



**Western Nevada College**

**Nevada Faculty Alliance (NFA)**

**NFA Contract**

**2014**



## **Table of Contents**

Overview

Preamble

Article 1 Recognition

Article 2 – Definitions

Article 3 - Association Prerogatives and Responsibilities

Article 4 – Miscellaneous

Article 5 – Faculty Evaluation Process

Article 6 - Classroom observations by administrators

Article 7 - Grievances Regarding Annual Performance Evaluations

Article 8– Grievances –Other Than Annual Performance Evaluations

Article 9 – Academic Faculty Workload

Article 10 - Faculty Workload Assignments

Article 11 – Academic Year and Instructional Days

Article 12 – Additions to the Workforce

Article 13 – Reassignment

Article 14 – Salary

Article 15– Benefits

Article 16 Emergency/Temporary Faculty Appointments Applied to Tenure

Article 17 Conclusion of Negotiations

## **Overview**

The parties to this agreement are the Board of Regents (BOR) of the Nevada System of Higher Education (NSHE) acting on its behalf and on behalf of the Western Nevada College (WNC), (hereinafter collectively and individually called "administration"), and the Western Nevada College Nevada Faculty Alliance, (hereinafter called "WNC-NFA").

## **Preamble**

The intent of both parties in carrying out their responsibilities is to promote the quality and effectiveness of education at WNC and to establish an orderly procedure for the resolution of differences between the NSHE and the faculty who are members of the bargaining unit. These objectives are best accomplished by a good faith, cooperative and collegial relationship in the Nevada System of Higher Education (NSHE). This Preamble being a statement of intent is not subject to the grievance procedures contained in this Agreement.

## **Article 1 Recognition**

NSHE hereby recognizes that the WNC-NFA has been elected as the sole and exclusive representative for purposes of collective bargaining activities as described in the Board of Regents Handbook for all academic faculty employed by WNC in the professional service of the NSHE for a period exceeding six months at .50 FTE or more, but excluding adjunct faculty members and administrative faculty.

## **Article 2 – Definitions**

"A" Contract - faculty that work a standard work week, year round, and earn annual leave

"B" Contract - faculty that work a 171 day contract and are not eligible for annual leave

Academic Faculty - all professional employees holding academic professional contracts (.5 FTE or more; instructional faculty, counseling faculty, library faculty as authorized by the Board of Regents Handbook)

Academic Director - Administrative faculty who are responsible for all functions of an academic division

Academic Program - An academic program or curriculum is defined as a set of courses and requirements that result in a degree or a certificate, or a set of courses and requirements that form a substantial part of any degree or curriculum (i.e. general education)

Academic Projects - Specific projects designed to increase student learning, student participation in and completion of academic programs, and specific projects and programs designed to enhance student life and experience at WNC

Academic Year - the period between the beginning of the academic term in the fall and the end of the academic term in the spring

Administrative Faculty - Administrators holding faculty contracts where teaching is not their primary responsibility

Administrator - any Director, Dean, Vice President, or professional employees in the President's Office, confidential, supervisory or managerial employee or assistant to any of the above named administrators.

Bargaining Unit - faculty members who are covered by the NFA contract

Benefits - compensation, holidays, and employee leave

Calendar Year - January 1 through December 31

Contact Hours - a unit of instruction whereby faculty are involved with students in a course or laboratory/clinical setting

Credit Hours - a unit assigned to a course that is based upon the amount of contact hours

Dean - an administrator holding the position title Dean or the responsibilities equivalent to Dean level

Duty Days - the 171 days of a contract that faculty are required to work per academic year

Fiscal Year - July 1-June 30

Full-time Equivalent (FTE) - faculty who are contractually full-time (1.0)

Grievance – a written complaint filed by a faculty member that alleges an act or omission by the WNC Administration resulting in an adverse impact on their employment conditions

Grievance Counting Days - working days excluding the first day, but including the last day

Instructional Full Load - 30 instructional units per academic year

Instructional Unit - 50 minute lecture hour per week OR 15/18 of a lab hour OR 15/20 of a practicum or clinical hour

Liaison - an individual that provides communication or cooperation between entities

Overload - compensation paid for work provided beyond the contract-determined 'instructional full load'

Plus Days - days assigned to do work beyond the designated 'duty days'

Reassigned Time - teaching load that is reduced in consideration of the performance of administrative duties

Salary - monetary compensation for base contract work completed for NSHE

Stipend - monetary compensation for special services rendered beyond the base contract

Teaching Faculty - faculty members who assume teaching as their primary work responsibility

Tenured - faculty who have been granted tenure by the Board of Regents

WNC-Nevada Faculty Alliance - collective bargaining agent for faculty members at WNC

Working Days - traditional Monday through Friday, non NSHE defined holidays, unless traded for Saturday and/or Sunday

Workload - teaching and other academic assignments that are contractually determined

## **Article 3 Association Prerogatives and Responsibilities**

### **3.1 Non-Discrimination**

3.1.1. Both the NSHE and the WNC-NFA agree that the provisions of this Agreement shall be applied uniformly to all members of the bargaining unit as applicable. The NSHE agrees that it will not discriminate against any member of the bargaining unit with respect to hours, wages, or any other terms and conditions of employment as described in the Board of Regents Handbook and in this Contract by reason of membership in the WNC-NFA, participation in any lawful activities of the WNC-NFA, or any grievance, complaint or proceeding under this agreement.

3.1.2. The WNC-NFA agrees that it will represent all members of the bargaining unit fairly and without reference to membership in WNC-NFA. WNC-NFA asserts that membership in the WNC-NFA is not compulsory and that members of the bargaining unit have the right to join or not join the WNC-NFA as each may decide. Neither WNC-NFA nor NSHE shall coerce or discriminate against any faculty member in the exercise of such right.

### **3.2 Contract Administration Training/Attendance at Conventions**

WNC-NFA shall have a total of up to twenty (20) working days paid leave per year to be distributed by WNC-NFA to delegates to attend contract administration/training conventions. Participation by any one individual will not exceed five (5) working days per year. Each person who will be absent has the responsibility to arrange for a qualified replacement and WNC shall not be liable for any compensation for the replacement. WNC-NFA shall provide ten (10) working days' notice to the President of WNC, or designee, and to the supervisor of the individuals who are seeking to attend such programs and the identity of the replacements. It is expected that the President, or designee, will approve such requests or present reasons for denial to the faculty member.

