

NEGOTIATED AGREEMENT

BY AND BETWEEN

THE BOARD OF GOVERNORS OF THE
NORTHEAST COMMUNITY COLLEGE AREA

AND

THE NORTHEAST COMMUNITY COLLEGE FACULTY ASSOCIATION

FOR THE

2015-2016, 2016-2017 and 2017-2018

CONTRACT YEARS

THIS NEGOTIATED AGREEMENT (the "Agreement") is made and entered into this 19th day of February, 2015, by and between the Board of Governors of the Northeast Community College Area (the "Board") and the Northeast Community College Faculty Association (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 Executive Director, Dean, Vice President, Associate Vice President, Executive 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) days or equivalent (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.

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, 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 This paragraph intentionally left blank.

1.1.7 "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.

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

1.1.8 "Human Resources Office" shall mean the human resources office maintained by the College in connection with the operation of the College.

1.1.9 "Human Resources Director" shall mean the Associate Vice President of Human Resources.

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 Board as they 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 who has not completed two full Contract Years of full-time employment with the College and whose employment may be terminated during the probationary period without cause.

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 three (3) Contract Years (the "Term"), 2015-2016, 2016-2017 and 2017-2018.

The 2015-2016 Contract Year shall commence on August 18, 2015, and end as of the close of business on August 14, 2016;

The 2016-2017 Contract Year shall commence on August 15, 2016, and end as of the close of business on August 13, 2017;

The 2017-2018 Contract Year shall commence on August 14, 2017, and end as of the close of business on the day immediately preceding the day on which Members first report for work for the next following Contract Year;

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 Section 4.2, 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 the first day of each Contract Year, shall be increased utilizing the Faculty Midpoint Calculation Methodology set forth in section 4.13, and distributed pursuant to section 4.13.5.

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 Degree Attainment.

4.3.1 Definition - Current faculty shall be recognized upon the attainment of an educational degree one level above the educational degree required for the faculty member's current position. To be eligible for degree attainment the degree must be awarded from a fully accredited college or university. Current faculty members who were degree seeking and had approved Job Upgrading Plans on file in the Human Resources Office as of September 1, 2012, and who have made consistent and satisfactory progress (not been idle more than two years) toward those degrees will receive pay adjustments as provided under the College's former Job Upgrading Policies (Code 4136 and Code 4136.a) through the completion of their approved degree. Current faculty members receiving pay adjustments under the College's former Job Upgrading Policies shall not be eligible for a degree attainment adjustment as subsequently provided herein. Courses for degree attainment shall not be taken during scheduled instructional time, unless the work-time missed is re-scheduled as mutually agreed upon by the faculty member and his/her supervisor and documented either as part of the written degree attainment application or as written documentation furnished to the Human Resources Office.

4.3.2 Application Required — A degree attainment plan must be approved prior to a faculty member's commencement of seeking an advanced degree. An application for degree attainment shall be submitted by the faculty member to his/her Dean using the Degree Attainment Application Form. The Degree Attainment Application Form shall become the Degree Attainment Plan once approved as provided herein. The Dean shall consider the request and make a recommendation regarding approval of the Degree Attainment Plan to the Vice President of Educational Services within seven (7) calendar days of submission by the faculty member. The Vice President of Educational Services shall have seven (7) calendar days to approve or deny the Degree Attainment Plan. The faculty member is responsible for submitting the approved Degree Attainment Plan to the Human Resources Office. The approved Degree Attainment Plan shall be placed in the faculty member's personnel file.

4.3.3 Appeal Process — If the Degree Attainment Plan is denied by the Vice President of Educational Services, the faculty member may appeal the decision to the Degree Attainment Committee within seven (7) calendar days of the Vice President of Educational Services' denial by filing an appeal in writing with the Human Resources Office.

