

**NEBRASKA WESTERN COLLEGE
EDUCATION ASSOCIATION**

AND

**WESTERN COMMUNITY COLLEGE AREA
BOARD OF GOVERNORS**

NEGOTIATED AGREEMENT

*Effective: September 1, 2019
through August 31, 2022*

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DEFINITIONS

For the purpose of interpreting and implementing this Agreement, the following terms shall have the meanings set forth adjacent thereto:

Faculty: All full-time teaching personnel and other professional personnel employed by Board. This includes the following positions: Instructor, Clinical Instructor, Librarian, Coordinator of AV Services, Counselor, and Division Chairs.

Salary: Salary received for instructional duties by full-time faculty and shall exclude fringe benefits, overtime pay, administrative pay, summer school pay, extra duty pay (except as expressly provided herein) and other or additional compensation of any kind whatsoever.

Contract Period: Commencing on the first day of the academic year and continuing thereafter until Midnight on the last day of the academic session in the following year. This definition shall be for notice provisions as required by Section 85-1528 of the Neb. Rev. Stat., and shall apply to 175-day contract faculty members. For 220-day faculty contract members, the academic period shall end on the last day of summer school academic session in the following academic year.

Board: The Board of Governors of Western Community College Area in the County of Scotts Bluff, State of Nebraska.

Association: Western Education Association; also known as Nebraska Western College Education Association.

2019-2022 NEGOTIATED AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the BOARD OF GOVERNORS OF WESTERN COMMUNITY COLLEGE AREA, hereinafter referred to as "WCCA", and the NEBRASKA WESTERN COLLEGE EDUCATION ASSOCIATION, hereinafter referred to as "Association" or "NWCEA".

WCCA recognizes the Association as an exclusive and sole collective negotiating representative for all teachers employed by Board for Western Nebraska Community College system.

ARTICLE I COMPENSATION

1. Salary. NWCEA salary shall reflect the total package increase, including base increase and medical insurance of 3.50% for the 2019-2020 Contract Year; 3.50% for the 2020-2021 Contract Year; and 3.75% for the 2021-2022 Contract Year. Fifty percent of the salary increase shall be a flat raise for each faculty member and 50% shall be a percentage raise for each faculty member.

Salaries, subject to applicable withholding, shall be paid in twelve (12) monthly installments each year. Except in cases beyond the reasonable control of WCCA, the first installment shall be paid on or before the 21st day of September, 2019, and additional installments shall be paid on or before the 21st day of each successive calendar month thereafter until paid in full unless employment is terminated. The salary increase adjustment shall be determined as soon as it is reasonably possible following the execution of this Agreement by the parties.

2. Overload and Teaching Pay. Faculty members shall be paid at the rate of \$950.00 per credit hour for overload and summer course instruction for 2019-2022 contract years, unless the faculty member is on a 220-day contract.

3. Extra Duty Hourly Pay Rate. Non-teaching/non-contract duties relating to teaching duties shall be paid at the rate of \$28.00 per hour for work time as preauthorized by WNCC Administration. The Workload Task Force will meet to determine what will be classified as Extra Duty Pay subject to approval by the President's Cabinet.

ARTICLE II INSURANCE

1. Health and Dental Insurance. WCCA sponsors group health insurance and group dental insurance plans for its employees through Educator's Health Alliance ("EHA") and Blue Cross Blue Shield of Nebraska ("BCBS"). All employees who meet the eligibility requirements of the plans will be eligible to participate according to the terms of the plan documents.

WCCA shall pay 100% of the annual premiums for Dental Insurance – PPO – 100% A Coverage; 75% B Coverage; and 50% C Coverage, for the employee only.

WCCA's contribution toward Health Insurance is described in Part 2 below.

In the event of termination of the employment of any faculty member, WCCA will provide information on COBRA as required by law.

Information on the current premium rates is available upon request from the Human Resources Office.

2. IRS Section 125 Plan. WCCA sponsors a Cafeteria Plan under Section 125 of the Internal Revenue Code (the "Cafeteria Plan"). All employees who meet the eligibility requirements of the plan may participate according to the terms of the plan document. Participation will be voluntary. Enrollment forms must be completed each year, and are generally irrevocable except as otherwise provided by the Code, Treasury Regulations, and other guidance issued by the IRS.

WCCA will make a contribution of flex-credits to the Cafeteria Plan for each faculty member equal to the cost of family coverage for BCBS PPO \$1,050 deductible Health Insurance. To comply with the Affordable Care Act ("ACA"), the flex-credits are designated as Category A and Category B.

The amount of Category A is determined by the following formula: (i) the monthly cost of employee only coverage for BCBS PPO \$1,050 deductible Health Insurance, minus (ii) the amount of employee's required contribution that satisfies the Federal Poverty Line Safe Harbor in Treasury Regulation § 54.4980H-5, rounded down to the nearest dollar. Category A of the flex-credits may only be used to purchase Health Insurance, Dental Insurance, or Vision Insurance, or as a contribution to the Health Flexible Spending Account. Category A of the flex-credits may not be received in cash.

