. – TA 10/30/20

- a) Upon receipt of a supervisor and/or Vice President's recommendation to dismiss an employee, the President shall inform the employee, in writing, of a time at which the employee may present any ~~additional~~ facts, material, or evidence regarding the employee's potential discharge to the President or a designee. Failure by the employee to appear shall act as a waiver by

the employee ~~to~~ of the aforementioned meeting but shall not be construed as an admission regarding the allegations. The employee may be represented by the union and/or an attorney in the meeting.

- b) Within five (5) work days following ~~the scheduled date of~~ the meeting described in Section 11.6(a), the President shall provide the employee a copy of his or her recommendations regarding the discharge. The five (5) day period may be extended upon agreement between the President, employee and representative. A copy of the President's recommendation shall be forwarded to the employee by Certified Mail with instructions to "Deliver to Addressee Only, Return Receipt Requested" or by personal delivery, or deposit to the employee's last known address. A copy of the President's recommendation shall also be forwarded to the Chancellor.

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

- c) If no timely written request of a hearing is received by the Chancellor, the Chancellor shall render a final decision regarding the discharge recommendation based on the ~~existing record~~ information reasonably available to him/her as of the date of his/her decision.
- d) If a hearing is requested, the ~~Arbitrator~~ hearing officer will notify the parties in writing of the date, time, and place of the hearing. To the extent possible, hearings shall be scheduled as soon as reasonably possible but in no case later than thirty (30) calendar days, during or contiguous to the employee's normal working hours.
- e) At a hearing, the ~~employee~~ employer has the burden to prove that just cause exists to support the discharge decision. The employee may be present and be heard, be represented by the Union and/or an attorney (at the employee's expense), examine documentary evidence presented, cross-examine witnesses, offer documentary evidence and present witnesses.
- f) The ~~arbitrator~~ hearing officer's findings of fact and recommendation shall be provided to the parties and the Chancellor. The Chancellor shall make the final decision regarding the discharge.
- g) If the employee is not satisfied with the Chancellor's decision ~~made by the arbitrator~~, the employee may seek relief under applicable state and federal laws.
- h) An employee recommended for discharge shall continue to be an employee until the appeal procedure has been exhausted or until the employee has failed to advance the appeal in a timely fashion. The

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

**Section 11.9** Title IX. ~~The investigation of alleged Title IX violations by employees, and discipline (including discharge) of employees deemed to have violated Title IX,~~ shall be handled in accordance with applicable federal laws and regulations. – **TA 10/30/20**

**Section 12.1** Abandonment. An employee may be considered to have abandoned the job if he or she has been absent from work for longer than two (2) consecutive work days without being on approved leave or without notifying the appropriate supervisor unless such notice is impossible. Such abandonment will be considered as a voluntary resignation not in good standing. – **TA 10/16/20**

**Section 16.0** 2021-2022 Annual Salary Increase. For the 2021-2022 fiscal year, each employee will receive a two percent (2%) salary increase above his or her prior year base salary of July 1, 2021. Increases shall be provided to all employees with satisfactory or better performance evaluation reports. **TA 12/9/20**

**Section 16.1** 2022-2023 Annual Salary Increase. For the 2022-2023 fiscal year, each employee will receive a two percent (2%) increase above his or her prior year base salary on July 1, 2022. Increases shall be provided to all employees with satisfactory or better performance evaluation reports. **TA 12/9/20**

**Section 16.3** Salary Guide. A listing of position classifications and the assigned salary grades referred to as the Support Staff Position Salary Guide is attached hereto as Appendix A and made a part of this Agreement. Steps on the Salary Guide for each pay grade will be adjusted upward by two percent (2.0%) each year of this Agreement. **TA 12/9/20**

**Section 17.0** Available Insurance. The Employer agrees to make available the same level of group medical, dental, life, vision, and disability insurance coverages currently being provided. ~~If costs of coverages should increase during the second (2<sup>nd</sup>) year of this Agreement, the Employer and the Union agree to continue the same arrangement for sharing costs.~~ Nothing within this Agreement, ~~however,~~ shall prohibit the Employer from considering other insurance carriers. – **TA 12/9/20**

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

When both members of a married couple are employed and request family coverage, each individual will be required to contribute an amount equal to the contribution an employee makes toward single coverage. – TA 12/9/20

**Section 17.2 Dental Insurance.** A PPO dental plan with appropriate state-wide network coverage will be provided which covers one-hundred percent (100%) of preventive, diagnostic, maintenance and restorative services of in-network providers. ~~Maintenance and restorative dental services will require a calendar year deductible.~~ Orthodontic services are not covered. The Employer will contribute eighty-five percent (85%) toward the cost of individual employee dental coverage and seventy-five percent (75%) toward the cost of family, employee/children, or employee/spouse dental coverage. An employee must be enrolled in both the medical and dental plans.

