

**NEBRASKA WESTERN COLLEGE  
EDUCATION ASSOCIATION**

**AND**

**WESTERN COMMUNITY COLLEGE  
AREA BOARD OF GOVERNORS  
NEGOTIATED AGREEMENT**

**Effective: September 1, 2024  
through August 31, 2026**

**Revised January 17, 2024**

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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), overload pay and other, or additional compensation of any kind whatsoever.

Contract Period: Commencing five (5) working days prior to the first day of the Board-approved academic calendar and closing as follows:

- 175-day contract faculty – the last day of the academic session which is defined as the last day of finals and any required faculty completion days;
- 220-day contract faculty – the last day of the summer academic (8-week) session which is defined as the last day of finals and any required faculty completion days;
- 228-day contract faculty (Librarians) – because the close of the contract period is not specified, the last day of the summer academic session is used.

This definition shall be for notice provisions as required by Section 85-1528 of the Neb. Rev. Stat.

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.

## 2024-2026 NEGOTIATED AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of January, 2024, 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 faculty employed by Board for Western Nebraska Community College system.

WCCA and NWCEA have agreed to a three-year contract except for compensation and amount of the non-elective retirement contribution. These issues will be subject to further negotiation in the Fall of 2024. During negotiations that commenced in the Fall of 2023, WCCA and NWCEA agreed to modify several provisions of the existing Negotiated Agreement. Those modifications include changes to the definition of Contract Period, amount of contribution to the employer non-elective retirement, elimination of Sabbatical Leave and creation of Professional Development Special Activity, and changes to the salary schedule placement. Each of these changes has been incorporated in the agreement that was executed by both parties on January 17, 2022. All changes described in this paragraph, including the provisions of the Professional Development Special Activity shall be effective on January 1, 2024.

### ARTICLE I COMPENSATION

1. Total Compensation. NWCEA 2024-2025 base salary and employer paid benefits shall reflect the total package increase of 3% for the Contract Year. Salary for Contract year 2025-26 shall be subject to further negotiations between WCCA and NWCEA in Fall of 2024. 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 21<sup>st</sup> day of September, 2022, and additional installments shall be paid on or before the 21<sup>st</sup> 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 \$975.00 per load hour for overload and summer course instruction for 2022-2023 contract years, unless the faculty member is on a 220-day contract.

3. Extra Duty Hourly Pay Rate. Non-teaching/non-contract duties shall be paid at the rate of \$32.00 per hour for work time as preauthorized by WNCC Administration. A Workload Task Force will meet to recommend what will be classified as Extra Duty Pay subject to approval by the President.

## 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 upon enrollment, 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 appropriately. 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 \$2,262.08 per month (\$27,144.96 per year), the cost of employee only coverage is \$802.22 per month (\$9,626.64 per year), and the Federal Poverty Line Safe Harbor (2023) is \$103.28 per month (\$1,239.36 per year). Category A equals \$698.94 per month (\$802.22 - \$103.28 = \$698.94) or \$8,387.28 per year. Category B equals \$1,563.14 per month (\$2,262.08 - \$698.94 = \$1,563.14) or \$18,757.68 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 students' needs 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 when there are no, or very limited, slots available in any other section of the same course.
- C. If an institutional need exists to enroll over 30 students in the section, the Division Chair/Director (after consultation with the instructor) forwards a recommendation to the appropriate Dean of Instruction that the class cap be raised to 35 or higher (at the discretion of the instructor).
- D. The Dean of Instruction completes an employee action form requesting the payment on behalf of the instructor at any time after the end of the second week of classes after verifying that the final enrollment is above 30 students in the section as of the end of the second week of classes (10 day reporting period).
- E. 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, adding additional modalities, etc.), after which the incentive opportunity could apply.
- F. Under no conditions can an instructor collect the incentive stipend without approval by the Vice-President.
- G. The incentive stipend total dollar amount shall be calculated at \$200 per credit hour of the course.
- H. This incentive applies to credit courses only offered via any media or venue, regardless of academic term, or course offering duration (start/stop dates).
- I. This incentive does not alter, abridge, or supersede the right of the college administration to determine and designate appropriate total student enrollment caps.
- J. 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 (IIAA 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 all salary or wages, excluding flex credits received in cash, to their individual account. WCCA will match 100% of the faculty employee's contribution as part of the regular monthly contribution.
  
3. Employer Non-Elective 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 \$41,666.00 for Contract Year 2023-24. Contribution for Contract Year 2024-25 shall be \$83,332.00 and 2025-26 shall be subject to further negotiations between WCCA and NWCEA in the Fall of 2024.
  - 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, 2024 June 30, 2025 and June 30, 2026.
  - 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, 2024, June 30, 2025, or June 30, 2026.
  - 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 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 through the established reporting channels.

If an employee is required after ninety (90) calendar days to implement the long-term disability plan, the College will grant sick leave up to the 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 (including 228-Day Librarian) 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 six days per year may be granted for the faculty member to perform these functions.

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. Professional Development Special Activity.  
**Purpose:**

Professional Development Special Activity may be granted to allow a faculty member to pursue outside professional development opportunities that align with the College's mission, vision, and values, tie to the Strategic Plan, and improve the quality of the services provided to the WNCC community. Some of the applicable activities may include, but are not limited to, seeking an advanced degree, conducting research, or engaging in work in the faculty member's content area.

**Related Provisions:**

A. Eligibility.

- 1) A member of the faculty shall become eligible for the Professional Development Special Activity after continuous full-time service of a minimum of six academic years as a faculty member, to include probationary years.
- 2) A recipient of a Professional Development Special Activity shall become eligible for a subsequent Professional Development Special Activity only after fulfilling the requirement of Section A(1) above again, with time of service being calculated from the date of return to regular duties at the College.
- 3) Activities while on the Professional Development Special Activity must pertain directly to the instructional needs of the Western Community College Area.
- 4) No more than 3% of the full-time faculty will be approved for special activity at one time, subject to budget availability.

B. Application

- 1) Applications requesting a Professional Development Special Activity shall be submitted on the official form (available in the Human Resources Office) by December 19th of the year preceding the fall semester of the academic year in which leave is being requested.
- 2) The completed application form shall be submitted to the Human Resources Executive Director who will oversee the formation of the Professional Development Special Activity Committee.

- 3) If an application is not approved at any point during the application process, it shall be nullified and a new application shall be submitted for any future requests.

C. Evaluation Process

1) Professional Development Special Activity Committee.

- a. The committee shall consist of five (5) members: the chief educational services officer, three (3) faculty members selected by the Faculty Association, one of whom is from the applicant's division, and the Dean of Instruction from the applicant's division.
- b. The Committee reserves the right to reject any or all applicants that do not meet the proper eligibility requirements. The committee will forward their recommendation(s) to the President.
- c. The President will review the application(s), make a decision, and forward their recommendation to the Board of Governors, who will make the final determination at the February Board meeting.

2) Evaluation Criteria

The following criteria to be considered during the steps of the evaluation process include, but are not limited to:

- a. Alignment with the College's mission, vision, values, and Strategic Plan.
- b. The value to be received by students, the College, and the faculty member.
- c. The number of years of service, elapsed time since the faculty member's previous professional development activity, and the faculty member's standing with the College.
- d. Whether there are acceptable resources and adequate coverage available during the faculty member's absence.
- e. The financial impact on the College.

D. Recipient Responsibilities

1) During Special Activity

- a. The faculty member remains a current, active WNCC employee, and as such, continues to be subject to applicable policies and procedures.
- b. The faculty member shall attend their division's faculty meetings, in person or virtually, for the duration of the Special Activity.
- c. If the purpose or terms of the special activity change at any point, the faculty member will request approval in writing for modifications from the chief educational services officer and the president.
- d. Compensation shall be as follows:
  - i. Compensation equal to 50% of the activity year's base salary shall be payable according to payroll procedures for the College. Benefits the faculty member is currently enrolled in will remain in effect through the plan year, in accordance with the current negotiated terms. Changes may only be made during the Open Enrollment Period from August 1 through August 31 each year. The faculty member will be required to complete open enrollment while participating in Professional Development Special Activity.
  - ii. Outside Compensation: If the sum of Special Activity pay (50% contributed by the College) and the outside compensation received by a faculty member exceeds 100% of the activity year's base compensation, the faculty member

shall reimburse the college an amount not to exceed the 50% of the base salary paid by the college (see examples below). Any and all additional outside compensation beyond the amount equal to the 50% of base salary paid by the college earned during the duration of the special activity remains with the faculty member. The amount of the reimbursement shall be based upon a review of the faculty member's paystubs from total outside income earned during the time of the special activity with the amount of reimbursement based upon the net income (i.e. gross pay, less withholding taxes and FICA taxes). Any outside income earned by the faculty member at the time of application for the special activity that continues during the special activity shall not be counted in this computation. Otherwise, additional income, including increase in outside income, earned by the faculty member as a result of the special activity or during the special activity shall be included as part of the computation. The faculty member shall provide verification of outside income as requested by the Human Resources Department.

*Examples:*

	Eq. 1	Eq. 2	Eq. 3
Faculty base	\$100,000.00	\$100,000.00	\$100,000.00
College pays 50%	\$50,000.00	\$50,000.00	\$50,000.00
Faculty earns outside	\$175,000.00	\$65,000.00	\$25,000.00
Faculty reimbursement to college	\$50,000.00 *	\$15,000.00 *	\$0.00
Faculty retention of outside pay	\$125,000.00	\$50,000.00	\$25,000.00

*\*Adjusted for withholding and FICA.*

- iii. Compensation at WNCC beyond base salary: While on Professional Development Special Activity, the faculty member is not eligible for additional compensation beyond 50% of base salary. This includes Division Chair or Director responsibilities, Adjunct work, or any other paid employment at WNCC.
  - e. Any faculty member on Professional Development Special Activity shall be required to work the standard work week expected for all faculty based upon the academic calendar to enable and qualify that faculty member for fringe benefits, including health insurance.
- 2) Upon completion of a Special Activity
- a. A recipient of a Professional Development Special Activity shall be required, within 60 days of completing the special activity, to submit to the Professional Development Activity Committee and the senior leadership team, a report, presentation, or other approved activity. The report will include a summary of the experience, how the experience will add value to the academic program, students, and the College, and evidence the objectives set forth in the application have been accomplished. Failure to produce appropriate evidence may result in ineligibility to participate in future special activities and/or disciplinary action.

- b. Following a Professional Development Special Activity, the faculty member agrees to remain in the employment of the College:
  - For a minimum of one academic year for a 1-semester activity
  - For a minimum of two academic years for a 2-semester activity
- c. If this expectation is not met, the faculty member shall reimburse the College for the full cost of the special activity, with all sums due without further demand or notice.

## 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 in accordance with accreditation guidelines. Experience shall be counted as follows:

- A. Two (2) years of part-time college teaching experience shall be counted as one (1) year for placement purposes;
- B. Two (2) years of field experience in the specific discipline 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 faculty contract; (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.

### General Provisions and Terms

1. All items to be submitted for salary movement must be approved before beginning the course, training, workshop, etc.
2. Credit courses submitted for salary movement (degree program or individual course) must receive a grade of C or better in their coursework.

### Procedure:

1. Employee must complete (Salary Schedule Movement Request Form) for each course in a program, workshop, etc. (or set of hours) they intend to submit for salary movement to their respective Division Chair/Director or immediate supervisor to begin the approval process.
2. The Division Chair/Director or Immediate Supervisor (whichever is applicable), will forward the request form to the appropriate Dean (or Administrator) for approval.
3. The forms will then be sent to the VP of Educational Services for review.
4. Once reviewed, the VP of Ed Services will forward the forms to Human Resources, where they will be kept pending additional paperwork (transcripts, etc.)
5. If the request is denied, the faculty member may request a Presidential Review of the request.

6. Once the instructional employee completes the course, workshop, training, etc., the employee is responsible for sending an official transcript (for credit courses), certificate of completion (training/workshops) or any other acceptable proof of completion to Human Resources within the time frame listed above.

**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 WNCN college credit and non-credit classes taken for full time faculty and their qualified dependents. The term "child" and "dependent" shall be defined in the current Internal Revenue Code of Regulation. "Child" is defined in 26 C.F.R. § 1.151-3(a) and "Dependent" is defined in 26 C.F.R. § 1.152-1.

**ARTICLE IX  
COURSE DEVELOPMENT PROVISIONS**

New Course Development/ Course Redesign projects must be pre-approved prior to the beginning the development work, and shall be subject to the following compensation provisions (Listed below each category:

**Approval Process:**

1. Faculty must submit a completed "Request for Course Development/Redesign" sheet (See Appendix##) to their appropriate Division Chair/Supervisor
2. The form must be approved by the following before work begins:
  - a. Division Chair or Direct Supervisor
  - b. Appropriate Dean of Instruction
  - c. VP of Educational Services
3. Faculty member, in collaboration with their respective dean, and the Instructional Technology Designer must complete all items on the "Course Development/Redesign Check List" prior to submission for payment.
4. Upon meeting of all required applicable items in course check list, the faculty member must submit all of the following items for approval to the VP of Educational Services before payment is released:
  - a. The signed Request for Course Development/Revision form
  - b. The signed/approved Course Development/Redesign Checklist



- c. A copy of the new/updated Master Syllabus
- d. A copy of a Curriculum Committee Action Form (For syllabus changes)
- e. Master Castle Top or substitute (if still applicable)
- f. Any other documents requested by the Dean of Instruction and/or VP of Educational Services
- g. Completed and signed Employee Action Form

**New Course Development:**

Payment would consist of 10 development hours per course credit hour (at a rate equal to the current Extra Duty Pay (Article 1 #3 current agreement) for new course development.

$$(10 \text{ Hours}) \times (\# \text{ of credit hours}) \times (\text{Extra Duty Pay Rate})$$

This includes any course being developed defined as any of the following:

- a. Any course new to the institution (Not previously offered at/through WNCC)

**Course Redesign (significant):** This includes any course being developed/revised where an instructor must significantly change, alter, or revise the content of the course. This includes (but is not limited to) the following situations:

- A. New textbook adoption (not new edition of current text) that is forced by an out-of-print edition, changes in NTI or some other articulation agreement, or some other event making the text no longer available/obsolete. A change in text made voluntarily by an instructor or division requires justification and is subject to the approval process herein or is not subject to payment under these provisions.
- B. Other situations where the instructor must create a significant amount of new content (50% or more as determined in the approval process), which may include, but not limited to these areas:
  - a. The course is new to the instructor where no previous content for the course exists or is significantly outdated or obsolete.
  - b. If the course was previously offered or, in the case of a course reactivation, the course had not been offered or been inactive for at least four (4) academic years.
- C. By formal request from the institution under special circumstances.

Payment would consist of 5 development hours per course credit hour at the rate equal to the current Extra Duty Pay (Article 1 #3 current agreement).

$$(5 \text{ Hours}) \times (\# \text{ of credit hours}) \times (\text{Extra Duty Pay Rate})$$

## 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 staff members, and 4 at-large employees appointed by the President.
- B. The committee shall be comprised of a chair, who shall be the College Safety Officer, and a vice-chair and recording secretary, to be selected from the committee members.
- 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 "APPENDIX B".

## ARTICLE XIII RIGHT TO RENEGOTIATE

1. Right to Renegotiate. In each year, it is understood by and between the parties that there may be changes in the law concerning general fund income, budget and levy lid provisions, and modifications to state aid as a result of fiscal concerns. In the event the Nebraska State Legislature modifies budget or levy lid provisions or current level of state aid to education, WNCC reserves the right to reopen negotiations for any contract year covered by this agreement with reference to compensation only.

