

NEGOTIATED AGREEMENT
BY AND BETWEEN
THE BOARD OF GOVERNORS OF THE
NORTHEAST COMMUNITY COLLEGE AREA
AND THE
THE FACULTY ASSOCIATION OF NORTHEAST COMMUNITY COLLEGE
FOR THE
2008 - 2009
CONTRACT YEAR

THIS NEGOTIATED AGREEMENT (the “Agreement”) is made and entered into this 9th day of October, 2008 by and between the Board of Governors of the Northeast Community College Area (the “Board”) and the Faculty Association of Northeast Community College (the “Association”).

WHEREAS, the Board and the Association have undertaken to negotiate in good faith with respect to mandatorily bargainable terms and conditions of employment affecting those employees who are included within the Bargaining Unit, as hereinafter defined, which is represented by the Association;

WHEREAS, the parties desire to have the agreements reached during the course of their negotiations reduced to writing;

NOW, THEREFORE, the Board and the Association agree as follows:

Article I
Definitions

1.1 Definitions. Except as is otherwise expressly provided herein, the following terms as used in this Agreement shall have the following meanings:

1.1.1 “Administration, Administrator, Administrators” shall mean the individuals who are charged with the operation and management of the College, as hereinafter defined, and its academic enterprise, and its individual administrators, including without limitation, individuals holding the title of Dean, Vice President, General Counsel and Vice President, and President.

1.1.2 “Bargaining Unit” shall mean all full-time teaching employees of Northeast Community College, whose primary responsibilities are:

- a. The organization and management of the classroom or physical area in which the learning experience of students takes place;
- b. The assessment and diagnosis of individual educational needs of students;
- c. The planning, selecting, organizing, prescribing and directing of the learning experiences of students;
- d. The planning of teaching strategies and selection of available materials and equipment to be used; and
- e. The evaluating and reporting of student progress, excluding part-time and temporary employees and administrators.

1.1.3 “Bargaining Unit members” shall mean all full-time members of the faculty who are employed by the College on one hundred seventy five (175) day or equivalent Individual Contracts of Employment, as hereinafter defined, (exclusive of extended contracts and summer school assignments) and who have a base teaching load and/or equivalent work assignment during the course of a Contract Year, as hereafter defined, of fifteen (15) credit hours or twenty five (25) contact hours per week per semester; except for adjunct faculty, faculty whose

compensation is funded in whole or in part by grants or third party agreements, and individuals who are classified as Administration or Professional/Managerial employees, including, without limitation, employees holding the title of Dean, Vice President, General Counsel and Vice President, or President, all of which are expressly excluded.

1.1.4 “Base Salary” shall mean the aggregate amount of salary that is received by a Member with respect to a Contract Year as compensation for instructional services rendered pursuant to such Member’s Individual Contract of Employment excluding: (i) bonuses, stipends or other benefits or remuneration of any kind; and (ii) amounts received with respect to extended contracts and/or summer school assignments.

1.1.5 “College” depending on the context in which the term is used, shall mean the political subdivision known as Northeast Community College Area, as well as its Board of Governors who govern the College, and its Administrators who are responsible for the everyday administration of the College.

1.1.6 “Contract Year” shall mean the three hundred and sixty five day period that commences on the day on which Members first report for work for an academic year and ends as of the close of business on the immediately preceding day of the next following calendar year. For 2007-08, the Contract Year shall mean the three hundred and sixty five day period commencing on August 13, 2008 and ending on August 12, 2009.

1.1.6.1 Close of the contract period as identified in State Statute 85-1528 shall be the date of spring graduation.

1.1.7 “Human Resources Office” shall mean the human resources office maintained by the College in connection with the operation of the College.

1.1.8 “Human Resources Director” shall mean the General Counsel and Vice President of Human Resources.

1.1.9 “Individual Contract of Employment” shall mean the individual Letters of Appointment which are issued to each Member by the Administration and signed and returned by the Member prior to the commencement of each Contract Year.

1.1.10 “Member” shall mean an individual who is included in the Bargaining Unit.

1.1.11 “College Policies and Procedures” shall mean the Policies and Procedures of the Northeast Community College Area as the same now exist or may from time to time hereinafter be revised, amended or supplemented by the Board, in its sole discretion.

1.1.12 “New-hire Probationary Employee” shall mean a Member whose Individual Contract of Employment was executed after September 9, 1993 and who has not completed two full Contract Years of full-time employment with the College.

Article II
Recognition and Use of Facilities

- 2.1 Recognition. For and during the Term of this Agreement, the Board recognizes the Association as the exclusive bargaining agent for the Members.
- 2.2 Facilities. Duly authorized representatives of the Association shall be permitted to transact office Association business on College property at reasonable times, provided that such business shall not interfere with or interrupt normal college operations or the responsibilities of faculty members.
- 2.3 Services. The Association shall have access to the use of printing, duplicating, addressing and other campus services subject to the then current use and fee requirements.

Article III
Term

- 3.1 Term. This Agreement shall be for a term of one (1) Contract Year (the "Term"), commencing on August 13, 2008, and ending as of the close of business on August 12, 2009, at which time this Agreement shall terminate and be of no further force or effect whatsoever as between the parties hereto; provided, however that if a new Negotiated Agreement between the parties has not been agreed to by the parties hereto for the subsequent Contract Year(s), this Agreement shall remain in full force and effect until either superseded by a new Negotiated Agreement or terminated by mutual agreement of the parties.

Article IV
Compensation

- 4.1 Base Salary Increases for Continuing Faculty. Subject to Sections 4.2 and 4.4, the Base Salary of each eligible Member who was employed as a full time member of the faculty during the immediately preceding Contract Year and who continues to be employed as a full time faculty member on August 13, 2008 shall be increased by three and 4/100 percent (3.04%) plus One Thousand Five Hundred Dollars (\$1,500.00), effective as of August 13, 2008.
- 4.2 Eligibility for Base Salary Increase. A Member who is on employment probation or suspension as of the first day of any Contract Year shall not be eligible to receive a Base Salary Increase for the Contract Year in question, except as subsequently provided herein. The Base Salary of any Member who is subject to employment probation or suspension as of the first day of any Contract Year shall not be increased for such Contract Year unless and until such employment probation is successfully completed or the suspension is lifted. In either event, the Base Salary increase would be retroactively applied and either paid to the Member in a lump sum to date or prorated monthly for the remainder of the Contract Year.
- 4.3 Job Upgrade Rates. The Base Salary increase for approved job upgrade activities that are satisfactorily completed shall be as follows:

Bachelors level course work and below	175.00 per 3 credit hours *
Masters level course work and above	\$195.00 per 3 credit hours *

(* Courses must be from an accredited college or university with a grade of “C” or above as verified on an original grade sheet or official transcript)

The following activities are the equivalent of 3 credit hours:

Work Experience	120 hours verified by a performance rating of “average” or better as evidenced by a written evaluation from the Employer; provided, for each 480 hours of work experience, three (3) college credit hours of job related course work must be earned before additional work experience will be eligible. Work experience hours shall be accumulated in a minimum of 40-hour blocks
Seminars and Conferences	60 contact hours verified by a certificate of completion stating contact hours of participation
Continuing Education Units	60 units verified by a certificate of completion from the provider stating the number of CEU’s
Professional Certification and/or license	equivalency of 60 contact hours verified by a copy of official license/certificate from licensing or certifying entity

The above activities may be combined in order to meet the minimum hours for job upgrading as follows: Twenty (20) seminar or conference hours, twenty (20) continuing education units or forty (40) work experience hours are equal to one (1) college credit hour.