## **Article 4 – Miscellaneous**

### **4.1 Completeness of Contract**

This writing constitutes the entire Contract between the parties, and no oral statement shall add to or supersede any of its provisions; nor shall any action or practice under this Contract modify its clear terms unless expressly agreed to in writing by the parties.

### **4.2 Savings Clause; Severability**

All provisions of this Contract shall be applicable, performed or enforced only to the extent permitted by law. In the event that any provision of this Contract is or shall at any time be found by a tribunal of competent jurisdiction to be contrary to law, all other provisions of this Contract shall remain in force and effect, and the parties shall meet for the purpose of negotiating a substitute for the void provision. “Law” as used herein shall include statutory laws, executive orders and other rules properly adopted which have the force and effect of law.

### **4.3 Individual Faculty Contracts**

Individual faculty contracts shall be consistent with this Contract.

### **4.4 Bargaining on a Successor Contract**

The parties agree to commence bargaining for a successor Contract at a time and place mutually convenient to the parties.

### **4.5 Duration**

This Contract shall become effective July 1, 2014 and shall remain in effect until the close of business on June 30, 2017. By the mutual agreement of the WNC-NFA and the WNC Administration, this Contract may be reopened for minor modifications which will be handled by a memorandum of understanding.

### **4.6 Choice of Laws and Choice of Forum**

Any legal dispute brought under this Contract shall apply the laws of the State of Nevada in interpreting this Contract as well as in enforcing the same, without giving effect to its conflict of law principle. Any action filed to litigate any element of this agreement or to seek the interpretation thereof shall be filed in the 1<sup>st</sup> Judicial District Court in Carson City, State of Nevada, unless preempted by federal law in which case it shall be filed in the U.S. District Court for the District of Nevada.

### **4.7 Lawful Disclosure**

Any disclosure of information that is prohibited herein shall be allowed if done pursuant to lawful subpoena or court order.

#### 4.8 Fiscal Consideration

In the event that NSHE financial status is seriously impacted by the passage of any state or federal law, which restricts the budget of any of the special assignments provided for in this Contract, the release time equivalencies and/or stipends may be open for renegotiation. Any such renegotiation shall have general application and not individual application.

#### 4.9 Employee Management Committee

During the course of this Contract, the WNC President will form an Employee Management Committee (50% academic faculty) to address issues which may arise regarding faculty welfare.

## **Article 5 – Faculty Evaluation Process**

### 5.1 Overview

The faculty evaluation cycle is the academic year. The faculty evaluation process will consist of an annual plan to set goals for the academic year (due 9/1 of each year), a self-evaluation to determine the completion of the criteria as set forth in the annual plan (due 4/1 of each year), and an administrative classroom observation in accordance with Article 6 - Classroom Observations by Administrators. The 2014 spring semester will be included in the 2014-2015 evaluation cycle.

### 5.2 Authority

5.1.1. The appropriate vice-president will be the final authority for faculty evaluations.

5.1.2. Directors will coordinate the evaluation process and assign a rating.

### 5.3 Annual Plan

5.3.1. Faculty members are to complete their annual plan by September 1<sup>st</sup>. The annual plan sets measurable criteria by which the faculty member notifies their director and the administration of their professional intent for each academic year. Annual plans are to address goals related to teaching, professional development, college-wide involvement, and community participation.

5.3.2. The criteria set forth in the annual plan are the result of a collaborative effort by the administration and the Academic Faculty Senate. The WNC president shall create a committee to establish, review and modify the faculty evaluation criteria. This committee shall consist of at least 50% tenured faculty. The criteria shall reflect and support goals as described in the College Mission Statement. The criteria should be broad enough in scope that students, faculty members, and the needs of the College are adequately met.

5.3.3. Once established, annual plans may be modified by the faculty member as situations or circumstances warrant. It is the responsibility of the faculty member to keep their director apprised of any changes to the annual plan. The most current annual plan shall be used as the evaluative tool in the annual evaluation.

### 5.4 Annual Evaluation Process

5.4.1. By April 1<sup>st</sup>, faculty members will complete their self-evaluation. The self-evaluation completed should reflect the completion of the criteria as set forth in the annual plan.

5.4.2. The director shall use the contents of the annual self-evaluation, student evaluations, classroom observation(s), and elements of the faculty member's annual plan to designate a rating for the faculty member. A minimum of one

class observation will be conducted per academic year for tenured faculty. For non-tenured faculty, a minimum of one class observation will be conducted per academic semester. The director shall provide for a confidential process by which the faculty member can review his or her annual evaluation once it is complete and signed.

5.4.3. The director will schedule a meeting between the two parties to review the contents of the evaluation. The faculty member will review the annual report and attach their signature indicating they have read the annual evaluation.

5.4.4. Prior to the review by the vice-president, either party may request a full-time faculty evaluation committee read, verify, and comment on the evaluations.

5.4.5. The appropriate vice-president shall review the contents of the self-evaluation written by the faculty member and the ratings assigned by the director. The vice-president may, at his or her discretion, adjust the ratings.

5.4.6. Annual reports may be used to incorporate recommendations made during the evaluation process and/or to mentor faculty. After an annual evaluation process has been signed off by the director, the vice-president, and the faculty member, the evaluation cycle is considered complete and final.

## 5.5 Unsatisfactory Evaluations of Tenured Faculty

5.5.1. Formation of Faculty Support Committee: If, after the completion of the above process and the process set forth in Article 7 of this contract (if applicable), a tenured faculty member covered by this Contract has received a first unsatisfactory evaluation, the evaluator will, with the agreement of the faculty member, create a three (3) person committee for the purpose of working with the faculty member to improve his/her performance. The faculty member shall choose one (1) member of the committee; the evaluator shall choose another member. The two (2) members thus chosen shall meet and choose a third (3rd) member for the committee from an instructional discipline similar to the faculty member's. All members of the faculty support committee shall be tenured faculty. All participants in the meeting or hearing must comply with confidentiality requirements related to personnel matters.

