

Labor Contract Between

The State of Nebraska

and

The Teachers Bargaining Unit

Represented by

**The State Code Agencies Teachers Association
(SCATA)**

July 1, 2009 through June 30, 2011

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ARTICLE 1 - PREAMBLE

- 1.1 This AGREEMENT is made and entered at Lincoln, Nebraska, by and between the State of Nebraska (hereinafter referred to as the Employer) and the State Code Agency Teachers' Association (hereinafter referred to as the Association).
- 1.2 This agreement shall constitute the full and complete commitments between the parties and may be altered only through the mutual consent of the parties in written and signed amendments to this agreement. The parties will receive copies of any changes made pursuant to this provision.
- 1.3 This agreement shall supersede any rules, regulations, or practices of the Employer including merit raises which shall be contrary to or inconsistent with the terms of this agreement. The provisions of this agreement shall be incorporated into and be considered part of the established policies of each facility.
- 1.4 If any provision of this agreement or any application of this agreement to any teacher or group of teachers shall be found contrary to law or applicable regulation, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

ARTICLE 2 - RECOGNITION

- 2.1 The State of Nebraska (herein referred to as the Employer) recognizes the State Code Agency Teachers Association (hereinafter referred to as the Association) as the exclusive and sole collective bargaining agent for all teachers other than temporary in agencies defined by CIR Order 691 in 1987.
- 2.2 Teachers shall mean all employees other than temporary who are occupying positions which require a teaching certificate.

ARTICLE 3 - TEACHER RIGHTS

- 3.1 Nothing contained in this agreement shall be construed to deny any teacher, employed by a particular state agency, those rights provided under applicable Nebraska or Federal law. Rights granted to teachers herein shall be deemed to be in addition to those provided above unless said rights are legally modified or amended by this agreement.
- 3.2 No permanent teacher will be disciplined, reprimanded, have compensation reduced or withheld or be deprived of any professional advantage without just cause pursuant to the Classified System Personnel Rules and Regulations, or in accordance with agency policy and procedure governing discipline. Any suspension of a teacher, pending investigation and disposition of the case, shall be with pay. Such action shall be subject to the grievance procedure herein set forth, and said action may be upheld, modified or reversed (including back pay provisions as required) as a result of said grievance.

- 3.3 Neither the Employer or its agents nor the Association or its agents will discriminate against any teacher with respect to terms and conditions of employment by reason of their membership in the Association and its affiliates, their participation in collective bargaining, or the institution of a grievance under the terms of this agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 It is understood and agreed that the Employer possesses the right to operate and direct the employees of the State and its various agencies to the extent that such rights do not violate its legal authority, and to the extent such rights are not modified by this Contract. These rights include, but are not limited to:
- 4.1.1 The right to determine, effectuate and implement the State's budget, mission, goals, and objectives.
 - 4.1.2 The right to manage and supervise all operations and functions of the State.
 - 4.1.3 The right to establish, allocate, schedule, assign, modify, change and discontinue Agency operations, work shifts, and working hours.
 - 4.1.4 The right to establish, allocate, assign, or modify an employee's duties and responsibilities. Management agrees to give employees a minimum of five (5) days notice of changes except in emergency situations.
 - 4.1.5 The right to hire, train, assign, and retain employees; suspend, discharge or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds, or the employee's inability to physically perform his/her assigned duties after the Employer has attempted to accommodate the employee's disability.
 - 4.1.6 The right to increase, reduce, change, modify and alter the composition and size of the work force.
 - 4.1.7 The right to determine, and implement policies for the selection, training, and assignment of employees.
 - 4.1.8 The right to create, establish, change, modify and discontinue any State function, operation or division.
 - 4.1.9 The right to establish, implement, modify and change financial policies, accounting procedures, contract for goods and/or services, public relations and procedures and policies for the safety, health and protection of property, personnel or client interests.
 - 4.1.10 The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures or policies.
 - 4.1.11 The right to determine and enforce employee performance standards.
 - 4.1.12 The right to introduce new or improved methods, equipment, technology or facilities.

