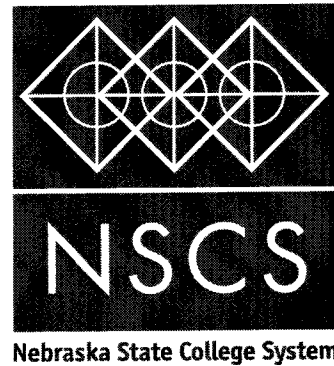


Three colleges.  
*Thousands of opportunities.*



**2009-2011  
Agreement between**

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

**and the**

**Nebraska Association of Public Employees,  
Local #61, American Federation of State,  
County and Municipal Employees (Union)**

**July 1, 2009**

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**AGREEMENT  
2009-2011**

THIS AGREEMENT is made and entered into by and between the Board of Trustees of the Nebraska State Colleges at Chadron, Peru and Wayne, Nebraska, acting on its own behalf and through its agents and hereinafter referred to as the "Employer," and the Nebraska Association of Public Employees, Local #61, of the American Federation of State, County, and Municipal Employees, hereinafter referred to as the "Union."

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

This Agreement shall become effective on the first (1st) day of July 2009, and shall continue in full force and effect until the thirtieth (30th) day of June 2011.

This instrument constitutes the entire Agreement between the parties hereto and the Employer, the Union and the employees shall abide by it.

**ARTICLE 1.  
RECOGNITION**

**Section 1.0** Bargaining Unit. By the terms of this Agreement, the Employer recognizes the Union as the exclusive bargaining agent for all regular full-time (0.75 FTE and above), nonsupervisory support staff employees, hereinafter referred to as employee(s), employed at its colleges located at Chadron, Peru and Wayne, Nebraska for the purpose of negotiating with respect to hours of labor, rates of pay and working conditions. This Agreement will not apply to employees who are excluded from the bargaining unit including supervisors, part-time, interim or temporary employees, and other employees not categorized as support staff.

It is also understood and agreed that the following positions are excluded from the bargaining unit:

- a) Office Assistant in the Human Resources Office
- b) Office Assistant to Vice President for Administration or Business
- c) Secretary to the President
- d) Support Staff in the System Office
- e) Foundation Employees whose positions are funded entirely by Foundation

**Section 1.1** Exclusive Representation. The Employer agrees that it will not sign any contract, make any written agreement, or recognize any other employee representative for the employees covered by this Agreement during the term of this Agreement.

**Section 1.2** Supersede. This Agreement will supersede any rules, regulations or practices of the Employer which will be specifically contrary to or inconsistent with the terms of this Agreement.

## 2009-2011 NAPE Agreement

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

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

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

### **ARTICLE 2. NONDISCRIMINATION**

**Section 2.0** Prohibition. The Employer and Union agree that no preference or discrimination will be shown by either the Employer or Union for or against any employee in regard to race, color, national origin, age, gender, disability, religion, political affiliation, or affiliation or nonaffiliation with the Union, or engage in any harassment, all as provided by law.

Equal Opportunity Statement. The Nebraska State Colleges are equal opportunity institutions and do not discriminate against any student, employee or applicant on the basis of race, color, national origin, sex, disability, religion, or age in employment and education opportunities, including but not limited to admission decisions. Each College has designated an individual to coordinate the College's nondiscrimination efforts to comply with regulations implementing Title VI, VII, IX, and Section 504. Inquiries regarding non-discrimination policies and practices may be directed to one of the following Compliance Coordinators:

Ms. Kara Vogt - Chadron State College  
Ms. Eulanda Cade - Peru State College  
Dr. Cheryl Waddington - Wayne State College

**Section 2.1** Exercising Agreement Rights. No employees shall be harassed or discriminated against for filing or participating in a grievance or otherwise exercising their rights under this Agreement.

### **ARTICLE 3. MANAGEMENT RIGHTS**

**Section 3.0** Employer Rights. All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by and remain exclusively within the rights of the Employer to the extent that such rights do not violate its legal authority, and to the extent such rights are not modified by this Agreement. The management of the Colleges, including the right to make reasonable

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

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

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

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

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

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

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

**ARTICLE 5.  
PROBATION**

**Section 5.0** Probation Period. New employees shall be required to complete a probation period of six (6) months from the date of hire and shall be so notified. Employees who transfer from one College to another may be required by the immediate supervisor to complete a probation period. Probationary employees shall have no grievance rights under this Agreement but shall retain all applicable rights under state and federal law.

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

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

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

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

**ARTICLE 6.  
JOB RESPONSIBILITIES**

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

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

**Section 6.2** Discussion of Job Responsibilities. The assignment of job responsibilities shall be reasonably related to the employee's classification description. If the assigned job responsibility is reasonably related to the employee's classification description, the assignment is not grievable. An employee may request a meeting with the Human

Resource Director and the immediate supervisor to discuss job responsibilities, either in terms of workload or the appropriateness of an assignment in relation to the classification description.

**Section 6.3** Temporary Pay Increases. When an employee is assigned by a supervisor to perform the duties of a position in a classification higher than the classification currently held by the employee for a period of four (4) hours in a work day, the employee shall receive a temporary pay increase to the minimum rate of the salary grade of the higher classification for the time worked, or a four percent (4%) increase in their current pay for the time worked, whichever is higher.

If employees are assigned to perform the duties of a higher classification on an ongoing basis, but less than four (4) hours in a work day, the Union and the Vice Chancellor of Employee Relations shall meet to discuss and resolve the matter.

**Section 6.4** Training. Where appropriate and at the discretion of the Employer, training sessions, seminars, workshops or meetings necessary for the accomplishment of the employee's assigned duties will be provided to the employee. Priority will be given to immediate work requirements and safety issues when assigning employees to training or meeting activities.

The cost of training required by the Employer shall be paid for by the Employer, including travel, supplies, and equipment expenses. An employee participating in required training shall be considered to be on work time. If required training is not offered during a regular workday, the employee shall be allowed compensatory time off for the actual hours in training including any travel time associated with such training.

**Section 6.5** Degree Completion. In recognition of the employee's increased value to the Employer, the Employer shall provide a salary base increase upon the completion of each academic degree earned after the commencement of employment and after the effective date of this Agreement. A salary increase will only be awarded when such degree program is a part of a development plan agreed upon in writing by the employee, immediate supervisor, and appropriate Vice President. Base salary increases will be awarded only on July 1<sup>st</sup> following completion of the degree program. Official transcripts or other appropriate documentation from the awarding institution must be provided to the Human Resources Office prior to July 1<sup>st</sup> in order to receive the salary increase. Salary increases will be based on the following schedule.

Associate of Applied Science Degree	\$250
Associate of Arts Degree	\$250
Bachelor's Degree	\$500

**Section 6.6** Certification Completion. In recognition of the employee's increased value to the Employer, the Employer shall provide a salary base increase upon the completion of each certification program approved by the immediate supervisor and appropriate Vice President in writing that relates to the employee's position and better qualifies the employee to perform assigned tasks. A salary increase will only be awarded when such certification program is part of a training plan agreed upon by the employee, immediate supervisor and appropriate Vice President in writing. Completion of such a

program must occur after the effective date of this Agreement with a salary base increase to be awarded the following July 1<sup>st</sup>. The amount of the salary base increase will be determined by the Employer prior to the initiation of the agreed upon program. The increase shall reflect the value of and benefit of the employee's newly acquired competencies but shall not exceed two-hundred dollars (\$200.00) for each completed certification program. After providing the salary increase under this Section, the Employer has the right to continue to require the employee to maintain a current certificate without further compensation.

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

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

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

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

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

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

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

- a) To the employee performing the work requiring overtime;