

BOARD OF REGENTS BRIEFING PAPER

1. AGENDA ITEM TITLE: WNC NFA Collective Bargaining Agreement

MEETING DATE: June 8 & 9, 2023 _____

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

Western Nevada College (WNC) and the Western Nevada College Nevada Faculty Alliance (WNC NFA) have negotiated a collective bargaining agreement which requires the approval of the Board of Regents pursuant to Title 4, Chapter 4, Section 10.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

Board ratification of the WNC NFA contract from June 10, 2023 through June 30, 2025.

4. IMPETUS (WHY NOW?):

WNC and the WNC NFA have worked the past several months to negotiate a contract to begin June 10, 2023 running through June 30, 2025, replacing the current contract/extension which is due to end June 30, 2023. 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. The term of this Contract may be extended by agreement solely between the WNC-NFA and the WNC President, without resubmission to the Board of Regents.

5. CHECK THE NSHE STRATEGIC PLAN GOAL THAT IS SUPPORTED BY THIS REQUEST:

- Access (Increase access to higher education)
- Success (Improve student success)**
- Close Institutional Performance Gaps
- Workforce (Meet workforce needs in Nevada)
- Research (Increase solutions-focused research)
- Coordination, Accountability, and Transparency (Ensure system coordination, accountability, and transparency)
- Not Applicable to NSHE Strategic Plan Goals

6. INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

The CBA provides a structure for a productive relationship between faculty and administration. This contract provides the best solution at this time to ensure planning, efficiency of operations and ultimately student success.

7. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- The intent of the parties is to promote the quality and effectiveness of operations at WNC, as well as support faculty retention efforts.
- The CBA establishes orderly procedures for the resolution of differences between faculty and administration.
- This CBA begins June 10, 2023 through June 30, 2025.
- The majority of faculty members who are affected by this CBA have ratified this agreement unanimously, and President Dalpe has approved the negotiated CBA.

8. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

N/A

9. ALTERNATIVE(S) TO WHAT IS BEING REQUESTED/RECOMMENDED:

10. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

The Chancellor's Office supports approval.

11. COMPLIANCE WITH BOARD POLICY:

- Consistent With Current Board Policy: Title # 4 Chapter # 4 Section # 10
- Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____
- Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____
- Other: _____
- Fiscal Impact: Yes X No _____
Explain: **This updated contract includes a base adjustment of \$2000.00 for each academic faculty member.**



Western Nevada College

Nevada Faculty Alliance (NFA)

NFA Contract

2023-2025

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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 Academic 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 – Academic Faculty that work a standard work week, year round, and earn annual leave

"B" Contract – Academic Faculty that work a 171 day contract and are not eligible for annual leave

"B Plus" Contract – Academic Faculty that work a 171 day contract, up to 21 additional days and are not eligible for annual leave

Academic Faculty - all professional employees holding academic professional contracts (.5 FTE or more; Teaching Faculty, Non-teaching Faculty such as counseling and library faculty as authorized by the Board of Regents Handbook section 2.1.c)

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

Ad Hoc Professional Development Committee (PDC) – a committee of the Faculty Senate appointed to newly hired Academic Faculty members on contracts of .5 FTE or above to provide mentorship and guidance through the probationary period (three to four years for tenure track Academic Faculty members; two years for other than tenure track Academic Faculty members)

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 – Academic Faculty members who are covered by the NFA

contract Benefits - compensation, holidays, and employee leave

Calendar Year - January 1 through December 31

Contact Hours - the primary unit of measure for workload representing the actual clock hours Teaching Faculty are involved with students. For the purposes of calculating workload, fifteen (15) contact hours per semester will count as the equivalent of one instructional unit.

Credit Hours - a measure of academic student learning assigned to a given course.

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

Distance Education - a modality that uses one or more types of technology to deliver instruction to students who are separated from the instructor in order to support regular and substantive interaction between the students and the instructor synchronously or asynchronously

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

Evaluation Review Committee – a committee assembled to review grievances regarding the annual performance evaluation as established by the Faculty Senate bylaws

Even Exchange Period – the advertised drop/add period in which a student who drops a course or courses with less than a 100 percent refund may, upon their request, be allotted to apply the total amount of all courses dropped to the courses added without late fees.

Fiscal Year - July 1-June 30

Full-time Equivalent (FTE) – Academic Faculty who are contractually full-time (1.0)

Grievance – a written complaint filed by an Academic 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 - a unit assigned to a course that is based on the amount of contact hours per semester and used to determine Teaching Faculty workload

Liaison - an individual that provides communication or cooperation between entities

Non-Teaching Faculty – faculty members, as authorized by the Board of Regents Handbook section 2.1.c, who have a role other than teaching to include

counseling faculty and library faculty

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

Plus Days – additional days assigned to do work outside the 171 day contract

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 – Teaching Faculty who have been granted tenure by the Board of Regents

WNC-Nevada Faculty Alliance - collective bargaining agent for Academic 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 Academic 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 Academic 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. This contract fully supersedes and replaces any prior contract between WNC and WNC-NFA.

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 Academic Faculty Contracts

Individual Academic 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 June 10, 2023, and shall remain in effect until the close of business on June 30, 2025. 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. The term of this Contract may be extended by agreement solely between the WNC-NFA and the WNC President, without resubmission to the Board of Regents.

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 1st 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 Academic Faculty welfare.

Article 5 Academic Faculty Evaluation Process

5.1 Overview

The Academic Faculty evaluation cycle is the academic year. The Academic 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.

5.2 Authority

5.1.1. The appropriate Vice President will be the final authority for Academic Faculty evaluations.

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

5.3 Annual Plan

5.3.1. Academic Faculty members are to complete their annual plan by September 1st. The annual plan sets measurable criteria by which the Academic 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 Academic Faculty evaluation criteria. This committee shall consist of at least 50% tenured Teaching 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, Academic Faculty members, and the needs of the College are adequately met.

5.3.3. Once established, annual plans may be modified by the Academic Faculty member as situations or circumstances warrant. It is the responsibility of the Academic 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 1st, Academic Faculty members will complete their self-evaluation. The self-evaluation 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 Academic Faculty

member's annual plan to designate a rating for the Academic Faculty member. A minimum of one class observation will be conducted per academic year for tenured Teaching Faculty. For non-tenured Teaching Faculty, a minimum of one class observation will be conducted per academic semester. The director shall provide for a confidential process by which the Academic 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 Academic 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 Academic 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 Academic 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 Academic Faculty. After an annual evaluation process has been signed off by the Academic Director, the Vice President, and the Academic Faculty member, the evaluation cycle is considered complete and final.

5.5 Unsatisfactory Evaluations of Tenured Teaching Faculty

5.5.1. Formation of Teaching 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 Teaching Faculty member covered by this Contract has received a first unsatisfactory evaluation, the evaluator will, with the agreement of the Teaching Faculty member, create a three (3) person committee for the purpose of working with the Teaching Faculty member to improve his/her performance. The Teaching 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 academic discipline similar to the Teaching Faculty members. All members of the Teaching Faculty Support Committee shall be tenured Teaching Faculty. All participants in the meeting or hearing must comply with confidentiality requirements related to personnel matters.

5.5.2. Duties of Teaching Faculty Support Committee: During the semester following the unsatisfactory evaluation, the Teaching 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 Teaching Faculty member in regaining a satisfactory level of job performance. The Teaching Faculty Support Committee shall then meet with the Teaching Faculty member for the purpose of preparing a plan to

meet the objectives the committee has developed. The Teaching 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 Teaching Faculty Support Committee shall meet at least twice with the Teaching 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 Teaching Faculty Support Committee: Prior to April 1 in the year following the first unsatisfactory evaluation, the Teaching 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 Teaching Faculty member's performance in meeting the objectives. A copy of the Teaching Faculty Support Committee's report shall be made available to the Teaching Faculty member under review. The Academic Director shall prepare the Teaching Faculty member's evaluation, taking into account the report of the Teaching Faculty Support Committee.

5.6 Confidentiality

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

Article 6 Classroom Observations by Administrators

6.1 Administrators will provide Teaching Faculty at least five (5) working days' notice, by email, of their intent to observe a class. Teaching 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 Teaching Faculty or students during the class period.

6.3 High school administrator(s) may request to conduct a classroom observation for WNC Teaching Faculty teaching at the high school through the WNC academic Vice President. The WNC academic Vice President will provide Teaching Faculty at least five (5) working days' notice, by email, of the high school administrator's intent to observe a class. This notice shall include the names and titles of the school district administrator(s) who intend to observe the class. Teaching Faculty may agree to a classroom observation sooner than five (5) working days, at their discretion.

6.3.1 Classroom observations by school district administrator(s) should be carried out in such a manner that the class is not disrupted by the school district administrator(s). The observing administrator(s) should not engage Teaching Faculty or students during the class period.

6.3.2 Classroom observations by school district administrator(s) will not be used by WNC administration for the purposes of evaluating observed Teaching Faculty.

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 an Academic 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 Academic 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 Academic 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 Academic Faculty representative may be a fellow Academic 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 7.3.4 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 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 Academic 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. The WNC-NFA may also be a grievant.

8.2.2. Grievance: Grievance is a written complaint filed by an Academic 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 Academic Faculty, or the furlough or layoff of Academic 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 Academic 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 grievants:

- 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

An Academic 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 Mediation:

8.5.4.1 If the grievant is not satisfied with the decision of the President, WNC-NFA or the grievant may, within ten(10) working days of receiving the decision, notify the President in writing of the intent to seek mediation.

8.5.4.2 Within ten (10) working days of giving notification to the President, WNC and the WNC-NFA and/or the grievant shall agree upon a mutually acceptable mediator. If the parties are unable to agree upon a mediator, a request for a list of mediators shall be made to the Federal Mediation and Reconciliation Service (FMCS) by either party.

8.5.4.3 Within ten (10) working days after receipt of the list of mediators, the parties shall meet to select a mediator.

8.5.4.4 All questions of mediation procedure shall be managed by the mediator. Both parties shall cooperate with the mediator in good faith.

8.5.4.5 Each party shall bear its own costs of the mediation.

8.5.4.6 All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, the mediator or any FMCS employees, are confidential and inadmissible for any purpose in any other proceeding. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

8.5.4.7 At no time prior to the conclusion of mediation shall either party initiate litigation related to this request for mediation.

8.5.4.8 After mediation, the mediator will recommend in writing a resolution to the dispute. Recommendation of that decision will be forwarded to the respective representatives, the President of the WNC-NFA and the WNC Human Resources Office. The President will consider the mediator's recommendation and decide to affirm or reverse the prior decision. The President's decision after mediation is the final resolution of the grievance.

8.5.4.9 If the proposed legislation, currently known as AB 224, is passed by the Nevada Legislature and becomes law, WNC-NFA shall have the right to reopen only section 8.5 of this agreement to negotiate binding grievance resolution procedures. WNC's negotiation obligations on this topic will be no greater than those stated in the NSHE Board of Regents Handbook, Title 4, Ch. 4.

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

Academic Faculty members have the right to present a grievance to WNC and to have the grievance adjusted without intervention of the WNC-NFA. 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 Teaching Faculty Members

9.1.1. As stated in the Board of Regents Handbook, Title 4, Chapter 3, Section 3 number 3, Teaching 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. A Teaching 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. Select appropriate materials to support students' classroom learning which may include textbooks, open educational resources, digital curriculum or more

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. Teaching 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, Teaching Faculty members 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 Teaching Faculty member will work collaboratively with the appropriate Academic Director to arrange for class make-up, Teaching Faculty substitute, or alternate student assignment

9.1.2.4.5. Teaching Faculty members 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 Teaching Faculty members 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 Teaching Faculty member. Teaching 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

9.1.2.6. Professional development:

9.1.2.6.1. Maintaining currency in assigned teaching fields, and understanding, implementing and reflecting on new approaches to instruction

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

9.1.2.6.3. Training to prepare for an annual self-evaluation in accordance with WNC bylaws

9.1.2.6.4. Promoting college educational programs and services to our communities

9.1.2.6.5 Engaging in other mutually determined activities approved by the VPASA or President

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 Teaching 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.

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

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

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

9.2.2.7.2. Full-time Academic 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. Salary placement procedures will be available to Academic Faculty upon request.

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 Teaching Faculty Workload

9.3.1. Contracts/Schedules

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

9.3.1.2. The contract period for Academic 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 Non-teaching 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. Academic 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. Teaching Faculty will complete all necessary reports by the deadlines established by the Office of Admissions and Records.

9.3.1.4. Supervisors and Academic 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, Teaching 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 Academic Faculty schedules to the Vice President of Academic and Student Affairs.

9.3.1.8. By the end of the first week of classes, Teaching 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 Teaching Faculty

9.3.2.1. Full-time Teaching Faculty will teach a minimum of 15 instructional units or 225 contact hours during the fall academic semester and a minimum of 30 instructional units or 450 contact hours for the academic year.

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

9.3.2.3. Lecture hours are 50 minutes in duration. Labs and Studios are 50-60 minutes in duration. Occupational practice, clinical hours, and simulations are 60 minutes in duration.

9.3.2.4. The load definition formula is provided in 9.3.3 below and is the same for all full-time Teaching Faculty.

9.3.2.5. 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. Teaching Faculty will spend 35 hours on the assigned duties per week. The terms

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

9.3.2.6. Teaching Faculty may be required to teach both days and evenings, as well as in different campus/rural center locations. If a class runs after 5:00 pm, Teaching Faculty will not be scheduled before 9:00 am the following day unless agreed to by the Teaching Faculty member. Teaching Faculty are considered to be WNC faculty and are not tied to a particular campus.

9.3.2.7. 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 Teaching Faculty Members, will then develop appropriate courses and loads so that Teaching Faculty meet student needs.

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

9.3.2.9. The instructional load of a Teaching 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:

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

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

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

9.3.2.9.4. Duties assigned by appropriate administrators, in consultation with the Academic Director, that relate to the Teaching Faculty member.

9.3.2.9.5. In the event that 9.3.2.10.4 (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:

	Type	Description	Contact Hour (CH) Calculation	Teaching Unit (IU) Calculation
9.3.3.1.1	Lecture (LE)	A lecture requires regular preparation of Teaching material and student assignments and includes regular written work assignments graded by the classroom Teaching Faculty member	50 minutes = 1.0 CH	1 CH x 15 weeks = 15 CH per semester = 1 IU
9.3.3.1.2	Laboratory (LA)	Science, nursing, allied health 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 Teaching Faculty member.	50-60 minutes = 1.0 CH	1 CH x 15 weeks = 15 CH per semester = 1 IU
9.3.3.1.3	Studio (S)	Art, Dance, Physical Education, Graphic Arts, Music, Theater A studio requires regular preparation of studio assignments and continual oversight and interaction with the students by the Teaching Faculty member. Operation of the galleries on one campus is equivalent to one studio course.	50-60 minutes = 1.0 CH	1 CH x 15 weeks = 15 CH per semester = .833 IU
9.3.3.1.4	Practice (P)	An occupational practice (such as in a CTE discipline) requires regular preparation of practice assignments and continual Teaching Faculty oversight and interaction with students.	60 minutes = 1.0 CH	1 CH x 15 weeks = 15 CH per semester = .833 IU
9.3.3.1.5	Clinical (C)	A clinical experience requires regular preparation and grading of clinical assignments, including written work, and continual Teaching Faculty oversight and interaction with the students.	60 minutes = 1.0 CH	1 CH x 15 weeks = 15 CH per semester = 1 IU
9.3.3.1.6	Simulation (SIM)	A simulation experience requires regular preparation and grading of simulation assignments, including written work, and continual Teaching Faculty oversight and interaction with the students.	60 minutes = 1.0 CH	1 CH x 15 weeks = 15 CH per semester = 1 IU

9.3.3.1.7 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. Load calculation examples can be found in Appendix A.

9.3.3.2.1 Calculation of Full-time Teaching Faculty Instructional Load (in instructional units):

Based on Number of Contact Hours **per WEEK**

Total number of lecture (LE) hours/week x 1.0 PLUS
Total number of laboratory (LA) hours/week x 1.0 PLUS
Total number of studio (S) hours/week x .833 PLUS
Total number of practice (P) hours/week x .833 PLUS
Total number of clinical (C) hours/week x 1.0 PLUS
Total number of simulation (SIM) hours/week x 1.0
= TOTAL INSTRUCTIONAL UNITS

Based on Number of Contact Hours **per SEMESTER**

Total number of lecture (LE) hours/semester x 1.0 PLUS
Total number of laboratory (LA) hours/semester x 1.0 PLUS
Total number of studio (S) hours/semester x .833 PLUS
Total number of practice (P) hours/semester x .833 PLUS
Total number of clinical (C) hours/semester x 1.0 PLUS
Total number of simulation (SIM) hours/semester x 1.0
= Total Contact Hours per Semester DIVIDED BY 15
= TOTAL INSTRUCTIONAL UNITS

9.3.3.2.2 Full-time Teaching Faculty are required to teach a minimum of 15 instructional units or 225 contact hours 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.

9.3.3.2.4 Teaching Faculty may be assigned up to six (6) credits of release or reassigned time from their regular instructional workload each semester only if it does not impact WNC's ability to offer an adequate number of courses in the Teaching Faculty's discipline. This number of credits may be increased if a) it does not impact WNC's ability to offer an adequate number of courses to meet student need; b) is limited to no more than two (2) consecutive semesters; and c) is

pre-approved by the Vice President of Academic and Student Affairs. Teaching Faculty are still eligible for overloads during reassignment and these credits shall count towards the minimums defined in 9.3.2.1.

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, as well as receive 6 plus days (177-day contract) for collegial governance administrative responsibilities.

9.4.2. Campus Art Gallery will be one studio class reassignment

9.4.3. Musical Theater

9.5 Full-time Teaching Faculty Overloads

9.5.1 In general, Teaching Faculty instructional loads will be 15 instructional units or 225 contact hours per semester. The Vice President of Academic and Student Affairs may approve an overload in excess of 15 instructional units or 225 contact hours in a given semester.

9.5.2 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 Teaching Faculty will be limited to 6 units of overload per semester, in compliance with the terms defined below.

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

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 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 Academic 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 occupational practice.

9.6.2 Stipends will be calculated as follows:

9.6.2.1 Distance Education

9.6.2.1.1 \$100 stipend per course

9.6.2.2 Class caps

9.6.2.2.1 All classes will be capped at 30 students unless the Teaching Faculty agrees to a higher cap

9.6.2.2.1.1 For courses assigned 1 or 2 credits, a stipend of \$15 will be paid for each student above a 30-student cap

9.6.2.2.1.2 For courses assigned 3 or more credits, a stipend of \$30 will be paid for each student above a 30-student cap

9.6.2.2.2 At 46 students, a second class section will be created unless an academic cohort exists that must be kept together or the Teaching Faculty, in collaboration with the Academic Director, agrees to a higher cap

9.6.2.2.2.1 If a cap above 45 is agreed upon, no additional per-student stipend will be paid for students over the 45th student and workload for the course will be calculated at 150% of instructional units or contact hours

9.6.2.3 Self-Paced, Independent Studies, Cooperative Work Experience, Occupational Practice: \$100 per student

9.6.2.4 Team Teaching: Instructional units will be divided between

Teaching Faculty members instructors after consultation with each Teaching Faculty member and the Academic Director

9.6.2.5 Additional duties deserving compensation will be negotiated with the appropriate Academic Director

9.6.2.6 Teaching Faculty who are scheduled at multiple locations in the same semester may be eligible for additional compensation

9.7 Non-Teaching Faculty Workload

9.7.2 Contracts/Schedule

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

9.7.2.2 Non-teaching Faculty will be notified by July each year of the required period of service.

9.7.2.3 At the beginning of each semester, Non-teaching Faculty Members shall submit a schedule of work hours for approval.

9.7.3 Loads for Non-Teaching Faculty

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

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

9.7.3.3 Non-teaching Faculty may be given specific assignments by their appropriate administrator according to their areas of expertise.

9.7.4 Overload Compensation for Non-teaching Faculty

9.7.4.1 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.

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

9.8 Miscellaneous

9.8.1 Full time Teaching Faculty members will be consulted in the scheduling of summer courses, and will have first choice in the assignment of summer courses. Academic Directors will make

requests by email.

- 9.8.2 Full-time Teaching 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 Teaching Faculty member requests to teach the same overload or summer course, the director will meet with the affected Teaching Faculty members to resolve the issue.
- 9.8.4 Summer compensation is calculated at 75% of registration fees up to a maximum of \$1,400.00 per credit.
- 9.8.5 Summer class sizes are capped at 20 students unless mutually agreed upon by the Teaching Faculty member and academic director. Any class size that exceeds this cap is subject to the class cap provision in Article 9.6.2.2 above.

Article 10 Teaching Faculty Workload Assignments

10.1. Individual Teaching Faculty workload particulars, such as courses taught, teaching schedule, teaching locations and online workload shall be determined by the Teaching Faculty member working in conjunction with their Academic Director and the Vice President of Academic and Student Affairs. 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 Teaching Faculty shall be given priority over part time instructors in choice of courses taught in their subject area(s).

10.3 Full-time Teaching Faculty shall have the right to bump part time Faculty from classes if (a) the full-time Teaching 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 Teaching Faculty to maintain a full teaching load. This process may not be used to achieve or maintain an overload.

10.4 Should the full-time Teaching Faculty Member disagree with their Academic Director's decision in any of these areas, the Teaching Faculty member may appeal the decision directly to the Vice President of Academic and Student Affairs.. The decision of the Vice President of Academic and Student Affairs 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 of Academic and Student 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 Non-teaching Faculty (counselors and librarians), non-instructional days may be used for counselor and library duties as well. All Faculty are required to meet departmental and college obligations during non-instructional days.

11.3 Changes in Contract Assignments

11.3.1. Academic Faculty shall be offered B or B Plus (1-21 days at 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 Academic 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 Academic Faculty member 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 Teaching Faculty workforce, regardless of where initiated, shall be initially discussed with the full-time Teaching Faculty members 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 Teaching Faculty members of the academic discipline and the Academic Director agree that an Teaching Faculty position should be filled, the position will be put forward as a recommendation to the Vice President of Academic and Student Affairs as a possible new hire. Campus transfers will be considered before a search is initiated.

12.1.3. Should the majority of the Teaching Faculty 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 Teaching Faculty positions

In the event that multiple Teaching Faculty 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 Teaching Faculty member of each affected academic discipline, as well as their respective Academic Directors, shall meet to create a prioritized list of Teaching 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 Academic Faculty Position Searches Committee Recommendations

Immediately after the interview process is completed, the committee will invite the Vice President of Academic and Student Affairs 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 Vice President of Academic and Student Affairs. 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 of Academic and Student Affairs, 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

Academic 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 Academic 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 Vice President of Academic and Student Affairs within five (5) working days after the conclusion of the reconsideration process.

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

13.3. Paragraph 13.2 above does not preclude reassignment to a Non-teaching Faculty position.

13.4. If the Academic Faculty member needs retraining or additional training that can be completed within one semester before the Academic 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 Academic Faculty member, the following formula will be used.

Academic 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 Academic Faculty member and the appropriate Director/Vice President.

14.2 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.

14.2.3 One-Time Base Salary Adjustment

Teaching faculty members who are covered by this contract will receive a \$2,000 base salary adjustment upon contract approval.

Article 15 Benefits

15.1 WNC will provide a level of benefits to Academic 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 full-time emergency or non-tenure track Teaching Faculty who serves continuously for one year and who is hired in a tenure track position, is entitled to have the year of full-time emergency or non-tenure track employment counted toward tenure under the following conditions:

1. The new Teaching Faculty completes the Ad Hoc Professional Development (PDC) process during the year prior to being hired into the tenure-track position.
2. The PDC committee gives written recommendation in support of the new Teaching Faculty receiving tenure credit. This recommendation shall be given to the Vice President of Academic and Student Affairs no later than the end of the first semester of the new Teaching Faculty's tenure-track employment.

The new Teaching Faculty has the right to opt out of the tenure credit. This shall be stated in writing and given to the Vice President of Academic and Student Affairs no later than the end of the first semester of the new Teaching Faculty's tenure-track employment.

Article 17 Required Meetings

Required meetings will convene at the request of a WNC-NFA chapter member.

- a. Faculty representatives and administration shall meet at least once each semester to review and discuss dual enrollment initiatives and co-teacher lead instructor compensation. The meeting shall include one Teaching Faculty member from each division, all Academic Directors, Vice President of Academic & Student Affairs, Dual Enrollment Coordinator and a WNC-NFA chapter member. Others may attend upon mutual agreement.
- b. Faculty representatives and administration shall meet at least once each semester to discuss distance and online education, draft definitions for the multiple methods of implementation and discuss alignment in Peoplesoft that describe options for students. The meeting shall include two distance/online education Teaching Faculty, the Director of Admissions & Records, the Scheduling Coordinator, the Vice President of Academic & Student Affairs, and an WNC-NFA chapter member. Others may attend upon mutual agreement.
- c. Faculty representatives and administration will meet monthly, until a conclusion is reached, to discuss the possibility and process of providing compensation for overloads starting in the fall semester each year. If the outcome of these meetings is mutually agreeable, the payment of overloads may be implemented in the fall semester in addition to the spring semester during the contract dates. The meeting shall include the Vice President of Academic & Student Affairs, Director of Human Resources, and a WNC-NFA chapter member.
- d. Nursing Faculty representatives and administration shall meet at least once each semester to discuss and draft proposals to address cohort size and adjustments to Nursing Faculty workload. The meeting shall include two representatives of the Nursing Faculty, the Vice President of Academic and Student Affairs, the Director of Nursing/Allied Health and a WNC-NFA chapter member. Others may attend upon mutual agreement.

Article 18 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 _____, 2023.

FOR WNC-NFA

WNC PRESIDENT

Rachelle Bassen WNC-NFA President J. Kyle Dalpe, WNC President

Appendix A

Workload Calculation Examples

Workload Calculation Chart based on Contact Hours per **WEEK**

Type	Code	Weight	Total Credits	Total Contact Hrs (CH)/week	Semester IU (CH/Week x Weight)
Lecture Hrs	LE	1			
Lab Hrs (Nursing, Science)	LA	1			
Studio Hrs	S	0.833			
Practice Hrs	P	0.833			
Clinical Hrs	C	1			
Simulation Hrs	SIM	1			
Reassigned/Other	RO	1			
Total IU					

Sample Schedule #1

Schedule	Code	Class Credit	Contact Hrs/wk	No. Secs	Total Credit	Total Contact Hrs
ART 141	S	3	5	1	3	5
GRC 116	S	3	5	1	3	5
GRC 200	S	3	5	1	3	5
GRC 220	S	3	5	1	3	5
					12	20
CoTeach	RO	1	1	2	2	2
Totals					14	22

Workload Calculation #1

Type	Code	Weight	Total Credits	Total Contact Hrs (CH)/wk	Sem IU
Lecture Hrs	LE	1.0			
Lab Hrs (Nursing, Science)	LA	1.0			
Studio Hrs	S	0.833	12	20	16.66
Practice Hrs	P	0.833			
Clinical Hrs	C	1.0			
Simulation Hrs	SIM	1.0			
Reassigned/Other	RO	1.0	2	2	3.00
Total IU					18.66

Sample Schedule #2

Schedule	Code	Class Credit	Contact Hrs/wk	No. Secs	Total Credit	Total Contact Hrs
WELD 211	LE	3	3	2	6	6
WELD 231	LE	3	3	1	3	3
WELD 241	LE	3	3	1	3	3
WELD 250	LE	3	3	1	3	3
					15	15
WELD 212	P	2	2.75	2	4	5.5
Totals					19	20.5

Workload Calculation #2

Type	Code	Weight	Total Credits	Total Contact Hrs (CH)/wk	Sem IU
Lecture Hrs	LE	1.0	15	15	15.0
Lab Hrs (Nursing, Science)	LA	1.0			
Studio Hrs	S	0.833			
Practice Hrs	P	0.833	4	5.5	4.58
Clinical Hrs	C	1.0			
Simulation Hrs	SIM	1.0			
Reassigned/Other	RO	1.0			
Total IU					19.58

Sample Schedule #3

Schedule	Code	Class Credit	Contact Hrs/wk	No. Secs	Total Credit	Total Contact Hrs
BIOL 223L	LA	1	3	2	2	6
BIOL 224L	LA	1	3	1	1	3
					3	9
BIO 100	LE	3	3	1	3	3
BIO 223	LE	3	3	2	6	6
BIO 224	LE	3	3	1	3	3
					12	12
Totals					15	21

Workload Calculation #3

Type	Code	Weight	Total Credits	Total Contact Hrs (CH)/wk	Sem IU
Lecture Hrs	LE	1.0	12	12	12.0
Lab Hrs (Nursing, Science)	LA	1.0	3	9	9.0
Studio Hrs	S	0.833			
Practice Hrs	P	0.833			
Clinical Hrs	C	1.0			
Simulation Hrs	SIM	1.0			
Reassigned/Other	RO	1.0			
Total IU				21.0	

Sample Schedule #4

Schedule	Code	Class Credit	Contact Hrs/wk	No. Secs	Total Credit	Total Contact Hrs
Math 127	LE	3	3	2	6	6
WELD 211	LE	3	3	1	3	3
GEOG 104	LA	1	2.5	1	1	2.5
GRC 200	S	3	5	1	3	5
WELD 212	P	2	2.75	1	2	2.75
CoTeach	RO	1	1	2	2	2
Section 46+	RO	3	3	1	1.5	1.5
Totals					18.5	22.75

Workload Calculation #4

Type	Code	Weight	Total Credits	Total Contact Hrs (CH)/wk	Sem IU
Lecture Hrs	LE	1.0	9	9	9.0
Lab Hrs (Nursing, Science)	LA	1.0	1	2.5	2.5
Studio Hrs	S	0.833	3	5	4.17
Practice Hrs	P	0.833	2	2.75	2.29
Clinical Hrs	C	1.0			
Simulation Hrs	SIM	1.0			
Reassigned/Other	RO	1.0	3.5	3.5	3.5
Total IU				21.46	

Workload Calculation Chart based on Contact Hours per SEMESTER

Type	Code	Weight	Total Credits	Total Contact Hrs (CH)/wk	Total Sem CH	Semester IU ((Sem CH x Weight)/15)
Lecture Hrs	LE	1				
Lab Hrs (Nursing, Science)	LA	1				
Studio Hrs	S	0.833				
Practice Hrs	P	0.833				
Clinical Hrs	C	1				
Simulation Hrs	SIM	1				
Reassigned Time	RO	1				
Total IU						

Sample Schedule #5

Schedule	Code	Class Credit	Contact Hrs/Sem	No. Secs	Total Credit	Total Contact Hrs
NURS 261	LE		20			20
NURS 262	LA		35			35
NURS 271	LA		6			6
NURS 262	C		144			144
NURS 271	C		7			7
NURS 262	SIM		16			16
Lead Fac	RO		50			50
Section 46+	RO	(261)	10			10
Totals						288

Workload Calculation #5

Type	Code	Weight	Total Credits	Total Contact Hrs (CH)/wk	Total Sem CH	Sem IU CH/Sem
Lecture Hrs	LE	1.0			20	1.33
Lab Hrs (Nursing, Science)	LA	1.0			41	2.73
Studio Hrs	S	0.833				
Practice Hrs	P	0.833				
Clinical Hrs	C	1.0			151	10.07
Simulation Hrs	SIM	1.0			16	1.07
Reassigned/Other	RO	1.0			60	4.0
Total IU						19.2