4.4 Maximum Faculty Salary. Except as otherwise provided in Article IV, under no circumstances shall the Base Salary of any Member exceed a maximum of _____ Dollars (\$ _____) for any Contract Year occurring during the Term of this Agreement. **NOTE:** This paragraph will not be completed or filled in for the 2008-09 contract year and will be discussed as part of the parties’ agreed on study during 2008-09 for subsequent years.

4.5 Overload Compensation. Members who are entitled to receive overload pay shall be compensated for overload at the rate of \$570.00 per credit hour or its equivalent.

4.6 Summer School Compensation. Members who are assigned to teach summer school during the Term of this Agreement shall be compensated at the rate of \$670.00 per credit hour or its equivalent.

4.7 Method of Payment. The Base Salary due and owing to any Member with respect to any Contract Year shall, subject to authorized deductions and applicable withholding, shall be paid in twelve (12) equal monthly installments commencing in September of such Contract Year and ending in August of the following year.

4.8 Total Compensation. Total compensation shall include base salary, benefit dollars as referenced in Article V, Section 5.1, the cost of employer provided life insurance and disability insurance, the cost the employer share of FICA and the employer match of the retirement plan referenced in Article VI, Section 6.1. The total compensation under this Agreement shall be an increase of 7.6% over the total compensation as defined above for the 2007-2008 contract year.

4.9 Travel Time Stipend. Members teaching off-campus courses as an overload will be allowed a travel time stipend of \$.20/mile (round trip). Travel time stipends shall be paid at the completion of the course.

4.10 Interactive Distance Learning Stipend. Distance Learning stipends will be paid in accordance with the provisions of Appendix B for 2008-09. This paragraph will be discussed as part of the parties' agreed on study during 2008-09 for subsequent years.

4.11 On-line Instruction Compensation. On-line training and instruction compensation will be paid in accordance with the provisions of Appendix B for 2008-09. This paragraph will be discussed as part of the parties' agreed on study during 2008-09 for subsequent years.

Article V Insurance and Benefit Dollars

5.1 Benefit Dollars. The College shall provide each eligible Member Fourteen Thousand Seven Hundred Fifty-one and 96/100 Dollars (\$14,751.96) in benefit dollars for the 2008-09 contract year. These benefit dollars shall first be used in the selection of health insurance coverage. Each member shall have the option of selecting single coverage, single with children coverage, husband and wife coverage, family coverage or no coverage in the event the Member is covered by a spouse's health insurance plan and can show proof of the coverage. Any remaining benefit dollars after making the health insurance selection can be used as follows:

5.1.1.1 Cafeteria Plan (125 plan) options

5.1.2 Teachers Insurance and Annuity Association/College Retirement Equitable Fund – SRA's

5.1.3 Compensation (less the employer's share of FICA)

5.2 Health Insurance. During the Term of this Agreement, the College shall make a group health insurance plan available to Members. Said plan shall be the Blue Preferred \$300 Deductible Plan or such other plan providing substantially equivalent benefits as the College may from time to time select in its sole discretion. Selection of specific coverage and payment of the cost of the coverage shall be in accordance with Section 5.1.

5.3 Life Insurance. During the Term of this Agreement, the College shall make a group life insurance plan available to eligible Members. Said plan shall provide a primary death benefit equal to one and three-fourths (1³/₄) times the Unit Member's Base Salary rounded up to the nearest \$1,000. During the Term of this Agreement, the College shall pay the cost of providing such life insurance coverage for each Member who is eligible for such coverage.

5.4 Disability Insurance. During the Term of this Agreement, the College shall make a group disability insurance plan available to eligible Members. Said plan shall provide for a disability benefit equal to approximately sixty percent (60%) of a Member's Base Salary, commencing on the first day of the month next following completion of three continuous months of disability (the elimination period). During the Term of this Agreement, the College shall pay the cost of providing such disability insurance coverage for each Member who is eligible for such coverage.

5.5 Limitation on the Board's Obligation to Provide Insured Benefits. Nothing in this agreement shall affect each Member's eligibility for, participation in and/or right to receive benefits from any group insurance plan maintained by the College pursuant to this Agreement shall in each case be subject to the express terms and conditions of each such plan and any applicable third party contracts, agreements or policies of insurance which may be applicable thereto. Further, and subject only to the express terms of this Agreement, the College reserves the right, in its sole discretion, to select all insurance companies, financial institutions and/or other third party administrators that may sponsor or administer any such plan and/or issue any policies of insurance that may be applicable thereto.

Article VI Retirement Plan

6.1 Qualified Retirement Plan. During the term of this Agreement, the College shall make a qualified defined contribution retirement plan (Internal Revenue Code §403b) available to eligible Members. Said plan shall be the Teachers Insurance and Annuity Association/ College Retirement Equitable Fund or such other plan providing substantially equivalent benefits as the College may from time to time select in its sole discretion. Each year during the Term of this Agreement, each Member who is eligible to participate in such plan shall contribute an amount of either 6%, 7% or 8% (as the Member may elect) of their gross salary to such plan through salary deduction and the College shall contribute a matching amount on behalf of each such participating Member, up to a maximum of 8% of gross salary.

6.2 Limitation on the College's Obligation to Provide Retirement Benefits. Nothing in this agreement shall affect each Member's eligibility for, participation in and/or right to receive benefits from any qualified retirement plan maintained by the College pursuant to this Agreement shall in each case be subject to the express terms and conditions of each such plan and any applicable third party contracts, agreements or policies of insurance which may be applicable thereto. Further, and subject only to the express terms of this Agreement, the College reserves the right, in its sole discretion, to select all insurance companies, financial institutions and/or other third party administrators that may sponsor or administer any such plan and/or issue any policies of insurance that may be applicable thereto.

Article VII
Leave

7.1 Sick/Disability Leave. Sick leave is categorized into two types of leaves: one for short-term sick leave and the second for long-term sick/disability leave. The short-term leave applies to personal illness, injury, pregnancy, childbirth or related medical conditions of the employee for which the length of absence per occurrence is 90 calendar days or less. Should the length of absence extend beyond 90 calendar days, the member's leave may then continue under the long-term sick/disability leave. The long-term sick/disability leave applies to personal illness, injury, pregnancy, childbirth or related medical conditions of the employee for which the length of absence per occurrence extends beyond 90 calendar days. Unauthorized or apparent abuse of sick leave may be grounds for disciplinary action.

7.1.1 Short-term sick leave: Short-term sick leave is paid leave. During the member's first year of employment at the College, each member will be provided eight (8) hours of leave for each month of actual service up to a maximum accumulation of ninety-six (96) hours. Any short-term sick leave requested by a member during the first year beyond the member's accumulation shall be without pay. The College reserves the right to request a qualified physician's statement verifying the illness or injury of the member. During a prolonged illness or temporary disability, the member shall submit at 14 calendar day intervals a physician's statement regarding the member's condition as it may affect the member's ability to return to work. The member is expected to return to work as soon as the member's physician has certified in writing that the member is able to return. Upon a recommendation of the immediate supervisor, Vice President of Educational Services, and the General Counsel and Vice President of Human Resources, the President may grant additional paid sick leave days in extreme situations. The College reserves the right to have the member examined by a physician of the College's own choosing and expense for the purpose of determining the member's ability to return to work. The College may withhold payment of salary for the days of absence if doctor's statements are not provided within two (2) weeks of such request. There is no compensation for sick leave unused at the end of the employment contract year or at the termination of employment.

