

Three colleges.
Thousands of opportunities.



**2009-2011
Agreement between**

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

and the

**Nebraska State College System
Professional Association (Union)**

July 1, 2009

TABLE OF CONTENTS
2009-2011 AGREEMENT

	Page
Agreement	1
Article 1 - Recognition.....	1
Article 2 - Nondiscrimination/Recruitment for Employment.....	3
Article 3 - Appointments/Notice Requirements	4
Article 4 - Change in Position.....	6
Article 5 - Working Schedules.....	7
Article 6 - Holidays	8
Article 7 - Personnel Files	9
Article 8 – Professional Conduct.....	10
Article 9 - Performance Evaluation	10
Article 10 - Professional Development.....	11
Article 11 - Grievance and Arbitration Procedure	12
Article 12 - Wages.....	14
Article 13 – Insurance, Benefits, and Retirement Programs	15
Article 14 - Provisions for Leaves	18
Article 15 – NSCPA Activities, Use of Facilities and Services and Union Dues	24
Article 16 – Disciplinary Actions.....	26
Article 17 - Resignation, Abandonment, Lay Off.....	31
Article 18 – Management	33
Article 19 – Duration and Limitations of Contract.....	33

NSCS-NSCPA BARGAINING AGREEMENT
July 1, 2009 - June 30, 2011

This Agreement between the Board of Trustees of the Nebraska State Colleges acting on its own behalf and through its agents (hereinafter referred to as the Employer) and the Nebraska State College Professional Association (hereinafter referred to as NSCPA) is for the purpose of establishing mutually acceptable procedures, practices and conditions regarding rates of pay, hours of work, and conditions of employment to be observed by the parties to this Agreement at each of the three state colleges regarding the employees included in this bargaining unit (hereinafter referred to as unit members).

ARTICLE 1.
RECOGNITION

Section 1.1 Unit Membership

The Employer recognizes the NSCPA as the exclusive bargaining agent for all full-time (at least 0.75 FY FTE) librarians and non-supervisory, professional staff employees who are employed on a nine (9) to twelve (12) month basis by the Employer at Chadron, Peru and Wayne, Nebraska for the purpose of negotiating with respect to hours of work, rates of pay and working conditions; provided, however, that this bargaining unit shall not include supervisors, part-time, interim or temporary employees, employees specifically listed below, and any other employees in a support or faculty position.

The Employer and NSCPA agree that professional staff employees will be considered to have supervisory responsibilities, and therefore be excluded from the bargaining unit and not covered by this Agreement, when assigned to supervise at least one (1) full-time equivalent (FTE) professional staff employee or two (2) FTE support staff employees.

The Employer and NSCPA further agree that the only full-time employees other than supervisory employees to be excluded from the bargaining unit are those employees who occupy the following positions:

- a) Temporary or interim positions for less than one (1) year;
- b) Head coaching positions in all sports;
- c) Institutional Research Officer positions;
- d) College Foundation positions;
- e) One Assistant to the President position per College;
- f) One Assistant to the Vice President for Academic Affairs position per College;
- g) One Assistant to the Vice President for Administration and Finance position per College;
- h) Human Resource Directors and Coordinators;
- i) System Office positions; and,
- j) Positions supported by funds over which the Employer does not have control or which the Employer cannot reasonably expect to continue indefinitely.

2009-2011 NSCPA Agreement

The Employer and NSCPA also agree that the creation of any new bargaining unit position or any change in job title of any existing unit position will require the Vice Chancellor for Employee Relations to give email notice of such change to the NSCPA Chief Negotiator or designee before posting of such position and that any issue arising that relates to unit status for new positions, will be addressed and decided by the Vice Chancellor and the NSCPA Uni-Serve Director.

Section 1.2 Exclusivity

The Employer agrees that it will not sign any contract, make any written agreement, or recognize any other employee representative for unit members during the term of this Agreement.

Section 1.3 Notice of Personnel Actions

Personnel actions affecting unit members such as appointment, reclassification, salary adjustments and termination are reported as information to the Board of Trustees at scheduled meetings of the Board. The System Office will provide email notice to the Chief Negotiator when Board meeting agendas, materials and minutes are posted on the website at www.nscs.edu.

Section 1.4 Non-Unit Classification Questions and Review

Should NSCPA have questions regarding the classification of a position as a NSCPA unit member or non-unit member, such questions will be directed to the Vice Chancellor for Employee Relations for review. The review will occur within four (4) weeks of the inquiry and resolution will be based upon the unit determination directive issued by the Commission of Industrial Relations.

Section 1.5 Terms and Conditions of New Appointments

All new unit member appointments shall be consistent with the express terms and conditions of this Agreement.

**ARTICLE 2.
NONDISCRIMINATION/RECRUITMENT FOR EMPLOYMENT**

Section 2.1 Nondiscrimination

The Employer and NSCPA agree that no preference or discrimination shall be shown by either the Employer or NSCPA for or against any unit member in regard to race, color, national origin, age, sex, disability, religion, or affiliation or non-affiliation with NSCPA all as provided by law. The parties further agree that no employment action shall be discriminatory on the basis of individual characteristics other than qualifications for employment, quality of performance of duties, and conduct in regard to employment.

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 2.2 Posting and Notice of Position Openings

When vacancies occur in bargaining unit positions which the Employer intends to fill or when new positions are established which are part of the unit, a notice of such openings shall be posted a minimum of ten (10) working days from date of publication on designated bulletin boards at the College stating the job title, description, qualifications, date of availability and pay range. No selection or announcement regarding the filling of a vacant position will be made prior to the conclusion of the posting period.

Section 2.3 Advertising Position Openings

Simultaneous to the internal posting of position announcements, the Employer may advertise vacancies externally. When positions are advertised externally, the vacancy notice shall be posted on a bulletin board at the other two (2) Colleges.

Section 2.4 Unit Member on Search Committee

At least one (1) unit member will be asked to serve on each search committee, which serves in an advisory capacity, for a vacant unit position. The names of the selected unit member will be provided to the local NSCPA President by the HR Director when the committee is formed.

2009-2011 NSCPA Agreement

Section 2.5 Job Description & Evaluation Procedure for New Hires

Newly hired unit members will be provided a current job description and a copy of the procedure or forms used in the evaluation of their performance.

Section 2.6 Notifications for New Hires

Newly hired unit members will be advised that their position is covered by the NSCPA Agreement. The Employer agrees to inform new unit members where a copy of this Agreement and College handbook may be accessed online (www.nscs.edu). A written copy_of this Agreement and/or the College handbook shall be provided to the unit member by the Human Resource Director upon request.