ARTICLE 5 - ASSOCIATION RIGHTS

- 5.1 Upon receipt of a voluntary written individual authorization order from any of its employees covered by this Contract on forms provided by the Association, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Association.
- 5.2 Such order shall be effective only as to membership dues becoming due after the delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover the deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such exact amount to be withheld and shall begin within the next payroll cycle.
- 5.3 Such dues deductions shall be terminable after written notice to the Employer and the Association. The Employer shall terminate the payroll dues deduction within the next payroll cycle.
- 5.4 Representatives of the Association and its affiliates may, upon approval of their immediate supervisor, be allowed to conduct Association business on school property during non-work time, providing that such business does not cause interruption of the school program or other programs. The Association may be allowed the use of the school buildings for meetings. Such use shall not be unreasonably denied.
- 5.5 Reasonable space will be made available to the Association on existing bulletin boards customarily used for the posting of general personnel or employment information to the members of the unit.
- 5.6 Material to be placed on the bulletin boards shall be limited to notices of the Association's recreational, educational and social affairs; Association correspondence and documents, whose content is not libelous, editorial or interfering in nature with institutional policy and procedure, notices of Association elections, appointments and results of Association elections and notices of Association meetings.
- 5.7 All notices other than those listed above shall be presented to the Facility Head or his/her designated representative for approval. Such notices, if approved, shall indicate both posting and removal dates. The Association will be responsible for posting and removal of all Association notices.
- 5.8 The Association shall be allowed reasonable use of school equipment, providing the Association furnishes expendable supplies consumed during such use, and that such use does not cause undue interruption of the school program.
- 5.9 The Association shall be allowed to make reasonable use of the school's communication system provided such use does not cause undue interruption of the school program. Association written communications, i.e., mail, phone, computer, etc., will not be monitored and be treated as private and confidential when marked as such.
- 5.10 SCATA shall have paid leave for the purpose of allowing members to attend bargaining and bargaining caucus.

ARTICLE 6 - TERMS OF EMPLOYMENT

- 6.1 The term of this contract shall be July 1, 2009 through June 30, 2011.
- 6.2 Teachers covered by this labor contract shall be on a probationary period during the first two years of employment and may be terminated during the probationary period without cause per Neb. Rev. Stat. Sec. 79-845.
- 6.3 Teachers are responsible to the facility for eight work hours each day between the hours of 7:30 a.m. and 5:00 p.m., except at DCS facilities where teachers are responsible for approximately eight work hours each day between the hours of 7:30 a.m. and 9:00 p.m. Teachers shall be required to be at the facility for a minimum of seven and one-half hours per day, except at BSDC, HRC, LRC, and DCS facilities, where teachers shall be responsible for being present at the facility for forty work hours each week.
- 6.3.1 For bargaining unit teachers, any time that Management requires the teacher to work outside of the 7:30 a.m. - 5:00 p.m. workday, or scheduled workday for LRC, BSDC, or HRC teachers, or any time worked on non-contract days will be compensated in time off at the rate of one hour for each hour worked. For bargaining unit teachers in DCS facilities, any time that Management requires the teacher to work outside of the 7:30 a.m. - 9:00 p.m. workday, or scheduled workday for DCS teachers, or any time worked on non-contract days will be compensated in time off at the rate of one hour for each hour worked.
- 6.3.2 Use of compensatory time will be at the time requested by the teacher subject to the approval of the teacher's immediate supervisor. Requests shall not be unreasonably denied.
- 6.3.3 Teachers required to be on-call, shall be compensated at the rate of \$1.25 per hour for each hour spent in such on-call status.
- 6.3.4 At YRTC Kearney, prior to an increase being made in the time teachers are in contact with students in the classroom, a labor-management committee, consisting of three Union representatives and three Employer representatives, will be convened. The labor-management committee, after discussing the issues involved, will make a recommendation to the Department of Health and Human Services, concerning the increase in classroom student contact time. The Department of Health and Human Services shall give the recommendation serious consideration, in making a decision, but shall not be required to implement the recommendation.
- 6.4 Each teacher shall be provided a minimum 30 minute, duty free lunch period, and at DCS facilities, the evening meal period shall be available between 3:45 p.m. and 6:30 p.m.
- 6.5 The normal workweek for bargaining unit teachers shall be 5 days, Monday through Friday.

- 6.6 The annual employment period shall be 188 days for teachers employed at YRTC-Kearney; 185 days for teachers employed at YRTC-Geneva; 188 days for teachers employed at LRC; 188 days for teachers employed at HRC; 224 days for teachers employed at BSDC; and 222 days for teachers employed at NCCW, OCC, NSP, LCC, TSCI, and WEC. Designated teachers at DCS facilities and all teachers at NCYF shall be employed for 234 days. Within the above contract days at YRTC-Kearney, YRTC-Geneva, BSDC, HRC, and LRC shall be at least six non-student contact days per year with at least one-half day at the end of each grading period with no mandatory training during these one-half days, as part of the school calendar.
- 6.7 Teachers employed beyond the basic 185 day annual employment period shall receive salary and leaves as defined elsewhere in this agreement on a pro rata basis. All prorated leaves shall be rounded to the nearest day.
- 6.8 Optional extended employment to teach in the summer programs may be offered to teachers employed for the regular school year. Bargaining unit teachers shall be notified of Management's decision concerning extended summer employment by March 1st of each year. Those bargaining unit teachers not offered summer employment shall be provided the opportunity, upon request, for consultation with the appropriate administrator. Such consultation shall include justification for Management's decision. Such decisions shall not be based on Management's ability to hire non-bargaining unit teachers at a lesser rate.
- 6.9 All bargaining unit classroom teachers shall be provided a minimum of one (1) continuous instructional period per day without students for the purpose of planning and preparation. Teachers, unless at DCS, shall not be required to attend mandatory training during this planning period, more than once per month.
- 6.10 The Employer acknowledges that a teacher's primary responsibility is to teach per Neb. Revised State Statute 79-101.
- 6.11 Each teacher agrees to be governed by the policies of the Employer, that are not addressed in the negotiated agreement and that the teaching duties to be performed under this contract shall be subject to assignment by their immediate supervisor. Such duties shall not preclude the occasional assignment of nonteaching related duties which involve supervising youth or adults.
- 6.12 Discipline of teachers for just cause will be in accordance with the provisions of the Classified System Personnel Rules and Regulations or in accordance with agency policy and procedure governing discipline. Evaluations used to justify termination for just cause shall be only those conducted by individuals who hold the appropriate administrative and supervisory certificate issued by the State.
- 6.13 At least 90 calendar days before the end of the individual contract period, each teacher shall be notified in writing that the Employer is considering nonrenewal of his/her contract, or provided a letter of intent to continue employment. Any teacher offered a letter of intent to continue employment shall respond within 15 working days of receipt of the letter. Failure to respond within the specified fifteen workdays shall constitute rejection of the renewal offer.