7.1.2 Long-term sick/disability leave: Long-term sick/disability leave is without pay. The long term sick/disability leave applies to personal illness, injury, pregnancy, childbirth or related medical conditions of the member for which the length of absence per occurrence is greater than 90 calendar days. The first 90 calendar days of sick leave are covered by the short-term sick leave procedures. After using 90 calendar days of short-term sick leave for a single occurrence of illness, injury, pregnancy, childbirth or related medical condition, a member is covered by long-term sick/disability leave. The member may remain on long-term sick/disability leave for a maximum of twenty-four (24) months. At the expiration of twenty-one months, the College may take steps to commence termination proceedings in the event that the individual is not able to return to work because of a physical or mental disability. The College will continue to pay the member's health, disability and life insurance premiums for the lessor of twenty-four (24) months or until age 65 for members covered under the long-term sick/disability leave. A member must apply for temporary or permanent disability insurance benefits from the

College's carrier provided the disability is covered by the disability insurance policy. A member on long-term sick/disability leave shall provide a physician's statement verifying the member's illness or disability and the member's ability to return to work. Such statements must be submitted at least every thirty (30) calendar days to the Human Resources Office. Failure to submit a physician's statement will terminate the member's eligibility in the long-term sick/disability leave plan. The College reserves the right to have the member examined by a physician of the College's own choosing and expense for the purpose of determining the member's ability to return to work.

7.2 Personal Leave. Personal Leave is intended to provide paid time off for Members who are absent from work for business or personal reasons during periods of time when the Member would otherwise be scheduled to work pursuant to his/her Individual Contract of Employment. Each Member shall be entitled to Personal Leave each Contract Year, as follows:

<u>Years of Continuous Service</u>	<u>Personal Days</u>
0 - 5 years	1 day per contract year
Over 5 years	2 days per contract year

Requests for personal leave shall be made in advance by completing a Leave Request Form and must be approved by the immediate supervisor in accordance with all applicable administrative procedures. Prior to approval, satisfactory arrangements must be made for all missed classes and labs. Up to one unused personal day may be carried over to a subsequent year with a maximum accumulation of three (3) personal days in any one contract year. Further, upon termination, any unused Personal Leave shall be forfeited without any compensation therefore of any kind.

7.3 Adoption Leave. The purpose of Adoption Leave is to provide paid time off for Members who are absent from work as a result of becoming the primary caregiver of an adopted child during periods of time when the Member would otherwise be scheduled to work pursuant to his/her Individual Contract of Employment. Adoption Leave may be granted following the commencement of the parent-child relationship, as defined in Neb. Rev. Stat. §48-283 (Reissue 2004).

During a Member's first year of employment, each Member will be entitled to eight (8) hours of adoption leave for each month of actual service up to a maximum accumulation of ninety-six (96) hours. After the completion of one year of full-time employment, each Member will be entitled to up to 240 hours (six weeks) of paid Adoption Leave each Contract Leave. Any Adoption Leave requested by a Member during a Contract Year beyond the Member's accrued and unused Adoption Leave shall be without pay.

Adoption Leave must be requested by completing a Leave Request Form. These forms are available in the Human Resources Office.

Adoption Leave does not apply if the child being adopted is a special needs child over eighteen years of age, a child who is over the age of eight and is not a special needs child, a stepchild being adopted by his or her stepparent, a foster child being adopted by his or her foster parent, or a child who was originally under a voluntary placement for purposes other than adoption without

assistance from an attorney, physician, or other individual or agency which later results in a petition for adoption of the child by the person with whom the voluntary placement was made.

“Special needs child” means a child with mental retardation, hearing impairments including deafness, speech or language impairments, visual impairments including blindness, serious emotional disturbance or behavior disorders, orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities.

Unused Adoption Leave shall not accumulate from one Contract Year to the next. Further, upon termination of employment, any unused Adoption Leave shall be forfeited without any compensation therefore of any kind.

7.4 Military Leave. Military Leave will be granted for military duty in the Armed Forces of the United States in accordance with the provisions of State and Federal laws.

7.5 Jury/Court Leave. Leave of absence will be given for Members in order to fulfill jury/court obligations. No deduction will be made from the salary of a Member for required appearances in court, including jury duty, when the reason for such appearance is not personal to the Member. If the Member receives witness fees or jury duty fees, the Member’s pay shall be reduced accordingly, or at the option of the Member, an amount equal to the fees received may be remitted to the College and no subsequent pay reduction shall be made.

7.6 Emergency Leave. The purpose of Emergency Leave is to provide paid time off for Members who are absent from work due to emergency situations which are not covered by other leave policies during periods of time when the Member would otherwise be required to work pursuant to his/her Individual Contract of Employment.

7.6.1 Emergency leave may be granted with pay under the following conditions:

- A. Critical illness or death of an immediate family member. Immediate family is defined as mother, father, mother-in-law, father-in-law, spouse, children, brothers, and sisters of the Member.
- B. Critical illness or death of friends or relatives not covered by the term “immediate family,” but where a close personal relationship exists.
- C. Illness of children or spouse of Member which requires Member to be present. This would include illness of small children or doctors’ appointments of “immediate family” which requires the presence of the Member.
- D. Religious holidays or observances for sects to which the Member belongs that do not observe the Christian religious calendar.
- E. Absence because of an emergency matter or a significant event in the family of the Member, if the circumstances permit and if the matter or

event is judged as such by those whose approval is required. This may include birth or adoption of a child.

The maximum leave for item 7.6.1.A. shall be limited to three (3) days per incident and may be extended generally up to ten (10) days in justified situations. The maximum leave for items 7.6.1.B., 7.6.1.C., 7.6.1.D. and 7.6.1.E. shall be limited to three (3) days per Contract Year (collectively), except that a leave may be extended to five (5) days in rare situations. Upon a recommendation of the immediate supervisor, Vice President and General Counsel and Vice President of Human Resources, the President may grant additional emergency leave days in extreme situations. In these situations, each request will be reviewed on a case-by-case basis taking into consideration individual circumstances.

Emergency Leave must be requested by completing a Leave Request Form. These forms are available on the Human Resources Office. A Member must have the approval of his/her immediate supervisor(s) and the General Counsel and Vice President of Human Resources for leaves of three (3) days or less. For leaves exceeding three (3) days, the appropriate Vice President and the President must also approve the leave request. The Member requesting emergency leave should notify his/her immediate supervisor of the emergency and complete the Leave Request Form upon returning to campus if the form cannot be completed prior to the absence.

7.6.2 Emergency leave may be granted without pay under the following conditions:

- A. Unusual conditions (acts of God and/or natural disasters) over which the Member has no control and which requires his/her presence, for example, inability to report to work because of weather conditions.
- B. Emergency leave for situations identified in 7.6.2.A. above which exceeds the maximum days allowed. These situations may qualify for leave under the Family Medical Leave Act

A Member must have the approval of the immediate supervisor(s), the appropriate Vice President, the President and the General Counsel and Vice President of Human Resources for leaves identified in 7.6.2.A.

As an alternative to taking emergency leave without pay, a Member and his/her supervisor may agree to a plan which allows the Member to make up the time missed with such duties as assigned by the immediate supervisor. In such instances, the Member would not be required to take the leave without pay and the completion of a leave form would not be required. The Human Resources Office shall be forwarded a copy in memo form of any such plans which exceed eight hours of missed work.

Unused Emergency Leave shall not accumulate from one Contract Year to the next. Further, upon termination of employment any unused Emergency Leave will be forfeited without any compensation therefor of any kind.

7.7 Leave of Absence Without Pay. Leave of absence without pay may be granted upon approval of the immediate supervisor, appropriate vice president, and General Counsel and Vice President of Human Resource when it is possible to meet the needs of the College. Members on such leave do not accrue sick or annual leave and are not paid for legal holidays.

7.8 Family and Medical Leave. The College shall provide eligible Members with Family Medical Leave as required pursuant to the Family Medical Leave Act of 1993. Family Medical Leave will be granted in accordance with the provisions of Appendix A.

7.9 Leave of Absence for Professional Development. The College supports the concept of professional growth and development of eligible Members and may grant a Leave of Absence for Professional Development without pay.

Any full-time member may be given leave of absence without pay for the express purpose of vocational upgrading and/or advanced study.

