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**IDnum** 310 **Language** English **Country** United States **State** NE

**Union** AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

**Local** 61

Occupations Represented
Office clerks, general

**Bargaining Agency** Board of Trustees for Nebraska State Colleges at Chadron, Peru, and Wayne

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 1999 **EndYear** 2001

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**Notes**

**Contact**

**Full text contract begins on following page.**

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**AGREEMENT -- 1999-01**

THIS AGREEMENT is made and entered into by and between the Board of Trustees for the Nebraska State Colleges at Chadron, Peru and Wayne, Nebraska, hereinafter referred to as the ABoard,@ and the Nebraska Association of Public Employees, Local #61, of the American Federation of State, County, and Municipal Employees, hereinafter referred to as the AUnion. @

**ARTICLE I - RECOGNITION**

**Section 1.0** By the terms of this Agreement, the Board recognizes the Union as the exclusive bargaining agent for all regular full-time (0.75 FTE and above), non-supervisory support staff employees 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; provided, however, that the Agreement will not apply to supervisors, part-time, interim or temporary employees, and any other employees.

**Section 1.1** The Board 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.

**ARTICLE II - NONDISCRIMINATION**

**Section 2.0** The Board and Union agree that no preference or discrimination will be shown by either the Board or Union for or against any employee covered by this Agreement in regard to race, color, creed, national origin, age, ancestry, gender, disability, religion, political affiliation, or affiliation or non-affiliation with the Union, or engage in any harassment, all as provided by law. No employees shall be harassed or discriminated against for filing a grievance or otherwise exercising their rights under this Agreement.

**ARTICLE III - MANAGEMENT RIGHTS**

**Section 3.0** 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 Board. The management of the State College campuses, the right to make reasonable rules and regulations, direction of the work force, including the right to promote, transfer, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work and the right to introduce new methods, equipment, and facilities, subject to the provisions hereinafter set forth in this Agreement, are vested exclusively in the Board.

**Section 3.1** Newly established work rules or amendments will be published at least seven (7) calendar days prior to their effective date. Work rules shall be available upon request to bargaining unit employees and the Union.

**ARTICLE IV - APPOINTMENT/NOTICE REQUIREMENTS**

**Section 4.0** The supervision and control of all operations and the direction of the working force, including the right to hire and discharge employees, will be vested exclusively in the Board, subject to the provisions hereinafter set forth in this Article.

**Section 4.1** Every support staff employee will be assigned to an authorized classification designated by the Board and will be compensated in accordance with the salary grade applicable to the designated classification as of the date of this Agreement.

**Section 4.2** Support staff employees are employed on an hourly basis and may be terminated with proper cause.

**ARTICLE V - INITIAL EMPLOYMENT PERIOD**

**Section 5.0** All new hires shall be required to complete an initial employment period of six (6) months from the date of hire and shall be so notified. Employees who transfer from one State College campus to another may be required by the campus President or designee to complete an initial employment period. An employee in an initial employment period shall have no grievance rights.

**Section 5.1** An employee in the initial employment period may have his or her initial employment period extended for up to an additional six (6) months for reasons of performance, transfer, or promotion from the date of hire, rehire, transfer or return from leave of absence, at the discretion of the campus President or designee.

**Section 5.2** 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 5.3** Employees may be separated at any time during the initial employment period with or without notice or cause; however, the campus President or designee will notify the employee in writing of the date the separation is effective.

#### **ARTICLE VI - JOB RESPONSIBILITIES**

**Section 6.0** The supervision and control of all operations and the direction of the working force, including the right to define the job responsibilities for each position, will be vested exclusively in the Board, subject to the provisions hereinafter set forth in this Article.

**Section 6.1** Campus supervisors will maintain a job description for each unit member and inform each employee of his or her job responsibilities. Classification descriptions for each employee's classification will be placed on reserve in the library on each campus. Newly created titles shall be assigned to the appropriate bargaining unit.

**Section 6.2** If significant or ongoing new responsibilities are added to the employee's job duties, the employee will be so advised with as much advance notice as is practical and will meet to discuss any realignment or adjustment of existing priorities.

**Section 6.3** The assignment of employee job responsibilities which are reasonably related to the employee's classification is a non-grievable matter.

**Section 6.4** When an employee of the bargaining unit 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 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.

**Section 6.5** The Board agrees not to hire temporary employees if such hiring would result in a lay-off of any State College employee covered by this Agreement.

#### **ARTICLE VII - HOURS OF WORK AND OVERTIME**

**Section 7.0** The supervision, control and direction of the working force, including the right to establish the hours of work, will be vested exclusively in the Board, subject to the provisions hereinafter set forth in this Article.

**Section 7.1** The regular work week shall mean five (5) consecutive work days of eight (8) hours per day unless there is mutual agreement between the employee and the supervisor to work a flex-time schedule (for example, four ten-hour days of summer schedule). Campus supervisors may establish the work week to accommodate departmental needs. The assignment of employee work schedules is a non-grievable matter. Overtime must be authorized by the appropriate supervisor before any work is performed.

**Section 7.2** Employees may be required to work evenings, weekends, and holidays. If an employee is required to work on a scheduled campus holiday, the employee will be allowed comparable time and one-half off on an alternate date.

**Section 7.3** Support staff 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 7.4 below. Any overtime must be first authorized by the appropriate supervisor before being worked.

**Section 7.4** At the discretion of the supervisor, 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 240 hours of compensatory time (160 hours of time worked) and unused compensatory time shall be paid in cash at termination. Use of compensatory time will be granted within a reasonable period of time after an employee's request if such use does not unduly disrupt the operations of the college.

**Section 7.5** Employees may be required to work more than a forty (40) hour week. If fewer employees than the full crew is required, overtime will first be offered to the employee performing the work requiring overtime, will next be offered to employees working within the class of work requiring overtime on the basis of seniority, and will next be offered to employees on campus on the basis of job qualifications and seniority. If sufficient employees fail to volunteer for overtime, it will be assigned by reverse seniority to employees in the classification requiring overtime.