- 6.14 Termination of a teacher's contract for any reason shall result in that amount of compensation being paid which bears the same ratio to the annual salary herein specified as the number of days worked bears to the annual employment period.
- 6.15 Deductions from pay for absences from work for which no paid leave is provided shall be at the rate of one divided by the number of school calendar days of the annual salary per each day of such absence.
- 6.16 There shall be no penalty for release or resignation by said teacher from their individual contract, providing that said resignation shall not become effective until the close of the contract period unless an earlier release is accepted by the Employer. Resignations for the subsequent contract year shall be accepted up to six weeks prior to the beginning of the new school year and may be accepted by the Employer after May 15th at the Employer's discretion.
- 6.17 The Employer may require a teacher to take a physical examination, tests or other proofs of physical and/or mental fitness when the Employer has reasonable cause to believe that such examinations and/or tests are necessary to determine physical or mental incapacity. The Employer reserves the right to develop and implement alcohol and drug testing programs. The Employer shall schedule and pay for all such required examinations and/or tests. The results of said examinations and/or tests will not be released to any outside agencies or persons without permission of the employee unless required by law or licensure.
- 6.18 The Association and Employer recognize the unique characteristics of the clientele served and in the interest of the student's needs, the Employer shall make a good faith effort to hold academic classes to a practical and effective size.
- 6.19 A good faith effort will be made to secure a regular substitute before a regular teacher is asked to serve as a substitute. Aides shall not be assigned teaching duties as per applicable state law and regulations. Teachers will be allowed to substitute teach for the regular substitute teacher rate. The Employer will be allowed to offer the teacher their daily rate for substitute teaching if a substitute cannot be obtained for the substitute rate. Substitute teachers, teaching at DCS facilities, shall be pre-approved by DCS.
- 6.20 Teachers may use the school facilities during nonscheduled work hours for such teaching/job related purposes which may include grading papers, preparing tests, setting up audiovisual equipment, use of computer, recreational activities (as allowed other staff), etc. Such use of school facilities is not computed as compensable time.
- 6.21 **Part-Time Employees.** Teachers who are employed on a permanent basis at any percentage less than 100% will be paid and accrue all eligible benefits and conditions of employment as set forth in this agreement prorated to equal their employment percentage.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 **General Purpose.** Teachers may file a grievance when they believe that there has been a misinterpretation or misapplication of the terms of this agreement. The underlying principle of this grievance procedure is to ensure fair and equitable treatment to bargaining unit employees.
- 7.2 Definition of Grievance: Any written claim or claims by a bargaining unit teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of the terms of this agreement. The grievance must be signed by all aggrieving teachers.
- 7.3 Definition of Grievant: Bargaining unit teacher or group of teachers making the claim as described in the definition of grievance.
- 7.4 Bargaining unit employees will follow all written and oral directives and perform all assigned duties. Compliance with such directives will not in any way prejudice their right to file a grievance within the time limits contained herein, nor shall it affect the ultimate resolution of the grievance.
- 7.5 The parties agree to use every reasonable means at their disposal to assure every employee the unobstructed use of this grievance procedure without fear of reprisal or prejudice to their employment status.
- 7.6 The number of days indicated at each level shall be considered as a maximum, and every reasonable effort shall be made to expedite the grievance. The time limit specified may, however, be extended by mutual written agreement of the grievant and the Employer.
- 7.7 The failure of the grievant to proceed to the first or subsequent steps of this grievance procedure within the time limits specified shall indicate that the grievant has elected not to file a grievance or has accepted the response previously rendered, and shall constitute a waiver of any future appeal. The failure of the Employer to respond to the grievance within the time limits specified shall permit the grievant to proceed to the next level of the grievance procedure.
- 7.8 All communications concerning the grievance, after being formally submitted shall be in writing. All documents, communications, and records dealing with the processing of a grievance shall be confidential, and shall be filed separately from the personnel files of the participants, unless said material is ordinarily the content of the personnel file.
- 7.9 No settlement shall be made in any grievance which is in conflict with the provisions of this agreement.
- 7.10 All meetings under this Article shall be conducted in private. All hearings conducted pursuant to this Article shall be open to the public unless the hearing authority rules otherwise after a showing of adequate cause.
- 7.11 A grievant may have a representative present at all levels of the grievance procedure.
- 7.12 The grievant may withdraw their grievance at any level of the procedure.