5.5.2. Duties of Faculty Support Committee: During the semester following the unsatisfactory evaluation, the faculty support committee shall meet with the evaluator to determine the basis for the unsatisfactory evaluation. The committee, with the cooperation of the evaluator, will prepare objectives to be met by the faculty member in regaining a satisfactory level of job performance. The faculty support committee shall then meet with the faculty member for the purpose of preparing a plan to meet the objectives the committee has developed. The faculty member shall be given the opportunity to suggest revisions to the objectives, and the committee shall decide whether these are appropriate. The plan will then be recommended to the evaluator for approval. The faculty support committee shall

meet at least twice with the faculty member during the academic year following the first unsatisfactory evaluation for the purpose of reviewing progress and offering assistance in meeting the objectives.

5.5.3. Report of Faculty Support Committee: Prior to April 1 in the year following the first unsatisfactory evaluation, the faculty support committee shall submit a report to the appropriate Academic Director, detailing the objectives that were established and the committee's evaluation of the faculty member's performance in meeting the objectives. A copy of the faculty support committee's report shall be made available to the faculty member under review. The Academic Director shall prepare the faculty member's evaluation, taking into account the report of the faculty support committee.

## 5.6 Confidentiality

Directors shall comply with confidentiality requirements related to personnel matters in the faculty evaluation process.

## **Article 6 - Classroom Observations by Administrators**

6.1 Administrators will provide faculty at least five (5) working days notice, by email, of their intent to observe a class. Faculty may agree to a classroom observation sooner than five (5) working days, at their discretion.

6.2 Classroom observations should be carried out in such a manner that the class is not disrupted by the administrator. The observing administrator should not engage faculty or students during the class period.

## **ARTICLE 7– GRIEVANCES REGARDING ANNUAL PERFORMANCE EVALUATIONS**

7.1 Pursuant to Board of Regents Code, Title 2, Chapter 5, Section 5.12.3, “Each institution and the System Office shall adopt, in their respective bylaws, a procedure for review of a faculty member’s adverse annual evaluation rating, as provided in Section 5.16 of the NSHE Code. Academic and administrative faculty who disagree with the supervisor’s evaluation may submit a written rejoinder, as provided for in Title 4, Ch. 3, Sec. 4(5).”

7.2 All meetings or hearings resulting from an adverse annual performance evaluation rating shall be internal and handled in accordance with the following procedures. It is in the best interests of the individual and WNC that disagreements concerning the job performance of a member of the faculty be resolved quickly. Adverse annual performance evaluation timelines shall honor the most restrictive regular contract days of any of the grievance parties. (This refers to the type of contract: A, B, B Plus.)

7.3 The evaluated faculty member is referred to herein as the Petitioner. The evaluator is referred to herein as the Respondent.

7.3.1. The Petitioner who disagrees with an annual performance evaluation rating will request a meeting with the Respondent within ten (10) calendar days of the receipt of the adverse annual evaluation report to discuss the evaluation and resolve the problem. The Respondent shall agree to such a meeting within ten (10) calendar days of the Petitioner’s request. The petitioner may be accompanied by a representative if the petitioner so chooses. The faculty representative may be a fellow faculty member or other person designated by the petitioner. The petitioner shall notify the respondent at the time the meeting is set if he or she will be accompanied by a representative. If the petitioner elects to have a representative present, the respondent may then choose to be accompanied by a representative of the administration’s choosing. Otherwise the meeting shall be limited to the petitioner and the respondent. All participants at the meeting must comply with confidentiality requirements related to personnel matters.

7.3.2. If the petitioner is not satisfied with the results of the meeting with the respondent, the petitioner must submit a written statement to the respondent which clearly indicates the portions of the written evaluation with which the petitioner disagrees and the reasons for the disagreement. This statement shall be submitted within ten (10) working days of the meeting between the petitioner and the respondent. The statement shall be attached to the petitioner’s written performance evaluation and become part thereof.

7.3.3. If the adverse evaluation is not modified to the satisfaction of the petitioner, and with the agreement of the petitioner, a peer evaluation through the Evaluation Review Committee as defined in paragraph (d) will be conducted within 60 days. The respondent’s official evaluation and the petitioner’s rejoinder and/or peer evaluation will be retained in the petitioner’s personnel file along with

other recommendations from the review process. If a peer evaluation, or any other review process result in a recommendation that the initial evaluation be changed, that recommendation shall be forwarded to the President or designee of the institution, who, at his or her discretion, may change the petitioner's evaluation by means of an addendum attached to the front of the evaluation stating how the evaluation is being changed and the reasons for the change. If the President or designee does not change the evaluation, the reasons shall also be stated by means of an addendum attached to the front of the evaluation. The President or designee shall sign the addendum and provide a copy to the petitioner and the evaluator.

7.3.4. The Ad Hoc Adverse Evaluation Review Committee shall consist of one member chosen by the respondent and another chosen by the petitioner. The two members thus chosen shall meet and choose a third member for the committee. All participants in the meeting or hearing must comply with confidentiality requirements related to personnel matters.

## **Article 8– Grievances –Other Than Annual Performance Evaluations**

### 8.1 Overview

Disagreements allegedly resulting in an adverse impact on the employment conditions of a faculty member relating to salary, promotion, aspects of contractual status or relating to alleged violations of the Nevada System of Higher Education Code, the WNC Institutional Bylaws or this Contract, should be resolved in a timely manner and as administratively close to the perceived problem as possible.

### 8.2 Definitions

8.2.1. Grievant: A grievant shall be a member of the bargaining unit who, at the time of the alleged violation, has rights under the provision(s) of the Contract alleged to have been violated. A grievant shall also mean the WNC-NFA where it has rights under a provision(s) of the Contract alleged to have been violated.

8.2.2. Grievance: Grievance is a written complaint filed by a faculty member that alleges an act or omission by the WNC Administration resulting in an adverse impact on their employment conditions relating to salary, promotion, appointment with tenure or aspects of contractual status, or relating to alleged violations of the Nevada System of Higher Education Code, the WNC Institutional Bylaws, or this Contract. Decisions of the Board of Regents are not subject to review by grievance procedures (NSHE Code, Title 2, Chapter 5, Section 5.7). Any decision which involves the non-reappointment to employment of faculty in, or the furlough or layoff of faculty for financial exigency or curricular reasons is not subject to review by grievance procedures pursuant to the Code (NSHE Code, Title 2, Chapter 5, Section 5.7). An eligible academic faculty member who has been denied appointment with tenure after being specifically considered for such appointment shall be entitled to reasons for, and the reconsideration of, such denial as provided in Subsections 5.2.3 and 5.2.4 of the Code (NSHE Code, Title 2, Chapter 3, Section 3.4.5 or Chapter 4, Section 4.4.5).