**Section 7.6** In the event of the need for work past a regularly scheduled shift, employees will be notified as soon as practical, however, no later than three (3) hours before the end of their regularly scheduled shift on that day, unless an emergency arises in which case notice is to be given as soon as is practical. In the event of the need for Saturday or Sunday work, for employees who are not regularly scheduled to work on those days, the employees will be notified as soon as is practical but at least three hours before the end of their regular shift on the preceding Friday, unless an emergency arises in which case notice will be given as soon as is practical.

If work is required outside an employee's regular work week for a scheduled activity, the employee will be given as much advance notice as possible but not less than ten (10) working days' written notice prior to the beginning of the work week. When the compensating time-off during the work week is to be scheduled will be reasonably determined by mutual agreement.

**Section 7.7** Employees who have left the campus and are later called back to work after completing their regular shift, will be compensated for actual time worked, but in no event less than two (2) hours. Employees shall not be required to be Aon call, @ and employees shall not be required to report back to work except in the case of an emergency.

**Section 7.8** Employees will be allowed an unpaid lunch period of at least thirty (30) minutes as scheduled by the College. In addition, employees will be allowed to take a fifteen (15) minute relief period as scheduled by the College both before and after lunch period but not in connection with the lunch period. In the event that employees are required to work in excess of ten (10) hours in a work day, and actually work at least ten (10) hours and fifteen minutes, there will be allowed an additional fifteen (15) minute relief period as scheduled by the College.

**Section 7.9** Unless agreed to by the employee, the employer shall provide at least ten (10) working days written notice prior to making any permanent change in a work schedule. Such adjustments will guarantee the employer's ability to provide services, to meet all workload demands as defined by the employer, and to the extent practicable, meet employees' personal scheduling preferences.

**Section 7.10** Employees shall be given at least ten (10) hours rest between required shifts except in circumstances involving an emergency.

## ARTICLE VIII – HOLIDAYS

**Section 8.0** The following holidays are compensated holidays for unit members:

New Year's Day	January 1
Martin Luther King, Jr. Day*	Third Monday in January
President's Day*	Third Monday in February
Arbor Day*	Last Friday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day*	Second Monday in October
Veteran's Day*	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following
Christmas Day	December 25

**Section 8.1** In order to more closely match the academic year the Board may at its discretion elect to schedule the holidays marked with an asterisk (\*) with an equivalent number of compensated days at other times in the year such as Christmas break, fall or spring break. The Board may also adjust any compensated holiday to match state and federal holiday observances without reducing the total number of compensated holidays.

**Section 8.2** It is understood that no employee will be requested to work on a scheduled campus holiday unless absolutely necessary. Employees required to work on holidays will earn compensatory time to be used in conformance with Sections 7.4 and 7.5.

## ARTICLE IX - PERFORMANCE EVALUATION

**Section 9.0** The overall objectives of an employee performance evaluation program are to measure, maintain, and improve job performance. The evaluation program will attempt 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. Counseling on performance issues shall be done in private.

**Section 9.1** A performance report for newly hired employees will be prepared by the employee=s immediate supervisor and prior to the conclusion of the initial employment period or any extension thereof and annually thereafter. Each performance evaluation must be conducted by the employee=s immediate supervisor and must be reviewed by the evaluator=s supervisor prior to discussion with the employee.

**Section 9.2** Performance evaluations must be reviewed and acknowledged by each employee. Acknowledgment signifies only that the employee has reviewed and discussed the performance evaluation. Each employee will receive a copy of his or her performance evaluation and have an opportunity to comment or rebut any performance assessment. A copy of each performance evaluation and any rebuttal or comment submitted will be included in the employee's personnel file.

**Section 9.3** All employees will be provided the criteria to be used in the evaluation of their job performance. If the criteria for evaluation change, the affected unit members will be so advised.

**Section 9.4** If no annual performance evaluation is conducted by the supervisor, the employee will be considered to have performed satisfactorily.

## ARTICLE X - CLASSIFICATION APPEALS

**Section 10.0** The supervision and control of all operations and the direction of the working force, including the right to hire and establish a classification and compensation plan for all support staff employees, will be vested exclusively in the Board, subject to the provisions hereinafter set forth in this Article.

**Section 10.1** The employer agrees to classify/reclassify positions based on the scope and level of duties and responsibilities assigned, the nature and extent of supervision received and exercised, and the knowledge, abilities and skills required with the end result being that all classifications/reclassifications are in balance with the classification for similar work being performed by other College employees. The employer retains the right to assign and reassign work which may affect the classification assignment of each position.

**Section 10.2** If an employee believes that the placement of his or her job classification assignment warrants a review, the employee may request a review of such assignment provided the position has not been reviewed by the College Personnel Office in the previous six calendar months. Requests for review will be submitted in writing to the College Personnel Office or designee and will contain the following:

- a) a current College classification description questionnaire completed by the employee and signed by the first level supervisor outside the bargaining unit;
- b) a concise and specific statement as to why the employee believes the current classification assignment is inappropriate and the specific reasons therefore; and
- c) a concise and specific statement of the classification sought (which must be a currently existing classification), and the specific reasons therefore.

**Section 10.3** Upon receipt of an employee classification request, the campus administration will have thirty (30) working days to review and if necessary change the assignment of duties and responsibilities of a position. The employer's review will include a review of the submitted classification description by the supervisor who will provide written remarks indicating agreement or disagreement with the contents of the submitted classification description. After completion of the review within the thirty (30) working day period, the campus administration will issue a written response advising the employee of the College's decision regarding the assigned job duties.

A decision by the campus administration to deny the request for reclassification will be the final campus administrative decision. Determination of job duties and responsibilities is exclusively the authority of the campus President. The campus administration has the duty and authority to reorganize or reassign the duties and responsibilities of the position in question to conform to the position classification and job description.

b) If the position is reclassified upon review, the reclassification is subject to Board approval consistent with all other personnel actions within the System which require System Office or Board approval.

**Section 10.4** The employee may appeal within ten (10) working days of receipt of the campus administrative response by filing all prior responses with the Executive Director of the Board. The Executive Director shall render a decision that is final within thirty (30) working days of receipt of the appeal.

**Section 10.5** The Board will notify the Union of newly created classes and classification title changes when such changes are made in the Support Staff Pay and Classification Plan.

