

# BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES

## Personnel

**POLICY:** Terms and Conditions of Employment for Non-Union Support Staff

**NUMBER:** 5104

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### PURPOSE

To specify the terms and conditions of employment for full-time and part-time support staff employees who are excluded from the NAPE/AFSCME collective bargaining unit. This policy does not apply to temporary employees or student employees.

### ABANDONMENT

Employees may be considered to have abandoned the job if absent from work for longer than two (2) consecutive work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

### BACKGROUND CHECKS

Offers of employment are contingent on the applicant/employee successfully passing a background check.

### BENEFITS

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages, unless coverage is required under the Affordable Care Act.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board will contribute toward either family plan, employee/children or employee/spouse a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the family plan, with the employee responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed by the Board and request family coverage, each employee will be required to contribute an amount equal to the individual employee plan premium. If electing insurance coverage, an employee must be enrolled in both the medical and dental plans.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

A life insurance plan offering group term life insurance coverage at a minimum amount of thirty thousand dollars (\$30,000) will be provided at the Board's expense with the employee permitted to supplement the basic coverage at the employee's expense. Employees may also purchase a dependent life policy on a spouse and a child(ren) at the employee's expense. Eligible coverage for children begins at six (6) months of age. In accordance with current policy provisions, employees' life insurance benefits are reduced to fifty percent (50%) at seventy (70) years of age.

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

The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Employees may choose to set aside an amount from their paychecks, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board shall pay the annual flat rate as established by the program. Any other costs shall be borne by the employee. Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain separate from other personnel materials. All employee assistance records shall remain confidential.

Employees, their spouses, and dependents will be allowed to use those facilities belonging to the College that are used to promote wellness. Although there is no membership fee to access the facilities, the College may charge spouses and dependents (seventeen [17] years and older) a fee for an identification card to access the facilities. Dependents under the age of seventeen (17) must be accompanied by an adult to use the facilities. Such facilities will be available to employees, their spouses and dependents during the facilities' normal hours of operation and when not being used for classroom instruction or program activities.

### **CORRECTIVE AND DISCIPLINARY ACTION**

The Colleges shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including, but not limited to grounds for disciplinary action. The same rules of conduct and disciplinary grounds shall apply to employees located in the NSCS Office.

The right to exercise discipline for just cause is vested exclusively in the Board; provided that an employee who has been disciplined will be advised of the reason or reasons for such action. The level of discipline imposed shall be based on the nature and severity of the infraction. Disciplinary action challenged by the employee as not in conformance with this policy, may be grieved.

The Chancellor is authorized to implement corrective and disciplinary action for System Office employees pursuant to the procedures established in this policy.

Investigatory Suspension. An employee who is under investigation for misconduct, or charged with criminal activity or for other reasons at the discretion of the President or designee may be suspended with pay until such time as it is possible to determine if disciplinary action should be taken. The Chancellor is authorized to implement corrective and disciplinary action for System Office employees pursuant to the procedures established in this policy.

Verbal Counseling. Verbal counseling is an informal level of corrective action. Verbal counseling is not disciplinary action. Verbal counseling is not grievable. It is a warning given by an immediate supervisor in conference with an employee in which the matter is discussed with the employee. The employee will be advised what action is expected to correct the problem.

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

Employee Opportunity to Respond. Prior to imposing discipline the employee will additionally be entitled to an opportunity to respond to the allegations, present mitigating evidence, or present reasons why disciplinary action should not be taken.

Notice of Disciplinary Action. An employee will be notified in writing whenever any disciplinary action is taken against them. The employee must acknowledge receipt by signing the written disciplinary notice. The employee's signature does not constitute agreement with the content of the notice. If the employee refuses to sign, the supervisor and a witness will sign a notation of the employee's refusal on the notice. A copy of the written disciplinary notice will be placed in the employee's personnel file.

#### Types of Disciplinary Action:

**Written Warning.** Written warnings consist of a discussion between the employee and a supervisor in which the supervisor explains in detail the reasons for the warning and then provides a written disciplinary notice to the employee of the action required to correct the unsatisfactory performance, the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.

**Disciplinary Probation.** A disciplinary probation may be imposed by the appropriate Vice President or designee for a period of up to six (6) months, but may be extended to a total of one (1) year, during which time the employee's performance must improve. A corrective action plan including the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve shall be included in the written disciplinary notice.