Section 2.7 New Hire Qualifications

Completion of a master's degree or equivalent shall be required for new unit members who occupy the positions listed below:

- a) Director of NBDC
- b) Licensed Student Counselor
- c) Learning Skills Specialist
- d) All Librarians
- e) Assistant Dean
- f) Manager, Records and Registration
- g) Assistant Coaches with teaching assignments

ARTICLE 3. APPOINTMENTS/NOTICE REQUIREMENTS

Section 3.1 Professional Staff Contracts

Unit members shall be issued employment contracts specifying salary, type of employment appointment, classification title, employment period and other terms of employment. The employment contract shall contain a statement that the rights and responsibilities specified in applicable Board policies are a part of the contract.

Section 3.2 Specific Term Appointments

A "Specific Term Appointment" is an appointment for a term of one (1) year. A Specific Term Appointment shall carry no presumption of renewal, and will terminate at the end of the stated term, if written notice of non-reappointment is given to the appointee in accordance with notice requirements listed in Section 3.3.

Section 3.3 Notice Requirements for Non-Renewal of Specific Term Appointments

Except for instances involving termination for cause, unit members shall be given written notice by the Employer of intent not to renew their appointment/employment contract in accordance with the following notice requirements:

- a) At least thirty (30) days prior to expiration during the first year of employment as a unit member;
- b) Three (3) months prior to expiration during the second year of employment as a unit member; or,
- c) Six (6) months prior to expiration during the third and subsequent years of employment as a unit member. After the third year, non-renewal requires adequate cause, except for assistant coaches as noted in d) below.
- d) A decision resulting in a resignation or dismissal of a head coach shall require the Employer to give at least ninety (90) days notice to terminate the employment of any assistant coaches the Employer does not intend to retain in the affected sport.
- e) Notice shall be deemed to have been properly given if hand delivered or mailed to the unit member's home address, as reflected by the records of the Employer, by certified mail, with sufficient postage attached. It shall be the responsibility of the unit member to maintain a current address in the Human Resource Office.
- f) If written notice is not given in the manner herein provided within the time specified, failure to provide the required notice period shall not result in automatic reappointment or create any right to reappointment for an additional term. The Employer shall have the option of providing employment or severance pay in lieu of any portion or all of the notice to which the unit member is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the unit member is otherwise entitled.

Section 3.4 Calculating Years of Employment for Notice Requirements

For purposes of calculating years of employment under the notice requirements cited in Section 3.3, unit members hired between July 1 and September 30 of any calendar year will be considered to have completed their first year of employment on July 1 of the next fiscal year. Unit members hired between October 1 and June 30 of any calendar year will be considered to have completed their first year of employment not on July 1 of the next fiscal year, but on July 1 the year thereafter e.g., a new hire on October 1, 2005 would be credited with the first year of employment on July 1, 2007.

Section 3.5 Dismissal or Layoff of Appointment Prior to Expiration

A unit member may be dismissed prior to expiration of the stated employment period only for adequate cause, or layoff. Before any dismissal for cause may occur, a hearing must be offered in accordance with provisions in Article 16.

Section 3.6 Adjunct Teaching Appointments

Unit members may accept a separate employment appointment for teaching duties performed outside their regularly assigned work schedule with the approval of the immediate supervisor and the Academic Vice President. Such appointments shall be limited to one (1) or more courses totaling no more than three (3) credit hours per semester in each of the fall and spring semesters, and one summer term. It is understood that the terms and conditions of such appointment are not covered by or subject to this Agreement.

Section 3.7 Summer Camp Coaching Assignments

Unit members may accept a separate appointment for summer camp coaching duties performed outside their regularly assigned work schedule with the approval of the immediate supervisor and the appropriate Vice President. It is understood that the terms and conditions of such employment are not covered by or subject to this Agreement.

**ARTICLE 4.
CHANGE IN POSITION**

Section 4.1 Transfer

Unit members who transfer to another bargaining unit position having increased job responsibilities, shall be paid the minimum hiring salary as posted for the new position or a 5.0% increase of the current salary, whichever is higher. Any increase over and above these minimums herein established shall be at the discretion of the Employer. The Vice Chancellor of Employee Relations will notify the Chief Negotiator of any increase of more than five percent (5.0%).

Unit members who transfer to another bargaining unit position having decreased job responsibilities, shall be paid no less than the minimum hiring salary as posted for the new position.

Section 4.2 Additional Compensation for Significantly Increased Job Responsibilities

Unit members who are assigned significant increased job responsibilities, as an addition to existing responsibilities, will receive additional compensation.

If a unit member believes that additionally assigned duties/responsibilities have significantly changed his or her job duties within their classification, the unit member can request a meeting with his or her supervisor and the Human Resource Director to discuss a review of existing duties. The Human Resource Director will respond in writing within thirty (30) days of the meeting. Any change in position classification or salary is at the sole discretion of the Employer. In the event approval for a classification change is not obtained, there are two options. The

additional duties and responsibilities in question shall be removed; or, the job shall be restructured to add or delete duties as necessary to conform to the classification description.

Reclassification of an existing position will not require the unit member currently performing the duties of the position to reapply for the position. The unit member retains years of service.

Salary changes resulting from reclassification or from significantly increased job responsibilities will be made in accordance with the provisions outlined in this Article.

Section 4.3 Transfer to Temporary Position

Unit members assigned to any temporary position shall not change the unit member's service date in relation to benefits and contract renewal status.

Section 4.4 Non-unit Member Transfer to a Unit Position

Non-unit members who transfer into professional staff unit positions will maintain their service date in relation to any leave and vacation benefits in this Agreement. Transferred non-unit members will be treated as new unit members in relationship to notice requirements regarding renewal or non-renewal of appointment.

Section 4.5 Unit member Transfer to Another Unit Position

Unit members transferring to another unit position within the State College System will maintain their service date in relation to any leave/vacation benefits. Transferring unit members will be treated as new unit members in relationship to notice requirements regarding renewal or non-renewal of appointment, unless credit for prior service to the College is granted or otherwise agreed upon in writing by both parties at the time of transfer.

**ARTICLE 5.
WORKING SCHEDULES**

Section 5.1 Work Schedules; Job Responsibilities

The Employer shall provide a job description for each unit member and inform each unit member of his or her work schedule and job responsibilities, and may require unit members to work evenings, weekends, and/or holidays. If the unit member is required to work or attend job-related functions on an unscheduled work day or a scheduled College holiday, such unit member shall be allowed an equal number of hours off on an alternate date. If significant or ongoing new responsibilities are added to the unit member's job duties, the unit member shall be so advised with as much advance notice as is practical and will meet to discuss any realignment or adjustment of existing priorities. The assignment of work schedules and job responsibilities are non-grievable matters.

2009-2011 NSCPA Agreement

Section 5.2 Exempt Employees

Unit members exempted from the Wage and Hour Law of the Federal Fair Labor Standards Act who work more than forty (40) hours a week in fulfilling their job responsibilities will not be compensated for the overtime hours. Work schedules may be set outside the typical 8:00 a.m. to 5:00 p.m. office hours. Upon the unit member's request and at the discretion of the supervisor, the unit member's work schedule may be adjusted when the unit member's job responsibilities do not conform to the regular workweek and/or regular work schedule. The supervisor shall not unreasonably deny consideration of such flexible work schedule requests. Directors of resident halls, because of the unique nature of their jobs, shall be eligible for deviations only on a limited basis.