## ARTICLE XI - DISCIPLINE

**Section 11.0** The supervision and control of all operations and the direction of the working force, including the right to exercise discipline for proper cause in the interest of good service or for other reasons deemed sufficient by the Board, in each case according to the free and uncontrolled discretion of the Board, will be vested exclusively in the Board; provided that an employee who has been disciplined will be advised of the reason or reasons for such action, and if such action is challenged by the employee or the Union as not in conformance with this Agreement, the method of determination will be submitted for adjustment as provided in Article XVI - Grievance Procedures.

**Section 11.1** As part of an investigatory proceeding leading to discipline, including discharge, and prior to imposing such discipline, employees are entitled to notice of the proposed charges against them which will identify the rule, policy, or performance standard violated and include an explanation of the College=s evidence against them. The explanation will include a description of the incident involved and dates of occurrence.

**Section 11.2** Prior to imposing discipline the employee will additionally be entitled to an opportunity to present mitigating evidence or present reasons why disciplinary action should not be taken. Upon request, employees may be represented by the Union at investigatory meetings which have the potential to lead to discipline and pre-disciplinary meetings. Unless otherwise agreed to, employees are not entitled to representation at routine supervisory or nondisciplinary counseling conferences.

**Section 11.3** If disciplinary action other than a verbal warning is imposed, the employee will be advised in writing of the following:

- a) The nature of the offense;
- b) The disciplinary action being administered;
- c) If appropriate, the time allowed for improvement and the consequences, including dismissal, of future violations or failure to improve.

The employee must acknowledge receipt by signing the written document. The employee=s signature does not constitute agreement with the content of the document. If the employee refuses to sign, the supervisor and a witness will sign a notation of the employee=s refusal on the document. A copy of the document will be placed in the employee=s personnel file. Any negative comment placed in an employee=s file requires the employee to be given a copy of such filing in writing and an opportunity for a written rebuttal.

**Section 11.4** An employee who is under investigation by either a State College, the State College System, or any state agency or civil authorities 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 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 campus President or designee, pending the outcome of the investigation or trial. If no immediate danger would result, the campus President or designee, before suspending an employee under this section, should attempt to verify evidence with the employee and may afford the employee an opportunity to refute this information or present mitigating evidence. If a meeting takes place, the campus President will notify the employee prior to such meeting and will inform the employee the purpose of the meeting in accordance with procedures outlined in Board policies. If the employee is not disciplined or discharged, and the suspension is deemed to be arbitrary or unreasonable, the employee shall be entitled to back pay.

**Section 11.5** Any meeting held pursuant to these provisions may be tape recorded if the parties so agree.

## ARTICLE XII - DISCHARGE

**Section 12.0** Other than an employee in the initial employment period, an employee may not be discharged without proper cause. The employee will be notified in writing of any discharge, and the employee=s sole recourse shall be pursuant to the provisions of Article XVI - Grievance and Arbitration Procedure.

### **ARTICLE XIII - RESIGNATIONS, ABANDONMENT, LAYOFFS**

**Section 13.0 Resignation.** To resign in good standing, the employee must give written notice to the campus President or designated officer with a copy to the immediate supervisor, at least ten (10) working days before separation, unless the campus President, or designated officer, agrees to a shorter period.

**Section 13.1 Abandonment.** An employee may be considered to have abandoned the job if he or she has been absent from work for longer than one work day without being on approved leave or without notifying the appropriate supervisor unless such notice is impossible. Such abandonment will be considered as a resignation not in good standing.

**Section 13.2 Layoffs.** The Board, or its designated officer, decides when a layoff is necessary, and which classes of employees and positions will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision.

**Section 13.3** When a layoff is necessary, the College will lay off people so that the reduction will be made in such a manner that the remaining members of the work force possess the necessary qualifications to perform all the tasks that need to be done by College employees.

**Section 13.4** Campus administrators will make an effort to avoid a layoff by use of attrition wherever possible.

**Section 13.5** Employees to be laid off will be given as much notice as possible, but at least a fifteen (15) working days= written notice will be given prior to a layoff of support staff employees.

a) After the classification(s) targeted for layoff has (have) been determined, the employee(s) in the classification (s) who has (have) the least college seniority shall be selected for layoff first. The layoff(s) shall proceed in order to the next least senior person(s) in the classification(s).

b) Employees laid off may exercise bumping rights as follows:

1) An employee may bump the lowest senior person in the next lowest job classification in the series provided that the employee has more college seniority.

2) If the lowest seniority person in the next lowest classification in the series has more seniority, then bumping to that position is not allowed, and the same process would be applied to the next lowest classification in the series, and so on.

3) In classifications where there are no other classifications in the series, employees may bump persons with the least seniority in classifications they previously held provided that the employee has more college seniority.

4) Employees who are bumped would then have the same options as persons laid off.

5) If employees elect not to bump, employees who are targeted for layoff shall be placed, by college seniority, in vacant positions of the employee=s (s=) choice which the college intends to fill, of the same or lower pay grades in classifications they are qualified to perform.

6) Employees who are placed in lower salary grades pursuant to this Article shall have their pay

reduced by no more than five percent (5.0%) per pay grade but in no case shall pay be reduced below minimum rate.

c) Recall of employees after a layoff shall be in reverse order of layoff to their previous classification or a lower classification in the same series. Laid off employees shall be eligible for recall for twelve (12) months. Any employee wishing to remain eligible for recall must keep the College advised of his or her current address.

#### ARTICLE XIV - SENIORITY

**Section 14.0** In determining seniority, an employee will be given credit for the time spent in continuous service as indicated on the employee's employment record and subject to the provisions of this Agreement.

**Section 14.1** Continuous service will be deemed broken and an employee loses all seniority rights if:

a) He or she voluntarily resigns;

b) He or she is discharged for cause;

c) He or she is absent for two (2) consecutive working days without notifying the campus supervisor unless he or she can prove it was physically impossible to notify the proper administrator;

d) He or she fails, while on layoff, to respond within three (3) working days after signing for the notice which the College has, by certified mail, sent him or her to his or her last address recalling him or her to work and to report to work at the time reasonably directed by the College, or upon return of the undelivered certified mail; or

e) He or she is not on the active payroll of the College in a position covered by this Agreement, for any reason, for a period exceeding twelve (12) calendar months.