- i) Employees on disciplinary probation shall not be promoted or granted merit pay increases.

- ii) Employees granted leave while serving disciplinary probation may have their probation extended by the number of days absent on leave.
- iii) Employees may be removed from disciplinary probation by a written notice of the appropriate Vice President or designee.

**Disciplinary Suspension Without Pay.** A period of suspension imposed by the President shall be without pay and shall not exceed five (5) working days. The disciplinary notice informing the employee of suspension shall be dated and include the reason for the suspension, the number of days of the suspension, time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.

- i) The employee's service date shall be adjusted by the number of calendar days absent during a suspension.
- ii) Employees on suspension shall not be granted paid leave during the suspension period.

**Demotion.** A President may demote an employee to a class of a lower salary grade as a disciplinary action. The employee's duties shall be changed to reflect the new classification. Upon demoting an employee for disciplinary reasons, a President shall reduce the employee's salary a minimum of five percent (5%) and the salary may not be above the Maximum Rate of the new salary grade. However, demoted employees' salaries may be reduced no lower than the minimum salary of the new salary grade. The written notice regarding the demotion time shall specify the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.

**Dismissal.** Dismissal is removal from employment for failure to respond to previous disciplinary actions or when extreme circumstances render any preceding steps unnecessary or inappropriate.

Upon receipt of a supervisor's and/or Vice President's recommendation to dismiss an employee, the President shall inform the employee, in writing, of a time at which the employee may present to the President or designee, any facts, material, or evidence regarding the employee's potential dismissal. Failure by the employee to appear shall constitute a waiver by the employee of the aforementioned meeting. The employee may be represented by a third party at the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the employee is unable to attend unless both the President and the employee mutually agree to another time, date, and/or place.

Within five (5) work days following the meeting, the President shall provide the employee a copy of their recommendations regarding the dismissal. The five (5) day period may be extended upon agreement between the President and the employee. A copy of the President's recommendation shall be forwarded to the employee and the Chancellor. If the President recommends that the employee be dismissed, the written notice shall inform the

employee that they may request a hearing before a hearing officer by submitting a written request to the President within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the President shall refer the proposed dismissal to a hearing officer for a hearing and recommendation. The hearing officer will be appointed by the President.

The hearing officer will then establish the date, time and place for the hearing and so inform the employee and the President. The hearing officer shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The hearing officer will arrange for the hearing to be recorded. The employee shall have the right to attend all evidentiary proceedings, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant evidence with respect to the statement of reasons for dismissal. The employee shall also have the right to be represented by an attorney at the employee's expense. Any party who wishes to use a court reporter to take a verbatim transcript may do so at party's own expense. The hearing officer shall adopt rules to be followed which ensure substantive and procedural due process including prior notice of witnesses to be called and documents to be offered in evidence at the hearing, no documents or witnesses not so listed shall be heard, except for the purpose of rebutting oral testimony of the other party or for other justifiable cause found to exist. The hearing officer may admit probative evidence as well as exclude incompetent or repetitive evidence.

The hearing shall be conducted within twenty (20) working days of the request for a hearing. The hearing officer shall render its written recommendation along with a complete recording of the hearing to the employee and the President within ten (10) working days after the hearing is closed.

Within ten (10) working days after receiving the recommendation from the hearing officer, the President shall render a decision in writing to the employee. If the President rejects the recommendations of the hearing officer, the President shall state reasons for doing so, in writing, to the employee.

If the employee is not satisfied with the decision of the President, the employee may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision. The Chancellor shall render a written decision regarding the dismissal within twenty (20) working days. The decision of the Chancellor, on behalf of the Board, will be final.

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

If the Chancellor recommends dismissal for an employee in the System Office, the employee may request a hearing before a hearing officer by submitting a written request to

the Board Chair within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the Board shall appoint a hearing officer to conduct a hearing and submit findings of facts and recommendations to the Board for a vote on the dismissal decision. The Board's decision will be final.

## **DRUG AND ALCOHOL TESTING**

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board shall be responsible to pay for the costs of any such tests. Employees, who may be required under federal law or regulations to submit to random drug and alcohol testing, will be notified of the general testing requirements in writing in advance.

## **GRIEVANCE PROCEDURE**

All regularly employed full-time employees (at least .75 FTE) have grievance rights. Applicants, temporary employees, probationary, part-time employees (less than .75 FTE) and employees located in the NSCS Office do not have grievance rights under this policy.

