

# **BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES**

## **Personnel**

### **POLICY**

**NAME:** Terms and Conditions of Employment for Non-Union Professional Staff

### **POLICY**

**NUMBER:** 5103

### **PURPOSE**

To specify the terms and conditions of employment for 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) consecutive 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 at a minimum amount of thirty thousand dollars (\$30,000) will be provided at the Board's expense with the employee permitted to supplement the basic coverage at the employee's expense. Employees may also purchase a dependent life policy on a spouse and a child(ren) 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 fifty percent (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.

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 (seventeen [17] years and older) a fee for an identification card to access the facilities. Dependents under the age of seventeen (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 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.

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 them. 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 their current appointment term.

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 their 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 they 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 their appeal in a timely fashion. The President may, at their 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 a violation of policies or other terms and conditions of employment may file a grievance. 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 within twenty (20) working days following the act or omission giving rise thereto, or the date on which the grievant knew, or reasonably should have known, of such act or omission if the date is later. The Human Resource Director and appropriate Vice President have ten (10) working days after receipt of the grievance, or any extension provided for herein, to review the matter. The Vice President shall issue a determination in writing to the grievant within the ten (10) working day period.

**Step 2.** The grievant shall have ten (10) working days from receipt of the Vice President's decision to appeal that decision to the President, 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 their 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**

Thirteen (13) 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 their 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.

### **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 as a juror or election worker; provided that the employee calls their supervisor to determine whether they should report for work upon being released from jury duty or election service on any day prior to the end of their 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**

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

in no less than one (1) day increments. Hours donated, but not used, will be maintained in a shared leave pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College.

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

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

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

The crisis leave pool at each College may not exceed 7,500 donated hours.

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 accrued sick leave to benefit another employee in the NSCS Office under the same terms and conditions listed above.

### **Family and Medical Leave (FMLA)**

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, 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 more than three (3) consecutive days.
- 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
- 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
- 4) Any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if unrelated, e.g., cancer (chemotherapy), kidney disease, (dialysis).

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

Requests. Requests for family and medical leave must be submitted to the Human Resource Director for approval. Appropriate medical certification or documentation may be required. 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 (2) 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.

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 their 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 System 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.

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

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.

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

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 there from, 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 their 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.

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 their 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 (1) 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 their 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 may also be given credit for previous employment in Nebraska State Government or the University of Nebraska for purposes of accruing sick leave at an advanced rate 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 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 (1) 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 their 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 may also be given credit for previous employment in Nebraska State Government or the University of Nebraska for purposes of accruing vacation leave at an advanced rate 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 Resource 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 System 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.

## **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. To receive the tuition benefit, employees and immediate family (if applicable) must submit and have approved a tuition remission/waiver request form no later than the tuition payment due date for that term. Benefits will not be provided retroactively for previously ended terms.

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 (2) 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 and professional development courses.

**FORMS/APPENDICES:**

None

**SOURCE:**

**Legal Reference:** Neb. Rev. Stat. §304

**Policy Adopted:** June 1993

**Policy Revised:** August 1997, June 2006, April 2009, March 2011, March 2013, January 2015, November 2015, March 2017, June 2018, March 2019, September 2020, March 2021, September 2021, March 2023 – Effective Date July 1, 2023, March 2025- Effective Date July 1, 2025.