AGREEMENT
THIS AGREEMENT ORIGINALLY made and entered in the 11 day of November, 1985, by
and between the WESTERN COMMUNITY COLLEGE AREA BOARD OF GOVERNORS
and the WESTERN EDUCATION ASSOCIATION.

W I T N E S S E T H:

Western Community College Area Board of Governors and the Western Area Education
Association hereby agree as follows:

1. Definitions. For the purpose of interpreting and implementing this Agreement, the
following terms shall have the meanings set forth adjacent thereto;
   a. Faculty: shall mean permanent instructional staff excluding administrators,
counselors, librarians and individuals holding temporary contracts.
   b. Salary: shall mean that salary received for instructional duties by continuing
   faculty and shall exclude fringe benefits, overtime pay, administrative pay,
   summer school pay, extra duty pay and other or additional compensation of any
   kind whatsoever.
   c. Contract Year: shall mean the period commencing on the first day of the
   academic year and continuing thereafter until 12:00 midnight of the first day of
   the next following academic year.

2. Other Terms and Conditions. Except as expressly modified by this Agreement, the
remaining terms and conditions of employment for the term of this Agreement shall be
those as set forth in the collective bargaining agreement and attachments thereto, copies
of which are attached hereto as Exhibit “A” and incorporated herein by express reference.

3. Communications; Cooperation. Further, the parties agree as follows:
   a. The Association hereby agrees to bargain collectively within the financial
   parameters of the Western Community College Area’s funding for equitable
   salaries and to cooperatively work toward settlement of negotiations early in the
   budgetary process.
   b. The Board recognizes the importance of open, swift and participatory bargaining.
   In light thereof, the Board of Governors of the Western Community College Area
   commits itself to creating a more cooperative environment in the collective
   bargaining process by establishing regular meetings to inform the Association on
   matters of mutual interest, by the establishment of more direct communication
   processes with the faculty and the Board of Governors both during negotiations
   and at other times and by its agreement to work cooperatively toward settlement
   of negotiations as early as is practicable during the budgetary process so as to
   provide primary consideration for negotiation of faculty salaries.

4. 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 the Board 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.

5. **Management Rights.** Anything herein to the contrary notwithstanding, the Board, except as expressly provided in this Agreement, reserves exclusively unto itself all of the right, powers, discretion, authority and prerogatives vested in it whether exercised or not; and nothing herein shall be construed in any manner to constitute a delegation or waiver of any such rights, power, discretion, authority or prerogatives so vested in the Board or its designees.

   WHEREFORE, the parties have entered into this Agreement in full, complete and final compromise settlement and satisfaction of their disputed claims and fully intend the same to be binding upon themselves, their members, successors and assigns.
Bereavement Leave

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 through the College President’s office. 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.

Source: January 19, 1983

Community Service Leave

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.


Disability Insurance

Disability Insurance
Disability insurance shall be employee-funded and required as a condition of full-time employment.


Extra Duty Pay

Extra Duty Pay
Extra Duty Pay is a negotiated item and shall be adjusted and made a part of the current compensation terms.

Source: July 1995; revised June 2009.

Fair Dismissal

Fair Dismissal

1. Employee should be notified by the appropriate administrator of inadequate service at the earliest possible time following the contractual violation; hopefully on or before the first week of November for the purpose of correcting the contractual violation that has occurred.

2. On or before the third week in December, an evaluation should take place between the employee and the appropriate administrator to determine if the inadequacies have been eliminated.

Source: September 17, 1983

Health Insurance

Health Insurance
The Board shall pay 100% of the annual premiums for the Educator’s Health Alliance Plan, of the Blue Cross and Blue Shield of Nebraska for the following plans:

1. Health Insurance - $350 deductible, for the employee spouse and children.

2. Dental Insurance – Preferred Provider Option – 80% A & B with 50% C coverage for the employee only.

Source: September 1, 1983; revised February 20, 1992; revised June 17, 1992; revised August 25, 1993; revised July 20, 1994; revised July 15, 1995; revised September 16, 1997; revised September 15, 1999; revised May 16, 2001; revised August 1, 2002; revised July 21, 2004; revised July 20, 2005; revised July 18, 2007; revised June 16, 2009; revised May 19, 2010.

Leave of Absence

Leave of Absence
At the discretion and recommendation of the College President, the Board of Governors 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 by arranging with the Business Office for billing of the employee for the total premium cost. In making a

*For policy terms and conditions contact the Human Resources Office.
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.

Source: January 19, 1983

Life Insurance

The Board shall provide $3.00 towards the monthly life insurance premium for the employee and his/her dependents.

Source: January 19, 1983.

Overload Pay

Overload pay is a negotiated item and shall be adjusted as negotiated and made a part of the current compensation terms.

