

ARTICLE IX – GRIEVANCE PROCEDURE

Section 1 – Overview: Any complaint, disagreement or an alleged misapplication or violation of this Agreement between the College and the Association (or any employee covered by this Agreement) concerning the application or interpretation of the terms of this Agreement, or any College Policy/Procedures listed within Section 5 Tables B & C, pertaining to wages, benefits, or terms and conditions of employment may be the subject of a grievance under this grievance procedure.

The parties recognize that several terms of this grievance procedure are new and untested, and while its design aims to carry out the intent expressed below, the parties understand that the procedure may require adjustments prior to the end of this contract. Therefore, the parties agree that Article IX may be renegotiated upon the request of either party at the conclusion of each contract year of the Agreement.

It is the intent of the College to provide Members 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 Members 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.

A Member who feels they have been discriminated against on the basis of race, color, ethnicity, religion, sex, age, marital status, national origin, veteran status, sexual orientation, disability or other factors prohibited by law may seek relief through this grievance procedure or pursuant to the provisions of the College Handbook Policy E-3f (1-3), or both.

The grievance procedure includes both an informal component and formal component:

Informal Procedure: The informal procedure, as the term would imply, is a procedure whereby a Member who believes there has been misapplication or violation of a term of this Agreement or College policy/Procedures listed within Section 5 Tables B & C can informally discuss the matter with his or her Division Dean. The purpose of this discussion is to seek resolution of the issue. If the Faculty Member and the Dean cannot resolve the issue through informal discussion, the parties will have the opportunity to present the matter to a Peer Review Panel prior to the initiation of a formal grievance. Both the Member and the College should recognize that in some circumstances the problem may be due to miscommunication, misunderstanding, personality conflict, or other reasonably resolvable issue, and that informal conflict resolution may be more appropriate for addressing the issue. Conflicts can often be resolved if the parties involved communicate their concerns, listen to each other, and show a willingness to compromise and/or change. The informal procedure is designed to enable and empower the parties to reach a mutually satisfactory resolution.

Formal Procedure Overview: The formal procedure is designed to provide the parties a formal mechanism for resolving Member grievances. Although the formal procedure provides steps allowing a Member to proceed to binding arbitration, a primary goal of the formal procedure is to resolve the issue as expediently as possible and at the lowest possible level of supervisory authority.

Section 2 – Definitions:

A. Grievance: shall be defined to mean any dispute or controversy between a Faculty Member and the College whereby there has been an alleged misapplication or violation of a term of this Agreement, or College Policy/Procedures listed within Section 5 Tables B & C. The term shall not apply to any matter in which the College is without authority to act.

B. Grievant: shall be defined as the Faculty Member or the Association on behalf of a class or group of Faculty Members, who are affected by an alleged misapplication or violation of a College Policy/Procedures listed within Section 5 Tables B & C or contract term.

C. Party: Party or parties refers to the Grievant and the Responsible Administrator involved at the particular level of the grievance process where the term is used.

D. Party in Interest: shall mean the Grievant, the Faculty Association, and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

E. Mediator: an unbiased facilitator who assists the parties in clarifying and understanding their different points of view, identifying common ground, generating and evaluating alternatives, and attempting to reach a mutually acceptable resolution.

F. Peer Review Committee: shall consist of seven (7) College Faculty Members selected by the Faculty Association who will from time to time be asked to sit on a grievance Peer Review Panel.

G. Peer Review Panel: shall consist of three members of the Peer Review Committee selected by the Faculty Association to review a Member grievance that reaches Level 2 of the Formal Grievance Procedure. The Peer Review Panel will provide non-binding findings of fact and recommendations.

H. Days: shall be defined to mean calendar days excluding Saturdays, Sundays, the actual day of a holiday and Faculty non-contract days.

I. Association or Faculty Association: shall be defined to mean the Southeast Community College Faculty Association.

Section 3 – General Provisions and Terms:

A. A grievance must be initiated within fifteen (15) days (refer to Section 2-H for definition of days) after discovery of the occurrence of the act or omission giving rise to the alleged grievance. Repeated or continued conduct by the College related to the act or omission giving rise to the grievance, or actions by the College causing the Faculty Member to believe the issue may be resolved without need to initiate a grievance, shall toll the time period in which the grievance must be initiated. Any time periods or deadlines herein may be extended by mutual agreement of the parties. If the parties agree on an extension of a particular deadline, and no set amount of days is stated, the default shall be to extend the period for an amount of days equal to that of the original time period. If the person acting on behalf of the College fails to meet a responsive deadline, the Grievant may proceed to the

next step or level as if the person had timely responded. A grievance involving compensation may be grieved at any time.