4.3.4 The Degree Attainment Committee's role is to provide consistency and fairness in the application process for degree attainment on a college-wide basis. The Degree Attainment Committee's membership shall include the current presidents/chairpersons of each employee group, an administrator, and the Vice President of Human Resources, who shall chair the committee. If any employee group president/chairperson is unavailable to serve on the committee, the prior year's president/chairperson shall serve as the alternate. The committee shall schedule a hearing on each appeal within seven (7) calendar days. The faculty member and the Dean and/or Vice President of Educational Services shall appear and present testimony to the committee to substantiate their respective positions. At or prior to the hearing the committee may ask other staff to provide relevant information to assist the committee in making its

recommendation. The committee shall provide its recommendation to the President within seven (7) calendar days of the hearing, and the President shall have seven (7) calendar days from receipt of the committee's recommendation to make his/her decision.

4.3.5 Completion of Degree Attainment — Upon satisfactory completion of the approved Degree Attainment Plan which results in an employee attaining one degree above the degree level required for his/her position, a salary adjustment to the faculty member's base salary shall be made at the rate set forth below:

- Certificate \$250
- Graduate Level Cert. \$250
- Diploma \$500
- Associate's Degree \$1,000
- Bachelor's Degree \$2,000
- Master's Degree \$2,500
- Doctorate Degree \$3,000

4.4 This paragraph intentionally left blank.

4.5 Overload Compensation. Members who are entitled to receive overload pay shall be compensated for overload at the rate of \$750.00 per credit hour or its equivalent for the 2015-2016 Contract Year; \$775.00 per credit hour or its equivalent for the 2016-2017 Contract Year, and \$800.00 per credit hour or its equivalent for the 2017-2018 Contract Year.

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 \$850.00 per credit hour or its equivalent for the 2015-2016 Contract Year; \$875.00 per credit hour or its equivalent for the 2016-2017 Contract Year, and \$900.00 per credit hour or its equivalent for the 2017-2018 Contract Year.

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 for the 2015-2016 Contract Year shall be an increase of 2.0% over the total compensation for the most previous Contract Year. The total compensation for each subsequent Contract Year during the Term of this Agreement shall be calculated utilizing the Faculty Midpoint Calculation Methodology set forth in section 4.13.

4.9 Travel Time Stipend. Members teaching off-campus courses as an overload will be allowed a travel time stipend of \$.20 per mile (round trip), as approved by the Board if the course is at an off-campus site which is 50 miles or more 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.

4.11 On-line Instruction Compensation. On-line training and instruction compensation will be paid in accordance with the provisions of Appendix B.

4.12 Professional Development

4.12.1 Definition — Professional development is defined as training and/or advanced study which is not part of a degree seeking program, and which may be composed of short-term training, college courses, seminars, conferences, site visits, observation of best practices, continuing education (CE) credits, and attainment or maintenance of professional licenses and/or certificates not requiring college course work. To be eligible for professional development, the activity must align with institutional mission and goals.

4.12.2 Application — Applications to participate in professional development shall be submitted by faculty members to their respective Dean using the Professional Development Request Form. The Dean shall consider the request and make a final determination for approval within one week of submission by the faculty member. All professional development activities must be approved by the respective Dean and Vice President of Educational Services. To qualify for professional development, an application and approval must be obtained prior to the start of the activity. The Vice President of Educational Services will note the approved stipend amount on the form and submit the form to the Human Resources office. The Human Resources office will provide a copy of the form to the faculty member after all signatures are obtained within fourteen (14) days of submission to the appropriate Dean. These forms will be placed in the faculty member's personnel file.