- 7.13 Level One: All grievances must be initiated within fifteen (15) work days of the occurrence, or the date when the employee first became aware of the occurrence. The grievant shall reduce the grievance to writing on the approved form and give or send the original to the decision maker. The decision maker shall provide a written response to the grievance within five (5) work days after receipt of the grievance. Failure of the decision maker to respond within five (5) work days shall cause the grievant to proceed to level two of this procedure. Before the decision maker returns the answer to the grievance at the first step to the employee, he/she shall have the response reviewed by the Chief Executive Officer/Designee of the facility.
- 7.14 Level Two: If a satisfactory resolution of the grievance is not reached in Level One the grievant may file the grievance with the Agency Director within ten (10) work days of receipt of the response at Level One. The Agency Director/Designee shall hold an informal investigatory meeting within ten (10) work days of receipt of the grievance. The meeting shall include all interested parties and be for the purpose of reviewing the grievance. The Agency Director shall issue a written response to the grievance within ten (10) work days of such meeting.
- 7.15 Level Three: If a satisfactory resolution of the grievance is not reached at Level Two the grievant may file the grievance in writing with the State Personnel Board within ten (10) work days of receipt of the written response at Level Two. The State Personnel Board shall conduct a grievance hearing and shall issue a written response to the grievance. Such written response shall be the final administrative decision unless the aggrieved party wishes to seek court action.

ARTICLE 8 - LEAVES FROM DUTY

- 8.1 Teachers shall be eligible for eleven (11) days of paid sick leave per year, cumulative to 180 days. Earned sick leave that has been accumulated by presently employed teachers prior to the date of this agreement shall be retained by that teacher provided that the accumulation shall not exceed 180 days.
- 8.2 Teachers separating their employment and who are eligible for retirement through a State sponsored retirement system or upon death, will receive one-fourth of the accumulated unused sick leave, up to a maximum of 45 days pay (one-fourth of 180 days).
- 8.3 Teachers are entitled to use sick leave under the following situations:
- a. When unable to perform duties because of sickness, injury, or disability.
 - b. When undergoing medical, surgical, dental, and optical examinations or treatments, which the employee is unable to schedule during other than work hours.
 - c. When presence at work would jeopardize the health of others by exposing them to a contagious disease.

- d. When the illness, injury, or disability of an immediate family member requires the employee's presence. Immediate family in this case means spouse, children, siblings, or parents and others bearing the same relationship to the teacher's spouse. At the Agency Head and/or his/her Designee's discretion, the definition of immediate family may be expanded to include other individuals with a similar personal relationship to the employee as that of an immediate family member.
- 8.4 Sick leave shall be taken in at least quarter-hour increments.
- 8.5 Teachers shall notify their immediate supervisor in advance when planning to use sick leave for dental appointments, physical exams, etc. In case of sickness, injury, emergency or any other absence which cannot be approved in advance, the teachers shall advise the immediate supervisor of the circumstances as early as possible.
- 8.6 When a sick leave absence exceeds three (3) consecutive days or when abuse is suspected, employees may be required to submit a substantiating medical certificate.
- 8.7 Teachers who terminate and return to state employment within one (1) year shall retain all accrued sick leave earned prior to termination.
- 8.8 A teacher who is receiving Worker's Compensation for an injury or occupational disease shall have the option of electing to use accumulated unused sick leave to supplement Worker's Compensation up to but not to exceed the regular rate of pay. Teachers electing this option shall earn and be charged sick leave in proportion to the amount of money paid by the State. After all such sick leave has been used, the teacher shall be entitled to compensation authorized by Worker's Compensation.
- 8.10 Up to five (5) contract days of funeral leave shall be granted for each death in the immediate family. Immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, or persons bearing the same relationship to the spouse. At the Agency Head and/or his/her Designee's discretion, the definition of immediate family may be expanded to include other individuals with a similar personal relationship to the employee as that of an immediate family member. This leave shall be up to five consecutive contract days contiguous to the day of the funeral.
- 8.10.1 For funerals of persons not in the immediate family the employee may use accrued sick leave as arranged with the appropriate administrator.
- 8.11 **Civil Leave.** Teachers are eligible for paid civil leave in the following situations:
- a. Being called as a juror or being appointed as a clerk or judge on an election or counting board. Fees paid as the result of such duty shall be retained by the teacher in addition to the paid civil leave. Employees will return to work when not actually serving as a juror on a daily basis.