B. The Faculty Association may join multiple Members in a single grievance to assert a right to relief with regard to an issue or matter that impacts such Members jointly, and severally under similar facts, or in the alternative in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of contract or policy common to all grieving members is present.

C. A grievance may be withdrawn at any step or level.

D. At Level 1 of the formal grievance procedure, the Grievant must clearly state or provide the contract provision, or College Policy/Procedures listed within Section 5 Tables B & C that is alleged to have been violated.

E. Nothing herein contained shall be construed as limiting the right of any Member having a grievance to discuss the matter informally with any member of the administration.

F. To preserve the informal atmosphere, no tape recording may be made during the informal grievance procedure. With notice to all present, tape recordings may be made of meetings involved in the formal grievance procedure. A copy of the recording shall be made available to any person present at such meeting.

G. At any level of the grievance procedure, either party may have up to three (3) representatives of their choice present as observers who may also serve as consultants to the parties. Unless the parties agree, no party shall have as a representative any person who may be involved in the facilitation of the grievance at a subsequent level. For example, during Informal Step 1, it would be inappropriate for the Dean to have as a representative the Vice President of Human Resources or the Grievant to have as a representative any member of the Peer Review Committee.

H. At any level of the grievance procedure, one (1) Association Grievance Representative may attend and participate in any meeting, hearing, appeal, or other proceeding related to a Member grievance. The Association Grievance Representative acting in this role will not count toward the Member's three (3) representatives provided for the above. Moreover, at any meeting or other proceeding in the formal grievance procedure, any party, upon providing reasonable notice to all parties, may have legal representation who may participate in such meeting or proceeding.

I. Nothing contained herein shall be construed to prevent any Association Member from presenting a grievance and having the grievance adjudicated without the intervention of the Association. If an Association Member does not want an Association Grievance Representative to participate in the process at any level, the Association Grievance Representative may still attend but must do so strictly as an observer and may not participate.

J. At any level of the grievance procedure, either party shall have the right to bring in witnesses to present factual information regarding the grievance. Such testimony may also be offered in the form of an affidavit.

K. All documents, communications and records retained by the College pertaining to a Member grievance shall be filed separately from the Personnel Files of the participants.

L. All meetings and hearings under this procedure through Level 3 shall not be conducted in public and shall include only the parties, their designated or selected representatives, individuals designated as fact witnesses, and individuals representing the Association.

M. In the course of any investigation of a grievance, the Grievant, designated representatives of the Grievant, designated representatives of the College, members of a sitting Peer Review Panel, or a Faculty Association Grievance Representative investigating such grievance may contact the Vice President for Instruction for the purpose of obtaining information relevant to the investigation. The Vice President for Instruction shall cooperate fully and timely in providing the requested information.

N. If, in the judgment of the Association, certain grievable conduct affects a group or class of Association Members, the Association may initiate a grievance on behalf of the Association, and may initiate such grievance at any level of the grievance procedure the Association deems appropriate to obtain immediate resolution of the issue. This term shall not prevent or limit the Association's right to bring a complaint before the Commission on Industrial Relations for adjudication of prohibited practice.

O. Certain grievance forms shall be used in processing grievances:

- a. Request for Peer Review
- b. Peer Review Panel Findings and Recommendations
- c. Grievance Form 1 (to initiate Formal Level 1)
- d. Grievance Form 2 (to initiate Formal Level 2)
- e. Grievance Form 3 (to initiate Formal Level 3)
- f. Demand to Arbitrate (to initiate binding arbitration)

P. No reprisals of any kind shall be taken by the College against any party in interest, any representative, any Member, or any other participant in the grievance procedure by reason of such participation, and no action or inaction by the College upon which a grievance is based shall have effect during the pendency of the grievance.

Q. At any level in the formal grievance procedure through Level 3, any decision made by the administrator at that level must be in writing and accompanied by the reasoning or justification for the decision. A meeting between the Grievant and the administrator must occur at each level in the formal grievance procedure to discuss the issue and for clarity.