When both members of a married couple are employed and request family coverage, each employee will be required to contribute an amount equal to the individual employee plan premium. – TA 12/9/20

**Section 17.9 Retirement Programs.** – TA 10/16/20

- a) Voluntary Retirement Settlement Program. Eligible employees who elect to surrender their right to continued employment and retire on June 30, 2022, shall in exchange for the surrender of such right, receive a financial settlement incentive of twenty-five percent (25%) of their final year base salary with payment to be made in twelve (12) equal monthly installments following termination of employment. An eligible employee must be fifty-five (55) years of age with ten (10) or more years of consecutive service within the State College System and must provide six (6) months of advanced written notice.

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

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

If death occurs during the payout period, the employee's beneficiaries or estate will receive any remaining incentive payments due under the terms



of this program. The medical and dental benefit will terminate upon the date of death.

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

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

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

#### **Section 19.0 Sick Leave – TA 10/16/20**

- f) Compensation at time of Retirement or Death. Employees who are eligible for retirement in the State College System will, upon termination of employment by reason of retirement, be entitled to a one-time payment of one-fourth (1/4) of their accumulated unused sick leave, with the rate of payment based upon their regular pay at the time of retirement. Employees are only eligible for one sick leave payout, regardless of future reemployment.

#### **Section 19.2 Family and Medical Leave. – TA 10/16/20**

- a) Eligibility. Employees with one (1) year service and who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period will be entitled to take up to twelve (12) work weeks of unpaid family leave during any twelve (12) month period for reasons related to family and medical needs. Eligible employees, male or female, may use family and medical leave:
- 1) for the birth of a child, or the placement of a child with the employee for adoption or for foster care (leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement);
  - 2) to care for a spouse, child, parents, grandparents, or persons

bearing the same relationship to the employee's spouse with a serious health condition;

- 3) for the employee's own serious health condition;
- 4) for any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.

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

- b) Serious Health Condition. A serious health condition is defined to include:
  - 1) An illness, injury, impairment, or physical or mental condition that involves either inpatient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for more than three (3) ~~or more~~ consecutive days.
  - 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
  - 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
  - 4) Any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if unrelated, e.g., cancer (chemotherapy), kidney disease, (dialysis).
- c) Use of Paid Leave. Sick or vacation leave ~~may~~ must be used ~~at the election of the employee~~ during family and medical leave. Although employees may retain accrued, unused vacation and sick leave, such leave shall not accrue while on family and medical leave.
- d) Requests. Requests for family and medical leave must be submitted to the Human Resource Director/AVP for approval. Appropriate medical certification or documentation may be required.
- e) Notice. To the extent possible, thirty (30) days' notice will be given by the employee.
- f) Insurance Contributions. The Employer agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.

- g) Limitation. In the event two employees are both eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.
- h) National Defense Authorization Act. An employee who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act.

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

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

Copies of summons and subpoenas should be provided to the Human Resource Office in advance of the absence. – **TA 10/16/20**

**Section 21.6** Board Agenda and Materials. The System Office will notify the Union and each the Union-Campus Chapter President via email when the agenda and Board materials are available at the Board's website at [www.nscs.edu](http://www.nscs.edu). – **TA 10/16/20**

**Section 21.7** Union Requests for Information. Upon a written request by the Union, ~~the~~ Employer will annually provide the following bargaining unit information: employee names, addresses, class titles, ~~class codes,~~ College, pay grades, annualized wage rates, and hiring date to the Union quarterly. – **TA 10/16/20**

**Section 21.8** New Employee Orientation. The Employer will notify the Union regarding new employee within the first five (5) days of employment. An opportunity will be provided for new employees to meet with a union representative for twenty (20) minutes of work time, ~~sometime during the employee's first week of employment~~ in a quiet location, away from the employee's job site. The meeting may be arranged between the employee and the union representative. – **TA 10/16/20**

#### Appendix –

- Deleted Computer Operation classification – **TA 10/16/20**
- Add statement at the top of each Appendix page, "Salaries are based on 1.00 FTE" – **TA 10/16/20**

- Additional updates to appendices as follows: **TA 12/9/20**

#### Changes to Salary Grades 3-6

- A) Salary Grade 3 adjusted upward for Step 1 at \$11.50/hr.
- B) Salary Grade 4 adjusted upward for Step 1 at \$12.00/hr.
- C) Salary Grade 5 adjusted upward for Step 1 at \$12.50/hr.
- D) Salary Grade 6 adjusted upward for Step 1 at \$13.00/hr.
- E) Employees in these salary grades will receive salary increases needed to place them on revised paygrades as of 7-1-2021 with 10% limits applying to any associated placement change and/or step increase. Employees below the step 1 minimum salary of their paygrade will be moved to the new step 1 minimum even if it is more than 10%.

#### Salary Grades 7-12

- A) Salary grades would be increased by 2% on 7-1-2021.
- B) Salary grades would be increased by 2% on 7-1-2022.
- C) Add a Step 6 for 25 years of service at a 7% increase over Step 5.

#### Security Officer Changes

- A) Security Officer I classification will move to Salary Grade 5.
- B) Security Officer II classification will move to Salary Grade 8.
- C) Security Officer IIs will receive salary increases needed to place them on the revised paygrades as of 7-1-2021 with 10% limits applying to any associated placement change and/or step increase. Employees below the step 1 minimum salary of their paygrade will be moved to the new step 1 minimum even if it is more than 10%.