- b. Being called to perform emergency civilian duty in connection with a natural disaster such as a flood or tornado or in connection with national defense. This shall not be considered the same as leave for military duty in connection with national defense or national disaster.
 - c. Being subpoenaed to appear in court on behalf of the State. In addition to the paid civil leave the teacher shall receive pay for travel and subsistence. Witness fees paid to the teacher shall be returned to the State. A teacher required to appear in court on a personal matter shall be granted leave without pay.
 - d. Voting Time: All employees shall be given up to two hours for the purpose of voting provided the employee does not have sufficient time before or after regular duty hours to vote. The two hours authorized for voting does not apply to those employees who by reasons of their employment must vote by use of an absentee ballot.
 - e. Blood Donations: With prior supervisory approval of absence from work, employees will be allowed up to one hour of paid time while donating blood at Employer sanctioned Community Blood Bank collections. With prior supervisory approval of absence from work, employees will be allowed to flex work schedules while responding to Community Blood Bank emergency appeals in life threatening circumstances. Replenishment of low blood supplies is not considered to be a life threatening circumstance.
- 8.12 **Professional Leave.** A minimum of two (2) days per each contract year, of paid professional leave shall be granted each teacher for attendance at meetings, conferences, or activities which are directly related to the teacher's academic responsibilities and shall not be cumulative. Additional paid professional leave will be at the discretion of the appropriate administrator. If a teacher is required to attend a professional activity by the administration, no deduction for professional leave will be made.
- 8.13 Military leave shall be granted in accordance with applicable federal and state laws.
- 8.14 **Leave of Absence.** Teachers may be granted an unpaid leave of absence of up to one year. No benefits shall accrue during such leave. Accumulated sick leave earned prior to such leave shall be retained by the teacher upon return from such leave. At the end of such leave the teacher shall be reinstated to a same or similar position as vacated. A teacher on such leave, at their discretion, may continue their insurance benefits by paying the full premium for those benefits. Requests for such leave shall be submitted on the proper form to the teacher's immediate supervisor. Notice of approval or disapproval of such leave request shall be provided the teacher within thirty (30) working days of receipt of the request.
- 8.15 **Personal Leave.** Teachers are entitled to three (3) days of paid personal leave per school year which shall not be cumulative. Use of these days will be at the discretion of the teacher. Application for such leave shall be made at least one (1) week in advance, if possible, to the teacher's immediate supervisor. Approval shall not be unreasonably withheld. Personal leave may be used in half hour increments. Teachers who accept a summer school contract shall retain their unused leaves through the life of the summer contract.

8.16 **Educational Opportunities.** Teachers within the Department of Health and Human Services will be afforded the opportunity to further their education in a reasonable manner which does not interfere with the operation of the school programs, or other facility operations. Reasonable manner can include flex time changes and work schedules to accommodate teachers' attendance at class. Such accommodations/requests are subject to prior supervisory approval.

In situations when the above reasonable accommodations cannot be made to a teacher's work schedule at the Department of Health and Human Services, a teacher may request an educational leave of absence, as long as the teacher is enrolled as a full-time student for credited coursework. Length of the educational leave of absence in that case is based on the length of the semester. Educational leave is based on best interests of the State, and is subject to prior supervisory approval. Employees become eligible for an educational leave of absence upon serving two years with the Department of Health and Human Services from last date of hire.

8.17 **Weather Leave.** Teachers are entitled to leave due to inclement weather as provided in the current Governor's policy pertaining to such leave.

8.18 **Non-Contract Days.** At the Department of Health and Human Services where there is year around school, Teachers will be given the opportunity to select use of the 25 non-contract days in the same manner afforded to other Department of Health and Human Services employees requesting vacation leave. At DCS non-contract days shall be pro-rated for teachers who work less or more than 222 days. DCS teachers will be given the opportunity to select use of the non-contract days in accordance with DCS and facility policies. Use of the non-contract days is subject to prior supervisory approval. Such requests shall not be unreasonably denied. Teachers shall be able to carry over five non-contract days per school year which shall not be cumulative. Year around school is school which is taught continuously around the year except for designated holidays and weekends.

8.19 HRC and LRC will hold school year round. Teachers at HRC and LRC will work 188 days during the contract year. The school year will be divided into five segments (Sessions 1-5) consisting of 47 school days. Each teacher will be assigned to work four of the five segments. The determination of which segments a teacher will be assigned to work shall be established by seniority. Management, at its discretion, will include days on which all teachers will be on leave (for example Winter break, Spring Break, etc.). These days do not count toward the 188 contract days.