Section 5.3 Non-Exempt Employees

If any unit member is determined to be eligible for payment of overtime wages under the federal Fair Labor Standards Act in the future, the Vice Chancellor for Employee Relations will notify the Chief Negotiator. Payment of overtime wages shall be compensated according to federal law and regulations.

Section 5.4 Graduation Ceremonies

Participation in graduation ceremonies is voluntary unless required by the unit member's job duties.

Section 5.5 Unit Member Committee Assignment

A unit member will not be required to serve on more than two committees at any one time unless the committee assignment is directly related to the unit member's position. The unit member may voluntarily serve on more than two committees with approval of his or her supervisor.

ARTICLE 6. HOLIDAYS

Section 6.1 Holiday Schedule

The following holidays (eight (8) hours each) are compensated holidays:

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

Section 6.2 Additional Holidays

In addition to the holiday schedule noted above, the Employer shall schedule five (5) more compensable holidays during the calendar year.

Each holiday is calculated on an eight (8) hour basis.

The Employer may also schedule additional holidays to match state and federal holiday observances.

Holiday schedules will be announced by September 1 of each academic year.

**ARTICLE 7.
PERSONNEL FILES**

Section 7.1 Unit Member File

The unit member may keep his or her own file which may include any materials the unit member deems appropriate to his or her job qualifications and performance.

Section 7.2 Official Personnel File

An official personnel file for each unit member shall be maintained at the College.

Section 7.3 File Contents

The personnel file may include, but not be limited to, the following:

- a) General personnel information and employment contracts;
- b) Academic records;
- c) Personnel actions generated by the Employer;
- d) Performance evaluations and memoranda of discussions with the unit member relating to evaluations of the unit member's performance.

2009-2011 NSCPA Agreement

Section 7.4 File Inspection

A unit member or an NSCPA representative, whom the unit member has so designated in writing, has the right to inspect the contents of his or her individual personnel file. Files must be reviewed in the presence of an appropriate administrative officer and may not be removed from the office in which they are located.

Section 7.5 Informed Inclusion

The unit member will be given a copy when material relating to performance and/or conduct is placed in the personnel file.

ARTICLE 8. PROFESSIONAL CONDUCT

During the first year of this Agreement, the Employer will meet with Professional Staff Senates or Associations at each College to discuss and develop ethical guidelines for professional staff members to recommend to the Board of Trustees for inclusion in the Board Policy Manual. The intent of the guidelines would be to establish basic standards for professional conduct.

ARTICLE 9. PERFORMANCE EVALUATION

Section 9.1 Purpose

The purpose of the performance evaluation shall be to promote high levels of achievement and morale through a system which encourages management and employees to work together to improve individual performance and to facilitate communication concerning employee progress toward the attainment of college objectives. Evaluation forms will include four rating categories for performance. The categories shall be as follows: Exceeds Expectations, Satisfactory, Needs Improvement, and Unsatisfactory. Only a satisfactory or above performance designation by the Employer shall qualify the unit member for a negotiated annual increase to base salary, if any.

Section 9.2 Procedure

Every unit member shall receive a written performance evaluation report for the academic/fiscal year based on job assignments which reflects the current job description. The supervisor will schedule a meeting with the unit member prior to May 1 of each year to discuss the evaluation report in relation to the job assignment and priorities and to set goals and specific objectives for the following year. If a performance evaluation report was not completed during the previous academic/fiscal year, the unit member's performance shall be considered as satisfactory.

Supervisors will provide each unit member a copy of strengths identified or improvements required in the unit member's performance with recommendations to assist improvement and specific outcomes that are expected. In case of identified areas of concern, a plan for implementation of recommendations with specific outcomes will be created by the supervisor in consultation with the unit member. Such a plan will be signed and attached to the original evaluation with a copy placed along with the evaluation in the unit member's personnel file.

Subsequent to the annual evaluation, if an area of concern arises the supervisor will notify the unit member of the concern and will provide guidance in an effort to improve performance to a satisfactory level.

Section 9.3 Review & Acknowledgment of Evaluation

Performance evaluation forms must be reviewed and acknowledged by the unit member. Acknowledgment signifies only that the unit member has reviewed and discussed the performance evaluation. Each unit member shall receive a complete copy of his or her performance evaluation report with all signatures within ten (10) working days of its completion and have an opportunity to comment or rebut any performance assessment within ten (10) days of receipt. A copy of each performance evaluation report and any rebuttal or comment submitted shall be included in the unit member's personnel file.

Section 9.4 Evaluation Criteria Notification

Unit members will be provided advanced notice of any changes in the criteria used for evaluation of their performance.

ARTICLE 10. PROFESSIONAL DEVELOPMENT

Section 10.1 Development Opportunities

The Employer agrees to maintain its continuing effort to provide unit members with training and the opportunity to attend professional meetings necessary for the accomplishment of assigned duties. Priority shall be given to immediate work requirements when assigning training or professional meeting activities.

Section 10.2 Cost & Work Time

The cost of required training shall be paid for by the Employer. A unit member participating in required training or course work shall be considered to be on work time.

Section 10.3 Completion of Advanced Academic Degree

In recognition of the unit member's increased value to the system, the Employer shall provide a salary base increase upon the completion of each advanced academic degree earned after the commencement of employment, and after the effective date of this Agreement. A salary base increase will only be awarded when such degree is part of a degree plan agreed upon in writing by the unit member, supervisor, and appropriate Vice President. The base salary increases will be awarded only on July 1st following completion of the degree and will be based on the following schedule:

Masters Degree	\$ 1,000
Doctoral or appropriate terminal Degree	\$ 2,500

**ARTICLE 11.
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 11.1 Limitations

The grievance and arbitration procedure 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 unless modifications are agreed to in writing by the parties to the grievance.

Section 11.2 Representation

A unit member shall have the right to have a NSCPA representative participate in any step of the grievance and arbitration procedure.

Section 11.3 Definition of a Grievance

A grievance is hereby jointly defined to be a dispute filed by a unit member or NSCPA concerning the interpretation or application of this Agreement filed in accordance with the terms of this Article.

The parties jointly agree that the procedure for grieving a dismissal decision for cause is outlined in Article 16 and is the exclusive method for resolving such grievances.

Section 11.4 Informal Grievance Requirement

Prior to the filing of a formal grievance hereunder, a unit member shall discuss his or her dispute with the immediate supervisor or the administrator who made the decision at issue in an attempt to resolve the dispute. An NSCPA representative may informally present and discuss the dispute on behalf of any unit member or group of unit members with the supervisor or

administrator who made the decision at issue. Any disposition satisfactory to the unit member at this informal stage 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 same shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently arise.