Employees who are aggrieved as a result of a violation of policies or other terms and conditions of employment may file a grievance. Presidents and the Chancellor, as appropriate, shall ensure that every possible effort is made to resolve grievances at the College and System Office levels.

The Board has final authority to determine whether or not an issue is grievable and may elect to hear any issue at its discretion. Issues determined to be non-grievable are subject to summary dismissal. The following issues, when done in compliance with established law, rule or policy, are examples of non-grievable matters: performance evaluations; employment appointments including promotions to positions; leave of absence decisions; salary allocations; and, position classification. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

**Steps.** A grievance will be processed in the following manner:

**Step 1.** The employee will discuss the grievance with their immediate supervisor in an attempt to settle the grievance.

**Step 2.** If the grievance is not settled in Step 1, the employee may file a written grievance with the Human Resources Director within no more than fifteen (15) working days after the employee has knowledge or should have had knowledge of the facts giving rise to the grievance. The written grievance shall be recorded on the designated form. When reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance, the act(s) of commission or omission, relevant date(s) if known, the identity of individual(s) alleged to have caused the grievance, the rule or policy that was misinterpreted or misapplied and the relief requested.

Upon receipt of the written grievance and prior to issuance of a written response, the Human Resources Director and the appropriate Vice President shall meet and confer with the employee in an attempt to resolve the grievance. The Vice President shall provide a written response to the employee within ten (10) working days of the date the grievance was filed. If a written response is not received within ten (10) working days, the employee may proceed to Step 3.

**Step 3.** If the grievance is not settled in Step 2, the employee may appeal to the President within ten (10) working days of the receipt of the written response in Step 2, by filing the written grievance form and all prior written responses with the President.

At the employee's request, the President will conduct a conference with the employee in an attempt to resolve the grievance.

Within ten (10) working days of receipt of the written grievance form and all prior written responses, the President will render a written decision to the employee.

**Step 4.** If the grievance is not settled in Step 3, the employee may appeal to the Chancellor, within ten (10) working days of the receipt of the written response in Step 3 by filing the written grievance form and all prior written responses with the Chancellor.

The Chancellor shall notify the employee of their final decision, within twenty (20) working days after receipt of the written grievance form, all prior written responses and any additional information the employee wishes to have considered.

Time Limits. Failure of the Board in any step to render a decision to the employee with the maximum time limits shall automatically allow the employee to proceed to the next step. Failure of the employee to proceed to the next step within maximum time limit shall be considered as termination of the grievance.

## **HOLIDAY SCHEDULE**

Thirteen (13) paid holidays are provided each year. Additional holidays may be scheduled at the discretion of the President or Chancellor to match state and federal holiday observances. In order for an employee to be eligible for holiday pay the employee must work their scheduled work day before and after the holiday or be authorized to use paid or unpaid leave on the day before and after the holiday. Part-time employees shall receive paid holiday time on a pro-rated basis.

## **LAYOFFS**

The President or Chancellor, as appropriate, decides when a layoff is necessary, and which employees, positions, and geographic locations will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision.

Employees to be laid off shall be given as much notice as possible, but at least fifteen (15) working days' written notice if employed full-time (at least .75 FTE) and ten (10) working days' written notice if employed part-time (less than .75 FTE).

## **LEAVE**

### **Bereavement Leave**

At the discretion of the immediate supervisor, up to six (6) days of paid bereavement leave, per fiscal year may be granted to employees. No employee shall be unreasonably denied the use of vacation leave when such additional time is required to settle personal matters related to a death in the immediate family. Generally, bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future.

### **Civil Duty Leave**

An absence with pay will be granted an employee for jury service or election service during the actual period of service, and the employee will retain fees paid as a juror or election worker; provided that the employee calls their supervisor to determine whether they should report for work upon being released from jury duty or election service on any day prior to the end of their regular shift.

Absence with pay may be granted for an employee who is subpoenaed as a witness during the actual period of such service; provided that the absence is limited to that period the employee is actually compelled to be present at court, having made reasonable efforts to arrange with the subpoenaing party that the attendance would be so limited. Copies of summons and subpoenas should be provided to the Human Resource Office in advance of the absence.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

### **Crisis Leave Sharing Program**

(a) Employees may contribute accrued vacation leave, accrued sick leave or compensatory hours to benefit another employee at the same College who is suffering from a catastrophic illness, who is unable to report to work due to pandemic quarantine measures or who is a new parent. Vacation leave, sick leave or compensatory hours may be donated in no less than one (1) day increments. Hours donated but not used will be maintained in a crisis leave sharing pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College.