8.2.3. Days: For purposes of this Grievance Procedure, days shall mean working days (Monday through Friday and non-holidays) within the approved academic calendar. The timeline is not counted while the faculty member is off contract.

### 8.3 Time for Filing Grievance

If an individual wishes to file a grievance, the grievance must be filed with the WNC Human Resource Office on a GSF (Grievance Statement Form) available on the WNC Human Resources Web site within:

- Ten (10) working days following the act or omission giving rise to the grievance;  
or

- Ten (10) working days following the first time the grievant knew or should have known of the act or omission, if that is later. In this case the document must identify when the grievant first learned of the act or omission.

#### 8.4 Content of Initial Filing

The initial filing shall contain the grievant's

- Name
- Office and Home Address
- Description of the act or omission which gave rise to the grievance including the date of such act or omission, the Code, Bylaws or Contract section allegedly violated, if any. Grievant must clearly articulate how the alleged violation adversely impacted their terms or conditions of employment.
- Remedy Sought

#### 8.5 Grievance Procedures

A faculty member who seeks to grieve any of these issues shall proceed as follows:

8.5.1. Initial Meeting: The appropriate administrator, or designee, shall offer to meet with the grievant within ten (10) working days of the filing of a grievance. The meeting shall be informal in nature. The grievant shall have the opportunity to explain the circumstances surrounding the grievance and present witnesses, if any. The appropriate administrator, or designee, shall respond with a decision in writing to the grievance within ten (10) working days following the meeting. The appropriate administrator, or designee, shall transmit one copy of the decision document to the grievant and one copy to the WNC-NFA. The decision document shall provide reasons for the decision.

8.5.2. Appeal to the Vice President: If the grievant is not satisfied with the decision arising from the initial meeting, the grievant may appeal that decision to the appropriate vice president, or designee, by filing an appeal with the WNC Human Resources Office on forms to be provided by the WNC Human Resources Office. The appeal must be filed within ten (10) working days following the issuance of the decision document arising from the initial meeting. The Vice President, or designee, shall meet with the grievant within ten (10) working days following the filing of the appeal, and the grievant shall have the opportunity to explain the circumstances surrounding the grievance. The meeting shall be informal in nature. The grievant shall not present witnesses at this meeting, but witnesses may be invited at the discretion of the Vice President or designee. The Vice President, or designee, shall issue a written decision to the President, which is advisory only, within ten (10) working days following the close of the meeting. The Vice President, or designee, shall transmit one copy to the

grievant and one copy to the WNC-NFA. The decision document shall provide reasons for the decision.

8.5.3. Appeal to President: If the grievant is not satisfied with the decision from the appeal to the appropriate vice president or designee, the grievant may appeal the decision to the President by filing an appeal with the Office of the President on forms to be provided by the WNC Human Resources Office within ten (10) working days following the issuance of the decision document from the appeal to a vice president or designee. The appeal shall indicate whether a meeting with the President is requested. The President, or designee, shall meet with the grievant within twenty (20) working days following the receipt of the appeal. The President or designee, and grievant may mutually agree to invite a witness or witnesses. If the grievant does not request a meeting, the grievant shall submit a brief statement (10 pages or less) explaining why they disagree with the decision from the vice president. The President shall issue a decision in writing within (20) twenty days following the meeting, if any, or following the filing of the appeal with the President's Office in the event no meeting is held. The President shall transmit one (1) copy to the grievant and one (1) copy to the WNC-NFA. The decision document shall provide reasons for the decision.

8.5.4. Appeal to the Chancellor: If the grievant is not satisfied with the President's decision, the WNC-NFA may appeal to the Chancellor by filing an appeal with the Office of the Chancellor on forms provided by the WNC Human Resources Office within twenty (20) working days following issuance of the decision document from the President or designee. It is the intent of the WNC-NFA to carefully scrutinize any grievance prior to it being forwarded to the Chancellor's office. It is generally expected that the parties to a grievance will make every effort to find a solution at the institutional level. The appeal shall indicate whether a meeting with the Chancellor is requested and shall contain a brief statement why the decision document from the President or designee is unsatisfactory. Within twenty (20) working days following the receipt of the appeal, the Chancellor, or designee, shall offer to meet with WNC-NFA and the meeting, if any, shall be held within twenty (20) working days thereafter. The WNC-NFA shall have the opportunity to explain the circumstances of the appeal at this meeting. The meeting shall be informal in nature. Neither witnesses nor the grievant is normally expected to be present at the meeting with the Chancellor, but may be called by mutual consent between the WNC-NFA and the Chancellor, or designee. The Chancellor, or designee, shall issue a response within twenty (20) working days following the close of the meeting. If no meeting is requested, the Chancellor, or designee, shall after reviewing the appeal documents issue a response to WNC-NFA in writing within twenty (20) working days following the filing of the appeal. The Chancellor shall have the discretion to consult with individuals or committees, including faculty members at WNC or at other institutions, regarding grievances appealed to the Chancellor. The decision of the Chancellor shall be final and binding on the parties.

## 8.6 Timeliness; Filing; Issuance of a Decision

A grievance or an appeal shall be considered filed at the time a copy of the grievance or appeal is presented to the appropriate office as specified in this grievance procedure. A decision shall be considered issued at the time it is handed personally to the grievant, sent to the grievant's college email address, or mailed return-receipt requested, in an envelope bearing proper postage and an address indicated by the grievant on the initial grievance or at such other address subsequently indicated by the grievant in writing to the office issuing the response. If mailed, the date of issuance shall be five (5) working days following the U.S. postal service post-mark.

#### 8.7 Failure to Respond

Failure at any step of this procedure to issue a decision document within the time limits specified shall mean that the grievant may deem the grievance to be denied and may, therefore, appeal to the next step. Failure at any step of this procedure to appeal a decision to the next step within the time specified shall be deemed an acceptance of the decision.

#### 8.8 Representation

Faculty members have the right to present a grievance to WNC and to have the grievance adjusted without intervention of the WNC-NFA except in an appeal to the Chancellor. All documents used by the grievant in presenting the grievance shall be made available to WNC in a timely and expeditious manner. All documents relevant to the process of the grievance requested by the grievant shall be made available to the grievant in a timely and expeditious manner. Any dispute over documents and their confidentiality shall be resolved by WNC's general counsel.