Section 11.5 Formal Grievance Contents

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

- 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;
- e) the specific provisions of the Agreement alleged to have been violated; and,
- f) the remedy that is sought.

Section 11.6 Steps of Grievance Process

A formal grievance initiated by a unit member shall be processed in the following manner:

- a) **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 unit member and the Chief Negotiator within the ten (10) working day period. Any disposition satisfactory to the unit member at this step 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 same shall not constitute a binding precedent in the disposition of other similar disputes that may subsequently arise. In the event the written decision refers to documents, copies of such documents shall be attached to the decision.
- b) **Step 2.** The unit member and/or the Chief Negotiator shall have five (5) working days from receipt of the Vice President's decision to appeal that decision to the President.

The President shall submit the grievance to an advisory committee consisting of two (2) unit members chosen by the local chapter of the NSCPA, none of whom is a member of the unit member's department, and two (2) employees chosen by the President, neither of whom has line authority over the grievant. The committee shall hold a hearing within ten (10) working days after receipt of the grievance and shall admit and consider evidence submitted by the parties in the form of documents or the

2009-2011 NSCPA Agreement

testimony of witnesses. The unit member shall have the right to attend all evidentiary proceedings of the committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant argument or evidence. The unit member shall also have the right to assistance by an attorney at the unit member's own expense. The committee following its own procedures and in accordance with this Agreement shall submit a video recording of the hearing, copies of all exhibits, and the committee's findings and recommendations to the President, Chief Negotiator, and the unit member within ten (10) working days following the hearing. The President shall issue a written decision to the unit member and NSCPA within five (5) working days following receipt of the recommendation of the committee.

- c) **Step 3.** The unit member and/or NSCPA shall have ten (10) working days from receipt of the President's decision to appeal that decision to the Chancellor. A copy of the grievance and all prior written recommendations and responses is to be provided. The Chancellor shall within the normal order of business, review and notify the unit member of his or her decision. If the Chancellor's decision under this Step fails to satisfy the unit member, the unit member wishing to continue may, by mutual agreement of the Chancellor and NSCPA, seek relief under applicable State or Federal laws, by mediation referred to the Federal Mediation and Conciliation Service, or by mutual agreement of the Chancellor and the NSCPA, through binding arbitration.

Should the parties agree to arbitration and are unable to agree on an arbitrator within ten (10) working days, the dispute shall be referred to the American Arbitration Association for resolution by an arbitrator from its labor panel in accordance with its voluntary rules of labor arbitration. The cost of arbitration shall be shared equally by the Chancellor and NSCPA and/or the unit member. Such cost shall be limited to the arbitrator's fees and expenses and applicable charges of the American Arbitration Association.

Section 11.7 Reprisals

There shall be no reprisals taken against a unit member for filing, or participating as a witness in a grievance.

ARTICLE 12. WAGES

Section 12.1 2009-10 Base Salary Increase

For the 2009-10 fiscal year, the amount of the base salary increase for each unit member shall be three and one-half percent (3.5%) increase above each unit members prior year base salary. All increases are to be across the board for all unit members and are to be based on satisfactory or better performance.

Section 12.2 2010-11 Base Salary Increase

For the 2010-11 fiscal year, the amount of the base salary increase for each unit member shall be three and one-half percent (3.5%) increase above each unit members prior year base salary. All increases are to be across the board for all unit members and are to be based on satisfactory or better performance.

**ARTICLE 13.
INSURANCE, BENEFITS, AND RETIREMENT PROGRAMS**

Section 13.1 Insurance Coverage & Carriers

The Employer agrees to make available to all unit members the same level of group medical, dental, vision, life and disability insurance coverages currently being provided. If costs of coverages should increase during the second year of this Agreement, the Employer and NSCPA agree to continue the same arrangement for sharing costs. Nothing within this Agreement, however, shall prohibit the Employer from considering other insurance carriers. Prior to changing insurance carriers, the Employer shall meet and confer with NSCPA in regard to specifications of such contracts.

Section 13.2 Medical Insurance

A deductible medical plan offered by the current insurance carrier will be offered which requires the unit member to satisfy the lowest calendar year deductible amount offered by the insurer, but not less than three hundred dollars (\$300), a coinsurance amount, and 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 up to a lifetime maximum of five million dollars (\$5 million) for each covered person. The Employer 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 unit member responsible for the remaining amount of the cost of coverage. For unit members who opt for coverage under a family,_employee/children or employee/spouse plan, the Employer will contribute a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the plan for the term of this Agreement, with the unit member 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 a unit member makes toward single coverage.

Section 13.3 Section 125 Plan

The Employer agrees to continue its current Internal Revenue Service Code Section 125 Plan to provide an opportunity for unit members to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Unit members may choose to set aside an amount from their paychecks only, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

2009-2011 NSCPA Agreement

Section 13.4 Dental Insurance

A PPO dental plan will be provided which covers one hundred percent (100%) of the aggregate costs of preventive and diagnostic services, maintenance dentistry, and restorative dentistry. Such coverage will include dental services ranging from examinations, cleaning and fillings to caps, crowns, bridges and root canals. Orthodontic services will not be provided. The Employer will contribute eighty-five percent (85%) toward the cost of single dental coverage. For unit members opting for family, employee/children or employee/spouse dental coverage, the Employer will contribute seventy-five percent (75%) toward the cost of the coverage. A unit member must be enrolled in the group medical plan to be eligible for dental plan 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 a unit member makes toward single coverage.

Section 13.5 Nonparticipation in Medical Plan

For unit members who have medical coverage provided by a spouse and who elect not to participate in the individual medical and dental plan provided by the Employer, a monthly credit of one-hundred ten dollars (\$110.00) will be made available as a cash payment in the form of additional salary or as a payment which may be applied to other fringe benefit options that are then available.

The parties agree that should the insurance underwriter disallow this option during the term of this Agreement that the credit will no longer be available. If there are any funds not allocated to unit members' health care insurance because of the discontinuation of Section 13.5, the disbursement of these funds in the aggregate will be negotiated with NSCPA.

Section 13.6 Life Insurance

A life insurance plan offering group term life insurance coverage in the amount of thirty-thousand dollars (\$30,000) will be provided at the Employer's expense with the unit member permitted to supplement the basic coverage with either a ten-thousand dollar (\$10,000), twenty-thousand dollar (\$20,000), fifty-thousand dollar (\$50,000), one-hundred-thousand dollar (\$100,000), or one-hundred eighty-thousand dollar (\$180,000) optional life insurance policy addition at the unit member's expense. The unit member may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five thousand dollar (\$5,000) dependent life policy on a child, or ten thousand dollar (\$10,000) coverage for a spouse at the unit member's expense.