(b) New Parents. Within the first twelve (12) months following the birth or adoption of a child, an employee may request up to thirty (30) workdays of crisis leave donations. For employees eligible for FMLA, crisis leave donations shall count against the twelve (12) weeks of FMLA leave.



Donations are not for intermittent use; donations may be used for up to thirty (30) consecutive workdays.

The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety (90) days in a twelve (12) month period. To be eligible to receive donated leave, an employee must have exhausted all paid leave. The crisis leave sharing program will permit salary and health insurance continuation for those employees receiving shared leave.

The maximum number of hours for each College crisis leave pool is 7,500 donated hours.

Details of this program are available at the Human Resource Office.

Employees located in the NSCS Office may contribute accrued vacation leave, accrued sick leave or compensatory hours to benefit another employee in the NSCS Office under the same terms and conditions listed above.

### **Emergency Volunteer Leave**

Employees who volunteer as a first responder, firefighter and/or emergency medical personnel shall be excused from work without loss of pay for up to twenty-five (25) hours per calendar year to respond to local emergency calls.

### **Family and Medical Leave**

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

- 1) for the birth of a child, or the placement of a child with the employee for adoption or for foster care (leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement);
- 2) to care for a spouse, child, parents, grandparents, or persons bearing the same relationship to the employee's spouse with a serious health condition;
- 3) for the employee's own serious health condition;
- 4) for any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.

**Note:** “Child” shall mean biological, adopted or foster child, a stepchild, a legal ward, or child of a person standing in loco parentis.

Serious Health Condition. A serious health condition is defined to include:

- 1) An illness, injury, impairment, or physical or mental condition that involves either inpatient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for more than three (3) consecutive days.
- 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
- 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
- 4) Any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if unrelated, e.g., cancer (chemotherapy), kidney disease, (dialysis).

Use of Paid Leave. Accrued sick, vacation and compensatory time (paid leave) must be used before unpaid FMLA leave begins. Leave shall not accrue while on unpaid family and medical leave.

Requests. Requests for family and medical leave must be submitted to Human Resources for approval. Appropriate medical certification or documentation may be required. Requests in the NSCS Office should be submitted to the Chancellor.

Notice. To the extent possible, thirty (30) days’ notice will be given by the employee.

Insurance Contributions. The Board agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.

Limitation. In the event two employees are both eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave.

Family Military Leave Act. According to the terms of the Family Military Leave Act (Neb. Rev. Stat. §§55-501 to 507), an eligible employee who is the spouse or parent of a person called to military service lasting one hundred seventy-nine (179) days or longer with the state or United States pursuant to the orders of the Governor or the President shall receive up to thirty (30) work days of unpaid leave. An eligible employee must have been employed for at least one thousand two hundred fifty (1,250) hours during a twelve (12) month period immediately preceding the commencement of leave.

The employee shall give at least fourteen (14) days' notice of the intended date upon which the family military leave will commence, if leave will consist of five (5) or more consecutive work days. Employees taking family military leave for less than five (5) consecutive days shall give the Employer advanced notice as is practicable. The employee shall consult with the Employer to schedule the leave so as not to unduly disrupt College operations. The Employer may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested. For benefit purposes, employees taking Family Military Leave will be treated the same as other employees taking unpaid Family Medical Leave.

National Defense Authorization Act. An employee who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act.

### **Inclement Weather/College Closure Leave**

When inclement weather causes College classes to be canceled, all employees, other than those required to report to work to provide emergency or other essential services, will be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the employee's supervisor. Time spent on Inclement Weather Leave will be charged against the employee's vacation or compensatory leave balance or time can be made up within thirty (30) working days at the request of the employee, which request shall not unreasonably be denied. When the President declares the College closed, absences will not be charged against employee leave balances. Employees required to report to work to provide emergency or other essential services as determined by the President will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and the employee. The Chancellor is authorized to make inclement weather leave decisions for employees located in the System Office.

### **Sick Leave**

Accrual. Full-time employees (1.0 FTE) shall accrue paid sick leave as follows, not to exceed one-thousand four hundred forty (1,440) hours [or one-hundred eighty (180) days] maximum accumulation of unused sick leave. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Accrual of sick leave shall begin the first day of employment.