The following guidelines will be used to determine leave of absence for professional development:

1. The applicant must have been employed by the College for three consecutive years and have worked full-time and/or been eligible for benefits during that period.
2. Arrangements for coverage of the applicant's work assignment (including a suitable replacement if needed) will be analyzed prior to approval by the applicant's supervisor. Approval for the leave will be based upon rationale and purpose
3. The normal deadline for completed and approved applications to be presented to the Human Resource Office will be April 1 for the following fiscal year for presentation to the Board of Governors. The General Counsel and Vice President of Human Resources will present the application to the Board of Governors through the President. Exceptions to the normal deadline will be at the discretion of the President.
4. The length of leave may not exceed one year.
5. No more than two percent of college staff may be gone for professional development leave at one time.
6. All applications for leave must be coordinated and sanctioned by the General Counsel and Vice President of Human Resources, approved by the supervisor, the

Vice President of Educational Services, and the President prior to submission to the Board of Governors for ratification.

The following considerations will be associated with a granted leave of absence for professional growth:

1. The applicant will guarantee the College service two times the length of the leave of absence. Should an applicant not meet this requirement, he/she would be responsible for reimbursement to the College of the paid benefits on a pro-rata basis.
2. The applicant will be guaranteed a similar position upon return.
3. All other leaves will be frozen during the leave of absence for professional growth.
4. The applicant will be eligible for all fringe benefits, to include life insurance, disability insurance, and health and accident insurance during the leave of absence for professional growth. Benefit dollars as set forth in Section 5.1.3 will continue to be available.
5. Salary, upon the applicant's return, will reflect all changes granted to individual's member classification during the approved leave.
6. Applicant must provide documentation to the General Counsel and Vice President of Human Resources supporting the leave upon return to the College.

Article VIII Academic Calendar

8.1 Academic Calendar/Holidays. The President, in consultation with the President's Council, shall establish the calendar for each academic year.

The President may also declare the College closed due to inclement weather or other reasons as deemed necessary.

Article IX Tuition Waiver

9.1 Tuition Waiver. Subject to completion of the application process, Members and their qualified dependents, as hereinafter defined, shall be eligible to take for-credit and non-credit courses that are offered by the College and eligible for state aid, tuition free. For purposes of this Section, the term "qualified dependants" shall mean an eligible Member's spouse and unmarried children (son, daughter, stepson or stepdaughter) who are less than 24 years of age and either reside with the Member or are legitimately claimed by the Member as dependents on the Member's tax return. For clarification purposes, this program only applies to tuition and does

not include a waiver of or any reimbursement for any other fees, costs or expenses related to any such course specifically including, without limitation, the cost of books or supplies. The amount of the tuition waiver is 100%.

Article X Personnel Files

10.1 Official personnel files shall be kept in the Human Resources Office. Prior to placing any documentation addressing the individual's performance, employment status or assignment in a Member's official personnel file, the Member will be provided with a copy of such documentation. Each Member shall have the right to (a) review his/her official personnel file during regular office hours, and (b) attach a statement signed by the Member to any material found in his/her official personnel file. As soon as is reasonably possible, and in all events within ten (10) working days following the receipt of a written request from a Member or other appropriate representative, the College shall provide the individual with copies of any or all requested materials in the Member's official personnel file, provided the Member shall first pay the cost of making such photocopies.

Article XI Dues Check-off

11.1 The College agrees to deduct membership dues established by the Association from the Base Salary of any Member who authorizes such deduction in writing, subject to the following procedures:

11.1.1 The Association agrees to provide a written statement as to the amount of the Association dues to be withheld each month, to the Human Resources Office no later than August 1 of the ensuing Contract Year.

11.1.2 Said deduction shall be made from the monthly pay of each authorizing Member starting in September and ending in August of each year.

11.1.3 The aggregate deductions shall be remitted monthly to the Treasurer of the Association, together with an itemized statement containing the names of the Members from whom deductions have been made and the amount so deducted. The aforementioned remittance shall be made no later than the 15th day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedures permit.

11.1.4 Each Member's written authorization shall be valid for the Contract Year in which it is received unless it is revoked by the Member by delivery of a notice in writing to the Association and to the Human Resources Office.

11.1.5 To the extent any dues are deducted and/or are remitted to the Association in accordance with the procedures specified above, the Association agrees to indemnify and hold the College, the Board and its and their members, officers, agents and employees harmless from and against any and all claims, demands, causes of action, suits or other proceedings of any

name, nature or description alleging that any such deductions and/or the application and/or remission thereof was in any way unauthorized or otherwise improper, and all liabilities, losses, damages or expenses, including, without limitation, reasonable attorneys' fees and court costs related thereto.

Article XII Termination

12.1 Termination of Employment. The Administrator who is the Member's immediate supervisor shall make a recommendation for Termination for review by the General Counsel and Vice President of Human Resources and consideration by the President. The Board, upon the recommendation from the President, shall make the final determination with respect to termination. Nothing in this Agreement or in the College Policies and Procedures shall require a member to have received a verbal notice, a written notice, to have been placed on probation, suspended or subjected to any other form of lesser disciplinary action as a condition precedent to a recommendation of termination of employment.

12.1.1 New-Hire Probationary Employees. The Board, upon recommendation of the President, may terminate the Individual Contract of Employment of any Member who is a New-Hire Probationary Employee with or without "cause" and for any reason that the Board in its sole discretion may determine to be appropriate at any time during the first two (2) Contract Years of such Member's employment. Nothing in this Agreement or in the College Policies and Procedures shall require a member to have received a verbal notice, a written notice, to have been placed on probation, suspended or subjected to any other form of lesser disciplinary action as a condition precedent to any termination action, and the failure of the Board or the Administration to utilize any one or more of any other disciplinary alternatives with respect to a New-Hire Probationary Employee or the failure of the Board or the Administration to follow any other disciplinary procedure set forth herein or in the College Policies and Procedures shall not in any way limit or restrict the Board in exercising its right to terminate the employment of any New-Hire Probationary Employee. The record of any such previous or lesser disciplinary action(s) may, however, be included as evidence to support the termination of such Member's Individual Contract of Employment.

12.1.2 Termination for Cause. Subject to the procedures for notice and hearing set forth in Code 4101 of the College Policies and Procedures, the Board may, upon recommendation of the President, terminate or not renew the Individual Contract of Employment of any Member, regardless of whether or not the individual is a New-Hire Probationary Employee, at any time for "cause." Nothing in this Agreement or in the College Policies and Procedures shall require a member to have received a verbal notice, a written notice, to have been placed on probation, suspended or subjected to any other form of lesser disciplinary action shall not be a condition precedent to any termination action and the failure of the Board or the Administration to utilize any one or more of any other disciplinary alternatives with respect to a Member or the failure of the Board or the Administration to follow any other disciplinary procedure set forth herein or in the College Policies and Procedures shall not in any way limit or restrict the Board in exercising its right to terminate the employment of any Member for Cause. The record of any such

previous or lesser disciplinary action(s) may, however, be included as evidence to support the termination or non-renewal of such Member's Individual Contract of Employment.

12.2.5.3 "Cause" Defined. For purposes of this Section and this Agreement generally, "Cause" shall include but not necessarily be limited to:

- A. Breach of any material term of this Agreement or the Member's Individual Contract of Employment
- B. Incompetence
- C. Unsatisfactory Performance
- D. Neglect of duty
- E. Unprofessional conduct
- F. Insubordination
- G. Immorality or commission of a crime involving moral turpitude
- H. Physical or mental incompetence which prevents the Member from returning to his/her employment and performing the essential functions of his/her job with reasonable accommodation following the exhaustion of all available leave
- I. Refusal or repeated failure to comply with the applicable rules and regulations
- J. Failure to satisfactorily complete any period of Employment Probation, Disciplinary Suspension or Employee Improvement Plan implemented pursuant to Code Nos. 2115, 2115.a, 4045, 4045.a, 4104, or 4104.a of the College Policies and Procedures
- K. Theft or the willful damage or destruction of property
- L. Intoxication or being under the influence of non-prescribed medication or drugs while on duty
- M. Fighting
- N. Theft
- O. Falsifying timecards or other records
- P. Other conduct which has a material adverse effect on or substantially interferes with the Member's continued ability to perform his/her duties
- Q. Reduction in force.