**Section 14.2** Whenever a vacancy occurs in a position the College intends to fill, or when new positions are established which are part of the unit, a notice of such openings will be posted on designated bulletin boards stating the job title, description, qualifications, date of availability, and minimum pay.

**Section 14.3** The College may consider external candidates for any vacant position as well as internal candidates and may conduct internal and external searches simultaneously. If the qualifications and suitability of external and internal candidates are relatively equal, the College will select the most senior internal candidate.

**Section 14.4** A vacancy the employer intends to fill shall be filled within forty-five (45) working days.

#### ARTICLE XV - PERSONNEL FILES

**Section 15.0** Each college will maintain two (2) official files for each bargaining unit employee: 1) an initial hiring file and 2) a personnel file.

**Section 15.1 Hiring File.** There will be a separate initial hiring file which will contain only such materials requested by the college or supplied by the employee in connection with the employee's initial employment which is deemed confidential, e.g., reference/recommendations from previous employers. The initial hiring file which may be a sealed portion of the personnel file will be available only to designated individuals responsible for the review and recommendation of the employee with respect to appointment, reappointment or promotion.

**Section 15.2 Personnel File.** There will be a personnel file which may include, but not be limited to, the following:

a) General personnel information;

- b) Academic records;
- c) Personnel actions generated by the college;
- d) Memoranda of discussions with the employee relating to evaluations of the employee's performance; and
- e) Observation reports of the employee's performance by their immediate supervisor.

**Section 15.3** Support staff employees or a Union representative whom the employee has so designated in writing have the right to inspect the contents of their personnel file and employees have the right to insert a reasonable amount of material in accordance with procedures established by each college including statements of exceptions to any material in the 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. Materials which employees wish to have added to the personnel file will be forwarded to the appropriate supervisor. Employees at their expense may request copies of materials from their files.

**Section 15.4** Employees will be given a copy when material relating to negative performance or conduct is placed in the personnel file.

#### **ARTICLE XVI - GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 16.0** The grievance and arbitration procedure as set forth herein is designed only to provide a method to resolve differences involving the interpretation or application of this Agreement. Time limits provided herein are to be adhered to unless modifications are agreed to in writing by the parties to the grievance.

**Section 16.1** If requested, the employee will have the right to have a union representative participate in any step of the grievance and arbitration procedure.

**Section 16.2** A grievance is hereby jointly defined to be any claim by an aggrieved support staff employee regarding the interpretation or application of this Agreement.

**Section 16.3** In reducing a grievance to writing, the following information must be stated with reasonable clearness: The exact nature of the grievance, the act or acts of commission or omission, the dates of the act or acts, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

**Section 16.4** The administrative chain of command for processing grievances for support staff employees is first the employee's supervisor, then director, vice-president for administration and finance, and president. Final authority regarding employment matters rests with the campus President.

**Section 16.5** Management will reasonably cooperate in the investigation of all grievances by the Union. The right to review personnel files is subject to written authorization by the applicable employee.

**Section 16.6** A grievance initiated by an employee will be processed in the following manner:

a) **Step 1.** Any employee covered by this Agreement believing that he or she has a grievance will discuss the grievance with his or her immediate supervisor or the administrator who made the decision at issue in an attempt to settle the grievance.

b) **Step 2.** A grievance not settled in Step 1, which the grievant wishes to pursue further, may be filed in writing, within no more than fifteen (15) working days after the party aggrieved has knowledge or should have had knowledge of the facts giving rise to the grievance, on a form agreed to by the parties with the Director or appropriate administrative person in the next level higher in the chain of command in accordance with Sections

16.3 and 16.4 above. Response to the grievant, at this step, will be made in writing within ten (10) working days after filing of this appeal. If the grievance is with a Director, the grievant will discuss the matter with the appropriate Vice President.

If an answer is not received within ten (10) working days after filing of this appeal, the grievant may proceed to the next step, Step 3.

c) **Step 3.** Should Steps 1 and 2 fail to resolve the grievance and the grievant wishes to pursue the grievance, the grievant may appeal to the campus President, within ten (10) working days of the receipt of the response in Step 2, by filing the grievance and all prior responses with the campus President. The President may conduct a conference with the aggrieved party. If the grievance is not resolved, the President may at his or her discretion, within ten (10) working days, refer the matter to a support staff grievance committee to hear the grievance. The grievance committee, which will consist of two persons appointed by the campus president and two persons appointed by the Union, is authorized to hold a hearing to admit and consider evidence submitted by the parties to the grievance, and to submit its findings and recommendations to the campus President and the grievant within fifteen (15) working days after receipt of the grievance.

The grievance committee, if used by the President, will hold a hearing to admit, consider, and video or audio tape record evidence submitted by the parties in the form of documents or the testimony of witnesses. The aggrieved employee will have the right to attend all evidentiary proceedings of the committee, and to otherwise present any relevant argument or evidence in the aggrieved employee=s favor. If the Union does not represent the grievant, he or she may have the right to assistance by a non-advocate advisor or to legal counsel as a non-participatory advisor in a hearing before the grievance committee. The college will provide a written transcript of the proceedings. Any party who wishes to use a court reporter to take a verbatim transcript at the hearing may do so at its own expense. The grievance committee, following its own procedures, and in accordance with this Agreement, will submit a complete written transcript of the hearing, copies of all exhibits, and the committee=s findings and recommendations to the campus President and the grievant within fifteen (15) working days after receipt of the grievance and if such findings and recommendations are not received within fifteen (15) working days, the grievant may proceed to the next step in the grievance procedure.

Within ten (10) working days of receipt of the grievance along with all applicable responses, or within ten (10) working days of receipt of the recommendation from the grievance committee, the President will render a written decision. If the President rejects the report of the grievance committee, the President will state his or her reasons for doing so, in writing to the committee and provide an opportunity for response from both parties before the grievance can move to the next step. If such findings and recommendations are not submitted within that time, or if the grievance is not satisfied, then the grievant may proceed to the next step within ten (10) working days.

d) **Step 4.** Should all prior steps fail to resolve the grievance, and the grievant wishes to pursue the grievance further, the grievant may appeal to the Board within thirty (30) working days of the receipt of the response in Step 3, by filing the grievance and all prior responses with the Executive Director of the Board.