Teacher Vacation Session Schedule For 2009-2010

Session 1	7-1-09	-	9-4-09
Session 2	9-8-09	-	11-11-09
Session 3	11-12-09	-	2-2-10
Session 4	2-3-10	-	4-15-10
Session 5	4-16-10	-	6-30-10

Teacher Vacation Session Schedule For 2010-2011

Session 1	7-1-10	-	9-7-10
Session 2	9-8-10	-	11-11-10
Session 3	11-12-10	-	2-2-11
Session 4	2-3-11	-	4-15-11
Session 5	4-18-11	-	6-30-11

- 8.20 **Catastrophic Illness Donation.** The provisions of this section are non-grievable. Employees may contribute accrued personal leave to benefit another State employee in the same agency suffering from a catastrophic illness. Personal leave shall be donated in no less than four (4) hour increments. The contributing employee must identify the specific amount of time donated and the name of the recipient of the donated personal leave on forms provided by the Employer for this purpose. Personal leave donated and transferred to another State employee pursuant to this provision shall be irrevocably credited to the recipient's catastrophic leave account.

The recipient cannot use the donated leave until the date the leave is actually donated. The agency shall transfer donated leave to the recipient's account on an as needed basis. However, the agency shall not transfer more than the equivalent of 10 of the recipient's workdays of leave into his/her account at any one time if the employee is paid bi-weekly; and the agency shall not transfer more than the equivalent of 23 of the recipient's workdays of leave into his/her account at any one time if the employee is paid monthly.

Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation. Leave transferred will be converted to a dollar value and then converted to hours based on the recipient's hourly rate e.g., the leave donor's salary is \$6.00 per hour and the recipient's salary is \$12.00 per hour; thus a donor must transfer twice the amount of hours to achieve full conversion. The agency shall not transfer more donations until this amount is exhausted. All donations remaining in the employee's catastrophic illness account when the employee's employment terminates, or when the employee dies, shall be forfeited, and no payout for these forfeited hours shall be made. No more than the equivalent of 1200 hours of donated leave may be received by an employee during a twelve month period.

Eligibility of Recipient:

1. Must be suffering a serious illness or injury resulting in a prolonged absence of at least thirty work days during the past six months (a normal pregnancy does not qualify for Catastrophic Illness Donation).
2. Must produce satisfactory medical verification.
3. Must have completed original probation.
4. Must have exhausted all earned paid leave time including compensatory time off, sick leave and personal leave.
5. Must not have offered anything of value in exchange for the donation.

Eligibility of Donor Employee:

1. Only whole days may be donated.
2. Must not have solicited nor accepted anything of value in exchange for the donation.
3. Must have remaining to his/her credit at least 8 hours of accrued personal leave, if donating personal leave.

ARTICLE 9 - REDUCTION IN FORCE

- 9.1 When a reduction in the number of teachers employed or the number of school days contracted per teacher is deemed necessary, the reduction in force shall be in accordance with the provisions of this Article.
- 9.2 The Employer shall attempt to absorb reductions through normal attrition due to retirements and resignations.
- 9.3 Should an involuntary staff reduction be required, the order of reduction shall be based on subject area, and if applicable, required special certifications, and on the basis of seniority at each facility within the Agency. A teacher whose position has been eliminated shall be given preference, on the basis of seniority, for any teaching vacancy within the facility which may exist for which the teacher is qualified by certification, endorsement, or where endorsement is not applicable by reasons of college credits in the subject area.
- 9.4 A teacher whose position is being considered for reduction in force shall be notified in writing of such intent on or before the ninetieth (90th) day prior to the close of the individual teacher contract period.
- 9.5 The teacher may request and shall be granted a hearing as provided in Nebraska statutes.
- 9.6 A teacher whose contract has not been renewed because of reduction in force shall be considered to have been dismissed with honor and shall be provided a letter to that effect.
- 9.7 Any teacher whose contract has not been renewed because of reduction in force shall have recall rights to employment for a period of twenty-four (24) months. Teachers shall be recalled in reverse order of layoff. The teacher with the most seniority by facility shall be recalled first to fill open positions in that facility, provided the teacher meets the required qualifications.
- 9.8 Recall offers shall be in writing and delivered by certified mail and the teacher shall have five (5) workdays after receipt of written notice to accept or reject the recall offer in writing. Failure to respond constitutes rejection of the recall offer. The teacher shall be responsible for maintaining his/her current address and phone number with the agency.
- 9.9 Teachers who are recalled within 24 months shall, upon reinstatement, retain any employment benefits which had accrued to said teacher prior to their being laid off.

- 9.10 **Furlough.** Federal or State funding shortages may require employees to be placed on furlough. Furlough is defined as a temporary non-duty, non-pay status which occurs when Federal or State appropriations expire and no future funding is allotted and lasts less than 30 days. Affected employees would be released from work until such funding is restored. The Employer agrees to meet with Union officials as soon as information is available regarding possible funding shortages which may result in furloughs and to give affected employees as much advance notice as possible when a furlough is imminent. Employees placed on furlough will be granted liberal use of paid or unpaid leave. In the event that funding is retroactively restored, paid and unpaid leave utilized during times of furlough may be reinstated to the employee's appropriate leave bank. In such cases, employees will be furloughed following the provisions found in Section 9.3.