The amount of Category B is determined by the following formula (i) the monthly cost of family coverage for BCBS PPO \$1,050 deductible Health Insurance, minus (ii) the amount determined under Category A above. Category B of the flex-credits may be spent on any qualified benefits under the Cafeteria Plan or may be received in cash. Amounts paid in cash are subject to applicable withholding. WCCA and the Association agree to encourage faculty members to contribute any cash not spent on qualified benefits to a retirement plan.

For example, assume the cost of family coverage is \$1,803.36 per month (\$21,640.32 per year), the cost of employee only coverage is \$639.54 per month (\$7,674.48 per year), and the Federal Poverty Line Safe Harbor (2019) is \$99.75 per month (\$1,197 per year). Category A equals \$539.79 per month ($\$639.54 - \$99.75 = \539.79) or \$6,477.48 per year. Category B equals \$1,117 per month ($\$1,803.36 - \$539.79 = \$1,263.57$) or \$15,162.84 per year.

The flex-credits are available for each month that the faculty member is an employee of WCCA.

3. Life Insurance. WCCA will provide \$50,000 life insurance for each faculty member at no cost to the faculty member. If any faculty member wants to have life insurance in excess of

\$50,000, application will be made through the appropriate channels and the additional cost will be charged to the faculty member and deducted from payroll.

4. Disability Insurance. WCCA sponsors a group disability insurance plan for its employees. All employees who meet the eligibility requirements of the plan may participate according to the terms of the plan documents. Disability insurance shall be employee-funded and required as a condition of full-time employment. Information on the current premium rates is available upon request from the Human Resources Office.

5. Vision Insurance. WCCA sponsors a group vision insurance plan for its employees. All employees who meet the eligibility requirements of the plan may participate according to the terms of the plan documents. Vision insurance shall be employee-funded. Information on the current premium rates is available upon request from the Human Resources Office.

6. Supplemental/Accident Insurance. WCCA allows employees to participate in supplemental/accident insurance plans. All employees who meet the eligibility requirements of the plans may participate according to the terms of the plan documents. Supplemental/accident insurance plans shall be employee funded. Information on the current premium rates is available upon request from the Human Resources Office.

7. Open Enrollment. WCCA and the Association agree to participate in the annual Open Enrollment period offered by the EHA in order to comply with the ACA.

ARTICLE III STUDENT ENROLLMENT INCENTIVE

In order to recognize extra work on the part of full-time faculty members who raise the standard class caps in order to accommodate student need during certain terms, those faculty members teaching courses which meet the following conditions are eligible for a stipend to reward their service to students and the institution.

This student enrollment incentive applies to courses with a standard student enrollment cap of 25 students and for courses where physical limitations do not limit enrollment below 35.

Below are the conditions, terms, and procedures:

- A. The standard class cap for academic courses is used as a base for calculation (25 students).
- B. For courses with caps of 25, instructors are encouraged to take the wait list (5 students), making a total of 30 students.
- C. If an institutional need exists to enroll over 30 students in the section, the Division Chair, with the knowledge of the instructor, forwards a recommendation to the appropriate Dean of Instruction that the class cap be raised to 35.
- D. The Dean of Instruction signs a formal agreement authorizing the payment of a stipend to the instructor once the total enrollment exceeds 30 students (for those classes designated above and for which a specific authorization request by the Chair has been made).

- E. The Chair files an employee action form requesting the payment on behalf of the instructor and the Dean of Instruction and Executive Vice President countersigns the request authorizing payment.
- F. The incentive is not authorized unless it appears that there exists a reasonable potential to reach the 35, but once the incentive stipend is signed, there is no alternation or consequence if fewer than 5 extra students enroll initially (over the 30) or continue to be enrolled during the semester.
- G. No instructor will receive an incentive stipend for having fewer than 30 students in a class, no matter the “normal” class cap (a few courses are set at 22, and some rooms have capacity limitations). Based upon institutional need, the institution may make other arrangements so that the standard capacity student load with a cap of 25 could be accommodated (i.e. move the class to another room), after which the incentive opportunity could apply.
- H. Under no conditions can an instructor collect the incentive stipend without preapproval and signatures by the Dean of Instruction and the Executive Vice-President.
- I. The incentive stipend total dollar amount shall be calculated at \$200 per credit hour of the course.
- J. This incentive applies to for-credit courses only offered via any media or venue, regardless of academic term, or course offering duration (start/stop dates).
- K. This incentive does not alter, abridge, or supersede the right of the college administration to determine and designate appropriate total student enrollment caps.
- L. The incentive stipend applies to individual courses and is not correlated with total student enrollment across other courses or limited by the number of classes eligible per instructor.

ARTICLE IV RETIREMENT PLANS

1. Retirement Plans. WCCA sponsors the Western Nebraska Community College RA (TIAA Retirement Annuity) Retirement Plan (the “RA Plan”) and the Western Nebraska Community College TDA Retirement Plan (the “TDA Plan”) for the benefit of certain eligible employees. Full-time faculty members may participate in the RA and/or TDA Plans according to the eligibility determined in the Plan documents. Investments in the RA and TDA Plans are presently held by Teachers Insurance Annuity Association/(TIAA).
2. Matching Contributions. Full-time faculty are required to participate in the RA Plan by contributing either 7.0%, 8.0% or 9.0% of their regular monthly pay to their individual account. WCCA will match 100% of the faculty employee’s contribution as part of the regular monthly contribution.
3. Employer Nonelective Retirement Contributions. The Board shall make Employer Nonelective Retirement Contributions (“ENRCs”) to the RA Plan on behalf of all faculty members who have completed their probationary term as defined by state statute.