#### 8.9 Consolidation of Grievances

Two (2) or more grievances involving the same act or omission and violation of this Contract may be consolidated for processing.

#### 8.10 Meetings

Meetings, for the purpose of discussing a grievance, shall be held at mutually agreeable places and times during working hours, unless agreed to in advance by all involved.

#### 8.11 Retaliation

No retaliation shall be taken against any employee by reason of having filed a grievance or participated in a grievance meeting.

#### 8.12 Expenses

Each party to a grievance shall bear the expense of presenting its case.

#### 8.13 Complaints of sexual harassment and/or discrimination: Other Grievance Procedures

Complaints of sexual harassment and/or discrimination may be brought in other procedures that exist at WNC, within the NSHE, or through state or federal procedures established for that purpose, but not through the grievance procedure. In all other respects, this procedure is the exclusive grievance procedure available to members of the bargaining unit, except as otherwise provided in this Contract.

## **Article 9 – Academic Faculty Workload**

### 9.1 Responsibilities of Full-Time Instructional Faculty

9.1.1. As stated in the Board of Regents Handbook, Title 4, Chapter 3, Section 3 number 3, instructional faculty members are expected to teach; develop curriculum; conduct other instructional activities, including advising, grading, and preparing for classes; maintain currency in their academic discipline; and perform public and professional service, service to the institution, and similar academic activities.

#### 9.1.2. An Instructional Faculty Member

9.1.2.1. Reports to appropriate Academic Director

9.1.2.2. Works cooperatively within the learning community

9.1.2.3. Provides instruction:

9.1.2.3.1. Teaches students in assigned classes in accordance with official course outlines

9.1.2.3.2. Responds to the needs of students as learners and consumers by providing high quality educational programs and services

9.1.2.3.3. Prepares individual course syllabi before instruction begins and distributes them to students and to the appropriate academic director on or before the first day of class

9.1.2.3.4. Selects textbooks for classes

9.1.2.3.5. Maintains scheduled office hours

9.1.2.3.6. Identifies supplies, equipment, and other learning resources needed to support instruction and make recommendations to the appropriate academic director

9.1.2.3.7. Maintains accurate class records of student grades and rosters

9.1.2.4. Availability to students:

9.1.2.4.1. Faculty Members are expected to be available to students and take an active role in student advising on all 171 contract days

9.1.2.4.2. In general, Instructional Faculty will be present on campus following a schedule established with the appropriate academic director

9.1.2.4.3. Absences from campus, for activities such as conferences or professional development, must be approved by the appropriate academic director.

9.1.2.4.4. Should an emergency or illness require class cancellation, the Faculty Member will work collaboratively with the appropriate academic director to arrange for class make-up, faculty substitute, or alternate student assignment

9.1.2.4.5. Faculty will maintain office hours , which will be posted on office doors during the first week of classes and announced on all class syllabi

9.1.2.4.6. Full-time Faculty must schedule office hours totaling at least five hours per week

9.1.2.5. Service to the institution is a normal requirement of all full-time Faculty. Faculty Members are expected to identify service to the college in their annual self-evaluations. Service contributions may include:

9.1.2.5.1. Serving as the advisor of a student organization as approved by the Vice President of Academic and Student Affairs

9.1.2.5.2. Serving as the chair of a college standing committee

9.1.2.5.3. Serving in a productive manner on a college standing committee as attested to by the chair of the committee

9.1.2.5.4. Representing the college in a significant NSHE project or national professional organization as approved by the Vice President or the President

9.1.2.5.5. Participating in a division or curriculum activity that significantly enhances an academic program, such as a significant and extraordinary assessment or program review activity

9.1.2.5.6. Participating in any other productive work that supports the college and its student as negotiated and approved by the Vice President of Academic and Student Affairs or the President

9.1.2.5.7. Participating in the peer-evaluation process

9.1.2.5.8. Serving on senate, college and/or system committees

9.1.2.5.9. Participating in planning and budgeting processes

9.1.2.5.10. Attending meetings and actively supporting college functions

9.1.2.5.11. Participating in program review and academic program assessment

9.1.2.5.12. Traveling to instructional sites

9.1.2.6. Professional development:

9.1.2.6.1. Engages in professional development activities, maintains currency in assigned teaching fields, and keeps informed on new approaches to instruction

9.1.2.6.2. Maintains occupational/technical professional credentials, if applicable, with the support of college resources

9.1.2.6.3. Prepares an annual self-evaluation in accordance with WNC bylaws

9.1.2.6.4. Promotes college educational programs and services to our communities

9.1.2.6.5. Performs other related duties as assigned

## 9.2 Institutional Responsibilities

9.2.1 Western Nevada College endorses academic freedom as defined by the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure.

9.2.2 Furthermore, the institution is committed to providing the following, within resources available:

9.2.2.1. The establishment and maintenance of a learning environment in which faculty can practice their profession as college teachers to the maximum advantage of their students and themselves

9.2.2.2. As much opportunity for study, professional advancement, and attendance at professional conferences as is consistent with the needs of the College

9.2.2.3. Adequate instructional support, resources, and office facilities

9.2.2.4. The provision of a clearly-stated set of board and institutional policies

9.2.2.5. Opportunity to participate in both the setting of policy and decision-making, particularly as related to instruction and matters directly concerned with faculty welfare

9.2.2.6. Open channels of communication which allow the faculty to express their views, make recommendations, air grievances, and seek appropriate action individually or collectively through authorized representatives.

9.2.2.6.1. Full-time faculty shall have the opportunity to provide recommendations to the Academic Director regarding the hiring of part-time faculty and the scheduling of classes taught by part-time faculty

9.2.2.6.2. Full-time faculty have the right to review divisional budgets (e.g. LOA and operating budgets).

9.2.2.7. A salary schedule which compares favorably with those of similar institutions, and is consistent with sound budgeting, and an opportunity to qualify for movement on that salary schedule as determined by the Academic Faculty Senate Professional Advancement Committee

9.2.2.8. A program of benefits: leave of absence program; sick leave policy; surgical, medical, and major medical benefits; dental benefits; group life insurance, and retirement

9.2.2.9. An administration which accepts as its primary responsibility the support of quality instruction and service to students.