4.12.3 Appeal Process — If the request is denied by the Vice President of Educational Services, the faculty member may appeal the decision to the Professional Development Committee within seven (7) calendar days of the Vice President of Educational Services' denial by filing an appeal in writing with the Human Resources Office. The committee's role is to provide consistency and fairness in the application of the professional development procedures on a college-wide basis. The Professional Development Committee's membership shall include the current presidents/chairpersons of each employee group, an administrator, and the Associate Vice President of Human Resources who shall chair the committee. If any employee group president/chairperson is unavailable to serve on the committee, the prior year's president/chairperson shall serve as an alternate. The committee shall schedule a hearing on each appeal within seven (7) calendar days. The faculty member and the Dean and/or Vice President of Educational Services shall appear and present testimony to the committee to substantiate their respective positions. The committee shall make its determination within seven (7) calendar days of the hearing.

4.12.4 Verification and Stipend — The College shall pay for approved professional development activities, including travel and related expenses where applicable. Approved professional development activities may be done during work/contract days, including in-service days or on a faculty member's own time. Faculty members participating in approved professional development on non-contract days (or non-instructional time in the summer) will be

paid a daily stipend at the rate of 75% of the average daily salary rate for faculty as of September 1 each year. For professional development sessions 4 hours or less, faculty shall be paid one-half (1/2) the daily stipend rate.

The money available for Professional Development during the Contract Year will be calculated at one and one-half days for each full time faculty member, multiplied by the professional development stipend of that contract year, but not limited to the number of days per faculty member professional development event. When the pool is exhausted, stipends cease to be paid.

Non-Contract Days for each Contract Year during the Term of this Agreement shall be as follows:

2015-16	2016-17	2017-18
Sep. 7, 2015	Sep. 5, 2016	Sep. 4, 2017
Oct. 16, 2015	Oct. 17-18, 2016	Oct. 16, 2017
Nov. 25-27, 2015	Nov. 23-25, 2016	Nov. 22-24, 2017
Dec. 22, 2015 - Jan. 4, 2016	Dec. 21, 2016 - Jan. 2, 2017	Dec. 20, 2017 - Jan. 2, 2018
Mar. 8-11, 25 & 28, 2016	Mar. 6-10, 2017	Mar. 5-9, 2018
Saturday and Sundays Aug. 18, 2015 - May 14, 2016	Apr. 14 & 17, 2017	Mar. 30 & Apr. 2, 2018
May 15, 2016 - Aug. 14, 2016	Saturdays and Sundays Aug. 15, 2016 - May 13, 2017	Saturdays and Sundays Aug. 14, 2017 - May 12, 2018
	May 14, 2017 - Aug. 13, 2017	May 13, 2018 - Aug.* , 2018

* The last day of the Contract Year as defined in section 3.1

Written verification of satisfactory completion of each professional development activity shall be provided by the faculty member to the Human Resources office within thirty (30) days of the professional development event by submitting the Faculty/Staff Development Fund Professional Development Workshop/Seminar/Conference/Training Evaluation form. Failure to provide written verification of satisfactory completion may result in the faculty member having to reimburse the College for the cost of the professional development activity.

4.13 Faculty Midpoint Calculation Methodology.

4.13.1. Faculty census data will be completed in conjunction with other Nebraska community colleges not later than October 1 of each year and apply to the ensuing Contract Year;

4.13.2. The array used to compute the midpoint shall be Northeast Community College, Southeast Community College, Mid-Plains Community College, Western Nebraska Community College, and Central Community College.

4.13.3 Computation shall be on total compensation based on the weighted contract average daily rates for both salary and benefits, including FICA.

4.13.4 For each college in the array, the total compensation used to calculate the midpoint for purposes of this agreement shall be the total compensation as set forth in the most recent, signed negotiated agreement for each college as of February 1 for the ensuing Contract Year. If another college in the array is in negotiations for the ensuing Contract Year and a signed negotiated agreement is not in effect for such college as of February 1, a two percent (2%) projected total compensation increase shall be utilized for purposes of calculating the midpoint.

4.13.5 The distribution of salary will be based upon the October 1st census numbers and will provide for one-half of the total salary dollars available for the faculty group to be divided evenly based upon the total number of faculty members and the other one-half to be a percentage increase applied to the prior year's base salary for each individual faculty member based upon the remaining dollars in the salary pool. The distribution for all subsequent years will be based upon the above calculation.