R. At each level of the grievance procedure, the Grievant must provide the reasoning or justification for appealing the decision made at the previous level, including identification of the alleged misapplication of the applicable contract provision or College policy or procedure, and the facts which support such allegation.

S. At any level in the grievance procedure, the Grievant and the administrator charged with making a determination at that Level may mutually agree to initiate and utilize the mediation process as set forth herein.

T. No grievance shall be denied solely on the basis that a Grievant failed to adhere to a particular term or requirement of the grievance procedure if the Grievant can present good and verifiable justification for such failure, or where a denial on this basis would result in an outcome contrary to the purpose of this procedure or the parties' duty to proceed in good faith.

Section 4 - Grievance Representative:

A. Members of the Southeast Community College Faculty Association selected by the Association to act as Association Representatives within the context of the grievance procedure shall be known as "Association Grievance Representatives." The names of Association Members selected as Association Grievance Representatives for the ensuing year shall be certified in writing to the President by the Association no later than September 1 of each year.

B. The Association may designate up to two (2) Association Members for Beatrice, three (3) Association Members for Milford, and four (4) Association Members for Lincoln as Association Grievance Representatives, and one (1) Grievance representative who will act as area-wide grievance coordinator.

C. When requested by an Association Member, an Association Grievance Representative may investigate any alleged or actual grievance in their assigned area of responsibility and assist in its presentation.

Section 5 – Limitations on Certain Grievances: Except as otherwise provided herein, a Grievant shall be entitled to process his or her grievance through all levels of the grievance procedure, except that grievances based upon the following College policies or procedures listed in Table “B” below are not grievable beyond Formal Level 1. The term Applicable Vice-President of the College shall mean the Vice-President for Human Resources (VPHR), Vice-President Instruction (VPI), Vice President of Administrative Services – Resource Development (VPAS-RD), or Vice-President – Access Equity Diversity (VP-AED).

Grievances Limited to Respective Vice President – Table “B”

<i>Subject of Grievance</i>	<i>Policy and Procedure No. Reference (if applicable)*</i>	<i>Policy and Procedure Title (if applicable)</i>	<i>Applicable Vice-President</i>
Employment Issues:			
• Initial Employment Issues	E-2a	Beginning Employment	VPI
• Instructor Expectations	E-2e	Instructor Expectations	VPI
• Personnel File	E-3h	Personnel File Information	VPHR
Compensation Issues:			
• Payroll/Salary Computation	D-1i	Payroll/Salary	VPAS-RD
• Benefit Eligibility and Election	E-3i (1-31)	Benefits for Eligible Employees	VPHR
Professional Performance Issues:			
• Staff Development Attendance and Requirements	E-3b	Staff Development	VPI
• Performance evaluation	E-3c	Evaluation	VPI
• Oral warning or reprimand regarding unsatisfactory conduct or performance	E-3c	Evaluation	VPI

<i>Subject of Grievance</i>	<i>Policy and Procedure No. Reference (if applicable)*</i>	<i>Policy and Procedure Title (if applicable)</i>	<i>Applicable Vice-President</i>
<ul style="list-style-type: none"> Written warning or reprimand regarding unsatisfactory conduct or performance 	E-3c	Evaluation	VPI
<ul style="list-style-type: none"> Disciplinary action 	E-4e	Disciplinary Separation	VPI
<ul style="list-style-type: none"> Resignation 	E-4b	Resignation	VPI
<ul style="list-style-type: none"> Ending Employment 	E-4f(1)	Exit Procedures	VPI
Professional Assignment			
<ul style="list-style-type: none"> Work Schedule 	E-2f(1-2)	Work Schedules	VPI
<ul style="list-style-type: none"> Assignment 	E-2g	Assignment	VPI
<ul style="list-style-type: none"> Transfer 	E-2h(1-2)	Transfers	VPI
<ul style="list-style-type: none"> Reduction-in-force 			VPI
Work Environment and Personal Conduct Issues:			
<ul style="list-style-type: none"> Motor Vehicle Safety and Vehicle Safety Guidelines 	E-7 and E-7b	Motor Vehicle Safety and Vehicle Safety Guidelines	VPAS-RD
<ul style="list-style-type: none"> Discrimination or Harassment 	E-3F	Discrimination or Harassment (if brought under the Grievance procedure)	VP-AED
<ul style="list-style-type: none"> Professional Ethics 	E-5	Code of Ethics	VPI
<ul style="list-style-type: none"> Professional Boundaries 	E-6	Consensual Sexual or Romantic Relationships	VPI

*Reference to a “Policy” shall include all procedures under such Policy.