### 9.3 Full-time Instructional Faculty Workload

#### 9.3.1. Contracts/Schedules

9.3.1.1. The instructional unit, defined below, is the basis for determining faculty workload.

9.3.1.2. The contract period for instructional faculty coincides with the academic calendar, excluding holidays. It includes graduation and the period of time before the fall and spring semesters begin as reflected in the calendar recommended by the Academic Faculty Senate and approved by the college President. The academic calendar can be flexible for faculty with specialized assignments. It also includes the time period needed to file student grades and other necessary reports at the end of each semester. Faculty will establish a schedule for campus presence during the contract period in consultation with their Academic Director. The Academic Director will forward all work schedules to the Vice President of Academic and Student Affairs for approval.

9.3.1.3. Faculty will complete all necessary reports by the deadlines established by the Office of Admissions and Records.

9.3.1.4. Supervisors and Faculty Members will complete a written semester workload agreement to be approved by the Vice President of Academic and Student Affairs. The workload agreements shall be completed by the first day after the end of the even exchange period in each semester.

9.3.1.5. A minimum of five office hours must be scheduled over at least three days per week at an instructional site.

9.3.1.6. By the end of the first week of each semester, Faculty Members shall submit a schedule of instruction and student advisement hours to the appropriate Academic Director for review and approval.

9.3.1.7. Academic Directors will immediately forward approved faculty schedules to the Vice President of Academic and Student Affairs.

9.3.1.8. By the end of the first week of classes, Faculty will post the approved schedule outside their offices, and the Academic Director will forward it to the appropriate college offices.

#### 9.3.2. Instructional Loads for Instructional Faculty

9.3.2.1. Full-time Instructional Faculty will teach a minimum of 15 instructional units during the fall academic semester and a minimum of 30 instructional units for the academic year, except as noted in 9.3.2.2.

9.3.2.2. Nursing Faculty will teach a minimum of 18 contact hours during the fall academic semester and a minimum of 36 contact hours for the academic year (540 hours for the academic year).

9.3.2.3. There shall be a reduced class size of 8 students for clinical hours.

9.3.2.4. Lecture hours are 50 minutes in duration. Practicum, lab, and clinical hours are 60 minutes in duration.

9.3.2.5. The load definition formula is provided in 9.3.3 below and is the same for all full-time faculty.

9.3.2.6. In addition to the office hours mentioned in the previous section, teaching faculty are expected to spend an average of 15 hours per week in institutional service, such as committee work, and instructional support, such as grading, preparation, or curriculum development. Instructional Faculty will spend 35 hours on the assigned duties per week. The terms

of these 35 hours will be developed with Academic Directors and documented in the semester workload agreement.

9.3.2.7. Twenty direct instructional hours per week are required for self-paced contact-hour contracts.

9.3.2.8. Faculty may be required to teach both days and evenings as well as in different campus/rural center locations. Faculty are considered to be WNC faculty and are not tied to a particular campus.

9.3.2.9. Class scheduling is driven by the needs of full-time, degree-seeking students. If a division offers a degree, the division undertakes an obligation to assure that students can complete the degree in a timely manner by attending college full-time. Academic Directors will consult with the Vice President of Academic and Student Affairs, the Director of Institutional Research, and the Director of Counseling to develop schedules of class offerings that meet student needs. Academic Directors, in collaboration with Faculty Members, will then develop appropriate courses and loads so that Instructional Faculty meet student needs.

9.3.2.10. Faculty may be given specific assignments according to their areas of expertise.

9.3.2.11. The teaching load of a Faculty Member teaching less than the minimum expected load as stated in 9.3.2.1 will be adjusted using one or more of the following options, in order of priority:

9.3.2.11.1. The assignment of a course previously scheduled to be taught by a part-time instructor.

9.3.2.11.2. Course or courses to be offered in the alternate semester schedule.

9.3.2.11.3. One or more short courses targeted for specific groups during the same semester.

9.3.2.11.4. Duties assigned by appropriate administrators, in consultation with the Academic Director, that relate to the Faculty MemberMember takes an obl

9.3.2.11.5. In the event that 9.3.2.11.4 (above) is exercised, prior, signed approval must be obtained from the Vice President of Academic and Student Affairs, and a written agreement of the work to be completed with a timeline and a reporting mechanism for specific outcomes must be provided.

### 9.3.3. Load Definition Formula

### 9.3.3.1. Instructional Mode Definitions:

9.3.3.1.1 (LE) Lecture: A lecture requires regular preparation of instructional material and student assignments and includes regular written work assignments graded by the classroom Faculty Member.

9.3.3.1.2. (LA) Laboratory: A laboratory requires regular preparation of laboratory assignments and materials, continual faculty oversight and interaction with students, and regular written work assignments graded by the laboratory Faculty Member.

9.3.3.1.3. (S) Studio: A studio requires regular preparation of studio assignments and continual oversight and interaction with the students by the Faculty Member. Operation of the galleries on one campus is equivalent to one studio course.

9.3.3.1.4. (P) Occupational practice: An occupational practicum requires regular preparation of practice assignments and continual faculty oversight and interaction with students.

9.3.3.1.5. (C) Clinical: A clinical experience requires regular preparation and grading of clinical assignments, including written work, and continual oversight and interaction with the students.

9.3.3.1.6 The appropriate Academic Director is charged with recommending to the Vice President of Academic and Student Affairs the instructional units for any new class. This determination will be based on information provided in the course description and syllabus at the time of course approval.

9.3.3.2. Load Calculation: The calculation below is based on a 15-week semester. Any deviations from normal semester lengths will be appropriately adjusted to assure that total instructional hours per credit hour does not vary.

9.3.3.2.1. Full-time Faculty Instructional Load (in instructional units)  
= Total number of lecture hours per week +  $(15/18)$  x Total number of laboratory hours per week +  $(15/20)$  x Total number of clinical hours per week +  $(15/20)$  x Total number of practicum hours per week.

9.3.3.2.2. Full-time Instructional Faculty are required to teach a minimum of 15 instructional units (as defined above) per week in each semester of the academic year. The only deviation from this policy will be reassigned time for administrative responsibilities, as defined below, or special, written arrangements negotiated and approved by the Vice President of Academic and Student Affairs,

and forwarded to the President before the end of the first week of the semester.