Article V Insurance and Benefit Dollars

5.1 Benefit Dollars. The College's contribution to health insurance coverage for the Term of this Agreement shall be equal to 100 percent of the Blue Preferred Plan for Employee, Spouse and Children provided through EHA at the current \$750 Deductible Plan, or such other Deductible Plan providing substantially equivalent benefits as the College may from time to time select in its sole discretion. 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 \$750 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 ($1\frac{3}{4}$) 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, and the Member 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. For the 2015-2016 and 2016-2017 Contract Years, each Member who is eligible to participate in such plan shall contribute an amount of either 6.5%, 7.5% or 8.5% (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 8.5% of gross salary. For the 2017-2018 Contract Year, the contributions shall be 6.75%, 7.75% or 8.75% (as the Member may elect) and the maximum matching amount of the College shall be 8.75%.

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, and the Member 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 includes maternity leave, which applies to pregnancy and childbirth, including pre-partum/post-partum care and recovery. Pregnant employees are expected to work prior to childbirth until their physician provides Medical Certification of necessity. Other short term sick leave is for personal illness, injury, 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 employees who have completed at least one-year of employment and includes 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. The College will grant an eligible Member short term sick leave for the following specified durations for any of the following reasons:

7.1.1.1 Maternity leave during the Member's first year of employment, the maximum paid maternity leave is six (6) weeks for pre-partum/post-partum care and recovery.

7.1.1.2 Maternity leave after the Member's first year of employment, the Member shall have six (6) weeks of paid leave for post-partum care and recovery unless the Member's physician provides Medical Certification of necessity and duration, then the Member shall have up to ninety (90) days of paid sick leave, which shall be cumulative with the initial six (6) weeks.

7.1.2 Other short term sick leave:

7.1.2.1 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.

7.1.2.2 After the Member's first year of employment, the Member shall have ninety (90) days of paid sick leave for each single occurrence of short-term sick leave, including Maternity leave if medically necessary pursuant to section 7.1.1.2 above. 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. 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 longterm 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.

7.1.3 Medical Certification: The College, at any time during or after sick leave whether short term or long term, shall require the member to provide proof of necessity and duration for sick leave by a health care provider on forms provided by the College at the expense of the employee. The information required shall include:

7.1.3.1 The date on which the serious health condition commenced;

7.1.3.2 The probable duration of the condition;

7.1.3.3 Appropriate sufficient medical facts within the knowledge of the health care provider that would entitle the employee to take sick leave;

7.1.3.4 An explanation of the extent to which the employee is unable to perform the function of the employee's position;

7.1.3.5 The College shall only accept certifications on the appropriate college form;

7.1.3.6 Certifications shall be submitted within 15 days of the date requested by the College; and

7.1.3.7 The contact information for the employee's healthcare provider and if the College deems necessary a release or authorization for the employee's healthcare provider to communicate with the College about the employee.

7.1.4 All requests for sick leave shall be initiated by contacting the Member's immediate supervisor and submitting a monthly electronic leave report through the Self-Service portal of the College's administrative software system.

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. Each Member shall be entitled to Personal Leave each Contract Year, as follows:

<u>Years of Continuous Service Personal Days</u>	
0 - 5 years	2 days per contract year
Over 5 years	3 days per contract year

Requests for personal leave shall be approved by the immediate supervisor in accordance with all applicable administrative procedures and recorded on the electronic leave report. 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. Maximum accumulation for all Members regardless of the number of years of continuous service shall be four (4) personal days in any one Contract Year. Further, upon termination, any unused Personal Leave shall be forfeited without any compensation.

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. Adoption Leave may be granted following the commencement of the parent-child relationship, as defined in Neb. Rev. Stat. §48-234 (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 Year. 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 submitted to the immediate supervisor in accordance with all applicable administrative procedures and recorded on the electronic leave report.