1-5 years of continuous employment	1 day/month (12 days/year)
6 <sup>th</sup> year of continuous employment	1.1 days/month (13.2 days/year)
7 <sup>th</sup> year of continuous employment	1.2 days/month (14.4 days/year)
8 <sup>th</sup> year of continuous employment	1.3 days/month (15.6 days/year)
9 <sup>th</sup> year of continuous employment	1.4 days/month (16.8 days/year)
10 <sup>th</sup> year of continuous employment and thereafter	1.5 days/month (18 days/year)

Optional Sick Leave Payout. Employees hired prior to 7-1-1993 will have an option to be paid for twelve (12) days of their accumulated sick leave balance. This one-time payout would be paid on 7-31-23, as part of monthly payroll. In order to receive the payout, a written request from the employee must be submitted to the Human Resources office no later than 7-7-23.

Reasons to Use Sick Leave. Sick leave is available when an employee is ill or injured to the extent of being unable to work. Sick leave may be taken for absences made necessary for medical appointments or by reason of illness, injury, or disability, including temporary illnesses caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, by exposure to contagious disease which may endanger the employee or public health, or by illness in the immediate family making it necessary that the employee be absent from their duties. Sick leave is not intended as any earned time off with pay, and will not be granted as such. The term "immediate family" as used in this section will be defined to include the spouse, parents, grandparents, children, stepchildren, grandchildren, legal wards, brothers, and sisters, or persons bearing the same relationship to the employee's spouse.

Transfer. An employee who is transferred within the NSCS shall have their accrued sick leave transferred to the receiving College or System Office. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the receiving College or System Office at the discretion of the receiving President or Chancellor. Employees transferring may also be given credit for previous employment in Nebraska State Government or the University of Nebraska for purposes of accruing sick leave at an advanced rate at the discretion of the receiving President or Chancellor. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the new employer at the discretion of the new employer.

Employees Returning Within One (1) Year. An employee who separates (other than for disciplinary reasons) from employment and returns to employment within one (1) year from the date of termination shall have their service for sick leave computed by combining prior continuous service with current continuous service disregarding such period of absence and shall have reinstated to their sick leave account all earned sick leave not used at the time of departure.

Employees Returning After One (1) Year. An employee who returns to employment after one (1) year or longer or who retired or voluntarily separated in lieu of retirement shall be considered a new employee (i.e., a new hire) for the purpose of sick leave entitlement.

No Compensation for Unused Sick Leave, Except for Retirement or Death. All sick leaves will expire on the date of separation from employment and no employee will be reimbursed for sick leave outstanding at the time of termination, except in the case of retirement or death.

Compensation at time of Retirement or Death. Employees who are eligible for retirement in the NSCS will, upon termination of employment by reason of retirement, be entitled to a one-time payment of one-fourth (1/4) of their accumulated unused sick leave, with the rate of payment based upon their regular pay at the time of retirement. Upon the death of an employee, one-fourth (1/4) of their accumulated unused sick leave, with the rate of payment based upon the employee's regular pay at the date of death will be paid per Board Policy 5030.

Advancing Sick Leave. The President may advance sick leave in an amount not to exceed a total of forty (40) hours. Sick leave earned thereafter will be applied toward the negative sick leave balance until the amount advanced has been fully reimbursed. Upon separation from employment, employees who have been advanced sick leave and have not yet paid it back, shall reimburse the Board for all advanced and unreimbursed sick leave. The Board is authorized to deduct such amount from the employee's final pay. The Chancellor may advance sick leave to employees located in the System Office.

## **Vacation Leave**

Accrual. Full time employees (1.0 FTE) shall accrue paid vacation leave as follows. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Applicable accrual rates for paid vacation leave after the first two (2) years of employment, up to a maximum accumulation of two hundred eighty (280) hours, are as follows:

1-5 years of continuous employment	15 days
6th year of continuous employment	16 days
7th year of continuous employment	17 days
8th year of continuous employment	18 days
9th year of continuous employment	19 days
10th year of continuous employment	20 days
11th year of continuous employment	21 days
12th year of continuous employment	22 days
13th year of continuous employment	23 days
14th year of continuous employment	24 days
15 <sup>th</sup> year of continuous employment and thereafter	25 days
Maximum Accumulation	35 days or 280 hours

Accrual of vacation leave shall begin the first day of employment. At no point in time will an employee be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty-five (35) days] accumulation limit.