- A. Funding for ENRCs. Unless provided otherwise by a future version of the Agreement between WCCA and the Association, the Employer Nonelective Retirement Contribution Fund shall be funded by contributions from the faculty compensation package in the amount of \$125,000 per Contract Year.
- B. Allocations of Contributions. The Board shall make ENRCs as employer nonelective contributions to the RA Plan on behalf of all faculty members who have completed their probationary term as defined by state statute. Each faculty member's ENRC will be equal to his or her pro rata share of the Employer Nonelective Retirement Contribution Fund determined by dividing the faculty member's salary paid during the Contract Year by the salary paid during the Contract Year to all faculty members who have completed their probationary term as defined by state statute. For this purpose, the faculty member's "salary" only includes salary paid during his or her employment after the faculty member has completed the probationary term as defined by state statute. The Board shall make the respective employer nonelective contribution to the RA Plan on or before June 30, 2020, June 30, 2021 and June 30, 2022.
- C. ENRCs following Termination of Employment. The ENRCs will be contributed to the RA Plan as set forth in Part C for the Contract Year whether or not a faculty member's employment with WCCA is terminated for any reason prior to the respective June 30, 2020, June 30, 2021, or June 30, 2022.
- D. ENRCs following Death. If the faculty member dies prior to the date on which the Board makes the employer nonelective contribution to the RA Plan, the Board will pay the amount equal to his or her ENRC in cash to the estate of the faculty member, subject to withholding as required by applicable law.

ARTICLE V LEAVE POLICIES

1. Sick Leave. Provision is made for twelve (12) days sick leave per year, accumulative to ninety (90) days. Sick leave is granted for personal illness, accident or disability (includes pregnancy-related medical conditions); or for serious illness or accident in the immediate family. Immediate family is defined as spouse, parent, parent of spouse, child, brother, sister, brother-in-law, sister-in-law, or grandchild who resides in the same household as the employee. Leave must be approved by through the established reporting channels.

If an employee is required after ninety (90) calendar days to implement the long-term disability plans, the College will grant sick leave up to that date that the long-term disability plan goes into effect. WCCA reserves the right to request a physician's certificate stating that the employee is incapacitated from performing his/her duties for any sick leave taken. In addition, before returning to duty in case of long-term disability, the employee may be required to present a physician's statement stating that he/she is physically able to resume his/her duties.

An employee that is utilizing sick leave is expected to return to active duty when his/her health permits. An employee who makes a request to return to work within sixty (60)

calendar days after the termination of the disability will return to his/her prior or comparable assignment, at his/her current rate of pay.

If there is reasonable cause to believe that the employee's health would be endangered by continuing assigned duties, the employee may be required to obtain a physician's verification that he/she is physically able to continue assigned duties.

2. Personal Leave. Personal leave of four (4) days per annum will be allowed to each 175-day full-time faculty member for the purpose of transaction of personal business without loss of pay, if pre-approved by the College Administration. Notice in writing is to be submitted to the immediate supervisor for processing. If possible, such notice shall be given a minimum of two (2) days prior to the requested date. Each full-time 220-day faculty member shall have five (5) days per annum of personal leave.

3. Bereavement Leave. Bereavement leave will be granted for the death of a spouse, child, brother, sister, father, mother, grandparent, guardian, grandchildren, or any other relative who is a permanent resident of the employee's home. The bereavement leave will be authorized by the College President. The number of days of leave will be determined for each request. Consideration will also be given for bereavement leave to attend the funeral of other family members or close friends.

4. Community Service Leave. From time to time, faculty members are appointed or elected to public service commissions, councils, or elected offices. At the discretion of the College President, up to two days per month may be granted for the faculty member to perform these functions. Faculty members appointed to public service or elected offices that are compensated for such public service will have that amount deducted from WNCC monthly salary.

5. Leave of Absence. At the discretion and recommendation of the College President, WCCA may grant a "leave of absence" of up to one (1) academic year. During such leave, the employee will not accumulate leave (sick leave, personal leave, or community service leave), nor will the employee be entitled to fringe benefits. Leaves of absence shall be without pay. However, the employee may retain health insurance through C.O.B.R.A. coverage as permitted by the College health insurance provider. The employee shall be responsible for the total premium cost during the actual leave. In making a recommendation, the College President shall hold as the primary criteria the instructional needs of the College and the ability of the College to find a suitable replacement. More than one leave of absence may be recommended and granted.

6. Political Leave. Professional employees may take political leave not to exceed one term of office. However, political leave will not be granted to employees for any amount of time less than a full academic year/contract year intervals; nor will the employee be allowed to reduce their normal work load to part-time, without previous written approval from the College President. The employee shall be allowed to return to work with the same fringe benefits and salary as when leave was taken. The employee may retain health insurance through C.O.B.R.A. coverage as permitted by the College health insurance provider. Additionally, he/she will return to the same level on the salary schedule as when he/she left for political leave. Requests for political leave shall be made in writing to the College President reasonably adequate in advance prerequisite to beginning the political leave.