In filing the grievance with the Board, the Board will only consider whether procedural fairness was offered. In so doing, the Board will, within its normal order of business, decide whether or not to hear the grievance and notify the grievant of its decision.

If the grievant is not satisfied with the decision made by the Board, the grievant may seek relief under applicable state and federal laws, or by mutual agreement through binding arbitration. The arbitrator will be selected by a process agreed to by the parties.

## ARTICLE XVII - WAGES

**Section 17.0** For the 1999-00 fiscal year, each unit member will receive a three and one-quarter percent (3.25%) increase above his or her 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 17.1** For the 2000-01 fiscal year, each unit member will receive a three and one-half percent (3.50%) increase above his or her 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 17.2** Employees who are promoted or move to a higher salary grade position in the same classification series will be compensated at the minimum rate of the higher grade plus one-half percent (0.5%) for each full year of full-time service in the series at the campus.

Employees who are promoted or move to another classification series will be compensated at the minimum rate of the new salary grade.

Employees who are demoted or move to a lower salary grade position in the same classification series will be paid at the minimum rate of the lower grade plus one-half percent (0.5%) for each full year of full-time service in the series at the campus.

Employees who are demoted or move to another classification series will be compensated at the minimum rate of the new salary grade.

Employees who transfer laterally within the same salary grade shall not receive any reduction in pay.

**Section 17.3** Hire and maximum rates for each pay grade will be adjusted upward by two percent (2.0%) for each year of this Agreement.

#### **ARTICLE XVIII - INSURANCE BENEFITS**

**Section 18.0** The Board agrees to make available to all employees covered by this Agreement the same level of group medical, dental, life and disability insurance coverages currently being provided. If costs of coverages should increase during the second year of this agreement, the Board and NAPE agree to continue the same arrangement for sharing costs. Nothing within this Agreement, however, shall prohibit the Board from considering other insurance carriers. Prior to putting any insurance contract out for bids to insurance companies, the Board shall meet and confer with NAPE in regard to specifications of such contracts.

**Section 18.1** A zero-dollar deductible Blue Preferred medical plan will be offered which requires the employee to satisfy a calendar year co-insurance amount after which all other eligible medical claims will be covered for the remainder of the calendar year up to a lifetime maximum of \$5 million for each covered person. The Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the Blue Preferred individual medical plan for the term of this Agreement, with the employee responsible for the remainder amount of the cost of coverage. For those employees who opt for coverage under a family medical plan, the Board will contribute toward either family plan a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the Blue Preferred family medical plan for the term of this Agreement, with the employee responsible for the remainder amount of the cost of coverage.

**Section 18.2** A dental plan will be provided which covers eighty percent (80%) 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 Board will contribute eighty-five percent (85%) toward the cost of single dental coverage. For those employees opting for family dental coverage, the Board will contribute seventy-five percent (75%) toward the cost of family dental coverage. An employee must be enrolled in the group medical plan to be eligible for dental plan coverage.

**Section 18.3** For those employees who have medical coverage provided by a spouse and who elect not to participate in the individual medical and dental plan provided by the Board, a monthly credit of seventy-five dollars (\$75.00) 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 such as supplemental life insurance, disability insurance, or a supplemental retirement annuity account.

**Section 18.4** A life insurance plan offering group term life insurance coverage in the amount of twenty-thousand dollars (\$20,000) will be provided at the Board=s expense with the employee permitted to supplement the basic coverage with either a ten-thousand dollar (\$10,000) or twenty-thousand dollar (\$20,000) policy addition at the employee=s expense. Employee may also purchase a two-thousand dollar (\$2,000) dependent life policy at the employee=s expense.

**Section 18.5** 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 days (90) of continuous disability as defined by the insurance carrier. The Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

#### **ARTICLE XIX - TUITION PROGRAMS**

**Section 19.0** A fifty percent (50%) tuition remission will be available for immediate family (spouse and dependent children) members of support staff employees who enroll at a Nebraska State College on a space available basis. This tuition remission program is not available for correspondence courses.

**Section 19.1** All full-time employees will be eligible to enroll for credit in course offerings which relate to their employment responsibilities at any of the State Colleges for a fee of \$1.00 per course. Enrollment under this provision will be limited to one course per fall, spring, or summer term. Approval for enrollment in the courses under these provisions must be granted by the President or his designee. The application for the waiver should contain a degree plan or a statement which details the relevance of the course or courses to the employee's job responsibilities. Any mandatory or applicable fees which are charged with the course enrollment must be paid for by the unit member. Such approval is subject to the following regulations:

- a) Employees 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 employees on leave of absence.
- c) This tuition waiver is not available to employees whose anticipated employment period is less than six months, regardless of FTE employment status.
- d) The granting of the waiver is subject to openings in the specific class in which the employee intends to enroll. If the withdrawal of this privilege is necessitated by a lack of college funds for such programs, such withdrawal will apply to all classes of employees on a College-wide basis and timely notice of this action will be provided to all employees.
- e) Normally, employees taking advantage of this tuition waiver will enroll in classes held during non-working hours.
- f) If the course is not scheduled during non-working hours, the employee's hours may be arranged, with appropriate approvals, to accommodate enrollment.
- g) In the event an employee is both a full-time employee and a spouse of a full-time employee, and intends to enroll in more than one course per term for the purpose of professional development, said spousal employee will be eligible for the tuition waiver for only one course per term. Subsequent courses taken during the term in question will not be eligible for a 50% tuition remission as outlined in the provisions of Section 19.0 of this Article.

#### **ARTICLE XX - LEAVE PROVISIONS**

##### **Section 20.0 Sick Leave**

a) All regular, full-time support staff employees hired after July 1, 1993 will be entitled to sick leave with full pay computed at the rate of eight work hours per month for each calendar month of consecutive service, not to exceed one-thousand four hundred and forty (1,440) hours [or one-hundred and eighty (180) days] maximum accumulation of unused sick leave. Proof of illness may be required by college authorities.

1st year of employment and thereafter	12 days/year or 96 hours/year
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Maximum Accumulation 180 days or 1440 hours

Support staff employees hired prior to July 1, 1993 shall accrue twelve (12) days annual sick leave each year of continuous employment during the first five (5) years of service. Additional sick leave days will accrue according to the following schedule:

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

Maximum Accumulation 180 days or 1440 hours

b) Sick pay is available with the realization that an employee may become ill or injured through

no fault of his or her own to the extent of being unable to work. Sick leave may be taken for absences made necessary by reason of illness, injury, or disability, including temporary illnesses covered by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, by exposure to dangerous disease which may endanger the employee or public health, or by illness in the immediate family making it necessary that the employee be absent from his or her duties. The term "immediate family" as used in this section will be defined to include the spouse, parents, grandparents, children, stepchildren, grandchildren, wards, brothers, and sisters, or persons bearing the same relationship to the employee=s spouse. It is not intended as any earned time off with pay, and will not be granted as such. Employees will not be compensated for unused sick leave upon termination of their employment.

c) The sick leave account of each employee will be balanced as of December 31 each year.

d) An employee who separates (other than for disciplinary reasons) from employment with the College and returns to College employment within one year from the date of termination shall have their service for sick leave computed by combining prior continuous service with current continuous service disregarding such period of absence and shall have reinstated to their sick leave account all earned sick leave not used at the time of departure.

e) An employee who returns to College employment after one year or longer or who retired or voluntarily separated in lieu of retirement shall be considered a new employee (i.e., a ANew hire@) for the purpose of sick leave entitlement.

f) All sick leave will expire on the date of separation and no employee will be reimbursed for sick leave outstanding at the time of termination, except in the case of retirement or death.

g) Each unit member who is eligible for retirement in the State College System will, upon termination of employment with the college by reason of retirement, be entitled to a one-time payment of one-fourth of their accumulated unused sick leave, with the rate of payment based upon their regular pay at the time of retirement. Upon the death of an employee his or her beneficiary will be paid one-fourth of his or her accumulated unused sick leave, with the rate of payment based upon the employee=s regular pay at the date of death.

h) A bargaining unit employee who is transferred within the State College System will have his or her accrued sick leave transferred to the receiving College.

**Section 20.1 Vacation Leave**

a) Support staff employees hired after July 1, 1993 shall, during his or her first and second year of employment, accrue vacation leave at the rate of eight (8) hours for each month of full-time service completed. Employees who complete two years of continuous employment will be entitled to one hundred and four (104) hours of vacation leave during their third year of employment and will thereafter be entitled to eight additional hours of vacation leave with full pay for each additional year of continuous college employment up to a maximum of one hundred and sixty (160) hours of vacation leave a year. The following illustrates the schedule for vacation accrual:

1 and 2 years of continuous employment	12 days
3rd year of continuous employment	13 days
4th year of continuous employment	14 days
5th year of continuous employment	15 days
6th year of continuous employment	16 days
7th year of continuous employment	17 days
8th year of continuous employment	18 days

9th year of continuous employment	19 days
10th year of continuous employment	20 days
and thereafter	20 days

Maximum Accumulation 20 days or 160 hours

Support staff employees hired prior to July 1, 1993 shall accrue twelve (12) days annual vacation leave each year of continuous employment during the first five (5) years of service. Additional vacation days will accrue according to the following schedule.

1-5 years of continuous employment	12 days/year of 96 hours/year
6th year of continuous employment	15 days/year or 120 hours/year
7th year of continuous employment	16 days/year or 128 hours/year
8th year of continuous employment	17 days/year or 136 hours/year
9th year of continuous employment	18 days/year or 144 hours/year
10th year of continuous employment	19 days/year or 152 hours/year
11th year of continuous employment	20 days/year or 160 hours/year
12th year of continuous employment	21 days/year or 168 hours/year
13th year of continuous employment	22 days/year or 176 hours/year
14th year of continuous employment	23 days/year or 184 hours/year
15th year of continuous employment	24 days/year or 192 hours/year
16th year of continuous employment	25 days/year or 200 hours/year
and thereafter	25 days/year or 200 hours/year

Maximum Accumulation 25 days/year or 200 hours/year

b) The vacation leave account of each employee will be balanced as of December 31 each year. Each employee will be entitled to have accumulated as of December of each calendar year the number of hours of vacation leave which he or she earned during that calendar year. Hours of vacation leave accumulated in excess of that number will be lost. Any employee will be entitled to use any vacation time as soon as it has accrued. Any vacation time not used within one year following the calendar year in which that vacation time accrued, will be lost. In special and meritorious cases, where to limit the annual leave to the period therein specified would work a peculiar hardship, such leave may be extended to a date no later than April 30 at the discretion of the campus President.

c) An employee who has terminated his or her employment with a State College for any reason other than disciplinary and who returns to college employment within one year from the date of

termination will have his or her service for vacation leave accrual computed by combining prior continuous service with current continuous disregarding the period of absence.

d) Each unit member, upon retirement, dismissal or voluntary separation from college employment, will be paid for unused accumulated vacation leave. Upon the death of an employee, his or her beneficiary will be paid for his or her unused accumulated vacation leave.

e) Approval of employee requests with reasonable and adequate notice for consecutive days of accumulated vacation leave will be subject to the needs of the College and will not be unreasonably denied.

f) An employee who is transferred within the State College System will have his or her accrued vacation leave transferred to the receiving college.

### **Section 20.2 Family and Medical Leave**

a) Employees with one (1) year service and who have worked at least 1,250 hours during the previous twelve (12) month period will be entitled to take up to twelve (12) weeks of unpaid family leave during any twelve months period for a variety of reasons related to family and medical care. Eligible employees, male or female, may use family and medical leave:

1) for the birth of a child, or the placement of a child with the employee for adoption or for foster care;

2) to care for a wife, husband, child, parents, grandparents or persons bearing the same relationship to the employee=s spouse with a serious health condition; or

3) for the employee=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 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 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 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 consecutive days if untreated, e.g., cancer (chemotherapy), kidney disease (dialysis).

c) "Children" shall mean a biological, adopted or foster child, a stepchild, a legal ward, or child of a person standing in loco parentis.

d) Sick leave or vacation leave may be used at the election of the employee during family and medical leave. Although employees may retain accrued, unused vacation and sick leave, such leave shall not accrue while on family and medical leave.

e) Requests for family and medical leave must be in writing, must include the reason for the request and the anticipated time period, and must be approved through the appropriate campus process for leave. Appropriate certification or documentation may be required by the State College.