12.3 Suspension Pending Termination. In the event the recommendation for Termination is the result of any act or acts taken or omitted by the Member which constitute fraud, willful and wanton misconduct, theft or willful damage or destruction of property, a crime involving moral turpitude , or, if in the reasonable opinion of the President, the continued presence of the Member would be materially disruptive to the normal operations of the College or constitute a threat to the safety or welfare of students or other employees, then, in addition to recommending the termination of said Member's employment, the President shall have the authority in his/her sole discretion to immediately suspend said Member pending final action by the Board on the recommendation for terminating his/her Individual Contract of Employment.

Article XIII
Reduction in Force

Subject only to the provisions of Neb. Rev. Stat. §85-1530 to 1533 and Code Nos. 2063 and 2063.a of the College Policies and Procedures, the Board shall have the absolute right, in its sole discretion, to terminate or not renew the Individual Contract of Employment of any Member as a result of a Reduction-In-Force.

Article XIV
Agreement Grievance Procedure

14.1 Definitions.

14.1.1 “Grievant” shall mean a Member or a group of Members.

14.1.2 “Grievance” shall mean a dispute regarding the interpretation or application of any term or condition set forth in this Agreement.

14.2 Applicability. This grievance procedure shall not apply to the following:

14.2.1. Any matter involving the termination or non-renewal of a Member’s Individual Contract of Employment, including as a result of a Reduction-in-Force, or any suspension, demotion, probation or other disciplinary action.

14.2.2. Any matter that has previously been resolved through written agreement of the parties.

14.2.3. Absent a material change in facts or circumstances, any matters arising out of or connected with facts and circumstances with respect to which Grievant has previously filed a Grievance pursuant to this Grievance Procedure.

14.2.4. Any matters set forth in the written response or recommendation required to be provided by the Human Resources Director, the President or the Board pursuant to Steps I, II or III of the Agreement Grievance Procedure.

14.2.5. Any matter for which the internal procedure for employee redress is prescribed by state statute; or

14.2.6. Any matter which the Grievant has already submitted to another external or internal dispute resolution process (Employee Grievance Policy code #4105)

14.3 Time Limits for Filing a Grievance. Recognizing that Grievances should be raised and resolved promptly, a Grievance shall be raised within ten (10) calendar days after the occurrence of the action or commission giving rise to the Grievance, provided, however, if the Grievant could not have reasonably gained knowledge of the occurrence of such act or omission within said ten (10) calendar day period, then the Grievance shall be raised within ten (10) calendar days from the date the Grievant could have reasonably gained knowledge thereof, but in no event more than forty-five (45) calendar days from the occurrence giving rise to the Grievance. Agreement to extend the time limits shall not be unreasonably withheld.

All time limits contained in this Article may be extended by mutual agreement of the parties involved directly in the particular step in the Grievance Procedure, except that the time limits for the initial filing of the Grievance may be extended only by written agreement between the President and the Association or the Grievant.

14.4 Procedures

14.4.1. Step One (Informal Level). A Grievance shall be raised by the Grievant within the time period for raising the Grievance as specified above by requesting in writing an informal conference with the General Counsel and Vice President of Human Resources, which informal conference shall be held within ten (10) calendar days following such written request. Any settlement, withdrawal or disposition satisfactory to the Grievant at this Informal Level shall be reduced to writing by the General Counsel and Vice President of Human Resources within seven (7) calendar days of the informal conference, signed by the Grievant and the General Counsel and Vice President of Human Resources, and shall be binding on the parties as to the facts and circumstances giving rise to the grievance and the matters therein resolved; provided, however, the resolution or withdrawal of the grievance shall not constitute a binding precedent in the disposition of other similar grievances which may subsequently arise. No written record of the matter shall be placed in the official personnel file of the Grievant if the Grievance is thus resolved at the Informal Level. Both the Grievant and the General Counsel and Vice President of Human Resources are encouraged to attempt to resolve Grievances at this Informal Level. If the grievance is not resolved at the informal conference as provided above, the General Counsel and Vice President of Human Resources shall prepare a written summary of the informal conference and provide the Grievant with a copy thereof within seven (7) calendar days of the conference. The Grievant shall receipt for a copy of the written summary and a copy will be given to the Association. The Grievant may appeal his/her Grievance by invoking the Formal Procedure which is initiated at Step Two.

14.4.2. Step Two (Formal Procedure). If the Grievant is not resolved at Step One, the Grievant may file a written appeal with the College President within ten (10) calendar days of receipt of the written summary prepared by the

General Counsel and Vice President of Human Resources. The written appeal shall include a copy of the written summary prepared by the General Counsel and Vice President of Human Resources as provided in Step One, together with a clear, concise statement of the reason for the appeal to the President. The President, or his/her designee, may elect to review the appeal: (1) by a review of the written summary prepared by the General Counsel and Vice President of Human Resources; or (2) by requesting a personal conference with the Grievant. Depending upon which method or combination of methods the President or his/her designee elects, the application of the following procedures shall be used:

- a. Review of the Record. The President or his/her designee, at his/her discretion, may within seven (7) calendar days after receiving the appeal make a decision without a conference or a hearing and within said period of time notify the Grievant and his/her Vice President of Educational Services of the decision. A copy of this appeal and the decision of the President, or his/her designee, shall be placed in the Human Resources Office with copies to the Grievant and the Association.
- b. Conference. The President or his/her designee, at his/her discretion, may within seven (7) calendar days after his/her receipt of the written appeal, request a conference with the Grievant. The President or his/her designee, within seven (7) calendar days after said conference, shall make a written decision and send a copy to the Grievant and his/her Vice President of Educational Services. A copy of this appeal and decision of the President or his/her designee shall be filed in the Human Resources Office with a copy given to the Association.

- 14.4.3. Step Three (Appeal). If the Grievant is not satisfied with the disposition of his/her grievance at Step Two, he/she may file a written appeal to the Board within ten (10) calendar days of the receipt by the Grievant of the decision rendered by the President or his/her designee, and may also request a hearing by the Board. The written appeal shall include a copy of the original written request for an informal conference with the General Counsel and Vice President of Human Resources, the written summary of the informal conference prepared by the General Counsel and Vice President of Human Resources, and the written decision of the President or his/her designee, together with a clear, concise statement of the reason for the appeal to the Board. The Board may in its discretion, review the grievance solely on the basis of the record of the prior proceedings of the grievance, or call the Grievant before the Board for a full or partial hearing, in which event the Grievant shall appear at said hearing and respond to any questions the Board may have in the matter. Not later than the next regular meeting of the Board following the filing of the appeal,

the Board shall determine whether the appeal is to be by review of the record of the prior proceedings of the grievance or whether it shall be by full or partial hearing. The recording secretary of the Board shall notify the President and the Grievant of the Board's decision in this respect. The appeal shall then be reviewed or heard by the Board not later than the conclusion of the Board's next regularly scheduled meeting. The Board shall render its decision on the appeal in writing not later than the conclusion of its next regular meeting following the conclusion of such hearing. A copy of the appeal and the Board's written decision shall be given to the Grievant, the Association and the Human Resources Office. The Board's decision on the appeal shall be final under this Grievance Procedure. The Step Three procedure may be changed by mutual agreement of the Member and the Board. In the event a hearing is held, a transcript of the hearing shall be made and any party may request a copy of the same at that party's expense. Each party shall be responsible for their own costs and fees incurred in their presentation at the hearing.