7. Sabbatical Leave. Any qualified employee applying for a sabbatical leave must have at least six (6) years of full-time service within the Western Community College Area.

Activities while on sabbatical leave must pertain directly to the needs of the Western Community College Area.

Application may be made for one or two semesters of leave. Application forms will be available to the faculty through the College President's office. Applications must be submitted to the College President by December 19th on the year preceding the requested leave. Final selection of successful applicants shall be made prior to February 1st, and sabbatical leave shall be subject to approval of WCCA at the February meeting.

Related Provisions:

A. Eligibility.

- 1) A member of the faculty shall become eligible for sabbatical leave after continuous full-time service of a minimum of six regular contract years, excluding summers, or after continuous full-time service of a minimum of six contract years, whichever applies, to be determined by the conditions of his/her annual contract.
- 2) A recipient of sabbatical leave shall become eligible for a subsequent sabbatical leave only after fulfilling the requirement of Section A(1) above again, with time of service being calculated from the date of his/her returning to duties at the College.
- 3) The duration of a sabbatical leave granted to an individual shall not be used to determine eligibility for application for a subsequent leave.

B. Application.

- 1) Applications requesting sabbatical leave shall be submitted on the official form (available in the President's Office) by December 19th of the year preceding the contract year in which leave is being requested.
- 2) The completed application form shall be submitted to the Sabbatical Leave Committee Chairperson through the President.
- 3) The Sabbatical Leave Committee will inform the applicant of the status of his/her application no later than February 1st, and if approved, the sabbatical leave request shall be subject to approval of WCCA at the February meeting.
- 4) Application may be made for one or two semesters, but shall in no case exceed the length of time of the employment contract of the applicant. Under special circumstances determined by the needs of the applicant and the interest of the College, a sabbatical leave of two or more non-consecutive semesters may be granted insofar as the total period of time of leave does not exceed the period of time of the applicant's regular contract.
- 5) Failure of WCCA to act favorably on a request for sabbatical leave shall nullify the application for that leave. A new application shall be submitted for a subsequent request.

C. Criteria for Evaluation of Sabbatical Leave Request.

- 1) How will the individual be more useful to the College?
- 2) How will leave improve the individual's ability?

- 3) Applicant's past contributions to the College?
- 4) Has the applicant presented a scholarly application?
- 5) Complete program of study and activities proposed—past, present and future?

D. Requirements of Recipients of Sabbatical Leave.

- 1) A recipient of sabbatical leave shall be required, upon returning to the College, to submit to the President duplicate copies of a written report of professional quality, outlining his/her experiences and achievements in keeping with the purpose for which the leave was granted.
- 2) As a recipient of the sabbatical leave, the faculty member or administrator/professional agrees that he/she will remain in the employment of the College for at least one year following his/her return from sabbatical leave, unless prevented by ill health or other conditions over which he/she has no control. In the event he/she fails to return to service for the College the next contract year at the expiration of such leave and under services for a period of at least one contract year thereafter, he/she shall reimburse the College for salary received. Failure to return for the next contract year shall immediately make all sums due without further demand or notice.
- 3) Sabbatical leave may be terminated prior to the expiration date only upon mutual agreement between the recipient and WCCA.
- 4) During the sabbatical leave period, compensation shall be paid at a rate equal to one-half of the previous year's salary of the faculty member or administrator/professional. Compensation shall be payable according to payroll procedures for the College. A recipient of a sabbatical leave shall receive all fringe benefits as specified by the Manual of Policies, such as F.I.C.A., retirement, and group health insurance, except the accrual of vacation, personal, or sick leave days during the time of the sabbatical leave.

E. Sabbatical Leave Committee.

- 1) The Sabbatical Leave Committee shall consist of five members: the chief educational services officer, two faculty members, one member of WCCA, and the President.
- 2) The Committee reserves the right to reject any or all applicants that do not meet the proper qualifications.

ARTICLE VI SALARY SCHEDULE PLACEMENT

1. Salary Schedule Placement. All full-time Faculty and Librarians shall be entered on the salary schedule according to education and experience. Experience shall be counted as follows:

- A. Two (2) years of high school experience shall be counted as one (1) year for placement purposes;

- B. Two (2) years of work experience in the specific Librarian area will be counted as one (1) year for placement purposes;
- C. One (1) year of college experience shall be counted as one (1) year for placement purposes.

Related Provisions:

Because of circumstances beyond the control of the College, such as, the outside job market for a particular field, there are situations where placement of a new-hire cannot follow the guidelines as herein set forth. If these circumstances exist, WCCA reserves the right to place such personnel in the appropriate track on the salary schedule with an adjusted salary based on recommendation of the administration. Administrative recommendations shall be based on training, experience, and current industrial wages.

Following the above guidelines, each new hire will receive Five Hundred Dollars (\$500.00) for each year of transferable experience.