Section 13.7 Disability Insurance

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

Section 13.8 Retirement Contribution

The retirement plan presently in effect shall be continued and the Employer shall take no action to decrease the benefits under the present retirement plan during the term of this Agreement. During the term of this Agreement, the Employer contribution will be eight percent (8.0%) with all eligible new unit members required to contribute six percent (6.0%) of his or her gross earnings. New unit members are eligible to participate in the retirement plan at age twenty-five (25) with two (2) years of consecutive service. At age thirty (30), participation is mandatory.

Section 13.9 Immediate Family Tuition Remission

A sixty-seven percent (67%) tuition remission shall be available for immediate family (spouse and dependent children) of unit members who enroll at a Nebraska State College on a space available basis. If, at any time, the System combines tuition and fee costs into a single tuition charge, an amount equal to the previously applicable fee schedule will remain the responsibility of the student. This tuition remission program is not available for correspondence courses or online courses for non-spouses unless the dependent is a student enrolled in at least two (2) on campus courses.

Section 13.10 Vision Insurance

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

Section 13.11 Employee Assistance Program

The Employer shall make available to all unit members an Employee Assistance Program. The Employer shall pay the annual flat rate as established by the program. Any other costs shall be borne by the unit member.

Section 13.12 Tuition Waiver

Unit members shall be eligible to enroll for credit in courses during non-work hours for \$1.00 per course. 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 Summer term. Approval for enrollment in the courses under these provisions must be granted by the President or designee. Fees connected with course enrollment must be paid by the unit member including the same institutional and class fees paid by all other students. Such approval is subject to the following regulations:

- a) Unit members must be admitted as students of the College and must have met all normal academic requirements for the courses taken.
- b) This tuition waiver is not available to unit members on leave of absence.

2009-2011 NSCPA Agreement

- c) This tuition waiver is not available to unit members whose anticipated employment period is less than six (6) months, regardless of FTE employment status.
- d) The granting of the tuition waiver is subject to openings in the specific class in which the unit member intends to enroll. If the withdrawal of this privilege is necessitated by a lack of funds for such program, such withdrawal shall apply to all classifications of employees on a College-wide basis and timely notice of this action shall be provided.
- e) A unit member's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment. Such approval shall not be unreasonably denied.

Section 13.13 Tuition Remission and Waiver Limitation

A unit member may not enroll in courses under Section 13.9 and Section 13.12 simultaneously during the same semester. Only one (1) tuition waiver course may be taken per semester by a unit member.

Section 13.14 Use of Facilities

Unit members will be allowed to use, free of charge during non-working hours, those facilities belonging to the College that are used to promote wellness. Such facilities will be available to unit members during the facilities normal hours of operation and when not being used for classroom instruction or program activities.

ARTICLE 14. PROVISIONS FOR LEAVES

Section 14.1 Vacation Leave

- a) Unit members working on a twelve (12) month basis shall accrue three (3) weeks vacation with pay, which consists of fifteen (15) working days. The basis for computation is the accrual of 1.25 vacation days per month of employment. 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

After ten (10) years of continuous service, unit members shall accrue one (1) month vacation, which consists of twenty (20) working days each year. The basis for computation of twenty (20) vacation days per calendar year is the accrual of 1.667 vacation days per

month of employment.

Unit members with ten (10) or eleven (11) month appointments shall accrue vacation leave at a proportional pro-rated amount.

- b) At no time will a unit member be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty-five (35) days] accumulation limit.
- c) The President may advance vacation leave to a unit member 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, unit members who have been advanced vacation leave shall reimburse the Employer for all advanced and unreimbursed vacation leave. The Employer is authorized to deduct such amount from the final pay.
- d) Each unit member, upon retirement, dismissal or separation from employment, shall be paid for unused accumulated vacation leave. Upon the death of a unit member, his or her beneficiary shall be paid for his or her unused accumulated vacation leave.
- e) Unit member requests for up to ten (10) consecutive days of accumulated vacation leave shall not be unreasonably denied.
- f) 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.

Section 14.2 Sick Leave

- a) Unit members shall be allowed sick leave with pay. Medical documentation to substantiate the use of sick leave may be required by the Employer.
- b) Sick leave for unit members shall accrue at the rate of one (1) day per calendar month of consecutive service during the first five (5) years of service. Those unit members 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 and on	1.5 days per month

The accrual of sick leave shall begin the first day of the first complete calendar month 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].

2009-2011 NSCPA Agreement

Unit members with ten (10) or eleven (11) month appointments shall accrue sick leave only during the months employed as per the schedule above.

At no time will a unit member 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.

- c) Sick pay is available with the realization that a unit member 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 unit member or public health, medical appointments, or by illness in the immediate family making it necessary that the unit member be absent from his or her duties. The term "immediate family" as used in this section shall be defined to include the spouse, children (adopted, foster, step, biological, or legal ward), grandchildren, siblings, parents, grandparents, or parents of the spouse. It is not intended as any earned time off with pay, and shall not be granted as such. Unit members shall not be compensated for unused sick leave upon separation of employment except in cases of retirement and death as provided below.
- d) The President may advance sick leave to unit members 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, unit members who have been advanced sick leave shall reimburse the Employer for all advanced and unreimbursed sick leave. The Employer is authorized to deduct such amount from the final pay.
- e) Should a unit member 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.
- f) Each unit member who is eligible for retirement in the State College System 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 the unit member, his or her beneficiary will be paid one-fourth (1/4) of his or her accumulated, unused sick leave, with the rate of payment based upon the unit member's regular pay at the time of death.

Section 14.3 Return to Employment Within One Year

Unit members 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 and vacation leave reinstated at the level established prior to the separation. However, unit members who have been dismissed for disciplinary reasons shall not have service for sick leave and vacation leave reinstated.

Unit members who have separated employment may apply for available employment openings. If successful, the unit member will be considered a new hire with all the rights, responsibilities, and obligations of a new hire, unless otherwise negotiated and noted on the employment contract.

Section 14.4 Family and Medical Leave

- a) In accordance with the federal Family and Medical Leave Act (FMLA), unit members with one (1) year of service who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period shall be entitled to take up to twelve (12) weeks of unpaid FMLA leave during any twelve (12) month period:
 - 1) for the birth of a child, or the placement of a child with the unit member for adoption or for foster care;
 - 2) to care for a spouse, children, parents, or persons bearing the same relationship to the unit member's spouse with a serious health condition; or
 - 3) for the unit member's own serious health condition.

- b) A serious health condition is defined to include:
 - 1) an illness, injury, impairment, or physical or mental condition that involves either inpatient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for three (3) or more consecutive days.
 - 2) any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
 - 3) any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
 - 4) any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if untreated, e.g., cancer (chemotherapy), kidney disease (dialysis).
 - a) "Children" shall mean a biological, adopted or foster child, a stepchild, or a legal ward.
 - b) Sick leave or vacation leave may be used at the election of the unit member during family and medical leave. Although unit members may retain accrued, unused vacation and sick leave, such leave shall not accrue while on FMLA leave.
 - c) Requests for FMLA leave must be submitted to the Human Resource Office. Appropriate certification or documentation may be required by the Employer.