## ARTICLE XIV MANAGEMENT PREROGATIVES

**Section 1:** It is understood and agreed by the parties that the College possesses the right to operate the College so as to carry out the statutory mandate and goals assigned to the College and that all management rights repose in management. Such rights will be exercised in a manner consistent with the College's mission, core values, and strategic goals and with the College's philosophy that faculty are professionals who will utilize their judgment to ensure students receive the best possible learning experience. It is also understood, however, that such rights will be exercised consistent with the other provisions of this Agreement, exercised within the established shared governance structure (where applicable), principles of academic freedom applicable to community and technical college faculty, the Constitutions of the State of Nebraska and the United States, and other applicable law.

**Section 2:** These management rights include, but are not limited to:

- A. To oversee and direct the day-to-day operations and management of the College.
- B. To utilize personnel methods and means in the most appropriate manner and to establish position classifications
- C. To evaluate, manage and direct the Faculty of the College;
- D. To hire, promote, transfer, schedule and/or assign Faculty in positions within the College;
- E. To establish reasonable work rules and rules of conduct;
- F. To suspend, demote, discharge or take other appropriate disciplinary action against Faculty consistent with established College policy and Nebraska law;
- G. To determine the size and composition of the work force and in accordance with Nebraska law reduce the number of Faculty in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or non-productive;
- H. To determine the mission of the College and the methods and means necessary to efficiently fulfill that mission, including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goods or service. The provisions of this section will not be used for the purpose of undermining the Association or discriminating against any Faculty;
- I. To establish the calendar of the College; and
- J. To determine the nature, type and kind of classes or courses to be taught including the delivery method, schedule and assignment of courses for each Faculty.

**ARTICLE XV  
USE OF COLLEGE FACILITIES**

Association Members Use of College Facilities, Services, and Bulletin Boards:

The Association Members may transact official Association business on College property at reasonable times which do not interfere with normal College operations under the following terms and conditions:

- A. To better aid in the facilitation of Association business, the Association Members may use College facilities in accordance with the same procedures that College facilities are available for public use.
- B. The Association Members may use College mailboxes, email, and other electronic media, where available, for the purpose of communicating with Association Members and exchange correspondence related to Association matters and collective bargaining. BP 809 and AP 809 shall apply to these communications. However, the college shall make no effort to review Association communications and shall take reasonable measures to avoid inadvertent viewing of such communications, unless the college has reasonable cause to believe a college policy or procedure has been violated. If the Administration has reasonable cause to believe there has been a violation of the college's internet or computer use policy, with reference to Association communications, the college Administration shall notify the Association within a reasonable period of time. If the college receives a public records request that could include communications concerning Association business, the Administration shall advise the Association of such request so the Association will have an opportunity to have input concerning the college response to the public records request as governed by the Nebraska Public Records statutes.
- C. The Association Member may use designated College limited open forum bulletin boards for the purpose of communicating Association business to Association Members. The following bulletins and notices are eligible:
  - a. Notices of Association Member meetings.
  - b. Notices of Association Member elections and results.
  - c. Notices of Association Member recreational and social activities.
- D. The Association Member agrees to use bulletin boards only for the posting of bulletins and notices which comply with the aforementioned guidelines.

**ARTICLE XVI  
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 XVII 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 XVIII 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 27<sup>th</sup> Street  
Scottsbluff, Nebraska 69361

If by WCCA to Association:

Nebraska Western College Education Association  
Western Nebraska Community College  
1601 East 27<sup>th</sup> 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

By: Karen S. Anderson  
Chairperson

Dated: 1/17/2024

NEBRASKA WESTERN COLLEGE  
EDUCATION ASSOCIATION

By: [Signature]  
Scott Winters, Chief Negotiator

Dated: 1-17-2024

# Appendix A

## Request for Course Development/Revision

This form needs to be completed by the faculty member who is seeking compensation under the Course Development provisions for the development of a new course or the significant revision of an existing course.

Faculty Name: (print) \_\_\_\_\_

Date: \_\_\_\_\_

Division: \_\_\_\_\_

Name of New/Revised Course: \_\_\_\_\_

Please explain the rationale for the development/revision of this course.

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Signatures:

Division Chair: \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Dean of T & L: \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

VP of Ed Ser: \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Rationale for non-approval:

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## GRIEVANCE PROCEDURE

### APPENDIX B

#### I. Overview:

It is the intent of the College to provide faculty with both informal and formal procedures for processing grievances. Faculty and administration are encouraged to first attempt to make every possible effort to resolve conflicts through the informal procedure. The primary purpose of the grievance procedure is to provide a mechanism for Faculty and College administrators to communicate issues with the goal of resolving issues at the lowest possible level of the grievance procedure. All persons involved in the grievance procedure shall proceed in good faith and fair dealing. All persons shall be free from any and all restraint, interference, coercion, retaliation, or reprisal on the part of their associates or supervisors in making a complaint or appeal or for participating in the grievance process in any manner. All persons involved in conflict resolution shall communicate in a reflective, transparent, and respectful manner. All persons involved will be encouraged to engage in active listening to ensure a complete understanding of the relevant facts and issues. The College and Grievant shall both utilize valid and reliable data and documentation in their actions in all grievable matters, provided that the College shall bear the burden of proof by a preponderance of the evidence.