9.3.3.2.3. The Vice President of Academic and Student Affairs may choose to place an Academic Faculty Member on an annual contract longer than 171 days to accommodate certain administrative responsibilities. An agreement on the terms of these responsibilities, their specific duration, and mechanism for reporting outcomes will be signed by both parties and forwarded to the President for approval before a formal contract is issued.

#### 9.4 Activities That Qualify for Reassigned Time and/or Additional Compensation

Reassigned time is only permitted for administrative assignments. Permissible reassigned time will be defined by the following:

9.4.1. The Faculty Senate Chair will be reassigned 6 instructional units per semester for collegial governance administrative responsibilities (177-day contract).

9.4.2. Campus Art Gallery will be one studio class reassignment

9.4.3. Musical Theater

#### 9.5 Full-time Instructional Faculty Overloads

9.5.1. By the end of the first week of classes in each semester or prior to mid-semester for open-entry, open-exit classes, Academic Directors will submit to the Vice President of Academic and Student Affairs any recommendations for teaching overloads. Full-time instructional faculty will be limited to 6 units of overload per semester, in compliance with the terms defined below.

9.5.2. Instructional overloads are paid at the part-time rate of instruction.

9.5.3. In general, faculty loads will be 15 instructional units per semester. Occasionally the Vice President of Academic and Student Affairs may approve an overload in excess of 15 instructional units in a given semester.

9.5.4. All overloads are based on the number of instructional units above 15 as computed by the above load formula (9.3.3.2).

9.5.5. Annual Instructional Faculty contracts are based on loads of 15 instructional units per semester.

9.5.6. All overload payments are paid on an annual basis before the end of the spring semester

#### 9.6 Stipends

9.6.1. Occasionally, the Academic Director may determine that a particular assignment to a full-time Faculty Member makes such an unusual demand of time and rises so far above the level of normal service that additional compensation is warranted. In that event, the Vice President of Academic and Student Affairs may choose to provide a stipend for such service. The formal agreement, describing the nature and duration of the service, is signed by both parties and forwarded to the President prior to the beginning of the proposed activity. Stipends are provided on a semester-by-semester basis. The formal agreement does not imply a commitment by the administration to continue to provide such stipends for any activity. Funding a conference or professional development travel is not to be construed as a stipend. No written agreement is required for distance education, self-paced, independent studies, cooperative work experience, internships or practicums.

9.6.2. Stipends will be calculated as follows:

9.6.2.1. Distance Education

9.6.2.1.1. \$100 stipend per course

9.6.2.1.2. \$50 for each student above a 30-student cap

9.6.2.2. Self-Paced, Independent Studies, Cooperative Work Experience, Practicums: \$70 per student

9.6.2.3. Team Teaching: Credits will be divided between instructors after consultation with each Instructor and the Academic Director

9.6.2.4. Additional Duties Deserving Compensation will be negotiated with the appropriate Academic Director.

## 9.7 Non-Instructional Faculty Workload

9.7.1. Contracts/Schedule

9.7.1.1. The contract period for academic non-teaching faculty coincides with the academic calendar and includes that period of time necessary for the completion of duties specific to that position.

9.7.1.2. Faculty will be notified by July each year of the required period of service.

9.7.1.3. At the beginning of each semester, Faculty Members shall submit a schedule of work hours for approval.

9.7.2. Loads for Non-Instructional Faculty

9.7.2.1. The normal workweek for full-time B contract Academic Support Faculty, including Librarians and Counselors, is 35 hours. Mutually agreed-upon adjustments in support of students will be allowed.

9.7.2.2. College committee work, college meetings, staff meetings, advising, and registration responsibilities are considered part of the regular workload for Non-Instructional Faculty.

9.7.2.3. Faculty may be required to work both days and evenings as well as in different campus/rural center locations.

9.7.2.4. Faculty may be given specific assignments by their appropriate administrator according to their areas of expertise.

9.7.2.5. In establishing workload, the same mitigating factors listed earlier in this document apply.

### 9.7.3. Overload Compensation for Non-Instructional Faculty

9.7.3.1. Overloads will be processed as early as February 1 but no later than June 30 of each year. The Vice President of Academic and Student Affairs must approve exceptions.

9.7.3.2. Payment will be based upon the approved part-time/overload salary schedule.

## 9.8 Miscellaneous

9.8.1. Full time faculty will be consulted in the scheduling of summer courses, and will have first choice in the assignment of summer courses. Directors will make requests by email.

9.8.2. Full-time faculty who submit classes for an overload shall be assigned those classes unless justification exists to assign the course to a different instructor.

9.8.3. If more than one full-time faculty member requests to teach the same overload or summer course, the director will meet with the affected faculty members to resolve the issue.

## **Article 10 - Faculty Workload Assignments**

10.1. Individual faculty workload particulars, such as courses taught, teaching schedule, teaching locations and online workload shall be determined by a faculty member working in conjunction with their academic director and the VPASA. This process is intended to be cooperative with the central focus on meeting the needs of the students and the institution.

10.2 Full time faculty shall be given priority over part time instructors in choice of courses taught in their subject area(s).

10.3 Full time faculty shall have the right to bump part time faculty from classes if (a) the full time faculty is qualified to teach the course(s); (b) this occurs in the first two weeks of the semester; and (c) this action is necessary in order for the full time faculty to maintain a full teaching load. This process may not be used to achieve or maintain an overload.

10.4 Should the faculty member disagree with their academic director's decision in any of these areas, the faculty member may appeal the decision directly to the VPASA. The decision of the VPASA is final.

## **Article 11 – Academic Year and Instructional Days**

### 11.1 Academic Year

The academic year shall be defined by the academic calendar as approved by the President following the timely recommendation of the Faculty Senate and the Vice-President for Academic Affairs. Calendars are proposed in yearly blocks at the end of February. Therefore, a timely recommendation shall be made by the end of April of each year. In the absence of a timely recommendation, the President may determine the academic calendar. The calendar is approved 2 years in advance.

### 11.2 Non-Instructional Days

Non-instructional days shall be used for carrying out other professional responsibilities (individual and group work) such as course and curriculum development or revision, student advising, laboratory maintenance, routine preventive shop maintenance, conducting educational research review and/or preparation of audio/visual computer assisted instructional aids, visitation of proposed clinical sites, professional development, etc. For counselors and librarians, non-instructional days may be used for counselor and library duties as well. Faculty are required to meet departmental and college obligations during non-instructional days.