14.5. Time Limits. The failure of the Grievant to act within the prescribed time limits will serve as a waiver to the Grievant's right to file a Grievance or pursue any further appeal. Any Grievance not filed or appealed within the time limits shall be deemed settled or waived.

14.6 Effect of Resort to Other Procedures. If, prior to seeking the resolution of dispute under this agreement by filing a Grievance hereunder, or if while this Grievance Procedure is in progress, the Grievant seeks resolution of the Agreement dispute in any other forum, whether internal or external, administrative or judicial, then, in that event, the Board and the Administration shall be free from the obligation to proceed further with the resolution of the dispute pursuant to the terms of this Grievance Procedure.

14.7 Representation. The Member may represent himself or herself or be represented by the Association or by legal counsel of his/her choice at his/her own expense. If a Member or Members elect not to seek representation by the Association, then, in that event, the General Counsel and Vice President of Human Resources shall inform the Association in writing that the Grievance has been filed, and the Association shall be provided with a written statement of the resolution of any Grievance filed under this section.

14.8 Resolution of the Grievance Cannot Violate this Agreement. No resolution of a Grievance shall be in any way inconsistent with the terms of this Agreement.

14.9 Appearances of a Member in the Grievance Procedure. When a Member participates in a Grievance conference, meeting or hearing, the Member's salary and fringe benefits shall neither be reduced nor increased for time spent in those activities.

14.10 Notification. All Grievances, requests for review, notices and decisions shall be transmitted by personal service, certified or registered mail, postage prepaid, return receipt requested. In the event of a question as to the timeliness of any Grievance, request for review, notice or discussion, the date of posting shall be determinative. In the event that an action falls

on a Saturday, Sunday or College holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

14.11 Retaliation. Under no circumstances will any Member who in good faith files a Grievance be subject to any form of retribution or retaliation as a result of having taken such action. Any person who makes or participates in such retribution or retaliation, directly or indirectly, will be subject to disciplinary action. A person who believes he/she has been or is being subjected to retribution or retaliation should immediately notify the Human Resources Director.

Article XV Miscellaneous

15.1 Severability. In the event that any provisions of this Agreement or any part thereof is for any reason found by a court of competent jurisdiction to be in violation of the state or federal constitution, statute, or regulations promulgated thereunder or to be otherwise unenforceable, the remainder of this Agreement and each other provision or part hereof shall nevertheless be and remain in full force and effect throughout the Term of this Agreement.

15.2 Complete Understanding. The parties acknowledge and agree that during the term of negotiations which have resulted in this Agreement, they and each of them have had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all of the understandings and agreements arrived at thereby are set forth in this Agreement; that this Agreement is intended to supersede and replace all prior agreements or understandings between the College and the Association and that this Agreement shall be and the same does constitute the entire Agreement between the parties for the period herein stated and shall not be altered, amended, supplemented, deleted, enlarged or modified, except through mutual agreement set forth in writing and signed by the parties hereto.

15.3 Reservation of Management Rights. Except as otherwise expressly set forth herein, the Board and the Administration hereby expressly reserve exclusively unto themselves all rights, functions, responsibilities, powers, discretions, authorities and prerogatives vested in them or either of them, whether or not exercised, specifically including, without limitation, the right to hire, evaluate and promote, the right to maintain order and efficiency, the right to schedule work, control transfers and assignments, the right to determine what activities may be sponsored, the right to determine the means and methods by which operations of the College and its constituent parts are conducted, and the right to determine curriculum, class size and the types of specialists to be employed; and nothing herein shall be deemed or construed in any way to limit, restrict or to constitute a delegation or waiver of any such rights, functions, responsibilities, powers, discretions, authority or prerogatives.

15.4 Effect on Individual Contracts of Employment and the College Policies and Procedures. This Agreement is intended to bind the parties and inure to the benefit of the Members. Accordingly, any conflicts or inconsistencies between the terms of this Agreement

and the terms of either the College Policies and Procedures or any Member's Individual Contract of Employment shall be governed exclusively by the terms of this Agreement.

15.5 Binding Effect. This Agreement shall be binding upon the parties, the Members and, in the case of the Board and the Association, their officers, directors, members, receivers, successors, trustees, personal representatives and assigns.

15.6 Nebraska and/or Federal Law Changes. In the event there is a change in either Nebraska or Federal law through either legislative action or court decision subsequent to the effect date of this Agreement and during the term hereof, the parties hereto agree that this Agreement shall be modified or amended only to the extent necessary to bring this Agreement in to compliance with either Nebraska or Federal law. The parties agree to meet and confer with regard to any such modification or amendments as a result of a change in either Nebraska or Federal law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first stated above.

Board of Governors of the Northeast Community
College Area

By: _____
Chairperson

Northeast Faculty Association

By: _____
President

7.8 Family and Medical Leave

The College affirms its responsibility and commitment to respond to an increasing understanding of employee needs with regard to family care. The College supports the Family and Medical Leave Act of 1993 (“FMLA”) by providing procedures through which this Act can be administered.

The Board of Governors requires strict compliance with the FMLA and its related regulations. Definitions used in the FMLA will apply to this Policy and any regulations adopted under the FMLA will apply.

PROCEDURES

The College understands the importance of family issues to today's work force. The College also recognizes that more of its employees than ever before face conflicting demands of family obligations and work. Because employees may find it necessary to take leave from their jobs for a temporary period to address certain family responsibilities or their own serious health conditions, and in order to comply with FMLA, the College hereby establishes its family and medical leave procedures.

The following procedures dealing with the FMLA are in addition to those leaves described in the College's Policies and Procedures Manual and are meant to complement those existing leaves.

I. General

A. Covered Leave

The College will grant an eligible employee family and medical leave for up to 12 work weeks during a 12-month period, if the procedures are followed and leave is requested for any of the following reasons:

1. The birth or adoption of a child, or the foster care placement of a child;
2. To care for a "family member" of the employee if that individual has a serious health condition; or
3. A serious health condition of the employee that renders the employee unable to perform his or her job functions.

Employees are limited to a maximum of 12 weeks' leave for any combination of 1, 2, or 3 listed above. If leave is for birth, adoption, or foster care placement, the leave must be completed within 12 months of the date of birth or placement.

B. The 12-Month Period

Available leave will be calculated by determining the amount of leave used by an employee for the 12 months prior to each day for which leave is requested and subtracting that number from the total of days equal to 12 work weeks. This is referred to as the "rolling" method of calculation. Employees will be advised when requesting leave of the amount of FMLA leave they have available.

C. Spousal Exception

If a husband and wife both work for the College, and are eligible for leave, they are only entitled to a combined 12 work weeks of leave taken for birth, adoption, foster care, and to care for a parent. The 12 weeks will be calculated in the same manner as leave for an individual employee.

D. State Law

Some employees are covered by state leave laws that are different than the federal FMLA. The College will comply with both laws. Leave under state law will run concurrently with leave under this policy procedure.

E. Intermittent Leave

An employee taking leave for personal illness or to care for a sick family member need not take such leave continuously and may take it on an intermittent basis, or by reducing the employee's scheduled work hours, if the employee provides certification from the health care provider caring for the employee and/or family member that leave must be taken in that manner. If leave is not taken continuously, it will be deducted from the employee's entitlement to leave, i.e., 12 weeks during a 12-month period.

F. Part-time Leave for Birth, Adoption, or Foster Care Placement Requests for intermittent or reduced schedule (part-time) leave after the birth, adoption, or foster care placement of a child will not be considered.