Any new hire who will be employed pursuant to a contract for other than 175 days will have their salary calculated in the following manner:

The placement salary of the track in which the newly hired faculty has been placed will be divided by the number of contract days and then multiplied by the actual number of contract days of the newly hired faculty in the salary schedule.

- A. Column Base Change
The ability to hire new unit members shall be increased by increasing the base by 90% of the average faculty increase.
- B. Maximum Years Transferable
All new full time unit members employed subsequent to 8/1/99 shall be entered on the salary schedule according to education and experience. There shall be no restriction as to the minimum or maximum number of years of experience to be applied to Western Community College Area salary schedule.

**ARTICLE VII
SALARY SCHEDULE MOVEMENT / HORIZONTAL MOVEMENT**

1. Salary Schedule Movement/ Horizontal Movement. Movement on the salary schedule shall occur horizontally. Horizontal movement shall be granted for courses designed to update professional skills made necessary by advances in education, industry, science or business.

Equivalent credit for non-credit continuing educational units may be allowed on the basis of 30 contact hours to equal one credit hour. Other non-credit activities (example: job training) may be allowed on the basis of 40 contact hours to equal one credit hour.

Educational movement between tracks shall be granted upon completion of 12-credit hour increments or equivalent contact hours. Existing tracks shall be kept apart by 12 hours; therefore horizontal movement shall consist of two segments per track, i.e., 6 hours per segment payable at \$750.00 per segment. The last 12 hours of movement shall be applied to horizontal movement only. Horizontal movement will not be granted to employees placed in tracks that require less than a master's degree until specific degree requirements are met for the respective tracks.

WCCA reserves the right to give credit for job related educational movement requests. Lids on compensation for horizontal movement for Tracks H and I are removed.

It shall be the sole responsibility of the instructional employee to: (1) notify the appropriate college official of their intention, pending approval, to move horizontally by the last day of the academic year; (2) submit appropriate materials (specific course requests, plans of degree, study, and transcripts) on a timely basis, to appropriate college officials. Failure of submission of (1) and (2) above will result in disallowance of the horizontal movement request.

Related Provisions

Horizontal movement shall not be counted as part of total compensation (negotiated general increase).

ARTICLE VIII TUITION REMISSION

1. **Tuition Remission.** The Board of Governors for WCCA, effective August 20, 1987, shall grant free tuition for college credit and non-credit classes taken for full time faculty and his/her spouse and unmarried children under the age of 24 years, or unmarried dependents under the age of 24 years of said faculty member. Children shall be defined as 'Child' as defined in Section 1.151-3 (a) of the IRS Code of Regulations. Dependent shall be defined as: 'Dependent' as defined in Section 1.152-1 of the IRS Code of Regulations.

ARTICLE IX COURSE DEVELOPMENT PROVISIONS

All course development/adaptation/conversion projects must be pre-approved by the appropriate Dean of Instruction and Executive Vice-President, and shall be subject to the following compensation provisions:

New Course Development:

Payment would consist of 10 development hours per course credit hour for new course development. The additional \$50 stipend is an allowance for time involved in the adaptation of the content for the various modalities of course offerings.

		Base Hours Per Credit Hour	Stipend for course modality	Total Course Development
New Course Development Base Amount Per Credit Hour:		10	\$50.00	
Number of credits for new course	1	\$ 280.00	\$ 50.00	\$ 330.00
	2	\$ 560.00	\$ 50.00	\$ 610.00
	3	\$ 840.00	\$ 50.00	\$ 890.00
	4	\$ 1,120.00	\$ 50.00	\$ 1,170.00
	5	\$ 1,400.00	\$ 50.00	\$ 1,450.00

Course Redesign (Significant):

Payment would consist of 5 development hours per course credit hour for significant course redesign. The additional \$50 stipend is an allowance for time involved in the adaptation of the content for the various modalities of course offerings.

Existing course redesign (Significant)		Base Hours Per Credit Hour	Stipend for course modality	Total Course Development
		5	\$50.00	
Number of credits for existing course	1	\$ 140.00	\$ 50.00	\$ 190.00
	2	\$ 280.00	\$ 50.00	\$ 330.00
	3	\$ 420.00	\$ 50.00	\$ 470.00
	4	\$ 560.00	\$ 50.00	\$ 610.00
	5	\$ 700.00	\$ 50.00	\$ 750.00

Course Redesign (Minor):

Payment would consist of 3.33 development hours per course credit hour for minor course redesign. The additional \$50 stipend is an allowance for time involved in the adaptation of the content for the various modalities of course offerings.

Existing course redesign (Minor)		Base Hours Per Credit Hour	Stipend for course modality	Total Course Development
		3.33	\$50.00	
Number of credits for existing course	1	\$ 93.24	\$ 50.00	\$ 143.24
	2	\$ 186.48	\$ 50.00	\$ 236.48
	3	\$ 279.72	\$ 50.00	\$ 329.72
	4	\$ 372.96	\$ 50.00	\$ 422.96
	5	\$ 466.20	\$ 50.00	\$ 516.20

**ARTICLE X
SAFETY PROGRAM**

1. Safety Program. WCCA and Association hereby establish a Safety Committee pursuant to LB 757 (Laws, 1993) and Nebraska Administrative Code, Department of Labor Title 230, Chapter 6.