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

g) The Board agrees to continue to pay its portion of health, and life insurance premiums during the term of any family leave. In the event both parents are eligible under this policy, only one parent may elect to take family leave.

### **Section 20.3 Funeral Leave**

At the discretion of the immediate supervisor and upon the approval of the campus President up to five (5) days of funeral leave may be granted to employees for death in the immediate family. Immediate family as used in this section shall mean spouse, father, mother, grandfather, grandmother, sister, brother, child, stepchild, grandchild, a spouse of any of these, or someone who bears a similar relationship to the spouse of the employee. For persons not of the immediate family, up to one (1) day of funeral leave a year may be granted. No employee shall be unreasonably denied the use of vacation leave when such additional time is required to settle personal matters related to a death in the immediate family.

### **Section 20.4 Inclement Weather/Campus Closure Leave**

During periods when inclement weather causes classes on a campus to be canceled, all employees, other than those required to report to work to provide emergency or other essential services, will be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the employee's supervisor. Time spent on Inclement Weather Leave will be charged against the employee's vacation leave balance. When the campus President declares the entire campus closed unit member=s absences will not be charged against leave balances. Employees required to report to work to provide emergency or other essential services as determined by the College will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and the employee.

### **Section 20.5 Injury Leave/Workers= Compensation**

Employees who are unable to work as a result of a job-related injury or disease shall be granted injury leave with pay while incapacitated for not more than five (5) of the employees normal working shifts for any particular injury. Certification or documentation of the injury or disease will be required. Such leave is not to be charged against accumulated vacation or sick leave. For details of Workers' Compensation benefits, employees are to inquire at the appropriate campus office responsible for such matters.

### **Section 20.6 Jury Duty/Witness Leave**

Absence with pay will be granted an employee for jury service during the actual period of service, and the employee will retain fees paid him or her as a juror; provided that the employee calls his or her supervisor to determine whether he or she should report for work upon being released from jury duty on any day prior to the end of his or her regular shift. Absence with pay may be granted for an employee who is subpoenaed as a witness during the actual period of such service; provided that the absence is limited to that period the employee is actually compelled to be present at court, having made reasonable efforts to arrange with the subpoenaing party that the attendance would be so limited. Compensation as provided herein, in excess of that required by state law, will be further conditioned upon the requirement that the employee, upon being served a summons that his or her name has been drawn as a juror or upon being served a subpoena to appear as a witness, promptly advise the College President, or his or her designee, in writing, stating the time, place and name of the court to which he or she is to attend.

**Section 20.7 Military Leave**

Military leaves of absence will be granted to all employees as may be provided by state law (Section 55-160, 55-161, RRS Nebraska Reissue 1988), or by federal regulation.

**Section 20.8 Personal Leave**

Any employee who is required to be absent on a personal matter will have time charged to available vacation days.

**Section 20.9 Catastrophic Illness Donation**

The provisions of this section are non-grievable. Employees may contribute accrued vacation leave to benefit another State College employee on the same campus or in the System Office who is suffering from a catastrophic illness. Vacation leave may be donated in no less than one (1) day increments. Vacation leave donated to another State College employee pursuant to this Agreement will be irrevocably credited to the recipient's sick leave account on an as needed basis. Catastrophic leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident. The procedures for requesting and administering such leave is as follows:

- a) Employees should make a request to participate in the process; however, each State College should ensure that the employee is knowledgeable about the eligibility criteria. Employees eligible for long-term disability benefits may have no need for donated leave.
- b) Donations are to be made via a written memorandum/donation form developed for the System which identifies the specific amount of time donated and the name of the recipient.
- c) Though donors may wish to remain anonymous and are not obligated to donate leave, if requested, the identity of the donor is available under the public records= statutes and must be provided upon written request.
- d) Leave donations cannot be used retroactively for previous unpaid absence. Catastrophic illness donations are to be limited to future use only.
- e) If the donated leave remains unused, the leave is irrevocably credited to the recipient's sick leave account for future use, or pay out if eligible.
- f) If the recipient retires and is a member of the State College support staff personnel classification, the recipient will be paid for one-quarter of his or her sick leave balance, if any.
- g) If the recipient should die, the recipient's family will be paid for one-quarter of the deceased's sick leave balance, if any.
- h) Only employees eligible to accumulate sick leave are eligible for catastrophic illness donations.
- i) An employee must have had an absence of at least one (1) continuous month during the prior six (6) months to qualify for catastrophic illness donations.
- j) A Whole day @ will be defined as eight (8) hours for full-time employees.
- k) Donated leave does not change long-term disability dates, but benefit amounts may be reduced by the amount of donated leave.

l) For employees on workers= compensation, leave may be used to supplement the two-thirds (2/3) workers= compensation payment.

m) Employees donating vacation leave would incur no tax liability. Employees receiving donated leave would incur a tax liability at the time the leave was actually paid. The leave then becomes wages for employment tax purposes.

#### **ARTICLE XXI - USE OF FACILITIES AND SERVICES**

**Section 21.0** Duly authorized representatives of the Union will be permitted to transact official Union business on college property at reasonable times, provided that such business will not interfere with or interrupt normal college operations or the responsibilities of support staff or any other employees.

**Section 21.1** The Union and its duly authorized representatives will have access to use of printing, duplicating, and addressing subject to the then current use and fee requirements as applicable to other non-college related organizations.

**Section 21.2** The Union will have access to campus bulletin boards used for employee information for the purpose of posting notices of union meetings and will be responsible for removal of all such Union notices. General distribution of Union materials on State College campuses 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.

#### **ARTICLE XXII - UNION ACTIVITIES**

**Section 22.0** It is specifically agreed that the Union will provide the Executive Director of the Board and each campus President with the names of the members of the Union negotiating team. Likewise, the Executive Director of the Board will provide the Union President with the names of the Board negotiating team prior to the commencement of negotiations.