II. Definitions

A. "Family Member"

"Family member" is defined in the FMLA and the procedures to include the employee's spouse, son, daughter or parent (but not a parent "in-law"). A "son" or "daughter" is any child under 18 who is the biological child of the employee, who is adopted by the employee, or whom the employee supervises on a day-to-day basis and for whom the employee is financially responsible. A "son" or "daughter" is also a child over 18 who is incapable of self-care because of a mental or physical disability. A parent is any individual who assumed day-to-day and financial responsibility for employee when the employee was a child. The College will not permit leave under this procedure to care for individuals who are not "family members," unless state law requires otherwise.

B. "Serious Health Condition"

"Serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves a period of incapacity or treatment following in-patient care in a hospital, hospice, or residential medical care facility; a period of incapacity requiring more than three days' absence from work and continuing treatment by a health care provider: or continuing

treatment by a health care provider for a chronic or long-term health condition that is so serious that, if not treated would likely result in incapacity of more than three days; or continuing treatment by or under the supervision of a health care provider of a chronic or long-term condition or disability that is incurable; or pre-natal care.

D. "Health Care Provider"

A "health care provider" is any doctor of medicine or osteopathy, podiatrist, optometrist, and nurse practitioner, or nurse midwife performing within the scope of their practice as defined under state law. Christian Science practitioners and Chiropractors are health care providers to the extent defined under regulations issued by the U.S. Department of Labor.

III. Eligibility

A. Minimum Eligibility Requirements

1. An employee is eligible if the employee has been employed for at least 12 months (or 52 weeks) by the College and has worked at least 1,250 hours during the 12-month period to the time leave would begin under this procedure. The College will make the determination at the time of the leave request.

2. Hours are calculated based upon actual hours that the employee worked, including over-time.

The College will use its records of hours worked for all hourly employees. In the case of exempt employees, the College will assume that any employee employed full-time for seven and one-half months and/or meets the 1,250-hours requirement. Exempt employees who have 12 months' prior service, but less than seven and one-half month's fulltime continuous service at the time leave is requested, should include documentation of hours worked with their request.

B. Leave for Serious Health Conditions

Employees should recognize that this procedure and FMLA are only intended to cover serious health conditions--generally those which involve three or more days incapacity from work or school, or chronic, long-term, incurable conditions. Employees who wish to take leave to care for family members with non-serious health conditions are not covered by this policy. Employees can use their vacation or personal leave for non-serious health conditions, subject to all restrictions in those procedures, including scheduling and increments of leave.

IV. Procedures for Requesting Leave

A. Requests for Leave

1. Procedure

All requests for family or medical leave should ordinarily be initiated by contacting your immediate supervisor. This will assist the College in working out appropriate schedules. If for any reason you do not wish to inform your supervisor of the reason for the leave, or if you have any questions about your supervisor's response, please contact the Human Resources Office.

2. Foreseeable Leaves

If the need for family or medical leave is foreseeable, the employee must provide notice to the College of not less than 30 days. Leave will be denied unless there is a reasonable excuse for the

delay. If leave is denied for lack of notice, the employee may designate leave to start 30 days after notice is given.

Failure to report to work when FMLA leave has been denied will be treated as an unexcused absence.

3. Scheduling

If the leave is for the planned medical treatment of the employee or a family member, or requires intermittent or reduced schedule leave, employees may be required by their supervisor to arrange a particular schedule or to reschedule appointments or treatments, subject to the consent of the health care provider.

4. Unforeseeable Leaves

If the need for family or medical leave is not foreseeable, notice must be given by the employee as soon as possible and practicable. Employees are expected to promptly notify their supervisor as soon as they learn of the need for leave. If the employee's supervisor is unavailable, contact the next highest supervisor or the Human Resource Office. Except in the case of medical emergencies, employees are expected to call to advise their supervisor as soon as they know of the need for an expected duration of leave. In emergencies, the employee or a family member should contact the College and give the same information and a number where they can be reached. Requests for leave should then be submitted in writing as soon as practicable.

[Absent good cause or medical emergencies, written requests for leave should be submitted within three (3) business days after oral request is made.]

5. Additional Information

After receiving a request for leave, the College will provide additional information regarding the procedures for obtaining leave, including any additional documents that may be required.

B. Proof

1. Medical Certification

The College may require proof of necessity for family or medical leave by a health care provider on forms provided by the College. The information required shall include:

- The date on which the serious health condition commenced;
- The probable duration of the condition;
- Appropriate sufficient medical facts within the knowledge of the health care provider that would entitle the employee to take family or medical leave;
- An estimate of the amount of time that the employee is needed to care for a family member, or a statement that the employee is unable to perform the functions of the position of the employee; and
- In cases of medical leave, an explanation of the extent to which the employee is unable to perform the function of the employee's position.

- The college will only accept certifications on the appropriate college form.

Certifications must be submitted within 15 days of the date requested by the College.

2. Second Opinions

The college has the option of requiring the employee to get a second opinion from an independent medical provider selected by the College. The College will pay for the second opinion. If the two opinions conflict, the conflict may be resolved by a third opinion by a provider agreed to by the College and the employee which shall be considered final and binding. The College will pay for the third opinion.

C. Leave is Contingent on Eligibility

All employee requests for FMLA leave are contingent upon a determination by the College that the employee is eligible for FMLA leave. This includes a determination of eligibility and provision of medical certification. Leave is also contingent on any second or third opinions that may be required. Because these procedures may take time, it is possible that a final determination may not be made until after the employee is on leave or has returned to work.

D. Transfer to Alternative Position

In all cases of intermittent and reduced schedule leaves, the employer reserves the right to require the employee to transfer to another position that better accommodates the employee's need for leave and/or the employer's operations. This decision is in the sole discretion of the College.

The College reserves the right to transfer an employee to another position whenever an employee's use of leave for one or more qualifying reasons is so frequent and intermittent that it is impossible to predict and schedule for coverage.

E. Confidentiality

The College will keep confidential all information relating to requests for family or medical leave. This information will be used only to make decisions in regard to the provisions of this procedure. Supervisors must submit all records to the Human Resources Office and will not retain any copies in their files.

V. Substitution of Sick Leave, Personal Leave, and Vacation Time

A. Substitution

FMLA leave will be unpaid except to the extent that an employee has accumulated paid leave under other applicable leave provisions of these policies. Paid leave will be applied based upon the reason for the FMLA leave in accordance with the following provisions:

1. If an employee takes FMLA leave due to actually giving birth, the employee's accrued sick leave will be applied during the FMLA leave in the following order: sick leave, vacation leave, and personal leave.

2. If an employee takes FMLA leave due to the employee's spouse giving birth or the employee adopts a child, the employee's accrued sick leave will be applied during the FMLA leave in the following order: adoption leave, vacation leave, personal leave.
3. If an employee takes FMLA leave due to his or her own serious health condition, the employee's accrued leave will be applied during the FMLA leave in the following order: sick leave, vacation leave, and personal leave.
4. If an employee takes FMLA leave due to a family member's health condition, the employee's accrued leave will be applied during the FMLA leave in the following order: emergency leave and vacation leave

In determining whether leave has been accrued or earned, the college will apply the provisions of the respective policy and procedures, including any restrictions.

B. Unpaid Leave

When an employee has exhausted all paid leave, all remaining FMLA leave will be unpaid.

VI. Benefits

A. Health Benefits

During the leave, the college will maintain the employee's coverage for health benefits as follows: The employee is required to continue to pay employee's portion of any health insurance premiums normally deducted from employee's paycheck, by tendering a check payable to the College and forwarding it to the College Business Office.

If the employee fails to make the required payments for health coverage within 30 days of the date that such payments are due, health coverage will be discontinued.