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.

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.

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

- A. Critical illness or death of an immediate family member, or in-law of an immediate family member. Immediate family is defined as mother, father, spouse, children or step-children, grandparents, grandchildren or step-grandchildren, aunts, uncles, nieces, nephews, brothers and sisters or step-brothers and step-sisters of the Member.

- B. Illness of children or spouse of Member which requires Member to be present. This would include illness of minor children or doctors' appointments of "immediate family" which requires the presence of the Member.

- C. 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 items 7.6.1.A., 7.6.1.B. and 7.6.1.0 shall be limited to three (3) days per incident and may be extended generally up to ten (10) days in justified situations. Upon a recommendation of the immediate supervisor and division Vice President, the Associate Vice President of Human Resources 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 approved by his/her immediate supervisor(s) and the Associate 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 Associate Vice President of Human Resources must also approve the leave request. The Member requesting emergency leave should notify his/her immediate supervisor of the emergency and complete the electronic leave report 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 exceed the maximum days allowed and the situations do not qualify for leave under the Family Medical Leave Act

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

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.

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 Associate Vice President of Human Resources 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 Associate 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 Associate 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 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 Associate 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 Payroll 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 5th 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 Associate 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 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 employment.

12.1.2 Termination for Just Cause. Subject to the procedures for notice and hearing set forth in BP — 7231 of the College Policies and Procedures, the Board may, upon recommendation of the President, terminate or not renew the employment of any Member, regardless of whether or not the individual is a New-Hire Probationary Employee, at any time for "just 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, 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 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 just 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 employment.

12.1.3 "Just 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

- 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 BP — 7322, BP — 7315, and BP — 7325 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.

12.2 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 employment.

Article XIII Reduction in Force

Subject only to the provisions of Neb. Rev. Stat. §85-1530 to 1533 and BP — 7810 and AP — AP — 7810.0 of the College Policies and Procedures, the Board shall have the absolute right, in its sole discretion, to terminate or not renew the 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 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 Associate 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 Associate Vice President of Human Resources within seven (7) calendar days of the informal conference, signed by the Grievant and the Associate 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 Associate 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 Associate 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 Associate Vice President of Human Resources. The written appeal shall include a copy of the written summary prepared by the Associate 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 Associate 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 Associate Vice President of Human Resources, the written summary of the informal conference prepared by the Associate 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 Associate 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 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 College Policies and Procedures 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.

15.7 Right to Renegotiate. In each Contract Year, the parties understand the Nebraska Legislature may modify the amount of financial support to the College, which may include, but is not limited to, decreasing the amount of direct state aid, the amount of the maximum levy, the percentage of the assessed value of property subject to tax, or other reason. Therefore, if, as a result of an act of the Nebraska Legislature, the amount of financial support to the College is modified, the parties reserve the right to reopen negotiation for any Contract Year covered by this Agreement.

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

[Signature Page Follows]

Board of Governors of the Northeast Community
College Area

By: 
Chairperson

Northeast Community College Faculty Association

By: 
Presi

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 essential job functions, including due to the employee's pregnancy, prenatal medical care or child birth.

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, military family leave — qualifying exigency leave, or to care for a family member. The 12 weeks will be calculated in the same manner as leave for an individual employee. If the leave is for military family leave — military caregiver leave, they are only entitled to a combined 26 work weeks of leave.

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.