Reasons to Use Vacation Leave. Employees can request to use vacation leave for whatever purpose they choose.

Transfer. An employee who is transferred within the NSCS will have their accrued vacation leave transferred to the receiving College or System Office. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the receiving College or System Office at the discretion of the receiving President or Chancellor. Employees transferring may also be given credit for previous employment in Nebraska State Government or the University of Nebraska for purposes of accruing vacation leave at an advanced rate at the discretion of the receiving President or Chancellor. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the new employer at the discretion of the new employer.

Employees Returning Within One (1) Year. An employee who has separated from employment for any reason other than disciplinary and who returns to employment within one (1) year from the date of separation will have their service for vacation leave accrual computed by combining prior continuous service with current continuous disregarding the period of absence.

Compensation for Unused Vacation Leave. Employees upon retirement or separation from employment, will be paid for unused accumulated vacation leave. Upon the death of an employee, unused accumulated vacation leave will be paid per Board Policy 5030. Payment rates will be based on the regular rate of pay at the time of retirement, separation or death.

Approval to Use Vacation Leave. Approval of employee requests with reasonable and adequate notice for consecutive days of accumulated vacation leave will be subject to the needs of the Board but will not be unreasonably denied.

Transfer Employee. An employee who is transferred within the NSCS will have their accrued vacation leave transferred.

Advancing Vacation Leave. The President may advance vacation leave in an amount not to exceed a total of forty (40) hours. Vacation time earned thereafter will be applied to the negative vacation balance until the advanced amount has been fully reimbursed. Upon separation from employment, employees who have been advanced vacation leave and have not yet paid it back, shall reimburse the Board for all advanced and unreimbursed vacation leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance vacation leave to employees located in the System Office.

## **PAY**

Annual pay increases shall only be provided to employees with satisfactory or better performance evaluation reports.

Salary base increases may be paid upon the completion of each academic degree earned after the commencement of employment. Base salary increases will be awarded only on July 1<sup>st</sup> following completion of the degree program. Official transcripts or other appropriate documentation from the awarding institution must be provided to the Human Resource Office prior to July 1<sup>st</sup> in order to receive the salary increase. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office.

Salary base increases may be paid upon the completion of each certification program approved by the immediate supervisor in writing that relates to the employee's position and better qualifies the employee to perform assigned tasks. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office. After providing the salary increase, the Board has the right to continue to require the employee to maintain a current certificate without further compensation.

An employee assigned by a supervisor to perform the duties of a position in a classification higher than the classification currently held by the employee may receive a temporary pay increase at the

discretion of the President, or Chancellor for employees in the System Office.

## **PERFORMANCE EVALUATION**

The President is responsible for determining how and when the performance of employees will be evaluated at the College. The Chancellor is responsible for determining how and when the performance of employees will be evaluated at the NSCS Office.

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

## **PROBATION PERIOD**

New employees shall be required to complete a probation period of six (6) months from the date of hire and shall be so notified. Employees who have successfully completed their probation period and thereafter transfer to another position in another classification series or who are permitted to transfer to another College may be required, with sufficient written notice, to satisfy another probation period in the new position. Employees who are rehired after a separation in employment may be required, with written notice at the time of rehire, to satisfy another probation period in the new position.

Extensions. A probationary employee may have the probation period extended for up to an additional six (6) months for reasons of performance, transfer, promotion or leave of absence, at the discretion of the immediate supervisor. The notice of extension will be in writing and will include the specific period of extension. In case of extension for performance reasons the employee will be provided specific performance improvement requirements.

Discharge. Employees may be discharged at any time during the probation period with or without cause. The President or Chancellor will notify the employee in writing of the date the discharge is effective.

## **RESIGNATION**

To resign in good standing, written notice must be given to the campus President or Chancellor, as appropriate, at least ten (10) working days before separation, unless the President or Chancellor agrees to a shorter period.