Source: January 19, 1983; revised June 19, 2009; May 18, 2011.*

Personal Leave

Personal leave of four (4) days per annum will be allowed to each permanent full-time faculty member for the purpose of transaction of personal business without loss of pay, if 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.

Source: January 19, 1983

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. 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.

Source: January 19, 1983

Retirement

Full-time faculty are required to take part in the college sponsored retirement plan with Teachers Insurance Annuity Association/College Retirement Equities Fund by contributing either 6, 7, or 8% of their regular monthly pay to their individual account. The College will match 100% of the faculty employee’s contribution as part of the regular monthly contribution.

Source: January 19, 1983; revised July 20, 2005

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 the Board of Governors at the February meeting.

Related Provisions

1. Eligibility

   a. A member of the faculty shall become eligible for sabbatical leave after continuous full-time

*For policy terms and conditions contact the Human Resources Office.
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.

b. A recipient of sabbatical leave shall become eligible for a subsequent sabbatical leave only after fulfilling the requirement of Section a) above again, with time of service being calculated from the date of his/her returning to duties at the College.

c. The duration of a sabbatical leave granted to an individual shall not be used to determine eligibility for application for a subsequent leave.

2. Application
a. 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.

b. The completed application form shall be submitted to the Sabbatical Leave Committee Chairperson through the President.

c. 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 the Board at the February meeting.

d. 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.

e. Failure of the Board 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.

3. Criteria for Evaluation of Sabbatical Leave Request
a. How will the individual be more useful to the College?

b. How will leave improve the individual’s ability?

c. Applicant’s past contributions to the College?

d. Has the applicant presented a scholarly application?

e. Complete program of study and activities proposed—past, present and future?

4. Requirements of Recipients of Sabbatical Leave
a. 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.

b. 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

*For policy terms and conditions contact the Human Resources Office.*
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.

c. Sabbatical leave may be terminated prior to the expiration date only upon mutual agreement between the recipient and the Board.

d. 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.

5. Sabbatical Leave Committee
   a. The Sabbatical Leave Committee shall consist of five members: the chief educational services officer, two faculty members, one member of the Board, and the President.

   b. The Committee reserves the right to reject any or all applicants that do not meet the proper qualifications.

Source: January 19, 1983

**Salary Schedule Movement/ Horizontal Movement**

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.

The BOARD 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

*For policy terms and conditions contact the Human Resources Office.*
(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.

Source: September 1, 1984; revised February 20, 1992; revised June 17, 2002.

Salary Schedule Placement

All Full-time Faculty and Instructional Resource Personnel shall be entered on the salary schedule according to education and experience. Experience shall be counted as follows:

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

b. Two (2) years of work experience in the specific Instruction Resource 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, the BOARD 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 tracks in which they have been placed will be divided by the number of contracted days and then multiplied by the employment in the salary schedule.

Column Base Change
The ability to hire new unit members shall be increased by increasing the base by 90% of the average faculty increase.


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.

Source: January 19, 1983; revised September 15, 1999

Sick Leave

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

If an employee is required after ninety (90) calendar days to implement the long-term disability plans, the College will grant sick leave up to that date that the long-term disability plan goes into effect. The Board of Governors 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.

*For policy terms and conditions contact the Human Resources Office.*
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 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.
Source: August 18, 1982

**Summer School Pay**

Summer School Pay

Summer school pay is a negotiated item and shall be adjusted and made a part of the current compensation terms.
Source: January 19, 1983; revised June 19, 2009; May 18, 2011.*

**Tuition Remission**

Tuition Remission

The Board of Governors, effective August 20, 1987, shall grant free tuition for college credit and non-credit classes taken for full time faculty and his/her spouse and unmarried children under the age of 24 years, or unmarried dependents under the age of 24 years of said faculty member. Children shall be defined as ‘Child’ as defined in Section 1.151-3 (a) of the IRS Code of Regulations. Dependent shall be defined as: ‘Dependent’ as defined in Section 1.152-1 of the IRS Code of Regulations.
Source: January 19, 1983, revised September 30, 1987

**Voluntary Early Retirement Incentive Plan**

Voluntary Early Retirement Incentive Plan

A. **Eligibility.**

Members of the faculty of the WEA bargaining unit may receive any early retirement incentive. Early retirement shall be available only for said members of the bargaining unit who must be at least 55 years of age and have a minimum of 15 years continuous full-time employment at Western Nebraska Community College prior to beginning early retirement. Full-time employment for faculty is nine (9) months in any fiscal year. Part-time members of the bargaining unit shall not be eligible for early retirement.