B. Other Benefits

Other benefits normally provided to an employee shall be provided to the employee only if permitted by the plan document governing the provision of benefits, in accordance with the provisions of the written document, and the employee makes any required co-payments. In accordance with existing College policies on unpaid leave, employees will not earn any vacation pay, while on unpaid FMLA leave. Employees on an intermittent or reduced-schedule leave will continue to earn vacation.

C. Reinstatement

The College has the right, upon the employee's return from leave, to refuse to reinstate any benefit or condition of employment that has been discontinued for the College's employees.

VII. Reinstatement

A. General

An employee taking leave under this policy will be returned to the employee's same position or to an equivalent position, at the election of the College unless the employee would have been terminated in the absence of any leave (e.g., layoff, downsizing, or termination of a temporary job). Taking of leave will not result in any loss of benefits or conditions of employment accrued

prior to the beginning of the leave period, except that if the employee is unable to use vacation time because of policy restriction, the College has the option of setting a new deadline for use of accrued vacation.

B. Key Employee Exception

If an employee has gross income that is within the top 10 percent of the College's employees within 75 miles of the College's primary work site during the calendar year in which leave is taken, the College reserves the right not to restore the employee to his or her prior position with the College if the College will suffer substantial and grievous harm because of the restoration. At the time that leave is granted under this procedure, the College will inform the employee that the employee is within the top 10 percent and also explain the possible consequence that restoration may be denied.

If the College determines during the employee's leave that the employee is not to be restored to employment, the employee will be notified immediately and given the opportunity to return from leave and be restored to his or her position. If the employee does not return from leave, the employee can petition for reinstatement at the end of the leave period and will be notified, by certified mail, whether the employee will not be restored because doing so would cause the College substantial and grievous harm.

C. Periodic Reporting

Employees on leave are required to report every two weeks on their status and intent to return. During leave, the College also may require that an employee recertify the medical condition that caused the employee to take leave when the College obtains information that casts doubt on the continuing validity of the employee's original certification, when the employee requests an extension of leave or when circumstances have changed.

D. COBRA

When an employee notifies the College that he or she is not returning from leave, the College shall terminate the employee's health benefits and he or she shall no longer have a right to restoration to the same or equivalent position. The employee shall be entitled to continuation of health benefits only in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and the provisions of the health plan provided, however, that any period of continued health benefits shall commence from the day leave commenced.

E. Repayment of Premiums

Employees who return to work will meet with the Human Resource Office to work out an appropriate repayment schedule for any employee premiums or co-payments made by the College during leave which occurred during this leave.

Upon receiving notice that the employee is not returning to employment with the College, or should the employee simply fail to return or return to employment with the College for less than 30 days after leave has ended, the employee shall owe the College the cost of any benefits provided during leave. No such amount shall be owed if there is a recurrence or onset of a serious health condition, or in the opinion of the college, there is a change of circumstances beyond the employee's control. The benefits of a key employee who is not restored shall not be

terminated prior to the end of leave and the employee shall not be responsible to the college for such benefits other than the normal employee contribution.

If an employee does not return to work under circumstances where repayment can be required, the employee must repay all premiums within 30 days after receiving notice from the College of the amount owed. After that time, the matter will be turned over to collections as a debt, which could result in legal action.

F. Failure to Return to Work

Employees who fail to return to work after FMLA leave shall be treated as having voluntarily terminated their employment.

VIII. General Provisions

A. Administrator

The College is the sole administrator of this procedure and, as such, is the exclusive interpreter of its terms. All provisions of this procedure shall be interpreted consistent with the Family and Medical Leave Act of 1993.

B. Changes

The College reserves the right to modify or terminate this procedure at any time.

C. No Employment Rights

This procedure does not create any employment rights to any individual other than specifically stated in this procedure.

D. Limitations

Except as otherwise stated, this policy is not intended to create any rights greater than that conferred on employees by the Family and Medical Leave Act of 1993.

E. Rights and Obligations

Employees and the College have various rights and obligations under FMLA. For further information, contact the Human Resources Office.

4.10 Interactive Distance Learning Stipend

4.11 On-line Instruction Compensation

INSTRUCTION

CODE: 6035

DISTANCE EDUCATION FACULTY TRAINING AND COMPENSATION POLICY

Northeast Community College promotes the use of technology-based distance learning to improve access and provide broader lifelong learning opportunities for all students. The development of distance courses and the training of faculty are in accordance with the Distance Education Faculty Training and Compensation Procedures.

INSTRUCTION

CODE: 6035.a

DISTANCE EDUCATION FACULTY TRAINING AND COMPENSATION PROCEDURES

FACULTY TRAINING

The College will provide formal training to all faculty teaching via distance-based technologies. Faculty must participate in training prior to teaching in a distance environment. These training opportunities will provide faculty with competencies necessary to maximize the instructional value of distance technologies, instill knowledge of best practices in distance education pedagogy, and assist faculty in developing appropriate assessment strategies for measuring learning using distance-based technologies.

Faculty who successfully complete this required training as certified by the College's Instructional Designer will receive a one-time stipend equal to 25 percent of the current overload rate for one credit hour. Training may be waived by the Dean of Continuing Education and Distance Learning if the faculty member has previous distance learning training and/or distance learning teaching experience.

FACULTY ASSIGNMENTS FOR DISTANCE LEARNING

Northeast Community College's distance learning program is an important avenue for assuring access to college courses regardless of the student's geographic or time constraints. Therefore, the College reserves the right to designate course assignments regardless of delivery method for all faculty. All new full-time faculty hired by the College beginning Fall 2008 will be required to participate in distance learning training within two years of their appointment.

COMPENSATION FOR COURSE DEVELOPMENT

The College will compensate faculty to develop online or hybrid courses where at least 50% of the instruction is delivered online. Faculty are expected to develop content, activities, student learning assessments, and participate actively with the instructional designer and instructional technologist in the development of each course. Courses eligible for such compensation must receive prior approval from the appropriate Division Dean and the Vice President of Educational Services. Development compensation is available one time for each course number for each instructor. Compensation will be dispersed upon approval by the Instructional Designer assuring that the course is complete and meets all of the College's standards for delivery. Interactive television courses, course revisions, and course updates are not eligible for compensation.

Course development compensation rates are as follows:

1. Fully online courses:
 - A. Faculty who develop a new online course number for the first time the course is taught at NECC will be compensated at one half the current overload rate times the total credit hours of the course under development OR provided an equal amount of release time, at the instructor's preference.
 - B. Faculty who teach a new online course number for the first time but which has originally been developed by another faculty will be compensated at one fourth the current overload rate times the total credit hours of the course OR provided an equal amount of release time, at the instructor's preference.
2. Hybrid courses: Faculty who develop a new hybrid course will be compensated at one fourth the current overload rate times the total credit hours of the course under development OR provided with an equal amount of release time, at the instructor's preference.
3. Existing online to hybrid course conversions will not receive additional development compensation.
4. Faculty who wish to convert previously compensated existing hybrid courses to fully online formats will be paid an additional one fourth the current overload rate times the total credit hours of the course under development OR provided with an equal amount of release time, at the instructor's preference.

DISTANCE EDUCATION CLASS SIZES

All distance learning class sizes will not exceed 22 students without permission of the instructor. The exception to this policy will be for those courses in which the maximum class size delivered in a traditional face-to-face format has been set below 22 students to support effective teaching and learning. Hybrid courses will be regulated by traditional classroom size capacities. The respective Academic Dean, in consultation with the instructor, shall have the right to determine exceptions to class sizes.

EVALUATION

Regular and systematic evaluations will be conducted to assess the effectiveness of on-line instruction. Course/instructor evaluations for distance and hybrid classes shall be commensurate with procedures used for evaluation of classes taught through traditional methods. A distance

learning survey will be conducted with all distance learning students every two years as a strategy for continuous improvement in the College's distance education program and will include the assessment of student satisfaction with distance learner support services.