#### II. Definition of Terms:

- 1) The term "**grievance**" means a claim made by one or more faculty members or the NWCEA, or as a formal body, that there has been a violation, misinterpretation, or inequitable application of the existing negotiated agreement, Board policies, procedures, rules, or regulations which adversely affect the welfare of the person or persons making the claim.

Generally, allowed grievances can be separated into three categories:

- violation of policy - this grievance alleges that an existing policy has been violated because an administrator overlooked it or failed to apply it.
- disagreement over the meaning or application of policy - in this kind of grievance the policy is not being challenged, but rather the definition of words and their application. The grievant is alleging that the policy has been misapplied.
- dispute over facts - in this category there is no dispute over the meaning of a policy, but rather what the facts are in dispute as applied to an individual.

The following matters are not grievable under this policy:

- a. matters over which the college is without authority to act, e.g. federal, state, or civil rights laws, allegations of protected class discrimination or harassment.

- b. reappointments, promotions 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; salary matters, except that decisions concerning salary schedule movement/horizontal movement, as described in Article VII of the negotiated agreement, may be grieved.

- c. evaluations (results), assignment of a performance improvement plan, disciplinary actions and suspensions are not grievable under this policy.



d. dismissals, non-renewals, reduction in force as governed by Neb. Rev. Stat. § 85-1528 concerning termination; Neb. Rev. Stat. §§ 85-1530 through 85-1533 concerning reduction in force; and Neb. Rev. Stat. § 85-1534 concerning probationary period.

e. Any matter that challenges, modifies or eliminates any existing Board Policy, established practice or administrative procedure.

- 2) The term "**Grievant**" shall be defined as the Faculty Member or the NWCEA, on behalf of a class or group of Faculty, who is affected by an alleged misapplication or violation of a College Policy/Procedure or a specific contract term.
- 3) The term "**Peer Grievance Committee**" or "**Grievance Committee**" is a committee that shall consist of seven members, comprised of the following:
  - a. three (3) faculty members,
  - b. three (3) Administrators (two at-large members of administration and the Vice President of Educational Services [or designee if a conflict of interest is present]),
  - c. the Human Resources Executive Director, who shall be an "ex officio" member with no voting rights.
- 4) **Professional Relations, Responsibilities, and Rights (PRR&R) Committee** - NWCEA Committee charged with consulting or advising Faculty through the grievance process. PRR&R members are elected from the NWCEA membership pool and can (at the request of the faculty member/s) act as a representative or consultant for the Faculty member/s throughout the grievance process.
- 5) **WCEA** shall mean the Nebraska Western College Education Association
- 6) **Administrator(s)** shall, for the purposes of this grievance policy and inclusion in the Grievance Committee, shall mean any institutional non-faculty member who is considered by the current organizational structure to be mid-level managers or higher. Typical designations may include by are not limited to these titles: Director, Executive Director, Associate Dean, Dean, and Vice-President.
  - Division Chairs are not eligible for inclusion in this grievance committee for the purposes of filling an administrator spot, but are considered administrators/supervisors over faculty in the current WNCC organizational and divisional structure. Division Chairs are the 1<sup>st</sup> point of contact along the organizational chain of command for most faculty beginning the grievance process at Level I (Informal).
- 7) **Faculty Grievance Form (FGF):** Forms that will document the grievance process from STEP TWO through STEP FOUR. The Grievant shall fill out the form appropriate to the level of the grievance and include all pertinent information and documents relevant to the grievance level and any documentation from any previous levels the grievance has progressed through.
- 8) **Time Limit/Days:** All time limits or days, including business days, herein shall consist of any day the Administration offices are open for normal business. The numbers of days indicated at each level should be considered maximum, and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. Failure of the College representative to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.

- 9) **Notice:** Notice may be provided by email, letter, or other generally accepted methods of office communications. The person providing notice is responsible to document the date and time of delivery, including a receipt if any document is hand-delivered.