2009-2011 NSCPA Agreement

- d) The Employer agrees to continue to pay its portion of applicable insurance premiums during the term of FMLA leave. In the event two (2) unit members 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.

Section 14.5 Crisis Leave Sharing Program

Unit members may contribute accrued vacation leave to benefit another employee at the same College who is suffering from a catastrophic illness. Vacation 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 and including a unit member. The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety (90) days in a twelve (12) month period. To be eligible to receive donated leave, an employee must have had an absence of at least thirty (30) days during the prior six (6) months and have exhausted all paid leave due to his or her own serious health condition, as defined, and which has caused, or is likely to cause, the employee to take leave without pay. The crisis leave-sharing program will permit salary and insurance continuation for those employees receiving shared leave.

Details of this program are available at the Human Resource Office and on the HR Website.

Section 14.6 Bereavement Leave

At the discretion of the immediate supervisor up to six (6) days of paid leave, per fiscal year, may be granted to the unit member for purposes of bereavement. Of those six (6) days, five (5) days may be used for deaths in the unit member's immediate family. One additional day of bereavement leave is available upon the approval of the immediate supervisor.

For purposes of this section, immediate family shall include spouse, children (adopted, foster, step, biological, or legal ward), grandchildren, siblings, parents, grandparents, or someone who bears the same relationship to the spouse.

Section 14.7 Inclement Weather/College Closure Leave

During periods when inclement weather causes classes to be canceled, all unit members, other than those required to report to work to provide emergency or other essential services, shall be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the supervisor. Time spent on Inclement Weather Leave will be charged against the unit member's vacation leave balance, or time can be made up within thirty (30) days at the request of the unit member which request shall not unreasonably be denied. When the President declares the entire College closed unit members will not be charged leave. Unit members required to report to work to provide emergency or other essential services shall be allowed comparable time off on

an alternate date.

Section 14.8 Injury Leave/Worker's Compensation

All unit members who are disabled as a result of a job-related injury or disease may be granted injury leave. Injury leave shall not exceed five (5) of the unit member's normal working shifts for any particular injury. Such leave is not to be charged against accumulated vacation or sick leave. For details of Workers' Compensation benefits, unit members are to inquire at the Human Resource Office.

Section 14.9 Civic Duty Leave

Unit members shall be eligible for absence with pay for jury service, during the actual period of such service, and may retain fees paid him/her as a juror. Absence with pay may also be granted for unit members who are subpoenaed as a witness for the State of Nebraska, during the actual period of such service. Upon being served a summons that his/her name has been drawn as a juror or upon being served a subpoena to appear as a witness, the unit member shall immediately advise the supervisor in writing, stating the time, place and name of the court to which he/she is to attend.

Section 14.10 Military Leave

Military leaves of absence shall be granted to all unit members as may be provided by state and federal law or regulation.

According to the terms of the Family Military Leave Act (Neb. Rev. Stat. §§55-501 to 507), an eligible unit member 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 unit member 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 unit member 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. Unit members taking family military leave for less than five (5) consecutive days shall give the Employer advanced notice as is practicable. The unit member shall consult with the Employer to schedule the leave so as not to unduly disrupt College operations. The Employer may require certification from the proper military authority to verify the unit member's eligibility for the family military leave requested.

For benefit purposes, unit members taking Family Military Leave will be treated the same as other unit members taking unpaid Family and Medical Leave.

Section 14.11 Requested Leave of Absence

Unit members 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 unit member professionally and be of benefit to the Employer. Such leave of absence is without pay. However, if the leave of absence is at the request of the President and the unit member 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 of the unit member and the President.

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.

Granting leaves of absence is at the discretion of the President and is a non-grievable matter.

Unit members on a paid leave of absence will continue to receive the proportionate share of the Employer's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the unit member.

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

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

**ARTICLE 15.
NSCPA ACTIVITIES, USE OF FACILITIES AND SERVICES AND UNION DUES**

Section 15.1 Use of Facilities

NSCPA shall be permitted to transact official NSCPA business on College property at reasonable times, provided that such business shall not interfere with or interrupt normal College operations or the responsibilities of unit members. Representatives of the NSCPA who are not employees are to provide at least one (1) working day notice to the Human Resource Office prior to transacting NSCPA business on College property.

Section 15.2 Access to Services

NSCPA shall continue to have access to use of printing, duplicating, addressing and other College services subject to use and fee requirements.

Section 15.3 Distribution of Unit Information

Unit members will have access to College bulletin boards used for employee information and campus email following procedures that apply to other employees. General distribution of NSCPA materials will be allowed in non-working areas, including campus mail, during both working and non-working hours, provided that the same shall not be disruptive. Meeting rooms may be scheduled, as available, through the College.

Section 15.4 Negotiation Team Member Notification

It is specifically agreed that the Chief Negotiator shall provide the Vice Chancellor for Employee Relations with the names of the members of the NSCPA negotiating team prior to the commencement of negotiations. Likewise, the Vice Chancellor shall provide the Chief_Negotiator with the names of the Employer negotiating team prior to the commencement of negotiations.

Section 15.5 Negotiation Team Member Leave

No more than seven (7) NSCPA team members shall be granted paid leave to participate in negotiation sessions with the Employer. Paid leave shall include necessary travel time. Supervisors must be informed of and approve such leaves through the usual leave practices or procedures.

Section 15.6 Deduction of Membership Dues

The Employer agrees to deduct membership dues established by NSCPA from the salary of any unit member authorizing such deduction in writing.

Section 15.7 Payroll Deduction Authorization

NSCPA agrees to send a certified list, and a copy of the written payroll deduction authorization of all unit members who request payroll deduction of dues to the College_payroll office each year by September 1. Said authorized deduction shall be made from the monthly pay beginning in September and ending in August of the following year. For unit members who request payroll deductions after September 1, the deductions will begin in the next available pay cycle.

Section 15.8 Remittance of Monthly Deductions

The aggregate deductions shall be remitted monthly to the NSEA Treasurer together with an itemized statement containing the names of the unit members from whom deductions have been made and the amount so deducted from each. The aforementioned remittance shall be made no later than the 10th day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedure permits.

2009-2011 NSCPA Agreement

Section 15.9 Membership Cancellation

Each unit member's written authorization shall remain valid as outlined on the membership enrollment form unless a written notice of cancellation is received from the local NSCPA President by the College payroll office each year by May 15. NSCPA shall notify each unit member of the May 15 deadline for cancellation of unit membership. Such notice shall be given at least thirty (30) days prior to the deadline. Unit members will have equal monthly dues deductions made from each paycheck.