ARTICLE 10 - EVALUATION

- 10.1 The primary purpose of evaluation of the teaching staff shall be the improvement of instruction.
- 10.2 Observations for evaluation shall be conducted at least twice during each school year for probationary teachers and a cumulative evaluation should be conducted once every three years or at lesser intervals as required by agency policy or regulatory standards for permanent teachers.
- 10.3 An observation shall consist of direct observation of the teacher by the principal or teacher's immediate supervisor in the performance of his or her teaching duties. A conference between the teacher and observer shall follow each observation within seven (7) work days. If deficiencies are noted, the evaluator shall specify in writing the means and methods suggested for overcoming the deficiency. Teachers may respond to the observation by attaching a written response to the observation report.
- 10.4 All monitoring or observation of the work performance of a teacher shall be conducted with the full knowledge of the teacher.
- 10.5 Evaluations of performance shall be based on a review and observations of the teacher's performance over a prolonged time period.
- 10.6 All evaluation reports shall be placed in the personnel file of the employee with a copy given to the teacher.
- 10.7 Teachers may respond to their evaluation reports by attaching a written response to the report within fifteen workdays within receipt of the evaluation.
- 10.8 Evaluation reports shall be given to all probationary teachers on or before November 1st and not later than 120 days prior to the end of the school year as defined by the school calendar. Evaluation reports shall be given to all permanent teachers not later than 120 days prior to the end of the school year as defined by the school calendar. All teachers shall have the right to discuss the evaluation report with their supervisor.

- 10.9 Both parties recognize that the complete teacher evaluation procedure is set forth in this Article. However, nothing contained in this Article shall limit the right of the Employer to issue administrative guidelines intended to provide for consistent implementation of the evaluation process.
- 10.10 The format of the evaluation forms shall be developed with input from the teachers.

ARTICLE 11 - PERSONNEL FILE

- 11.1 Teachers personnel records are confidential and are available only to the teacher, the Personnel Officer, and the Facility Director where the teacher works or their designated representatives.
- 11.2 No negative material shall be placed in a teacher's personnel file unless the teacher has been offered an opportunity to review the material. The teacher will be provided a copy of any such material at their request. Teachers shall acknowledge that they have been offered the opportunity to review all negative material by affixing their signature to the copy to be filed. The teacher's signature does not indicate agreement with the contents of the material to be filed. The teacher shall have the right to attach a written response to any such material to be placed in the file.
- 11.3 Although the Employer agrees to protect the confidentiality of personal references, academic credentials, and other similar personnel records, it shall not establish any separate file which is not available for the teacher's inspection under the provisions of this agreement.

ARTICLE 12 - COMPENSATION AND BENEFITS

- 12.1 **Insurance and Retirement.** Each teacher shall be entitled to fringe benefits provided by this agreement and by federal regulations provided by Cobra (Consolidated Omnibus Budget Reconciliation Act of 1985). These shall include but not be limited to the following:
- A. Employer contribution to the Nebraska Teachers' Retirement System.
 - B. Employer contribution to Social Security.
 - C. Workmen's Compensation Insurance.
 - D. State of Nebraska Group Life Insurance; a \$20,000 group life insurance policy for each full-time employee. The full cost will be borne solely by the Employer.
 - E. **Health Insurance:** For the duration of this contract, the monthly Employer contribution toward any group health insurance option offered by the Employer shall be the amount equal to seventy-nine percent (79%) of the total premium cost of the plan, option, and coverage chosen by the bargaining unit member.

For purposes of this section, plan and option shall mean one of the choices of levels of medical and other benefits offered by a carrier. Coverage shall mean the rate categories of single, two-party, four-party, and family, as offered under any contract entered into for medical benefits.

The following deductibles, out-of-pocket maximums, coinsurance after deductible provisions, and prescription drug card provisions take effect each July 1.

Total Benefit Maximum - \$4,000,000

\$400 Annual deductible per person – In Network

\$800 Annual deductible per family – In Network

\$1400 Annual out-of-pocket maximum per person – In Network

\$2800 Annual out-of-pocket maximum per family – In Network

80% coinsurance for most covered services after deductible – In Network

\$20 co-payment for doctor office visits only.

-- (The change in the co-payment for doctor office visits shall not change the manner in which ancillary costs are calculated.)

The plan shall include a three-tier formulary prescription drug card coverage with a:

\$10.00 co-payment per 30 day supply of generic drugs;

\$25.00 co-payment for a 30 day supply of formulary brand name drugs; and a

\$40.00 co-payment for a 30 day supply of non-formulary brand name drugs.

Mail order is available for long-term maintenance drugs for a 180 day supply with a:

\$35.00 co-payment for generic drugs;

\$100.00 co-payment for formulary brand name drugs; and a

\$150.00 co-payment for non-formulary brand name drugs.

The Employer may offer different group health insurance plans.