**Section 22.1** Employees designated to serve on the Union negotiation=s team and participate in bargaining sessions will be granted leaves of absence without loss of salary to participate only in actual negotiation sessions with the Board. This shall encompass necessary travel time to and from bargaining and negotiation caucuses at a formal bargaining session occurring during a normal work shift. Campus administrations must be informed of and approve such leaves through the usual leave practices or procedures. Such leaves shall not be unreasonably denied.

**Section 22.2** The Board recognizes the right of the Union to designate job stewards. The authority of stewards so designated will be limited to, and will not exceed, the investigation, preparation, and presentation of grievances in accordance with this Agreement and the transmission of messages and information on behalf of the Union to and from the Board and to and from employees covered by this agreement. To the extent possible, all meetings relative to grievances shall be scheduled during or contiguous to the grievant=s normal working hours. Employees may discuss their individual grievances and complaints with stewards for reasonable amounts of time during their regular work shift without loss of pay, providing that the supervisor has authorized the absence. The employee shall notify that supervisor upon return to work. Approval may not be unreasonably denied.

**Section 22.3** The Union may hold meetings whether for the purposes of organization, solicitation of membership, or otherwise, in College facilities during non-working hours provided that such meetings will be held in such a manner, and at such times as not to interfere with the regularly scheduled working hours or classroom schedule of the College or its employees. For the purpose of this meetings rule only, non-working hours will mean the normal lunch period and those hours between 5:00 p.m. in the afternoon and 8:00 a.m. in the morning during weekdays, and the hours from 8:00 a.m. Saturday to 8:00 a.m. on the following Monday for weekends.

**Section 22.4** The Executive Director of the Board will, at the time of the distribution of the normal meeting call of open meetings of the Board, provide the Union with a copy of the agenda and briefing notes which are distributed publicly for each meeting as available.

**Section 22.5** It is specifically agreed that the Executive Director of the Board will make available to the Union President an official copy of the official minutes of each meeting of the Board.

**Section 22.6** Upon request by the Union, the College will provide the following bargaining unit information: employee names, addresses, class titles, class codes, college, pay grades, annualized wage rates, and hiring date of each employee.

### ARTICLE XXIII - PAYROLL DEDUCTIONS

**Section 23.0** The Board agrees that upon receipt of a voluntary written individual authorization order form from any of its employees, a form to be provided by the Union, the Employer will deduct from the pay due such employees those dues required as the employee=s membership dues in the Union.

**Section 23.1** Such order will be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the college. Deductions will be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance, life insurance, and long-term disability insurance. Deductions will be in such amounts as will be certified to the Employer in writing by the authorized representative of the Union and will be deducted from the next paycheck if submitted to the college payroll office by the 10th of the month or from the next month=s paycheck if submitted after the 10th of the month.

**Section 23.2** Upon receipt of a list of employees for whom dues deductions are to stop, certified to the Employer in writing by an authorized representative of the Union, the Employer will discontinue the automatic payroll dues deductions from such employees.

**Section 23.3** No other employee labor organization will be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

**Section 23.4** If dues are deducted and remitted in accordance with the procedure specified in Sections 23.0 through 23.3 above, the Union will be solely responsible in the event of any claims that the deductions and/or remissions were improper. The Union will indemnify and hold the Employer harmless from any claims arising out of a deduction made in accordance with provisions of this article.

### ARTICLE XXIV - BOARD POLICY

**Section 24.0** This Agreement will supersede any rules, regulations or practices of the Board which will be specifically contrary to or inconsistent with the terms of this Agreement.

**Section 24.1** Any current Board policy concerning the terms and conditions of employment expressly stated in this Agreement may not be eliminated or modified in any way during the term of this contract without mutual agreement between the Board and the Union. In the event the Board proposes to eliminate or modify any policy concerning Union terms and conditions of employment other than the expressed terms of this Agreement, the Executive Director will submit to the Union Executive Director or designee between the first and second rounds of Board approval, a copy of the proposed changes. Any response or concern for any proposed changes on the part of the Union will be communicated in writing to the Executive Director as soon as possible, but not later than fourteen (14) calendar days prior to the next Board meeting.

**Section 24.2** All management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Board and the individual campus administrations and remain

exclusively within the rights of the Board and the individual campus administrations.

**ARTICLE XXV - MISCELLANEOUS**

**Section 25.0** The use of Ahe@ or Ahis@ in this Agreement shall be considered gender-neutral and shall apply to both male and female support staff members.

**Section 25.1** The Union shall appoint the support staff member(s) of the campus Safety Committee. The parties to this Agreement will comply with all applicable state and federal laws relating to safe working conditions. Whenever a support staff employee becomes aware of a condition which the employee feels is a violation of an institutional safety or health rule or regulation, the employee will report such conditions to an appropriate administrator who will promptly investigate such condition.

Protective devices and first aid equipment will be provided to support staff employees who practice in a hazardous institutional environment and the employee will be responsible for the proper use of such devices.

**ARTICLE XXVI - DURATION AND LIMITATIONS OF THIS AGREEMENT**

**Section 26.0** This instrument constitutes the entire contract between the parties hereto and the Board, the Union and the unit members will abide by it.

**Section 26.1 Governing Law; Severability**

This Contract shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. If any portion of this Contract 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 26.2** This Agreement shall become effective on the first (1st) day of July 1999, and shall continue in full force and effect until the thirtieth (30th) day of June 2001.

Dated this 15th day of January, 1999

BOARD OF TRUSTEES FOR  
NEBRASKA STATE COLLEGES

By /s/L.H. ARick@ Kolkman, Board  
Chair

By /s/Carrol Krause, Executive  
Director

NEBRASKA ASSOCIATION OF  
PUBLIC EMPLOYEES

By /s/Don Cassidy,  
NAPE/AFSCME

By /s/Gene Rosane, Team  
Member

By /s/Gene Peters, Team Member

By /s/Malinda Edris, Team  
Member

By /s/Bob Hines, Team Member

By /s/Tom Schmitz, Team Member

By /s/Sue Denklau, Team Member