### **III. General Provisions and Terms:**

- 1) A grievance shall be forfeited and waived by the grievant if not first presented in accordance with the terms of this policy within fifteen (15) days following the occurrence, or when the grievant became aware of, or could have become aware of, the occurrence by the exercise of normal diligence giving rise to the grievance. If a Grievant has failed to comply with Level I, Informal Procedures, within fifteen (15) days following the occurrence as defined in Article III, Section 1, no further action will be taken on the grievance.
- 2) Failure of the grievant to take any action, (in accordance with the procedures described in this policy) within the time limits prescribed herein, shall constitute a waiver of any further rights under this provision resulting in a final acceptance of any prior decision (if grievance is past Level I) or will void/invalidate the grievance with prejudice and no further action can be taken on the grievance.
- 3) If a grievance is clearly non grievable under the provisions of the grievance policy, as set forth in Section II, definition of terms, no further action will be taken on the grievance.
- 4) These procedures may not be used to address inter-personal conflicts. Faculty members affected by inter-personal conflicts are encouraged to first visit with their Division Chair/Program Director or immediate supervisor, and to attempt to resolve conflicts by an internal mediation process.
- 5) Time Limits: Any time periods or deadlines herein may be extended by mutual agreement of the parties with a specified number of days.
- 6) Failure of an administrator to take action within the time limits prescribed herein shall permit the grievant to proceed to the next level.
- 7) A grievance may be withdrawn by the grievant at any step or level in the process.
- 8) Nothing herein contained shall be construed as limiting the right of any Faculty member having a grievance to discuss the matter informally with any member of the administration (except those Administrators who are selected as a member of Grievance Committee).
- 9) Appropriate Level: It is understood that there may be situations where the grievance involves the person to whom the grievant 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 the Grievance Procedures, and any relevant prior appeal timelines have been met.
- 10) Grievance Records: No documents, which are part of any grievance process, shall be retained in the grievant's personnel file, but shall be retained by the Human Resources office for the sole purpose of memorializing the grievance process. The Human Resources office shall maintain, and retain in a separate file, a complete file of the grievance records for the purpose of memorializing the grievant's process.
- 11) Right of Representation: Any grievant may have the right to assistance from or may be represented by a representative of the Nebraska Western College Education Association (NWCEA) PRR&R Committee, their own private, legal or personal representation, or any combination of the above the grievant chooses through all stages of the grievance process. Only NWCEA Association

Members may receive assistance from a representative of the Nebraska State Education Association (NSEA) in the grievance process.

The College shall also have the right to legal representation through all stages of the grievance process.

- 12) Any claim by the Administration that the matter is non-grievable as set forth in Article II, or that the Grievant has failed to comply with Level I of the Grievance Policy, or that the grievance was timely made as set forth in Article III(1), shall be submitted to the Grievance Committee for determination of that issue only before any grievance proceeds to formal Level II, Formal Peer Grievance Committee, of the Grievance Policy.

#### **IV. Grievance Procedures:**

##### **1). Level I (Informal):**

The grievant shall first request in writing an informal discussion with the grievant's immediate supervisor as described more fully below. If the NWCEA is initiating the grievance, the informal discussion will be conducted with the appropriate Dean or Administrative Vice-President.

- a. If a faculty member feels that they have a grievance, they must first discuss the matter with their Division Chairperson/Administrator to whom they are directly responsible (and a member of the PRR&R Committee if requested by the grievant) in an effort to resolve the problem and to determine the existence of a legitimate grievance, the basis for such grievance, and the possible remedies available.
- b. If the grievant's immediate supervisor is at the Dean level, then the informal discussion still takes place with the immediate supervisor. An informal discussion (and STEP II) would occur with a Dean from a different academic area if the grievant's supervisor is the subject of the grievance.
- c. To preserve the informal atmosphere, no recordings may be made during the informal grievance procedure. The immediate supervisor shall issue their decision in writing to the grievant (via email, letter, or other generally accepted methods of office communications) on the grievance within three (3) days of the informal discussion to the Grievant summarizing their findings or recommendations.

##### **2). LEVEL II (Formal): Dean Level**

###### **Step 1:**

If the matter is not satisfactorily resolved at Level I, the grievant may present the grievance in writing via the Faculty Grievance Form (FGF)-Level II-STEP 1 to the Grievant's respective Dean (or aforementioned in Level I.b. above). The grievant must file the written grievance in the office of the Dean within five (5) days after the decision at Level I has been rendered and provide a copy to the Human Resource Director. If no decision is rendered in the allotted five (5) days at Level I, the grievant has five (5) additional days from the expiration of the initial 5-day response time to file the grievance in the Dean's office.

- a. The Dean will meet with the grievant to review supporting evidence or documentation.
- b. The Dean will attempt to resolve or remedy the grievance to the extent the resolution or remedy is within the scope of their responsibilities and authority. The findings of fact and recommendations shall be presented to the Grievant by the Dean within five (5) days of the final meeting with the Dean via the FGF- Level II-STEP 1.
- c. With notice to all present, recording(s) of meetings may be made during the formal grievance procedure. A copy of the recording(s) shall be made available to the grievant, or their representative, and the Human Resources Director. If a transcript is requested, the cost of preparation of the transcript shall be shared equally by the Grievant and the Administration.
- d. Failure of the Grievant to seek an informal resolution of the grievance at Level I will be jurisdictional and will prohibit consideration of a grievance for any further steps in the process.

**Step 2: (Formal): Peer Grievance Committee**

If the grievant is not satisfied with the disposition of their grievance at Step 2, or if no decision has been rendered within five (5) days after they had first met with the respective Dean the grievant may present the grievance in writing using the FGF-level II-STEP 2 to the Human Resources Executive Director. The grievant must file the written grievance in the office of Director of Human Resources within five (5) days after the decision at Step 1 or, if there was no timely decision at Step 1, within five (5) days after the expiration of the time allowed for decision at Step 1.

- a. Upon receipt of a grievance, the Human Resources Executive Director or their designee shall assign deliberation of the grievance to the Peer Grievance Committee.
- b. The three (3) faculty members are to be drawn at-large by the Human Resources Executive Director from a WNCC faculty committee pool (All Full Time, Continuing Contract Faculty chosen by the Faculty Assembly at the start of the academic year are eligible). If the grievant is represented by a member of the PRR&R Committee, no other PRR&R committee members may be a part of the Grievance Committee. Faculty committee members may not be drawn from the academic division from which the grievant is posted; nor may they be drawn from the division against which the grievance is claimed. The At-Large administration members must be drawn from outside of the academic or functional area against which the grievance is claimed.
- c. The Human Resources Executive Director shall assign the deliberation of the grievance within five (5) days after receipt of the Step 2 grievance. The Committee shall set a hearing date for the grievance. This shall take place within ten (10) days after the Grievance Committee has been appointed.
- d. The Grievance Committee shall consider written documents and oral testimony as the parties may present. An exhibit list shall be prepared by the grievant and the college representative consisting of all the documents both parties want to be considered by the Grievance Committee. The Grievance Committee can request additional documents and additional witnesses before closing the record and beginning deliberations of the grievance. The

Grievance Committee may continue the hearing in order to obtain additional documents or witnesses, if necessary. Once a record is closed, no additional documents or witnesses may be considered by the Grievance Committee.

- e. Once the record is closed, the Grievance Committee shall deliberate in closed session and issue a written decision within five (5) days after the hearing has been closed. The findings of the Grievance Committee shall be presented to the grievant within two (2) days by the Human Resources Director in compliance with the notice provisions of this policy.

An audio recording shall be made of the Grievance Committee proceedings. A copy shall be provided to the grievant, or their representative, and to the administration's representative. If the Grievant requests Presidential review of the Grievance Committee decision, a transcript shall be prepared. The cost of preparing the transcript shall be shared equally by the Grievant and the Administration.

- f. All proceedings before the Grievance Committee shall be confidential and no member of the Grievance Committee shall disclose to any third-party any information concerning the deliberations of the Grievance Committee. The Grievance Committee hearing may be conducted in close session, if appropriate and allowed by Nebraska law.

In the event of a Grievance Committee tie, the grievance shall proceed to STEP 3 of the process.

### **Step 3 (Formal): Presidential Review**

If the grievant is not satisfied with the disposition of their grievance at Step 2, or if no decision has been rendered within five (5) days after the close of the hearing with the Grievance Committee, the grievant may present the grievance in writing to the President using the FGF-Level II-Step 3. The grievant must file the written grievance in the office of the President within five (5) days after the decision at Step 2 or, if there was no timely decision at Step 2, within five (5) days after the expiration of the time allowed for decision at Step 2.

- a. The President, or their authorized representative, shall act for the administration at Step 3 of the grievance procedure. Within five (5) days after receipt of the written appeal for a hearing by the President, the President shall meet with the grievant for the purpose of considering the grievance. Each party shall have the right to include in their representation such witnesses deemed necessary to develop the facts pertinent to the grievance. A recording of the hearing shall be made and a copy shall be provided to the grievant, or their representative, and to the college representative. If the Grievant requests review by the Board of Governors subcommittee, a transcript of the proceedings shall be prepared. The cost of the preparation of the transcript shall be shared equally by the Grievant and the Administration.
- b. The President shall assign the deliberation of the grievance to Step 4 if a conflict of interest is present in the President's Office.

- c. The written decision in Step 3 shall be issued within five (5) days after the close of the hearing. A copy of the written decision on the FGF-Level 2-Step 3 form, will be presented to the Grievant by the Human Resources Executive Director (or their designee) within two (2) days of receipt of the decision.

#### **Step 4 (Formal) Board of Governors Sub-Committee**

- a. If the grievant is not satisfied with the disposition of their grievance at Step 3, or if no decision has been rendered within five (5) days after they have first met with the President, or within five (5) days after the expiration of the time allowed for a decision at Step 3, they may file the grievance with the Board Chairperson. The grievance form and appeal documents must be received by the Board Secretary in care of the office of the President within five (5) days after receipt of the written response at Step 3.
- b. Upon receipt of the appeal, the Board Chairperson shall appoint three members of the Board of Governors to hear the grievance appeal on the morning of the next regularly scheduled monthly Board meeting, provided, however, that no such hearing shall occur sooner than twenty (20) calendar days after the Step 3 grievance appeal is received by the Board Secretary. In addition, the Board Committee may hear the grievance appeal at such other time as the grievant and the Board Committee may mutually agree.
- c. The grievance hearing before the Board Committee shall be conducted based upon the record of exhibits and witness statements presented at Steps 2 and 3 of the grievance process. The grievant shall present their claims to the Board and have an opportunity to make comments and arguments in support of the grievance. Administration representatives shall then present comments and arguments to the Board in support of the administration's response to the grievance. The grievant shall have an opportunity to respond to the administration's presentation and the administration shall have a final opportunity to respond to any new information presented by the grievant. The committee members may ask questions of either party. After the evidence and arguments have been presented, the Board Committee shall close the hearing portion of the appeals process and deliberate in executive session.
- d. 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 Committee may discuss the grievance in open session. The Board Committee may also schedule another meeting of the Board Committee to consider the grievance. In any event, the Board Committee shall render a written opinion signed by the Chair of the Board Committee, within thirty (30) calendar days after the close of the grievance hearing and shall immediately provide a copy of the written opinion to the grievant and to the College President.
- e. Each party in interest shall have the right to include in the presentation such witnesses deemed necessary to develop the facts pertinent to the grievance. A full record (video/audio) of such hearing shall be kept by the Secretary of the Board and made available to the parties involved upon written request.
- f. The decision of the Board Committee shall represent the final decision regarding the

grievance within the institution's formal grievance process.

#### **Miscellaneous Provisions**

- a. Informal Discussion – Nothing contained herein shall be construed as limiting the right of the grievant at any time or at any level to discuss the matter informally with the appropriate supervisor/administrator of the College and have the grievance informally adjusted.
- b. Hearings and Conferences Closed – All conferences, meetings, and hearings under this procedure shall be conducted in closed sessions and shall include only the person conducting the conference, meeting or hearing, the grievant, the Grievant's designated representative(s), personnel of the College who are involved, witnesses, and the College's representative(s).
- c. Costs – The grievant/Association shall pay their own costs and attorneys' fees or other representation fees and the College shall have no liability in respect thereto. Similarly, the College shall pay its own costs and attorneys' fees or other representation fees and the grievant/Association shall have no liability in respect thereto.
- d. Conferences, Hearings, and/or Discussions – The management representative(s) responsible at any grievance level may hold such conferences, meetings or hearings, and/or discuss the matter with such persons or witnesses, as they believe may be helpful in understanding or resolving the grievance.
- e. Witnesses – Witnesses at any step in the proceedings may be sequestered upon the request of either party. Witnesses shall testify under oath.

# Western Nebraska Community College

## FACULTY GRIEVANCE REQUEST FORM LEVEL TWO Step 1

Fill Out the Gray Section and Deliver to the Appropriate Supervisor

Name and ID # (Grievant/Complainant): \_\_\_\_\_

### INITIATION OF LEVEL 2 Step 1 (FORMAL)

Please attach the signed/completed level 1 (informal) request form, your official statement of events, and any additional documents pertaining to the Level 1 (Informal) meeting with your Level 2 request.

\_\_\_\_\_ I am requesting a formal meeting with the appropriate Supervisor (or designee) to formally present a grievance for consideration.

Date of Request: \_\_\_\_\_

Date of Delivery to / Receipt by Supervisor \_\_\_\_\_

### To Be Filled out by the appropriate Supervisor (or designee )

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Date

Received \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

Recommendation from Supervisor:

\_\_\_\_\_ Ruled Against

\_\_\_\_\_ Equitable Solution Found

\_\_\_\_\_ Other

Summarize Findings and Recommendations

Attach additional sheets if necessary

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\_\_\_\_\_  
Faculty Member(s) signatures (s)

\_\_\_\_\_  
Date Presented to Grievant

\_\_\_\_\_  
Supervisor Signature



# Western Nebraska Community College

## FACULTY GRIEVANCE REQUEST FORM LEVEL Two, Step 2

### Grievance Committee

Fill Out the Gray Section and Deliver to the Human Resources Executive Director

Name and ID # (Grievant/Complainant): \_\_\_\_\_

#### INITIATION OF LEVEL 2 Step 2 (FORMAL) Peer Grievance Committee

I am formally requesting the Human Resources Executive Director convene the Peer Grievance Committee to hear my grievance.

I have included the signed/completed Level 1 and Level 2 Forms and all attached documents pertaining to both Level 1 and 2 meetings/findings

Date of Request: \_\_\_\_\_ Date of Delivery to / Receipt by Chief Human Resources Officer \_\_\_\_\_

#### To Be Filled out by the Human Resources Executive Director (or designee )

Date Request Received \_\_\_\_\_

#### Peer Grievance Committee Members

Faculty 1 \_\_\_\_\_ Admin 1(at-large) \_\_\_\_\_

Faculty 2 \_\_\_\_\_ Admin 2 (at-large) \_\_\_\_\_

Faculty 3 \_\_\_\_\_ Vice President of Ed Serv. \_\_\_\_\_

#### Recommendations/Findings of the Committee.

\_\_\_\_\_ Tie: Proceed to Level 4 (Formal) for Table B Items only

\_\_\_\_\_ Matter Resolved

\_\_\_\_\_ Rules Against

#### Summarize Committee Findings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach additional sheets if needed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Faculty Member(s) signatures (s)

Date Presented to Grievant

\_\_\_\_\_  
Human Resources Executive Director Signature (or designee)



# Western Nebraska Community College

## FACULTY GRIEVANCE FORM

### LEVEL TWO-STEP 4 BOARD OF GOVERNORS SUB-COMMITTEE

Fill Out the Gray Section and deliver to (via the Office of the President) the Board Chair

Name and ID # (Grievant/Complainant): \_\_\_\_\_

#### INITIATION OF LEVEL TWO-STEP 4

\_\_\_\_\_ I am formally requesting the Board of Governors Chair convene the Board Grievance Sub-Committee to hear my grievance:

Date of Request: \_\_\_\_\_ Date of Delivery to / Receipt by President's Office \_\_\_\_\_

#### To Be Filled out by Board of Governors Chair

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Date Of Hearing: \_\_\_\_\_

Recommendation from Sub-Committee:

- \_\_\_\_\_ Ruled Against  
\_\_\_\_\_ Equitable Solution Found  
\_\_\_\_\_ Other

Summarize Rationale for Recommendation

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\_\_\_\_\_  
Faculty Member(s) signatures (s)

\_\_\_\_\_  
Date Presented to Grievant

\_\_\_\_\_  
Board Chair