B. **Application.**

An application for early retirement shall be made, in writing, to the Human Resources Office, Western Nebraska Community College, Scottsbluff Campus. Applications will commence to be received 8:00 a.m. on January 10th through February 10th at 4:30 p.m., preceding the retirement date. The number of applicants allowed to participate in the voluntary early retirement incentive plan shall be limited to the retirement fund budgeted by the Board of Governors for the Western Community College Area for each fiscal year, plus the amount previously budgeted for early retirement which had not been allocated to the retiree. If the number of applicants exceeds available funds for each fiscal year, the following criteria shall determine which member of the bargaining unit may utilize said voluntary early retirement incentive plan:

1. Full-time length of service at Western Nebraska Community College;
2. First acceptance date of employee at Western Nebraska Community College;
3. First application received at Human Resources Office

*For policy terms and conditions contact the Human Resources Office.
commencing January 10th at 8:00 a.m.

C. Available Funds.
1. The amount of early retirement contributions which is calculated or part of total compensation shall be $125,000 per contract year.
2. Interest accruing on restricted account for early retirement shall accrue to the early retirement restricted amount.
3. For each contract period, the Board of Governors for Western Community College Area shall, as part of the negotiations, negotiate the amount to be used for early retirement for each fiscal year. Said amount shall be placed in a restricted account for said applicant or applicants and shall be distributed from said restricted account for the benefit of said retiring member of the bargaining unit in payments as called for in subparagraph E. The Board of Governors for the Western Community College Area reserves the right to make additional funds available other than funds negotiated as a result of collective bargaining. It is agreed by and between the parties that the amount of available funds shall be set aside to fully fund each applicant’s total retirement. No member of the bargaining unit shall be eligible for early retirement unless funds are available to totally compensate said early retiree. Once retired, personnel will not again be employed full-time by this institution.

D. Group Health Insurance Participation.
Subject to the approval of the health care provider, an early retiree may elect to utilize a portion of the early retiree’s funds for medical insurance.

E. Annual Payment Options.
1. In one lump sum on September 1st of the calendar year of early retirement;
2. In one lump sum on September 1st of the calendar year following the year of retirement;
3. In two equal payments, the first payment on September 1st of the calendar year of retirement and the second on September 1st of the calendar year following the year of retirement;
4. Three equal payments, first of September 1st of the calendar year of retirement and the second on September 1st of the calendar year following the year of retirement and the third on September 1st of the next calendar year.

F. Beneficiary Designation.
In order for the application to be considered complete, the applicant must designate a beneficiary. In the case of death of a retiree, any unpaid balance of benefits will be paid to a named beneficiary in the same amount and manner as in the case of the retiree.

G. Calculation of Benefit.
A retiree will be paid by Western Community College Area in the amount of 60% of the last fiscal year’s salary, plus 5.3% of the salary for each full-year of service beyond the first 15 years of service. The maximum amount of benefits shall be 150% of the last fiscal year’s salary. Ages shall be determined as

*For policy terms and conditions contact the Human Resources Office.*
of July 1st of the fiscal year in which the employee is applying for early retirement. “Salary” refers to salary paid from tracks which exclude salary paid for coaching duties, extra services, adjunct contracts, fringe benefits, and extra duty contracts.


Related Provisions:
IRS 125 Plan
That the section 125 plan is hereby modified to allow former employees eligible for early retirement benefits to provide for the employee’s health insurance benefit (single coverage) beginning the first of the month following the date of retirement and continuing during the Faculty Members lifetime until the earlier of the dates that the Faculty Member becomes eligible for coverage under Medicare or attains age 67. This coverage would require the Faculty Member to be at least 55 and have been employed by WNCC for at least ten (10) consecutive years. The cost would be calculated from the Early Retirement Payment (at employee’s election only).

Source: February 20, 1992; revised September 15, 1999

COURSE DEVELOPMENT PROVISIONS

New Course Development
New Course Development
BOARD agrees to increase to $150.00 per credit hour for new course development.


Existing Course Adaptation
Existing Course Adaptation
BOARD agrees to increase to $60.00 per hour for adapting a current course.


ITV Conversion
ITV Conversion

Subject to prior approval by the College President or his designee, the BOARD shall pay $125.00 per credit hour for pre-authorized courses to convert said courses to suitable TV format. The College President, or his designee, reserves the right to determine the appropriate ITV format.

Source: July 15, 1995.

ILC Course Adaptation
ILC Course Adaptation
Instructors who develop courses for the Independent Learning Center will be paid a one-time payment of:

1. $110.00 per semester hour for developing an original course; or
2. $50.00 per semester hour for adapting a course and writing the examinations.

Additionally, the instructor will be responsible for assisting each student enrolled in the Independent Learning Center course that he/she has developed. Compensation for this assistance will be at the rate of $27.50 per semester hour completed, prorated based on the percentage of work the student completed in the course.

Source: January 19, 1983

*For policy terms and conditions contact the Human Resources Office.