Section 15.10 Deduction Errors/Issues

If dues are deducted and remitted to the NSEA Treasurer in accordance with the procedure specified in this Article, NSCPA shall be solely responsible in the event of any claims that the deductions and/or remissions were improper. NSCPA shall indemnify and hold Employer harmless from any claims arising out of a deduction made in accordance with provisions of this Article.

ARTICLE 16. DISCIPLINARY ACTIONS

Section 16.1 Discipline

The Employer may discipline a unit member for adequate cause pursuant to disciplinary grounds contained in the College handbooks. Prior to amending the disciplinary grounds contained in the College handbooks, the Vice Chancellor of Employee Relations will provide notice and opportunity for input from the Chief Negotiator or designee.

Section 16.2 Guidelines for Imposing Disciplinary Action

The Employer has the right to discipline a unit member provided that the unit member will be advised of the reason or reasons for such action. The level of discipline shall be based on the nature and severity of the infraction. Disciplinary action challenged as not in conformance with this Agreement, may be grieved under Article XI, however, dismissal may only be challenged pursuant to the process specified in this Article.

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

Prior to imposing discipline the unit member will additionally be entitled to an opportunity to respond to the allegations, present mitigating evidence, explain extenuating circumstances or present reasons why disciplinary action should not be taken.

A unit member shall be notified in writing whenever any disciplinary action is taken. The unit member must acknowledge receipt by signing the written disciplinary notice. The unit member's signature does not constitute agreement with the content of the notice. If the unit member refuses to sign, a supervisor and a witness will sign a notation of the unit member's refusal on the notice. A copy of the written disciplinary notice will be placed in the unit member's personnel file. The unit member has the right to include written rebuttal or comment on disciplinary notices that go in his or her personnel file.

Section 16.3 Types of Disciplinary Action

The following types and levels of disciplinary actions for unit members are described below in a progressive manner. The nature and severity of the situation will dictate the level of discipline imposed and the due process protections to be applied, Progressive discipline is not required. More severe levels of disciplinary action may be imposed when a lesser action is deemed inadequate or has not achieved the desired results. If one (1) or more of the prescribed disciplinary actions are imposed, they shall be in writing and imposed concurrently.

- a) **Written Warning.** Written warnings consist of a discussion between the unit member and the supervisor in which the supervisor explains in detail the reasons for the warning and then provides a written disciplinary notice to the unit member of the action required to correct the unsatisfactory performance with applicable time requirements. Written reprimands will include place for supervisors to note in writing when unsatisfactory performance issues have been resolved. Unit members will receive a copy of this written notice.
- b) **Disciplinary Probation.** A disciplinary probation may be imposed by the appropriate Vice President or designee for a period of up to six (6) months, but may be extended during which time the unit member's performance must improve. A corrective action plan including improvement standards and time frames shall be included in the written disciplinary notice.
 - i) Unit members on disciplinary probation shall not be granted pay increases.
 - ii) Unit members granted leave while serving disciplinary probation may have their probation period extended by the number of days absent on leave.
 - iii) Unit members may be removed from disciplinary probation by a written notice of the appropriate Vice President or designee.
- c) **Disciplinary Suspension Without Pay.** A period of suspension imposed by the President shall be without pay and shall not exceed twenty (20) working days. The disciplinary notice informing the unit member of suspension shall be dated and include the reason for the suspension and the number of days of the suspension.
 - i) The unit member's service date shall be adjusted by the number of calendar days absent during a suspension.

2009-2011 NSCPA Agreement

- ii) Unit members on suspension shall not be granted paid leave during the suspension period.
- d) **Demotion.** A President may transfer a unit member to a position of lesser responsibility, in or out of the unit, as a disciplinary action. Upon transfer, a President shall place the unit member in the new position and reduce the salary accordingly.
- e) **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. Dismissal for cause negates the deadlines and notice obligations regarding either contract renewal or cancellation notice as may otherwise be provided in this Agreement.

Section 16.4 Dismissal Procedure

- a) Upon receipt of a supervisor's and/or Vice President's recommendation to dismiss a unit member, the President shall inform the unit member, in writing, of a time at which the unit member may present to the President or designee, any additional facts, material, or evidence regarding the unit member's potential dismissal. Failure by the unit member to appear shall constitute a waiver by the unit member of the aforementioned meeting. The employee may be represented by a third party in the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the unit member is unable to attend unless both the President and the unit member mutually agree to another time, date, and/or place.
- b) Within five (5) work days following the scheduled date of the meeting, the President shall provide the unit member a copy of his or her recommendations regarding the dismissal. The five (5) day period may be extended upon agreement between the President and the unit member. A copy of the President's recommendation shall be forwarded to the unit member by Certified Mail with instructions to "Deliver to Addressee Only, Return Receipt Requested" or by personal delivery, or deposit to the unit member's last known address. A copy of the President's recommendation shall also be forwarded to the Chancellor. If the President recommends that the unit member be discharged, the written notice shall inform the unit member that he or she may request a hearing before an advisory committee by submitting a written request to the President within ten (10) work days.
- c) If the unit member submits a written request for a hearing the President shall refer the proposed dismissal to an advisory committee for a hearing and recommendation as provided for in this Article.

Section 16.5 Advisory Committee Selection Process

The committee shall consist of two (2) members of the unit chosen by the local NSCPA President and two (2) employees chosen by the President, none of whom is to be a member of the unit member's department.

Section 16.6 Advisory Committee Hearing Procedures

The committee will then establish the date, time and place for the hearing and so inform the unit member, NSCPA 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 videotaped. The unit member 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 unit member shall also have the right to be represented by NSCPA or by an attorney at the unit member'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, and may admit probative evidence as well as exclude incompetent or repetitive evidence, as well as the procedures for compelling witnesses employed at the College to appear.

Section 16.7 Hearing Schedule

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 video tape of the hearing to the unit member, local NSCPA President, and to the President within ten (10) working days after the hearing is closed.

Section 16.8 Presidential Decision

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

Section 16.9 Response to Presidential Decision

If the unit member is not satisfied with the decision of the President, the unit member may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision requesting a hearing before the Board.

2009-2011 NSCPA Agreement

Section 16.10 Appeal to the Board

Upon receipt of the appeal to the Board, the Chancellor as designee of the Board, shall decide if a hearing is to be provided. The Chancellor shall not unreasonably deny the request for a hearing if the request is supported with a showing that the terms of this Agreement have been violated.

If the Chancellor chooses to utilize the services of a hearing officer for the purpose of conducting a hearing and making a recommendation, the hearing officer's scope of review shall be to determine if terms of this Agreement have been violated. The hearing officer shall have no authority to add to, subtract from or in any way modify the terms of this Agreement. Upon receipt of the hearing officer's recommendation, the Chancellor shall issue a written decision stating the reasons therefore within twenty (20) working days.