G. Military Family Leave

1. Qualifying exigency leave - Employees meeting the eligibility requirements and upon providing certification are entitled to use up to 12 weeks of Military Family Leave to address certain qualifying exigencies. This type of Military Leave may be used if the employee's spouse, son, daughter, or parent is on covered active duty, has been notified of an impending call, or order to active duty status. Qualifying exigencies may include: Short-notice deployment (up to 7 days of leave); Attending certain military events, e.g. ceremonies, briefings, or family support or assistances programs; Arranging for alternative childcare, including providing childcare on a non-routine, urgent, immediate need basis, enrolling in or transferring a child to a new school or daycare facility; Addressing certain financial and legal arrangements to address a military member's absence; Taking up to 15 calendar days of leave to spend time with a military member who is on short-term, temporary Rest and Recuperation leave during a deployment; Attending certain counseling sessions for the employee, the military member, or the child of the military member when the need for that counseling arises from the covered active duty of the military member; Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active duty status); Other activities arising out of

the service member's active duty or call to active duty and agreed upon by the company and the employee.

2. Military Caregiver Leave - An eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness, upon providing certification, may take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. This leave includes caregiver provisions for veterans who are undergoing medical treatment, recuperation or therapy for serious injury or illness that occurred any time during the five years preceding the date of treatment.

II. Definitions

A. "Family Member"

"Family member" is defined in the FMLA and the procedures to include the employee's spouse (as defined by Nebraska law), son, daughter or parent (but not a parent "in-law"). A "son" or "daughter" is a biological, adopted, or foster child, a stepchild, a legal ward, a child of a person standing in loco parentis, or whom the employee actually has day-to-day responsibility for caring for any child under 18. 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 federal or 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, school, or other regular daily activities that also involves 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 prenatal 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 Covered Leave and Military Family Leave

Employees should recognize that this procedure and FMLA are only intended for covered leave and military family leave purposes. Employees who wish to take leave to care for family members for non-covered conditions or purposes are not covered by this policy. Employees can use their vacation or personal leave for non-covered conditions or purposes, 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 and Human Resources to fill out the Request for Family/Medical Leave form. This will assist the College in working out appropriate schedules, to ensure compliance with federal and state laws and to ensure the employee's personnel file is accurate. 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 advance notice to Human Resources of not less than 30 days prior to the need for leave. 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 must consult with their supervisor and attempt to minimize the disruption to the College. Employees may be reasonably 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 Human Resources 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, Human Resources 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 and duration for family or medical leave by a health care provider on forms provided by the College at the expense of the employee. 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 and the type of care needed 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; and

The contact information for the employee's healthcare provider and if the college deems necessary a release or authorization for the employee's healthcare provider to communicate with the College about the employee.

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. Substituting Paid Leave for Unpaid FMLA

A. Substitution

FMLA leave will be unpaid except to the extent that an employee has accumulated paid leave under other applicable leave provisions of college policies. Paid leave such as sick leave, non-exempt compensatory time, annual leave, emergency leave and personal leave will run concurrently with FMLA leave. Accumulated paid leave shall be exhausted prior to the employee taking unpaid leave. Paid leave will be applied based upon the reason for the FMLA leave in accordance with the following provisions:

Faculty may request which type of accrued paid leave to be substituted for the unpaid FMLA leave entitlement. The following accrued leave types are available: adoption leave, sick

leave, personal leave and emergency leave. Human Resources shall make the final determination of which type and in what order accrued paid leave is substituted.

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 FMLA 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, if the FMLA leave is paid per section V above, the College will continue the employee's normal deductions for health insurance premiums, if the FMLA leave is unpaid, the employee must tender a check payable to the College and forward it to the College Business Office each month.

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 economic injury to its operations 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

During leave, the College shall require that an employee inform the College of his or her expected return to work and the College also may require that an employee or the employee's physician 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 and who do not follow the provisions of Section VI above 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 to work 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 the leave is long term sick/disability leave or 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 and repayment is 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, unless the employee qualifies for long-term sick/disability leave, per the College's policy, or the inability to return is due to a disability covered under the Americans with Disabilities Act (ADA) and the employee requests and can reasonably be granted a reasonable accommodation as required by the ADA. A case-by-case assessment of the individual employee's situation and the College's duty as to a reasonable accommodation will be considered. Reference the College's ADA policy and procedure..

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, as amended.

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, as amended.

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

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

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.