- A. Membership shall be comprised of 4 members of the Faculty, 4 employees appointed by the President and 4 employees cooperatively selected by the previously selected 8 representatives.
- B. The committee, when comprised, shall select a chair, a vice-chair and a recording secretary.
- C. The committee shall meet quarterly. . Additional meetings may be held as necessary or as called by the chair or a majority of the committee.

**ARTICLE XI
RE-EMPLOYMENT**

1. Re-Employment. There shall be no prohibition concerning re-employment of a faculty member who retires from a full-time teaching position. However, re-employment for any other position within the College shall not include the continuing contract rights that are uniquely associated with full-time teaching position as specified under Nebraska law. Removal of this prohibition concerning re-employment does not provide any contract right or guaranty of re-employment after a faculty member retires.

**ARTICLE XII
GRIEVANCE POLICY**

The Faculty Grievance Policy is attached hereto as "EXHIBIT A".

**ARTICLE XIII
RIGHT TO RENEGOTIATE**

1. Right to Renegotiate. In each year, it is understood by and between the parties that the Nebraska State Legislature may, as a result of fiscal concerns, modify state aid to Western Community College Area, which operates Western Nebraska Community College. In the event that the Legislature modifies the current level of state aid to education, WCCA reserves the right to reopen negotiation for any contract year covered by this agreement.

**ARTICLE XIV
MANAGEMENT PREROGATIVES**

This Agreement represents the entire understanding of the parties with regard to the matters addressed herein and may not be modified except in writing signed by the parties. WCCA, subject only to the terms and conditions of this Agreement, expressly reserves the prerogative to determine all issues relating to wages, hours, days and conditions of employment not otherwise addressed by this Agreement, and to determine all issues relating to termination of employment, amendment of contract, or reduction in force, pursuant to Nebraska law. WCCA further reserves the prerogative to establish reasonable rules and regulations not inconsistent with this Agreement which are appropriate and necessary to allow WCCA and administration to conduct the day to day business of the college.

**ARTICLE XV
TOTALITY OF AGREEMENT**

The parties acknowledge that during the negotiations leading to the settlement of this matter and which have ultimately resulted in the Agreement, the Association has had the unlimited right and opportunity to present the proposals with respect to any and all matters lawfully subject to collective bargaining; that all of the understandings and agreements arrived at thereby are set forth in this Agreement and that it is and shall for all purposes constitute the entire agreement between the parties for the specified contract years. Both WCCA and the Association during the term of the Agreement, voluntarily and unqualifiedly waive their right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated and signed. Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge or modify in writing the provisions of this Agreement.

**ARTICLE XVI
GENERAL PURPOSE**

The Board and the Association recognize that the development of a quality education program for the students attending any of the campuses in the area is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing that the experience creativity and judgment of all parties are necessary to reach the educational needs of the community.

**ARTICLE XVII
RELATED AGREEMENT PROVISIONS**

This Agreement includes negotiated items and item included in the Board Policy Manual of the Board of Governors. WCCA agrees to carry out the commitments contained herein.

1. Separability. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, 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 shall continue in full force and effect.

2. Accessibility to Agreement. Document of this Agreement shall be made available electronically on the College's "portal" for all current Association members that are in the full-time employ of WCCA. The Agreement shall be presented to all teachers now employed and hereafter employed.

3. Notice – Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:

If by Association to WCCA:

Board of Governors
Western Community College Area
1601 East 27th Street
Scottsbluff, Nebraska 69361

If by WCCA to Association:

Nebraska Western College Education Association
Western Nebraska Community College
1601 East 27th Street
Scottsbluff, Nebraska 69361

4. Items of Agreement – Each item has been approved by both WCCA and the Association. Individual items, unless specifically designated as agreed upon for one academic year, shall remain in force until superseded.

5. Omissions. This document represents a compilation of all provisions of the Negotiated Agreement, including revisions that have occurred in previous negotiations. It is the intent of both parties that this document constitutes a comprehensive version of the Negotiated Agreement. To the extent that any provision of a previous Negotiated Agreement, not inconsistent with the terms of this Agreement, have been omitted, the parties agree that upon the discovery of any omission they will consult with each other and make appropriate revisions to the Negotiated Agreement to include any inadvertently omitted provisions.

WESTERN COMMUNITY COLLEGE
AREA BOARD OF GOVERNORS

NEBRASKA WESTERN COLLEGE
EDUCATION ASSOCIATION

By: _____
Chairperson

By: _____
Tiffany Wasserburger, Chief Negotiator

Dated: _____

Dated: _____

WNCC Faculty Grievance Policy

Any grievance shall be made pursuant to the following procedure:

Article I - Purpose:

Legitimate problems, differences of opinion, or complaints sometimes arise in the relationship between faculty members and those in decision making roles. Both the faculty members and those in decision making roles benefit from a process that permits these matters to be addressed in a consistent, fair and timely manner.