## **RETIREMENT PROGRAMS**

Voluntary Retirement Settlement Program. Eligible full-time employees (at least .75 FTE) who elect to surrender their right to continued employment and retire on June 30, 2024, shall in exchange for the surrender of such right, receive a financial settlement incentive of twenty-five percent (25%) of their final year base salary with payment to be made in twelve (12) equal monthly installments following termination of employment. An eligible employee must be fifty-five (55) years of age with ten (10) or more years of consecutive service within the NSCS and must provide

six (6) months of advanced written notice. Part-time employees (less than .75 FTE) shall not be eligible for this program. The six (6) months advanced written notice can be waived at the discretion of the Board.

In addition, the employee will be permitted to remain in the group medical and dental insurance plan offered retirees by Blue Cross/Blue Shield at the time of the employee's retirement. The Board will pay the full cost of such coverage, which includes both the cost the employee would pay if still employed and the cost that the Board pays for such coverage as the employer. Coverage payments will continue for a period of twelve (12) months following retirement. Any COBRA benefits remaining will be available following cessation of the coverage payments. COBRA benefits are not available if the employee elects to enroll in the Direct Bill program.

If the retired employee reaches the age of sixty-five years (65) at any time during the twelve (12) month period of payout, at which time eligibility to participate in the BC/BS retiree plan ceases, the Board will pay an amount equivalent to the full-cost of the NSEA Medicare Supplemental Plan that the employee selects for the payout period remaining.

If death occurs during the payout period, the employee's beneficiaries or estate will receive any remaining incentive payments due under the terms of this program. The medical and dental benefit will terminate upon the date of death.

No employee will be coerced into participating in this Voluntary Retirement Settlement Program, or have their employment terminated for the purpose of preventing them from becoming eligible to participate.

The Program is intended to be operative through the time period indicated with salary payments and insurance coverage available only during the fiscal year following retirement.

Early Retirement Incentive Program. The Program is designed to encourage the early retirement of eligible full-time (at least .75 FTE) employees by offering an incentive to retire in the form of paid premiums in the group medical and dental health insurance program offered retirees by Blue Cross Blue Shield at the time of the eligible employees' retirement. The payment of premium will continue until the retired employee becomes eligible for coverage under the Federal Medicare program, at which time the paid premiums shall cease. Full-time employees who have completed at least ten (10) years of continuous service within the NSCS, and who are sixty (60) years of age or older are eligible to participate in this program upon providing six (6) months of advanced written notice. The six (6) months advanced written notice can be waived at the discretion of the Board. The employee shall be responsible for membership fees required by NSEA. Part-time employees (less than .75 FTE) shall not be eligible for this program. In order to be eligible for this program, the employee has to meet the five (5) year Educator's Health Alliance continuous coverage requirement. If death occurs during the coverage period, the medical and dental benefit will terminate upon the date of death.

## **TUITION PROGRAMS**

Only full-time (at least .75 FTE) employees are eligible for the following programs. These



programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status. To receive the tuition benefit, employees and immediate family (if applicable) must submit and have approved a tuition remission/waiver request form no later than the tuition payment due date for that term. Benefits will not be provided retroactively for previously ended terms.

Tuition Remission. A sixty-seven percent (67%) tuition remission will be available for employees and immediate family (spouse and children who are twenty-four [24] years of age or younger) members of employees who enroll at a Nebraska State College on a space available basis. The remission does not apply to fees. Although online courses have a single rate, a portion of the rate consists of fees. The remission provided for online courses will be sixty-seven percent (67%) of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following conditions:

- a) The employee or immediate family member must be admitted as a student of the College and must have met all normal academic requirements for the courses taken.

Employee Tuition Waiver. Employees will be eligible to enroll for credit in course offerings during non-work hours for one dollar (\$1.00) per course on a space available basis. Enrollment and tuition waiver under this provision will be limited to one (1) course of not more than four (4) credit hours each fall and spring semester, and one (1) summer term. One dollar (\$1.00) covers the cost of tuition for purposes of this waiver program and the one dollar (\$1.00) charge is non-refundable. Any mandatory or applicable fees which are charged with the course enrollment must be paid for by the employee. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course beyond one dollar (\$1.00). Waivers are subject to the following conditions:

- a) Employees must be admitted as students of the College and must have met all normal academic requirements for the courses taken.
- b) An employee's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment.

Limitation. An employee may not enroll in courses under the two programs described above simultaneously during the same semester. Only one (1) tuition waiver course may be taken per semester by an employee. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment and professional development courses. To receive the tuition benefit, employees must submit and have approved a tuition remission/waiver request form no later than the tuition payment due date for that term. Benefits will not be provided retroactively.

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