

**NEBRASKA WESTERN COLLEGE
EDUCATION ASSOCIATION**

AND

**WESTERN COMMUNITY COLLEGE AREA
BOARD OF GOVERNORS**

NEGOTIATED AGREEMENT

*Effective: September 1, 2022
through August 31, 2023*

INDEX

Article I – Compensation

Salary	1
Overload and Teaching Pay.....	1
Extra Duty Hourly Pay Rate.....	1

Article II – Insurance

Health and Dental Insurance.....	1
IRS 125 Plan.....	2
Life Insurance.....	2
Disability Insurance.....	2
Vision Insurance.....	3
Supplemental/Accident Insurance.....	3
Open Enrollment.....	3

Article III –Student Enrollment Incentive

Student Enrollment Incentive.....	3
-----------------------------------	---

Article IV-Retirement Plans

Retirement Plans.....	4
Matching Contributions.....	4

Article V – Leave Policies

Sick Leave.....	4
Personal Leave.....	5
Bereavement Leave.....	5
Community Service Leave.....	5
Leave of Absence.....	5
Political Leave.....	5
Sabbatical Leave.....	6

Article VI – Salary Schedule Placement

Salary Schedule Placement.....	7
--------------------------------	---

Article VII – Salary Schedule Movement / Horizontal Movement

Salary Schedule Movement / Horizontal Movement.....	8
---	---

Article VIII – Tuition Remission

Tuition Remission.....	9
------------------------	---

Article IX – Course Development Provisions

Approval Process.....	9
New Course Development and Course Redesign.....	10

Article X - Safety Program

Safety Program.....	11
---------------------	----

Article XI – Re-Employment	
Re-Employment.....	11
Article XII – Grievance Policy.....	12
Article XIII – Right to Renegotiate.....	24
Article XIV – Management Prerogatives.....	24
Article XV – Use of College Facilities.....	25
Article XVI – Totality of Agreement.....	26
Article XVII – General Purpose.....	26
Article XVIII – Related Agreement Provisions	
Separability.....	26
Accessibility to Agreement.....	26
Notice.....	27
Items of Agreement.....	27
Omissions.....	27
Appendix	
Request for Course Development/Revision.....	28

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.

2022-2023 NEGOTIATED AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, 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.

ARTICLE I COMPENSATION

1. Total Compensation. NWCEA base salary and employer paid benefits shall reflect the total package increase of 2% for the 2022-2023 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, 2022, 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 \$975.00 per credit 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 \$ \$2,110.15 per month (\$25,321.80 per year), the cost of employee only coverage is \$748.34 per month (\$8,980.08 per year), and the Federal Poverty Line Safe Harbor (2022) is \$108.83 per month (\$1,305.96 per year). Category A equals \$639.51 per month ($\$748.34 - \$108.83 = \639.51) or \$7,674.12 per year. Category B equals \$1,470.64 per month ($\$2,110.15 - \$639.51 = \$1,470.64$) or \$17,647.68 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.
- C. If an institutional need exists to enroll over 30 students in the section, the Instructor forwards a recommendation to the appropriate Vice-President that the class cap be raised to 35.
- D. The Vice-President 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 Vice-President has been made).
- E. The Vice-President files an employee action form requesting the payment on behalf of the instructor 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 alteration 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 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 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 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.

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 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 in accordance with accreditation guidelines. 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. The term "Children and Dependents" shall be as defined in the current Internal Revenue Service Code of Regulations.

ARTICLE IX COURSE DEVELOPMENT PROVISIONS

Course development/ adaptation/ conversion 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/Revision" 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. Dean of Teaching and Learning (if applicable)
 - c. VP of Educational Services
3. Faculty member, in collaboration with their respective dean, the Dean of Teaching and Learning and, the Instructional Technology Coordinator must complete all items on the

“Course Development/Revision Check List” (To be developed by the Dean of Teaching and Learning) 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. A copy of the new/updated Master Syllabus
 - c. A copy of a Curriculum Committee Action Form (For syllabus changes)
 - d. Master Castle Top or substitute (if still applicable)
 - e. Any other documents requested by the Dean of Teaching and Learning and/or VP of Educational Services
 - f. Completed and signed Employee Action Form

New Course Development:

Payment would consist of 10 development hours per course credit hour (at the rate of \$28 per development 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.