Article II - Scope:

1. Procedures outlined herein may be employed only for matters which other procedures have not otherwise been established by the Division or the College. Specifically excluded are grievances related to salary, reappointment, promotion, evaluations, dismissals, non-renewals, reduction-in-force, suspensions, disciplinary action, allegations of protected class discrimination or harassment, and reassignments, except that reassignment of a continuing contract faculty member which results in a reduction of pay or loss of due process rights shall be grievable.
2. These procedures may not be used to challenge, modify or eliminate any existing policies or established practices.
3. These procedures may not be used to address inter-personal conflicts. Faculty members affected by inter-personal conflicts are encouraged to visit with the Division Chair or Dean, and to attempt to resolve conflicts by a mediation process.
4. These procedures may not be used to address allegations of misconduct or unprofessional behavior.

Article III - Definition of Terms:

1. The term "grievance" means a claim made by one or more faculty members that there has been a violation, misinterpretation, or inequitable application of the existing negotiated agreement, policies, rules, or regulations which adversely affect the welfare of the person or persons making the claim. The term "grievance" shall not apply to any matter which may be resolved by a method of review prescribed by law or over which the Board is without authority to act.
2. The term "Grievance Committee" means a committee that shall consist of five members, comprised of the following: two faculty members, two members of administration, and the College HR Director, who shall be an "ex officio" member with no voting rights. The two faculty members are to be drawn from a WNCC faculty committee pool

consisting of one member from each academic division/area, serving a 2-year term. Faculty committee members may not be drawn from the academic division to which the aggrieved person is posted; nor may they be drawn from the division against which the grievance is claimed. The administration members must be drawn from outside of the academic or functional area against which the grievance is claimed.

3. The term "aggrieved person" means the faculty member(s) making the claim. The aggrieved person or party may be the Nebraska Western College Education Association (NWCEA). It is the intent of the parties that in the event of a disagreement, the faculty member(s) and administration communicate informally in any attempt to resolve any differences or concerns. In the event such a party does not believe such informal communication is possible, then the parties agree to a more formal grievance process as follows.
4. The term "Respondent" means any faculty member who might be required to take action, or against whom action might be taken, in order to resolve the claim.
5. When computing time, the term "day" means any calendar day, excluding Saturday, Sunday, and the days when the College is officially closed.

A. Procedure.

Level 1.

- a) If a faculty member feels that he or she has a grievance, the faculty member must first discuss the matter with the faculty member's administrator to whom the faculty member is directly responsible in an effort to resolve the problem.
- b) The faculty member may have a representative from the Nebraska Western College Education Association (NWCEA) to assist in efforts to resolve the problem informally with the Department Head or appropriate administrators.
- c) Failure of a faculty member to seek informal resolution of a grievance will be jurisdictional and will prohibit the consideration of a grievance for any further steps in the process.

Level 2.

If the aggrieved person is not satisfied with the response from the informal process, or if no resolution has been reached within ten (10) calendar days, the faculty member may submit the claimed grievance on the approved form provided by the College to the College HR Director for dissemination to the Grievance Committee. The grievance shall set forth in detail all the relevant facts upon which it is based and shall identify the policy, provisions, or portions of the negotiated agreement which the aggrieved party believes to be violated as well as specifying the relief requested. In the event that the Grievance Committee ends in a 2-2 tie or deadlock, then the grievance shall proceed to Level 3, whereas the College President, or Acting President will render a decision based on the procedures set forth in Level 3

Level 3.

If the grievance does not involve the College President and the aggrieved party is not satisfied with the disposition of the grievance at Level 2, or if the Grievance Committee is deadlocked or tied, the grievance may be appealed to the President, or Acting President if applicable, in writing, on the form provided by the College, signed by the aggrieved party. The appeal documents shall be forwarded to the President within ten (10) calendar days after the receipt of the written response at Level

2. The appeal documents shall include a copy of the written response to the grievance at Level 2.

The President shall discuss the grievance with the aggrieved party and his/her representative within twenty (20) calendar days after receipt of the written appeal. Within thirty (30) calendar days after receipt of the written appeal, the President shall provide a written response to the aggrieved party and the Grievance Committee.

If the grievance involves the College President, then the grievance shall be submitted to the Board Chairperson.

Level 4.

If the aggrieved party is not satisfied with the disposition of the grievance at Level 3, the aggrieved party may appeal the grievance to the Board of Governors on the form signed by the aggrieved party and submitted with all documents the aggrieved party wishes to have the Board consider. The grievance form and appeal documents must be received by the Board Secretary in care of the office of the President within ten (10) calendar days after receipt of the written response at Level 3. The Board shall thereafter conduct a hearing on the grievance appeal at the next regularly scheduled monthly Board meeting, provided, however, that no such hearing shall occur sooner than twenty (20) calendar days after the Level 4 grievance appeal is received by the Board Secretary. In addition, the Board may hear the grievance appeal at such other time as the aggrieved party and the Board may mutually agree.

At the grievance appeal hearing, the Board will first review the documents submitted by the parties and hear from the aggrieved party and that party's representatives. The Board will then review any documents which the administration wishes the Board to consider if such documents have been part of or otherwise relate to the grievance process. The Board shall also hear from the administration. The Board may consider any additional information it determines to be relevant to the grievance appeal, and may choose to hear from any other interested party. Finally, the Board shall give the aggrieved party any opportunity to respond to any documentation or statements made by any other party, and shall thereafter give the administration the opportunity to respond to any documentation or statements made to any other party. After those additional opportunities to be heard have been concluded, the Board shall close the hearing portion of the appeals process.

The hearing may be conducted in a closed session if appropriate and allowed by Nebraska law. If applicable Nebraska statute does not permit a closed session, the Board may discuss the grievance in open session. The Board may also schedule another meeting of the Board to consider the grievance. In any event, the Board shall render a written opinion signed by the Chair of the Board of Governors, and witnessed by the Board Secretary, within thirty (30) calendar days after the close of the grievance hearing and shall immediately provide a copy of the written opinion to the aggrieved party and to the President.

Appropriate Level:

It is understood that there may be situations where the grievance involves the person to whom the aggrieved party would be submitting or appealing a grievance. In such cases, the person who would hear the grievance at the next higher level may agree to accept and review the grievance, provided, however, that the grievance must be submitted within the time frames set forth in Level 2 of the Grievance Procedures, and any relevant prior appeal time lines have been met

Time Limits.

Failure of the aggrieved party to take any action within the time limits prescribed herein shall constitute a waiver of any further rights under this provision and shall constitute a final acceptance of the prior decision. Failure of an administrator to take action within the time limits prescribed herein shall permit the aggrieved party to proceed to the next level. The parties may by mutual agreement, in writing, extend any time limits provided herein.

Grievance Records.

No documents which are part of any grievance process shall be retained in the aggrieved party's personnel file, but shall be retained by the Human Resources office for the sole purpose of memorializing the grievance process. Neither the Board nor the administration shall take any action against or in any way seek reprisal against any aggrieved or interested party who participated in a grievance, and such aggrieved party may review his or her file at reasonable times upon reasonable notice.

Right of Representation.

Any aggrieved party shall have the right to assistance from or may be represented by a representative of the Nebraska Western College Education Association (NWCEA) and/or a representative of the Nebraska State Education Association (NSEA) at all stages of the grievance process, in which case NWCEA and/or NSEA and the chosen representative shall be considered "interested parties".

Western Nebraska Community College
FACULTY GRIEVANCE INCIDENT REPORT FORM
NON-CIVIL RIGHTS COMPLAINTS

Directions: If you believe that you have been subjected to alleged inequity as it applies to Board Policies, President's Procedures, or WNCC Institutional Guidelines and Practices, you are required to fill out this incident report form. The College can only base its decision and take actions based on the information provided by you. If more space is necessary, please continue your comments on the back of this form, or on a separate sheet of paper.

Date of Complaint: _____

Name (Complainant): _____ ID# _____

1. Have you followed the procedure as outlined in the grievance section of this negotiated agreement?

(Circle One) Yes No

2. Have you included in this step, all required written documentation for review?

(Circle One) Yes No

Name(s) of who you believe committed the alleged act(s) (Respondent)

Is person an employee, authorized volunteer, guest/visitor?

Check one: Employee _____ Authorized Volunteer _____ Guest/Visitor _____

Please describe the alleged incident(s). **Also, please attach any supporting documentation and evidence** – it would be helpful to itemize those documents in this section. (Attach exhibits, if necessary.)

To the best of your recollection, provide the date that you became aware of the concern for which you are filing a grievance and where the event occurred.

Date:

Location:

List any witnesses and/or persons who have knowledge of your grievance and his/her relationship to the issue. (Attach additional sheets if necessary)

The College encourages complainants to resolve complaints informally. Have you attempted to resolve the issue prior to reporting the grievance/complaint?

Check one: Yes No

Please describe your actions to-date to resolve the matter.

What remedy to resolve this grievance are you requesting at this time?

Disclosure

To investigate your grievance, it will be necessary to interview you, the alleged Respondent, and any witnesses with knowledge of the allegations or defenses. The statements and the information that you are providing may be attributed to you and could be included in any grievance reports that are prepared.

Authorization to disclose identity of Complainant: Yes No

*Please note limiting the College's ability to disclose will affect the College's ability to respond to the grievance.

Please provide your contact information

Phone Number: _____ Alternate Phone Number: _____

Email: _____

Acknowledgement:

I, _____, am willing to cooperate fully in the investigation of my grievance and provide whatever evidence the College deems relevant. I affirm that the information I am providing is true and correct to the best of my knowledge. I understand that my statements and the information that I am providing may be attributed to me and could be included in any investigation reports that are prepared. I also understand that this investigation is confidential and for me to disclose any information that I have obtained during the course of this investigation could interfere with the investigation. Further, I understand that discussing this investigation with non-College officials could expose me to civil liability under current defamation law. I also understand that if I do not fully cooperate, decisions will be made based on the best information available to the College.

Signature: _____ Date: _____

Witness: _____ Date: _____

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

AUTHORIZATION

I, _____, understand that my complaint constitutes an “educational record” as defined by the Family Educational Rights and Privacy Act of 1974 (FERPA). As such I authorize the College to disclose my name and/or the specific allegations(s) made by me to the Respondent of said allegations(s) and to others identified as material witnesses during the course of this investigation. Other than the aforementioned, I understand that I retain all other rights afforded to me under FERPA.

Signature: _____ Date: _____

Witness: _____ Date: _____