- F. **Dental Insurance:** The Employer agrees to offer group dental insurance to bargaining unit employees and their dependents, at employee cost.
- G. **Long Term Disability Insurance:** The Employer agrees to offer group long term disability insurance for bargaining unit employees at employee cost.
- H. **Vision:** The Employer agrees to offer group vision insurance to bargaining unit employees and their dependents, at employee cost.
- I. Teachers will be covered on a yearly basis for all insurance benefits.
- J. Participation in the State of Nebraska Deferred Compensation plan.
- K. Insurance benefits will be provided part-time teachers working one-half time or more on a proportional basis to their employment ratio.

- L. Group health, dental, and vision insurance benefits, in addition to the employee assistance program, will be offered to retirees meeting all of the criteria necessary to retire under the primary retirement plan covering his/her State employment. Eligibility to participate in such benefits and programs shall terminate when the former employee becomes eligible to receive Medicare. The entire cost of such insurance and participation in the employee assistance program to be borne by the retiree.
- 12.2 Teachers covered by this agreement shall be paid on the State of Nebraska bi-weekly payroll system. Payroll deductions and related items shall be provided under that system, and continue until the entire contracted salary has been paid.
- 12.3 Salaries shall be determined by the salary schedule attached as Appendix A to this agreement. (*Appendix A for 2009-2011 is not attached as the parties are in the impasse process regarding wages.*)
- 12.4 Placement on the salary schedule shall be in accordance with each teacher's degree level and years of experience as of the beginning of each school year.
- 12.5 Teachers shall advance vertically one (1) step on the schedule for the completion of one (1) year of service. Teachers may move no more than three (3) lanes horizontally during the term of this contract.
- 12.6 Teachers shall earn credit for advancing horizontally on the schedule for successful completion of any of the following:
- a. Graduate hours directly related to their teaching assignment.
 - b. Graduate hours taken as a result of a recommendation by their immediate supervisor.
 - c. Any hours toward an additional endorsement related to their teaching assignment.
 - d. Any hours which have received prior written approval by the teacher's immediate supervisor.
- 12.7 To qualify for horizontal advancement on the schedule during each year of this contract teachers must notify their supervisors by June 1 of their intent to move, with verification of successful completion of the hours by the beginning of the following school year. Grade slips shall be considered acceptable verification.
- 12.8 Teachers shall be given up to twelve years credit for successful teaching experience when initially hired by the State.
- 12.9 Tuition Assistance: Teachers enrolled in courses of instruction directly related to their work may be reimbursed up to 100 percent of tuition costs upon approval of the appropriate Administrator.
- 12.10 **Professional Development Program.** Teachers will be provided a Professional Development Program, at HRC, LRC and BSDC, which will be defined as assistance for graduate level courses that are directly related to serving the needs of a teacher's current student population and are not offered during non-work times or any other time during the year. The course must be approved by his/her supervisor. This program allows the individual facility to provide the 75% tuition reimbursement following the policy guidelines for tuition assistance and for the teacher to attend the class during work time.

ARTICLE 13 - ANTI - DISCRIMINATION

- 13.1 The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to protected age, sex, marital status, race, color, creed, national origin, handicap, or political affiliation. Each of the parties hereto recognize their individual responsibilities under this paragraph and agree to fulfill those responsibilities.
- 13.2 In recognition of the American with Disabilities Act (ADA), it shall not be considered to be a violation of this contract for the Employer to take such action as is necessary to make reasonable accommodations for the known disability of an employee.

ARTICLE 14 - SAFETY

- 14.1 In the event that a teacher is subject to an altercation involving physical restraint while within the scope of their employment with the State, the teacher should take the following action:
- a. The teacher should notify their immediate supervisor or their designee, who will in turn notify the appropriate authorities.
 - b. Reporting of the assault will be in writing on the proper form.
 - c. The Employer as may be appropriate will provide legal advice to the teacher concerning their rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial officials.
 - d. The teacher shall suffer no loss of wages, leaves, or benefits when involved in school related legal proceedings.
 - e. The Employer acknowledges that safety is of prime importance and will take reasonable measures necessary to provide a safe work environment.

ARTICLE 15 - DOCUMENT AUTHORIZATION

In witness whereof, the parties hereto have set their hands this 13th day of May, 2009.

FOR THE ASSOCIATION:

Clim Witte
Clim Witte, Chief Negotiator
State Code Agency Teachers Association

Dianne Springer
Dianne Springer, Member
State Code Agency Teachers Association

Cindy Hanquist
Cindy Hanquist, Member
State Code Agency Teachers Association

Kerry Thompson
Kerry Thompson, Member
State Code Agency Teachers Association

Deb Davis
Deb Davis, Member
State Code Agency Teachers Association

Kelly L. Champion
Kelly Champion, Member
State Code Agency Teachers Association

FOR THE STATE:

Dave Heineman
Dave Heineman, Governor
State of Nebraska

William J. Wood
William J. Wood, Chief Negotiator
State of Nebraska

Gail A. Broliar
Gail A. Broliar, Administrative Assistant
State of Nebraska