### 11.3 Changes in Contract Assignments

11.3.1. Faculty shall be offered B or B+ (1-21 days @ the daily rate) contracts each year as provided for in the WNC Workload Policy.

11.3.2. Changes in contract assignments after the initial assignment which affect compensation and/or hours worked shall first be discussed between administration and the faculty member involved, seeking mutual agreement. If no agreement is reached following this discussion and exploration of alternatives, if any, suggested by the participants a final decision may be implemented at the discretion of administration. If administration chooses to exercise this option after failure to reach agreement through discussion, a minimum of three (3) months advance notice shall be given before any changes in contract takes effect. Nevertheless, it is recognized that it is in the best interests of WNC and the faculty if such changes are accomplished by mutual agreement.

## **Article 12 – Additions to the Workforce**

### **12.1 Initial Consultation Process**

12.1.1. Any recommendations to add to or replace a position in the academic faculty workforce, regardless of where initiated, shall be initially discussed with the full-time faculty from the affected discipline and the respective Academic Director before proceeding with the hiring/transfer process. Any recommendations made should be accompanied by data that supports the need to add or replace a position.

12.1.2. Based on the data presented, should the majority of the members of the academic discipline and the Academic Director agree that an academic faculty position should be filled, the position will be put forward as a recommendation to the VPASA as a possible new hire. Campus transfers will be considered before a search is initiated.

12.1.3. Should the majority of the members of the academic discipline and the Academic Director not agree that a position should be filled, a meeting shall be held with the Vice President of Academic and Student Affairs to determine the viability of such position. The Vice President of Academic and Student Affairs shall make the final recommendation, which will be forward to the President for final approval or disapproval.

12.1.4. The President shall communicate the final decision along with reasons for the final decision.

### **12.2 Consultation process for multiple academic positions**

In the event that multiple academic positions are needed based on the procedures set forth in 12.1.1 and 12.1.2 above, the following process will be in place:

12.2.1. One member of each affected academic discipline, as well as their respective Academic Directors, shall meet to create a prioritized list of academic faculty positions to be transferred or hired.

12.2.2. The committee's recommendations shall be forwarded to the Vice President of Academic and Student Affairs for approval.

12.2.3. The Vice President of Academic and Student Affairs shall make the final recommendation, which will be forwarded to the President for final approval or disapproval.

12.2.4. The President shall communicate the final decision along with reasons for the final decision.

### 12.3 Faculty Position Searches Committee Recommendations

Immediately after the interview process is completed, the committee will invite the VPASA and the president to the committee meeting for the committee's discussion concerning the qualifications, strengths, and weaknesses of the final candidates and the committee's recommendations. Based on a review of qualifications, the screening committee will forward a ranked list of three (3) candidates with their strengths and weaknesses to the VPASA. At any point, a recommendation may include no candidate being put forward for the position. Should the committee recommend that no candidate be put forward for the position, the position shall be re-advertised to create a new pool of candidates. If the President appoints a candidate recommended by the committee, the process is complete. If the President does not appoint a recommended candidate, the President will explain this decision to the Vice President, who will explain it to the committee. The committee will then, at its discretion, either recommend other candidates from the existing pool or choose to re-advertise for the position.

## **Article 13 – Reassignment**

Faculty whose positions are related to programs that have been recommended for elimination for any reason, shall be considered for reassignment under the terms of this article.

13.1 Faculty may request reassignment after the reconsideration process is complete (NSHE Code Title 2, Chapter 5). This request must be made in writing to the VPASA within five (5) working days after the conclusion of the reconsideration process.

13.2. The appropriate Academic Director and the VPASA, in consultation with the faculty member, shall seek to retain the faculty at the faculty's current rank and standing by reassigning the faculty to teach adjacent or related academic programs or courses for which they are qualified. Consideration shall include availability of courses which the faculty is qualified to teach and the previous two years of the faculty's evaluations. Preference should be given to courses at the faculty member's principle campus.

13.3. Paragraph 13.2 above does not preclude reassignment to a non-academic position.

13.4. If the faculty member needs retraining or additional training that can be completed within one semester before the faculty member assumes the new position. Time and resources will be made available in order for this to occur.

## **Article 14 – Salary**

### 14.1 Additional Compensation

Compensation for any work in addition to the “B” contract shall be determined in one of the following ways:

14.1.1. If additional work is based upon a fixed number of days as determined by the administration after consultation with the faculty member, the following formula will be used.

Faculty member’s base salary/171 = daily rate The daily rate multiplied by the number of days beyond the “B” contract shall equal the additional compensation.

14.1.2. If the additional work is based upon completion of a project or assignment and not on a fixed number of days, compensation shall be at a negotiated rate between the faculty member and the appropriate director/vice-president.

### 14.2 Movement on the Salary Schedule

Provisions for movement within the Community College Academic Salary Schedule are provided in the Board of Regents Handbook. The Professional Advancement Policy and Procedures, as well as forms, can be found on the HR website. The WNC Administration will work to establish a more equitable placement on the salary schedule.

## **Article 15– Benefits**

15.1 WNC will provide a level of benefits to faculty members covered by this Contract that is equivalent to the level of benefits provided to all NSHE academic faculty.

15.2 At such times as WNC has the opportunity to select or recommend representatives to any NSHE committee which may consider issues related to compensation and/or benefits of academic faculty, WNC will select or recommend at least one member of the academic faculty to serve on such committee.

## **Article 16 Emergency/Temporary Faculty Appointments Applied to Tenure**

Any emergency or non-tenure track faculty who serves continuously for two years and who is hired in a tenure track position, is entitled to have the second year counted toward tenure.

## Article 17 Conclusion of Negotiations

The parties agree that they had a complete and full opportunity to raise and discuss all items within the scope of bargaining as specified in the Board of Regents Handbook: that they have settled for the term of the Contract those that have been negotiated; as to the remainder, the union waives the right to bargain with respect to them during the term of this Contract.

### SIGNATURES OF AGREEMENT

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FOR WNC-NFA

WNC PRESIDENT

\_\_\_\_\_  
James Strange, NFA State Vice-President

\_\_\_\_\_  
Chester Burton, WNC President