Section 16.11 Hearing Preparation and Representation

A hearing date before the Hearing Officer will allow the unit member reasonable preparation time. During the hearing, the unit member has the right to be represented by NSCPA or an attorney (at the unit member's expense), to present witnesses, exhibits, and documents, and to question adverse witnesses.

Section 16.12 Chancellor Decision

The decision of the Chancellor, on behalf of the Employer, will be final. The dismissed unit member may seek recourse under appropriate state and federal law; by mediation through the Federal Mediation and Conciliation Service upon mutual agreement of the Chancellor and the local NSCPA President; or through binding arbitration upon mutual agreement of the Chancellor and the local NSCPA President.

Section 16.13 Time Limit Modifications

Time limits provided herein should be adhered to unless modifications are agreed to in writing by the parties to the dismissal.

Section 16.14 Employment Status During Appeals Process

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

Section 16.15 Investigatory Suspension

A unit member who is under investigation for, or charged with, criminal activity or who is alleged to have committed an offense which threatens the safety or health of another person, or is alleged to have committed an offense of sufficient magnitude that the consequence causes disruption of work or College activities, may be suspended with or without pay, at the discretion of the President or designee, until such time as it is possible to determine if disciplinary action should be taken. If no immediate danger would result, the President or designee, before suspending a unit member under this section, should attempt to verify evidence and may afford the unit member an opportunity to refute this information or present mitigating evidence. If a meeting takes place, the President or designee will notify the unit member prior to such meeting and will inform the unit member of the purpose of the meeting. If the unit member is not disciplined or discharged, the unit member shall be entitled to back pay, service credit and lost benefits, if any. Such investigatory suspensions are not grievable.

ARTICLE 17. RESIGNATION, ABANDONMENT, LAY OFF

Section 17.1 Resignations

To resign in good standing, a unit member must give written notice to the Human Resource Director at least two (2) weeks before separation, unless the Human Resource Director agrees to a shorter period.

Section 17.2 Abandonment

Unit members may be considered to have abandoned the job if he or she has been absent from work for longer than two (2) workdays without being on approved leave and in the absence of extenuating circumstances. Such abandonment shall be considered as a voluntary resignation not in good standing.

Section 17.3 Layoffs

- a) The Employer decides when a lay off is necessary, and which classifications 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.
- b) When a layoff is contemplated, the President will consult the local NSCPA President, on behalf of the chapter as soon as possible. The chapter shall make recommendations and act in an advisory capacity only. The local NSCPA President or designee will forward the chapter's written recommendation to the President.

2009-2011 NSCPA Agreement

- c) When the Employer decides that a lay off among unit members is necessary, the President or designee shall conduct a layoff in such manner that the remaining employees possess the necessary job qualifications.
- d) The Employer will make an effort to avoid a layoff by use of attrition wherever possible.
- e) Where qualifications, training and ability to perform the work remaining are equal, the Employer will follow these priorities for reduction in force:
 - 1) Temporary/part-time professional staff employees before unit members;
 - 2) Unit members with unsatisfactory performance records before unit members with satisfactory performance records; and,
 - 3) Unit members with short service before unit members with long service
- f) For twelve (12) months following the effective date of layoff, a unit member who has been laid off, and who indicates a desire to be placed on a recall list, shall be offered recall in the same position at the College should an opportunity arise. The unit member shall receive the same salary which was received at the time of layoff plus any increases in salary or benefits received by unit members.
- g) Unit members recalled within twelve (12) months shall not be considered to have suffered a break in service for the purposes of calculating sick and vacation leave, as well as service years regarding notice requirements.
- h) For twelve (12) months following the effective date of layoff, a unit member on the recall list who is a qualified applicant for a position in the unit shall be given preference for the position when qualifications are equal.
- i) In the event of layoffs, the President shall establish a recall list and supply it and any changes to the local NSCPA President.
- j) Unit members to be laid off shall be given ninety (90) calendar days notice and the notice shall include the reason(s) for the layoff.
- k) Each laid off unit member shall, once proper notice is given, be allowed to schedule and take up to ten (10) workdays of leave without pay directed toward securing new employment.

**ARTICLE 18
MANAGEMENT**

Section 18.1 Management Authority

All management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer.

It is understood that the Employer may test for alcohol or illegal substances for cause. Guidelines for testing will be provided to protect against abuse which include, but not be limited to, definition of cause, training of supervisors, a confidentiality statement, and a statement of progressive intervention and treatment. Such Guidelines shall be available for viewing in the Human Resource Office or on the College websites.

**ARTICLE 19.
DURATION AND LIMITATIONS OF CONTRACT**

Section 19.1 Entire Agreement

This instrument constitutes the entire Agreement between the parties hereto and the Employer, NSCPA, and the unit members will abide by it.

Section 19.2 Contract Amendment

Any term and 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 NSCPA. This Agreement may be amended only upon the mutual agreement of both parties, as documented in writing. Both parties acknowledge that they had opportunity during negotiations to make demands and proposals.

Section 19.3 Agreement Interpretation or Application

Section headings are provided in this Agreement for convenience only and shall not be deemed to substantively alter the content of such section.

Issues of interpretation or application of this Agreement will be addressed between the Chief Negotiator or designee and the Vice Chancellor for Employee Relations with sensitivity to the confidential nature of the inquiry.

2009-2011 NSCPA Agreement

Section 19.4 Governing Law; Severability

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.

Section 19.5 Agreement & Board Policy

This Agreement shall supersede any policies, rules, regulations or practices of the Employer which shall be specifically contrary to or inconsistent with the terms of this Agreement.

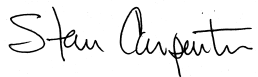
Section 19.6 Effective Date


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.

Dated this 2nd day of April, 2009

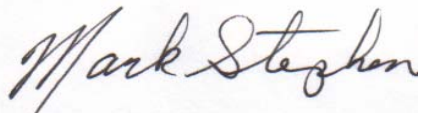
**BOARD OF TRUSTEES FOR
NEBRASKA STATE COLLEGES**



By S/:
Bill Roskens, Board Chair



By S/:
Stan Carpenter, Chancellor


By S/:
Kristin Petersen, Chief Negotiator
NSCS

**NEBRASKA STATE COLLEGE
PROFESSIONAL ASSOCIATION**



By S/*:
Mark Stephen, Chief Negotiator, Chadron

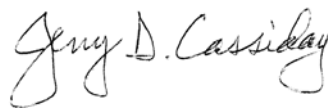

By S/:
Karen Granberg, Team Member, Wayne


By S/:
Laurie Harris, Team Member, Chadron


By S/:
Crystal Ellis, Team Member, Peru


By S/:
Charissa Loftis, Team Member, Wayne


By S/:
Mike Otto, Team Member, Peru


By S/:
Jerry Cassidy, NSCPA President

*S/: denotes electronic signature