And, grievances based on the following College Policies/Procedures are not grievable beyond the decision of the President of the College:

Grievances Limited to President of the College – Table “C”

<i>Subject of Grievance</i>	<i>Policy or Procedure No. Reference (if applicable)*</i>	<i>Policy or Procedure Title (if applicable)</i>
Intellectual Property	A-20	Intellectual Property
Instructional Services	C-1a	Instructional Services
Technology Services	C-2a	Technology Services
Board Responsibility	D-1a	Board Responsibility

*Reference to a “Policy” shall include all procedures under such Policy.

Any Member of the Faculty who has completed the two-year probationary period and receives notice of possible contract termination has a statutory right to a hearing before the Board of Governors under Neb. Rev. Stat. § 85-1528. Any such Member of the Faculty shall be required to proceed under the provisions of § 85-1528 and shall not have a right to grieve the notice of possible termination nor the actual termination of their employment by the Board of Governors.

Section 6 – Informal Procedure: Prior to the initiation of a formal grievance, the Grievant shall (1) present the potential grievance to a Faculty Association Grievance Representative for review and comment, and to ensure the grievance pertains to a matter involving a term of this Agreement, or a College Policy/Procedure listed within Section 5 Tables B & C, pertaining to wages, benefits, or terms and conditions of employment; and (2) after review with the Faculty Association and a determination to proceed with the grievance, attempt to resolve the matter through the informal procedure set forth below. All parties shall adhere to the rules set forth in this section.

Step 1 (Informal Meeting)

The Grievant, within the time period set forth in Section 3., paragraph A. above, shall request an informal meeting to discuss the dispute with the Grievant’s Division Dean (Dean). The Grievant shall clearly articulate to the Dean the nature of the grievance and the remedy sought. The purpose of the meeting is to seek resolution of the matter expeditiously and at the lowest possible level in the grievance process.

Step 2 (Peer Review Panel)

If at the end of the discussion(s) in Step 1, or after a later in time response from the Dean if the Dean had requested additional time to consider the matter, the Grievant is not satisfied with the outcome, the Grievant may submit the matter for review by a Peer Review Panel. To request review by a Peer Review Panel, the Grievant must complete a Request for Peer Review form and submit one copy to each of the following within five (5) days from the conclusion of the informal meeting outlined in Step 1: 1) the Faculty Association Grievance Coordinator, 2) the Grievant’s Division Dean, 3) the applicable Vice-President, and 4) the Vice President of Human Resources.

Peer Review Panel Selection: The Faculty Association shall be responsible for forming a standing seven (7) member Peer Review Committee composed of full time College Faculty Members. Committee members will be elected or appointed by the Faculty Association Executive Team, and will serve renewable one-year terms. At least one Faculty Member from each campus will serve on the Committee. A representative of the Faculty Association shall, within five (5) days of receiving the Request for Peer Review form, select from the Peer Review Committee a three (3) member panel (Peer Review Panel). No Peer Review Committee member working in the same academic program, section, division, or department as the Grievant, or who otherwise has a conflict of interest with either party or the matter at hand, may serve on the Panel.

Procedure: A representative designated by the Faculty Association will be responsible for scheduling the Peer Review Panel hearing, with consideration given to the schedules of the Panel members and each party in interest. Within ten (10) days of the Faculty Association’s receipt of the Request for Peer Review form, the Panel shall conduct a full and fair hearing on the issues raised by the Grievant. This period may be extended upon agreement of the parties. Prior to or during the hearing, the Panel may require the production from any party or College administrator any additional information or documentation it deems relevant to the grievance. At the hearing, each party may offer narratives, exhibits, or witness testimony (or affidavits in lieu of witness testimony). Each party shall be given a fair opportunity to be heard. The Panel may examine any party or witness. The Panel shall determine the length of the hearing. The hearing may be continued by the Panel for good cause. Within five (5) days of the conclusion of the hearing, the Panel shall deliver its written findings of fact and recommendations to the Grievant, the Dean, the applicable Vice-President, and the Vice President of Human Resources. The Panel’s findings of fact and recommendations shall be recorded on a Peer Review Findings and Recommendations form. The Panel’s decision or recommendations are non-binding.

The Panel’s recommendation may include, but are not limited to:

- 1) A recommendation that the Grievant withdraw the grievance.
- 2) A recommendation that the Grievant proceed to Formal Level 1.
- 3) Recommendation(s) for how the matter may be resolved informally by agreement.

Section 7 – Formal Procedure:

LEVEL 1

If the grievance is not resolved to the satisfaction of the Grievant through the informal procedure, the Grievant may initiate the formal grievance procedure by submitting a Grievance Form 1 and related materials to the applicable Vice-President in writing, a copy shall be provided to the Vice President of Human Resources. Level 1 of the formal grievance procedure must be initiated within ten (10) days following the receipt by the Grievant of the Peer Review Panel's findings and recommendations. Within fifteen (15) days after receipt of Grievance Form 1, the Applicable Vice-President shall coordinate and conduct a meeting with the Grievant and his or her representatives, and shall issue to Grievant a written decision in response to the grievance; such decision shall be titled "Level 1 Response." Should the Grievant be unsatisfied with the decision of the Applicable Vice-President, the Grievant may, within ten (10) days of the receipt of the decision of the Applicable Vice President, request in writing that the VPHR (or his/her designee, if the issue involves a decision of the VPHR) review the facts presented with regard to the grievance and the decision of the Applicable Vice President. As part of such review, the VPHR (or designee) shall, within fifteen (15) days of the aforementioned request, meet with the Grievant and his or her representatives and the Applicable Vice-President and conduct an informal mediation meeting in an attempt to seek resolution of the grievance. If the matter is not resolved through such mediation, the VPHR shall, based upon the facts presented, render an independent decision on the grievance; such decision shall be titled "Independent Decision of the VPHR." If the grievance is based on a college policy or procedure listed in Section 5, Table "B", the grievance process is ended at this Level 1 stage.

LEVEL 2

If the Grievant is not satisfied with the decision of the Vice-President of Human Resources at Formal Level 1, the Grievant may submit the matter to mediation. To submit the matter to mediation, the Grievant shall, within ten (10) days following receipt of the Level 1 Response, complete a Grievance Form 2 (Notice of Mediation) form and provide one copy to the Vice President of Human Resources, one copy to the applicable Vice-President, and one copy to the Faculty Association Grievance Coordinator. If the Grievant believes that attempts at mediation would be futile, the Grievant may bypass the mediation requirement and proceed directly to Formal Level 3.

The Vice President of Human Resources shall be responsible for coordinating the mediation of the dispute.

The mediation shall be conducted by the primary mediator proposed by either party unless the VPHR determines there to be a good cause basis why such individual should not conduct the mediation. If the VPHR determines there is a good cause basis why the primary mediator proposed by the Grievant should not conduct the mediation, the proposed alternate mediator shall conduct the mediation unless the VPHR determines there to be a good cause basis why such individual should not conduct the mediation. Any costs associated with the use of the primary or alternate mediator proposed by the Grievant will be borne equally between the Grievant (or the Association if the Grievant is a member of the Faculty Association) and the College. If the VPHR determines there is a good cause basis why neither the primary nor alternate mediator should conduct the mediation, the mediation shall be conducted by a randomly selected trained mediator through the Mediation Center, and any costs associated will be borne solely by the College.

The mediation may include and/or involve any party or individual that the Grievant, the College, or the mediator believe would be helpful in moving the matter toward resolution.

The mediation shall begin and conclude within ten (10) days of the VPHR identifying the mediator to be used, unless an extension is agreed upon by all parties, or, due to the schedule of the selected mediator, this deadline cannot be met. The VPHR will be responsible for scheduling the mediation, with consideration given to the schedules of each party in interest.

The mediation shall proceed in any manner the mediator believes is appropriate and productive in moving the matter toward resolution.

LEVEL 3

If the parties are unable to reach a resolution through mediation, and the grievance is not of the type specifically excluded by Section 5 above, the Grievant may proceed to Formal Level 3 by submitting a Grievance Form 3 and related materials to the President of the College. Level 3 of the formal grievance procedure must be initiated within ten (10) days following the conclusion of mediation, or upon the expiration of the time within which mediation is to be conducted, whichever is longer. Within thirty (30) days after receipt of Grievance Form 3, the President of the College shall coordinate and conduct a meeting with the Grievant and his or her representatives, and shall issue to Grievant a written decision in response to the grievance; such decision shall be titled "Level 3 Response." The President may have additional time to respond due to demands on the President's time. For example, additional time may be needed during an ongoing legislative session, which requires unscheduled and frequent presence at the Capitol or other mandatory events. In any event, such extension shall not cause the grievance to extend beyond six (6) months from the date of the filing of the formal grievance at Level 1. If the grievance involves a College policy or procedure listed in Section 5, Table "C", the grievance process is ended at this Level 3 stage.

LEVEL 4

If the Grievant is not satisfied with the resolution proposed by the President at Level 3, and the grievance is not of the type specifically excluded by Section 5 above, the Grievant may choose to have the matter resolved by binding arbitration.

Binding Arbitration:

To initiate arbitration, the Grievant shall submit a Demand to Arbitrate form to the President of the College within ten (10) days after the Grievant receives the decision of the President, (or respective Vice President as identified in the table), at Level 3, or within ten (10) days after expiration of the time allowed for a decision in Level 3, whichever is longer.

Terms Pertaining to Arbitration:

- (i) The arbitrator will be a member of the American Arbitration Association.
- (ii) Upon receipt of a Demand to Arbitrate, the College and the Grievant (or a representative of the Grievant) will jointly contact the American Arbitration Association to determine which local arbitrators are available and willing to serve under an hourly rate agreed upon by the Grievant (or the Faculty Association if the Grievant is a member of the Faculty Association) and the College. The parties, or representatives of the parties, shall confer within ten (10) days after determining the list of available and willing arbitrators and shall alternate striking names from such list, with the College striking the first name in any odd-numbered year and the Association striking the first name in any even-numbered year. The last name remaining unstricken shall be the arbitrator.
- (iii) The arbitrator's fee shall be borne by the College. The parties shall pay their own attorney fees in connection with the arbitration and any hearing before the arbitrator.
- (iv) There shall be a hearing before the arbitrator on the matter in dispute, at such time as may be specified by the arbitrator, with consideration given to the schedules of the parties in interest. Unless otherwise mutually agreed by the parties, the hearing will be held at a College campus location to be specified and provided

by the College without monetary charge to the Association. At the outset of the hearing, the parties shall deliver to the arbitrator an agreed and stipulated written joint submission statement which shall state the issue to be decided. If the parties are unable to agree upon a joint submission statement, each party shall submit to the arbitrator its own submission statement which shall state the submitting party's version of the issue to be decided.

(v) The arbitrator may continue or postpone the hearing as the arbitrator deems reasonably necessary. The arbitrator shall render his or her decision or award within thirty (30) calendar days after the arbitrator closes the hearing. Either party may request an expedited ruling upon the showing of good cause, as determined by the arbitrator.

(vi) The decision of the arbitrator on the matter shall be final and binding on the Association, all bargaining unit employees, and the College, except that:

(a) The arbitrator may not award any remedy or relief that a Nebraska state district court would not have jurisdiction to award or that would conflict with the Constitution or laws of the United States or of the State of Nebraska.

(b) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

(c) The arbitrator shall have no power to establish wage scales or rates on new or changed jobs or to change any wage or other compensation or employee benefit rate or scale.

(d) The arbitrator shall have no jurisdiction or power to rule upon any matter, issue or complaint that is not based upon an alleged breach or violation, or the interpretation or application, of a provision of this Agreement or College policy.

(vii) If any matter is submitted to an arbitrator and the arbitrator finds that he/she has no power or jurisdiction to rule on the matter, the arbitrator shall refer the matter back to the parties without any decision, recommendation or comment upon the merits of the matter. In such instance, the Grievant may proceed in filing suit in the District Court of Lancaster County, Nebraska.

(viii) The Grievant and the College shall each have the right to file suit or other legal proceedings to confirm an arbitrator's award rendered under and pursuant to this arbitration procedure. Similarly, the Grievant and the College shall each have the right to file suit or other legal proceedings to vacate, modify or correct, upon any ground or grounds allowable by law, an arbitrator's award rendered under and pursuant to this arbitration procedure.

(ix) Except to the extent inconsistent with this Article, the Nebraska Uniform Arbitration Act (Neb. Rev. Stat. §§ 25-2601 et seq.) shall apply respecting any arbitration under or pursuant to this Agreement and any subsequent proceedings relating to or arising out of such arbitration.