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)

		Base Hours Per Credit Hour	Stipend for course modailty	Total Course Development
New Course Development Base Amount Per Credit Hour:		10	\$50	
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): 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:
- The course is new to the instructor where no previous content for the course exists or is significantly outdated or obsolete.
 - 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 of \$28 per development hour. 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 modailty	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

ARTICLE X SAFETY PROGRAM

- 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.
 - Membership shall be comprised of 4 members of the Faculty, 4 staff members, and 4 at-large employees appointed by the President.
 - 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.
 - 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

- 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

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.

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, performance improvement plans, discipline and suspensions.
- 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.

Generally, allowed grievances can be separated into three categories:

- a. violation of policy - this grievance alleges that an existing policy has been violated because an administrator overlooked it or failed to apply it.
- b. 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.
- c. 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.

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) **NWCEA** 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.

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.

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 article within fifteen (15) days following the occurrence, or when the grievant became aware of the occurrence, giving rise to the grievance. Any time periods or deadlines herein may be extended by mutual agreement of the parties with a specified number of days.

2) A grievance may be withdrawn by the grievant at any step or level in the process.

3) 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).

4) **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.

5) **Time Limits:** Failure of the grievant 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 grievant to proceed to the next level.

6) **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. No documents, which are part of any grievance process, shall be retained in the grievant's personnel file. These documents shall be retained by the Human Resources office, in a separate file that represents the grievant's record, for the sole purpose of memorializing the grievance process.

7) **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 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.

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 he/she has a grievance, he/she must first discuss the matter with his/her Division Chairperson/Administrator to whom he/she is 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 an informal decision in writing (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 his/her 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 his/her 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.

Step 2: (Formal): Peer Grievance Committee

If the grievant is not satisfied with the disposition of his/her grievance at Step 2, or if no decision has been rendered within five (5) days after he/she 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 his/her 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 his/her 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.

- e. 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 his/her 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 his/her 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 his/her 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 his/her 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 his/her grievance at Step 3, or if no decision has been rendered within five (5) days after he/she had first met with the President, or within five (5) days after the expiration of the time allowed for a decision at Step 3, he/she 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 his/her 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 his/her/its 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 he/she believes 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 Dean

Fill Out the Gray Section and Deliver to the Appropriate Dean

Name and ID # (Grievant/Complainant): _____

INITIATION OF LEVEL 2 Step 1 (FORMAL) Dean

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 Dean (or designee) to formally present a grievance for consideration.

Date of Request: _____ Date of Delivery to Dean _____

To Be Filled out by the appropriate Dean (or his/her designee)

Name: _____ Position/Title: _____

Date Received _____ Date of Meeting: _____

Recommendation from Dean:

_____ Ruled Against
_____ Equitable Solution Found
_____ Other

Summarize Findings and Recommendations

Attach additional sheets if necessary

Faculty Member(s) signatures (s)

Date Presented to Grievant

Dean 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 VP of Human Resources _____

To Be Filled out by the Human Resources Executive Director (or his/her 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 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

Faculty Member(s) signatures (s)

Date Presented to Grievant

Board Chair

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

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 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

By: J. Lynn Klender
Chairperson

Dated: 2-16-2022

NEBRASKA WESTERN COLLEGE
EDUCATION ASSOCIATION

By: [Signature]
Scott Winters, Chief Negotiator

Dated: 2-16-2022

APPENDIX

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.

Signatures:

Division Chair: _____ Approved _____ Not Approved _____

Dean of T & L: _____ Approved _____ Not Approved _____

VP of Ed Ser: _____ Approved _____ Not Approved _____

Rationale for non-approval:
