

NFA Contract  
2022 – 2025  
College of Southern Nevada

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## **Preamble**

### **PURPOSE**

The purpose of this Agreement is to establish policies that will govern aspects of employment pertaining to bargaining unit faculty members as authorized by the Nevada System of Higher Education (NSHE) Professional Employee Collective Bargaining Regulations.

The parties recognize that respect and cooperation between them is essential to the achievement of educational objectives, that good faith collective bargaining is a means to achieving respect and cooperation, and that therefore good faith collective bargaining contributes to the interests of the College of Southern Nevada (CSN).

### **THIS AGREEMENT, CSN POLICIES, AND PRACTICES**

Articles in this Agreement supplement, modify, and/or supersede all current CSN and NSHE policies and procedures related to this contract.

Any ambiguity or contradiction between duly adopted policies and procedures of CSN and Articles of this Agreement shall be resolved in favor of the Articles of this Agreement.

## **Article 1 - Recognition**

NSHE hereby recognizes that CSN-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 CSN 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 - Non-Discrimination**

**Section 1.** CSN Administration and CSN-NFA affirm their dedication to the principles of equal opportunity and freedom from unlawful discrimination; as such, the parties will not discriminate on account of any of the following: race, color, sex, religion, national origin, marital status, domestic partnership status, familial status, age, disability (whether actual or perceived by others), ancestry, military or veteran status or obligations, sexual orientation, gender identity or expression, or genetic information. This includes non-discrimination in hiring processes. CSN Administration affirms its dedication to affirmative action.

**Section 2.** CSN and NSHE policy and code procedures shall be followed to resolve complaints of a violation of Section 1, except for cases in which CSN and NSHE policy and code do not offer protection for the category in Section 1 that is alleged to have been discriminated against.

**Section 3.** CSN Administration shall not discriminate against bargaining unit members because of participation in NFA, including participation in a grievance or membership. CSN-NFA shall represent all members of the bargaining unit fairly, consistent with the duty of fair representation.

**Section 4.** Nothing in this Article precludes any member of the bargaining unit from protecting his/her rights to be free of unlawful discrimination pursuant to any state or federal law which addresses discrimination, without resorting to the provisions of this contract.

## Article 3 - Safety

**Section 1.** All members of the CSN community have a responsibility in their respective roles to encourage and provide a safe, secure and healthy campus environment. CSN commits to provide a safe and clean education and working environment at all of its campuses, sites, and office facilities. CSN shall comply with all federal, state and local laws and regulations. CSN shall promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions that its investigation reveals.

**Section 2.** When an academic faculty member believes there is cause for concern for the safety of themselves and/or the students, they should immediately use the classroom's Emergency Phone or other communication methods to seek public safety assistance or respond consistent with the College's central message being distributed concerning an incident. If necessary, the academic faculty member may dismiss the class. If the department chair doesn't know the circumstances, the faculty member shall report the class dismissal as soon as practical.

**Section 3.** The CSN-NFA President or designee will be a member of the CSN Safety and Security Committee.

**Section 4.** Academic faculty may individually make written suggestions for safety equipment, and the appropriate manager shall provide a timely written response.

**Section 5.** If an academic faculty member believes that s/he is experiencing unsafe working conditions, s/he shall discuss the condition with his/her supervisor (dept. chair/manager). The concern shall be reviewed and investigated by the appropriate manager, and a written response provided to the faculty member, and to all members of the Safety and Security Committee.

**Section 6.** If CSN-NFA deems the actions taken in Section 1 are insufficient, a representative should elevate the concerns to the appropriate CSN leadership member.

**Section 7.** First aid kits.

A. Contents of the first-aid kit should take into consideration the type of injuries requiring first aid that may be expected, distance from medical care, and number of employees in the workplace. Departments should evaluate their own workplace to determine needs. Contact the director of Environment Health and Safety if additional supplies or first aid kit(s) are needed.

B. All reasonable supply costs will be carried by the administration, so as not to adversely affect an individual department.

C. A designated person will inspect the first-aid kits on an interval necessary to maintain them in proper order.

D. An inspection sheet will be maintained by the department to ensure this procedure is followed.

## **Article 4 - Academic Freedom**

**Section 1.** CSN is operated for the common good of the greater community it serves. The common good depends upon the free search for truth and its free exposition. Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach, and publish. Academic freedom is essential to these purposes and applies to both teaching and scholarly/creative work. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it responsibilities correlative with rights.

**Section 2.** This Agreement incorporates the current Academic Freedom Policy adopted by the American Association of University Professors (The American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure).

**Section 3.** Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary and the tenured teacher, but also to all others, such as part-time faculty and teaching assistants, who exercise teaching responsibilities.

**Section 4.** Speech by professors in the classroom at public institutions is protected under both the First Amendment and the professional concept of academic freedom if the speech is “germane to the subject matter.” Faculty academic freedom, unlike that of students, is not only an individual but also a collective right, informed by professional expertise and peer review. Professors must be allowed to select readings to assign in their courses without having to provide “equal time” for every competing viewpoint. (AAUP, Academic Freedom of Students and Professors, and Political Discrimination). Nothing herein shall be interpreted to permit or condone speech or conduct that is not protected by the first amendment or that may be deemed illegal or negligent pursuant to any court of competent jurisdiction.

**Section 5.** The concept of academic freedom is accompanied by the equally demanding concept of academic responsibility. A member of the faculty is responsible for the maintenance of appropriate standards of scholarship and instruction. As a teacher/faculty, he or she is entitled to teach within his/her special competence. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. In return for these guarantees, the scholar and the teacher owe unlimited allegiance to the pursuit of truth and understanding.

**Section 6.** The exercise of Academic Freedom under this article shall not be deemed insubordination for the purpose of discipline.



## **Article 5 -Shared Governance**

### **Section 1. Precedence**

A. NFA represents bargaining unit members in all CSN matters included in this CBA.

B. Whenever a CSN committee is formed to address through shared governance, any issue covered by this CBA, a designated NFA representative appointed by the CSN-NFA President shall be seated on that committee.

### **Section 2. Consultation**

A. It is agreed that the CSN-NFA President, or designee, and the CSN President, or designee, will meet as requested by either party to consult on matters related to this Agreement, within two weeks of the request.

B. It is agreed that the CSN-NFA President, or designee, and each school dean, or library director, will meet as requested by either party to consult on matters related to this Agreement, within two weeks of the request.

### **Section 3. Professional Development and Reservations**

A. CSN Administration shall support NFA leadership and other enrolled members appointed to NFA committees and other service roles to utilize the five (5) hours per week on average for professional development or college/service, as outlined in the Faculty Workload Policy, for the purposes of conducting NFA business including, but not limited to, contract development and administration, and participation in the governance of NFA and AAUP.

B. NFA shall post online as a matter of public record the names of members serving leadership and other roles, including but not limited to Chapter President, Vice President, Treasurer, Secretary, and bargaining team members as elected by NFA membership and/or appointed by the NFA Chapter President. CSN Administration will make available a CSN-NFA page on the college website to support this publication and link to the page from the CSN Faculty Infobook website. NFA members may report, at their discretion, their NFA-related service activities associated with Section 3.a for the purposes of faculty evaluation or tenure application.

C. NFA may request to use conference rooms on Charleston, North Las Vegas and Henderson campuses through the appropriate process for reserving space. All reasonable requests will be approved provided that space is available.

### **Section 4. Leased Space**

The CSN-NFA Executive Board will enter negotiations with CSN Administration to discuss the lease of a mutually agreed upon office space provided that space is available.

# **Article 6 - Faculty Contracts and Engagement**

## **Section 1. Faculty Categories**

For the purposes of this Article:

Academic Non-Instructional Faculty are bargaining unit members in the following subcategories: Counseling faculty and Library faculty.

Academic Instructional Faculty are all bargaining unit members not in the Academic Non-Instructional category.

## **Section 2. “A” Contract**

The “A” contract is a 12-month contract that is normally reserved for faculty members engaged in year-round programs or work responsibilities. Faculty members on “A” contracts accrue annual leave and sick leave. Job or time responsibilities are as follows:

### **A. Academic Instructional Faculty**

1. Up to fifteen (15) Instructional Units (IUs) on average each spring and fall semester.
2. Thirty-eight (38) IUs per year, which may include a maximum of eight (8) IUs during summer.
3. Minimum of ten (10) hours per week on average for class preparation and curriculum revision/development.
4. Minimum of five (5) hours per week on average scheduled office hours and/or contact hours.
5. Minimum five (5) hours per week on average for professional development and/or college service.
6. Activities shall occur within a 35-hour workweek.

### **B. Academic Non-Instructional Faculty**

1. Assigned activities shall occur within a 35-hour workweek.
2. Included within the 35-hour workweek is a minimum of five (5) hours per week on average for professional development and/or college service.
3. Schedules are assigned and approved by the respective Associate Vice President/Deans/Department Chairs.

### **Section 3. “B” Contract**

The “B” contract is the basic contract for Academic Instructional Faculty. Academic faculty “B” contracts are for fall and spring semesters including 5 business days prior and 3 business days after the 16-week fall and spring semesters. Holidays as delineated on the Academic Calendar are not considered working days.

Faculty members on “B” contracts may accept supplemental appointments that are for college service during periods of time outside the contract service dates (e.g., teaching during summer session). Faculty members on “B” contracts do not accrue annual leave but do accrue sick leave.

#### **A. Academic Instructional Faculty**

1. Minimum of thirty (30) IUs per academic year; not including summer semester.
2. Minimum of ten (10) hours per week on average for class preparation and curriculum revision/development.
3. Minimum five (5) hours per week on average scheduled office hours and/or contact hours.
4. Minimum five (5) hours per week on average for professional development and/or college service.
5. Activities shall occur within a 35-hour workweek.

#### **B. Academic Non-Instructional Faculty**

1. Assigned activities shall occur within a 35-hour workweek.
2. Included within the 35-hour workweek is a minimum five (5) hours per week on average for professional development and/or college service.

### **Section 4. “B+” Contract**

A “B+” contract adds 21 days to the normal “B” contract. It is used selectively for administrative, academic leadership, and other services performed by faculty.

1. The additional 21 days will be selected by the faculty member and approved by the Chair, Dean, and Vice President of Academic Affairs in collaboration with the faculty member.
2. The additional 21 days cannot include service dates that are part of the “B” contract.

## **Section 5. Required Events**

Faculty will participate in the following events in person each year, which occur within the academic calendar and contract dates:

- Convocation meeting at the start of each academic term as scheduled;
- School/Department meetings held throughout the academic year as scheduled by the academic Deans, Department Chair, Director;
- Commencement: Academic faculty will be required to attend one CSN graduation or commencement event annually (every year) from the following list and limited to three hours in length:
  - CSN commencement. Faculty attending CSN commencement ceremonies will be allowed to borrow caps and gowns from CSN at no cost. Commencement will be scheduled within “B” contract dates.
  - CSN graduation pinning ceremony.
  - Academic School graduation or commencement event.
  - Department graduation or commencement event.
  - Cultural or specific group graduation or commencement event, including but not limited to any ethnic-based student graduation, LGBTQ graduation, etc.

Any requests for exceptions shall be submitted within 7 calendar days in advance of the scheduled event, through the Department Chair/Director for consideration and recommendation. Final approval will be the authority/discretion of the school Dean/Director/Associate Vice President. Unapproved absences will be subject to leave without pay.

## **Section 6. Commencement Committee**

CSN-NFA will be invited to participate, with at least two appointees, on any review, planning, and/or recommending group or committee for CSN Commencement.

## **Article 7 - Salary and Economic Proposals**

### **Section 1. Merit and COLA**

Nothing in this CBA amends the applicability of any performance pool, merit pay, cost of living adjustments (COLAs) and/or comparable salary increase funded by the college, Nevada Legislature or directed by the Board of Regents. Bargaining unit members will be eligible for the 1% merit pool pay and 1% COLA increases in FY 23.

### **Section 2. Increase to Base Salaries Adjustment**

Nothing in this CBA amends the applicability of any base salary increases by the Nevada Legislature, directed by the Board of Regents or the college President.

Each bargaining unit member will receive a 1% base salary increase, retroactive to July 1st, 2022. The starting base pay will include all approved base increases, such as FY23 COLA and FY23 performance pool, before calculating the 1% base salary increase for bargaining unit members.

Each bargaining unit member will receive a one-time \$2000 professional development stipend toward development of their professional growth plan. The stipend will be paid to bargaining unit members within 60 days of ratification of this agreement. Bargaining unit members should address professional development advancement in their FY23 faculty evaluation growth plan.

It is agreed that CSN Administration and CSN-NFA will reopen negotiations by July 1, 2023 for across-the-board base salary increase, when State of Nevada legislative budgets can be fully reviewed

Reopening articles include Article 7 Sections 1 & 2, and Article 26.

**Section 3. Salary Placement**

A. Current Initial Placement Table: Chart will reflect the 2.5% column steps.

Initial Placement for Academic Faculty					
YOE	< BS	BS	MS	MS + 30	PHD
0	\$ 37,353	\$ 41,088	\$ 46,691	\$ 52,294	\$ 56,030
1	\$ 38,287	\$ 42,115	\$ 47,858	\$ 53,601	\$ 57,431
2	\$ 39,244	\$ 43,168	\$ 49,055	\$ 54,941	\$ 58,867
3	\$ 40,225	\$ 44,247	\$ 50,281	\$ 56,315	\$ 60,338
4	\$ 41,231	\$ 45,353	\$ 51,538	\$ 57,723	\$ 61,847
5	\$ 42,261	\$ 46,487	\$ 52,827	\$ 59,166	\$ 63,393
6	\$ 43,318	\$ 47,649	\$ 54,147	\$ 60,645	\$ 64,978
7	\$ 44,401	\$ 48,841	\$ 55,501	\$ 62,161	\$ 66,602
8	\$ 45,511	\$ 50,062	\$ 56,888	\$ 63,715	\$ 68,267
9	\$ 46,649	\$ 51,313	\$ 58,311	\$ 65,308	\$ 69,974
10	\$ 47,815	\$ 52,596	\$ 59,768	\$ 66,941	\$ 71,723

B. Upon hire, academic faculty are given an initial salary placement in accordance with NSHE Procedures and Guidelines Manual Chapter 3, Section 3.2. Faculty are entitled to receive upon written request made within three (3) business days a written explanation of their initial salary placement, which shall be promptly provided within three (3) business days. Faculty may request reconsideration of that placement by submitting a written request within three (3) business days after receiving the explanation. Faculty should provide any rationale or background reasons justifying the request. The Human Resources Department shall promptly review the reconsideration request, and make its recommendation to the CSN hiring authority. A copy of the recommendation and the hiring authority’s decision will be provided to the faculty member.

CSN Administration will implement recommendations as provided by the Salary Schedule as prescribed in *Title 2, Chapter 5, Section 5.5.1*.

CSN Administration will create the new initial placement table with the same updated formula from this contract. Initial salary placement will allow up to ten years in their respective column of related experience in the assigned discipline or industry and will be credited to new faculty as determined by Human Resources. Every year of credited experience (rows 0-10 in Section 3.A. chart) will equate to 2.5% above column entry (each row 0-10 in Section 3.A. chart) level salary.

At time of ratification, any faculty member under the new salary placement schedule, commencing employment July 1, 2022, would be made whole under the new schedule.

Nothing in this CBA amends the applicability of any Salary Schedule updates that include an increase to salary ranges listed in Section 2.A.

#### **Section 4. Salary Equity Studies**

In accordance with the provisions of NSHE's Procedures and Guidelines Manual Chapter 3.d.1 regarding salary equity studies, a Salary Equity Study will be performed by CSN during the length of this contract as outlined below. The study will be conducted to assess whether a faculty member's salary is appropriate as compared to the salaries of other faculty at the institution based upon years of experience and educational attainment. Upon completion of salary equity studies, a description of the process that was used to gather the data utilized by the Salary Consultant in their analysis, as well as the methodology used by the Salary Consultant to analyze that data, shall be published in a manner that is accessible to bargaining unit members. Bargaining unit members have the right to receive upon request a written explanation of their salary equity adjustment amount. A bargaining unit faculty member's salary equity adjustment review request will be completed in a timely fashion.

In the procedures for a salary equity study, the RFP Process only needs to be completed in Fiscal Years where an RFP contract has expired or a Separation Clause was enacted. For all years covered under contract with a vendor, the RFP process does not need to be completed.

CSN will hold Salary equity studies in odd numbered Fiscal Years beginning with FY25. This time line will be used for odd numbered Fiscal Years (i.e., FY25, FY27, etc.), with exceptions for the RFP process.

Committee formed (2 faculty identified by CSN-NFA + 2 admin faculty) by August 1. The RFP process starts with the Procurement Department immediately after the committee is formed. The RFP process concludes, and a consultant is chosen by December 15.

Consultant starts work January 1. Final & approved results are delivered to Budget Services by May 1.

Funding, if appropriate, & timeline communicated back to the Committee by June 15.

A committee will be identified to coordinate the Salary Equity Study. The committee will consist of two members identified by CSN administration and two CSN bargaining unit members identified by NFA. The committee will establish the criteria to be used for the review of CSN bargaining unit members' salary in comparison of other CSN bargaining unit members' salary including but not limited to years of experience and educational attainment. The committee will recommend to the President of CSN for approval whether the services of an external consultant shall be utilized to support the study. If an external consultant is utilized, the consultant will be selected through a public and competitive RFP process.

As outlined in the chart above, due to the time required to process an RFP, the committee must determine by September 1 whether an external consultant will be utilized. If an external consultant is to be utilized, a committee must begin that process immediately so the consultant can be selected by December 15. The consultant's services will be expected to commence by no later than January 1 and the consultant must consent to the timeline, which shall be included in the consultant's service agreement. If the internal committee performs the study itself, the committee must commence work by no later than November 1.

Whether an external consultant or the internal committee performs the process, the work must be completed by May 1, to enable changes to be incorporated into the following fiscal year's operating budget. Salary equity adjustment recommendations will require approval by the President of CSN; therefore, that approval process will also need to be built into the timeline for completion by June 1.

CSN will identify resources to fund the results of the equity study, which may be phased in incrementally depending on funding resources. This funding and timeline will be communicated back to the committee by June 15.

If the internal committee is formed after August 1, the internal committee can consult with the Procurement Department to determine whether a consultant can be identified through the RFP process by December 15. If that is not feasible, the internal committee will need to direct the study itself (within the mentioned timelines). All approved results must be completed by May 1 of the fiscal year.

Each bargaining unit member will be furnished the results of their salary equity study with the corresponding methodology used to arrive at compensation results by the compensation consultant. A faculty member may appeal a decision of the compression study to the Salary Equity Committee, who will respond within 30 business days. Decisions of the Committee following hearing of an appeal are final.

### **Section 5. Legislature**

CSN and NFA will jointly support and advocate for any final actions approved by the Board of Regents of the Nevada System of Higher Education in the development of legislation to establish a structure for a comprehensive and sustainable faculty compensation system, including regular in-rank salary increases.

### **Section 6. B+ Contracts**

Faculty members who are assigned a B+ Contract shall be compensated 12% with 21 working days above the base salary set for their position effective Fall 2022.



## **Article 8 - Summer Teaching**

### **Section 1. Assignment**

A. A bargaining unit faculty member is eligible to teach any class in summer that they have previously taught. Additionally, they may teach any summer course requested with approval from the Department Chair (in consultation with the Program Director if applicable).

B. Summer assignments will be made by the Department Chair (in consultation with the Program Director if applicable).

C. Any properly eligible bargaining unit faculty member who submits a timely, written request for a summer session teaching assignment, shall be given at least one (1) class assignment, if one is available at sufficient enrollment, before any other bargaining unit faculty member is given a second (2nd) class assignment.

D. Using the same principle, any bargaining unit faculty member who requests two (2) summer class assignments shall be given the second assignment, if a second assignment is available, before any other bargaining unit faculty member is given a third teaching assignment.

E. No faculty member may teach more than nine IUs in the summer unless special permission is granted by the VPAA.

F. For the purposes of this procedure, a “class assignment” is a section with a unique section number.

G. Where choices in assignments are possible, bargaining unit faculty members shall receive first priority consideration for all classes offered.

H. Should two or more bargaining unit faculty members request the same class assignment, preference will be given to the faculty member who developed the course.

I. Should two or more bargaining unit faculty members request the same class assignment, and neither developed the course, preference will be given by seniority.

J. Department chairs will be required to retain documentation of procedure and results of the aforementioned assignments to ensure that the appropriation rotation is achieved in 2c & d.

### **Section 2. Pay**

A. Pro-rata pay shall be calculated as 0.021 times base pay per IU for the summer 23.

B. The summer 24 of the contract, pro-rata pay shall be calculated as 0.02125 times the base pay per IU.

C. Beginning the summer 25 of the contract, pro-rata pay shall be calculated as 0.022 times the base pay per IU.

D. A class size of seventeen (17) or greater will result in pro-rata pay, or \$1,025 per IU, whichever is more.

E. For classes with approved limited class size below seventeen (17), pro-rata pay shall be awarded for enrollment equal to or greater than the approved class size.

F. The minimum class size is fourteen (14) unless on the approved list based on space, equipment, etc.

G. Individualized instruction per student pay may be negotiated by the faculty member. The calculation will be IUs equal 0.75 times the number of credits times the number of students.  $IU \times \text{current overload rate} = \text{pay}$ . A decision to teach on a per student pay basis (due to low enrollments) must be made between the instructor and the department chair no later than 7 days prior to the first day of class.

H. If a bargaining unit faculty member takes over a class from a part-time instructor, the bargaining unit faculty member will be paid full pay for the class as per this section.

I. Faculty on a year-round "A" contract cannot receive compensation for teaching in the summer. Department Chair compensation is addressed in Article 12.I.3 in this Contract.

J. To fund Section 2 A-C in this section CSN-NFA agrees to reduce travel allotments by 25% each year and increase the IT/Computer Refresh Rotation by 2 years. This provision will not be applicable if it is determined by CSN-Administration that summer school self-supported funding has increased sufficiently to offset the above travel allotment and IT/Computer items.

This article will affect rates beginning in June 2023.

## **Article 9 - Hiring**

### **Section 1. Position Approval and Recruitment**

It is the responsibility of the hiring supervisor to ensure funding availability prior to initiating the online requisition process for approval and posting of the position. All positions must be approved by the respective Vice President in consultation with the Vice President of Finance and Administration (VPFA) or their designees. Replacement positions must be entered into the Workday system as soon as the notification of vacancy occurs and approval to replace is obtained.

The Department Chair initiates the requisition process and identifies the nomination for Screening Committee Chair. Prior to posting, Human Resources personnel including the Affirmative Action Officer will review the requisition for appropriateness of content.

The Department Chair or Director in consultation with the Dean, Associate Vice President or equivalent level manager, and/or Program Director or Lead Faculty and Screening Committee Chair will develop the job announcement prior to routing for approval and posting.

### **Section 2. Type of Search**

Faculty searches will be posted based on the type of search requested:

A. National search – these searches must be posted for a minimum of 30 calendar days, have greater advertising minimum requirements and allow for reimbursement of candidate travel expenses (up to the approved maximum reimbursement amount).

B. Local search – these searches must be posted for a minimum of 15 calendar days, require advertising as listed below in items “3 A-B” and do not offer candidate travel reimbursements.

Respective Vice President has final approval on the type of search requested.

All positions will be posted with a closing date and will only be “open until filled” upon request of the hiring committee.

### Section 3. Advertising

A. Advertising for positions should include the following as a minimum:

Type of search	Minimum number of posting days	Advertising minimum	Minimum approving authority	Final approving authority
National search	30 calendar days	<ul style="list-style-type: none"> <li>- CSN website</li> <li>- One website appropriate to the discipline</li> <li>- One website dedicated to higher education</li> <li>- Two websites/publications dedicated to diversity – Diversity Organizations E-List</li> <li>- Nevada Job Connect</li> </ul>	Department Chair or Director	VP and VPF or their designee
Local search	15 calendar days	<ul style="list-style-type: none"> <li>- CSN website</li> <li>- One website dedicated to higher education</li> <li>- Two websites/publications dedicated to diversity – Diversity Organizations E-List</li> <li>- Nevada Job Connect</li> </ul>	Department Chair or Director	VP and VPF or their designee

B. In addition to minimum advertising noted above, specialty ads, (e.g., a position in a CTE, vocationally or historically hard to fill) can be advertised in a major trade publication and/or trade organization listing, if appropriate for the respective discipline.

C. Applicants are required to submit the following: official online CSN application, College/University transcripts, cover letter, at least three references, and resume or curriculum vitae.

D. Candidates may be required to provide additional information including but not limited to: additional materials such as samples of lesson plans; original teaching materials; learning activities; evaluations of learning outcomes; description of the curriculum/learning activities development process; description of related outline training and learning management system (LMS) experience; insight into the applicant's approaches to online and on-ground classes; examples of teamwork contributions/experience and collaboration; a description of college service or civic engagement; and a description of how the applicant incorporates diversity and inclusion into their teaching.

### Section 4. Members of the Screening Committee

A. Upon receipt of a position requisition Human Resources will immediately provide a list of all departmental faculty that have completed Screening Committee training and Cultural

Competency Training (or equivalent content training and/or (unless combined into a single training) and are eligible for participation as a member of the Screening Committee and e-mail the list to all nominators. After consultation with proposed nominees, the nominators will make their nominations within seven (7) calendar days of receiving the list. If the nominator fails to make his/her nomination within that timeframe, the duty to make the nomination will default to the respective VP.

B. The Screening Committee will generally be comprised of five (5) academic faculty members but will be no larger than seven (7) members unless authorized by the respective VP.

C. Members of the Screening Committee are nominated by the Department Chair or Director (1 member); the School Dean or Associate Vice President (1 member), Faculty Senate Chair (1 member); Respective Vice President (1 member) and Affirmative Action Officer (1 member). It is recommended that the majority of committee members have relevant subject matter expertise. Market hire, tenured and non-tenured faculty members have the ability to accept or to decline Screening Committee appointment without retribution/consequence. –The Department Chair or Director selection will serve as the Screening Committee Chair unless an alternate is appointed by the respective VP.

D. The Screening Committee Chair will be a tenured academic faculty member or a “market hire” academic faculty member with a minimum of three (3) years employment at CSN, from the discipline or department, who has previously served on a Screening Committee and completed (or upon nomination will complete) Screening Committee training and Cultural Competency training (or equivalent content).

E. The Affirmative Action Officer or designee will review the members of the Screening Committee makeup prior to making their nomination, to ensure the members of the Screening Committee are diverse (gender, race, etc.).

F. The respective Vice President or designee will review and approve the members of the Screening Committee. Once approved, Human Resources will notify the members of the Screening Committee of their appointment to the committee.

G. The Affirmative Action Officer or designee along with the Dean, Associate Vice President or equivalent level manager will meet with the members of the Screening Committee at the first Search Committee meeting to assist in training committee members on procedures and hiring goals as outlined by the Affirmative Action Plan. The Affirmative Action Officer may serve as a resource to the committee.

H. If a member of the Screening Committee is listed by an applicant as a reference, they must elect to either resign from the Screening Committee or be removed as a reference by the applicant. When Screening Committee members withdraw as a reference, the applicant will be notified and asked to provide replacement references prior to references being contacted by the Screening Committee.

I. At the first meeting, the Screening Committee creates the timeline to complete hiring, and commits to the process. The Screening Committee retains the option of reviewing candidates as they

apply or waiting until the job announcement has closed.

## **Section 5. Screening**

A. The Screening Committee chooses by majority vote to either:

1. HR and Screening Committee Chair screen for minimum qualifications: the Committee Chair and a Human Resources staff member independently screen all applications for minimum qualifications within five (5) working days of the position's closing date or full consideration date for "open until filled" positions. If a difference of opinion arises as to whether an applicant meets the minimum qualifications, the candidate will go into the pool for the full committee to review.

a. Each member of the Screening Committee will review the applicants putting them into three categories by suitability; yes interview, maybe, or no. A short, written justification, developed by each Screening Committee member and reviewed by HR, is required. The Screening Committee will meet and discuss the applications to derive a consensus of whom to interview.

2. Or, to have all applications be reviewed by the Screening Committee with no prior screening.

a. Each member of the Screening Committee will review the applicants putting them into one of four categories by suitability: yes interview, maybe, no, or does not meet minimums. A short, written justification, developed by each Screening Committee member and reviewed by HR, is required. The Screening Committee will meet and discuss the applications to derive a consensus of whom to interview.

B. Applicants materials will be available to the Screening Committee one working day after the closing of the position.

C. The Screening Committee will conduct video conference and/or phone interviews, the Screening Committee will provide up to a maximum of eight (8) names per position to be filled to Human Resources to arrange for video conference and/or phone interviews. The Screening Committee develops the objectives that will guide the questions and develops the questions to be asked of the applicants in the video conference and/or phone interviews. Questions must be approved by Human Resources in advance of the scheduled video conference and/or phone interviews, within five (5) working days of their receipt.

D. For positions that are "open until filled," the members of the Screening committee will have the right to, but are not required to, review subsequent applications received after the full consideration date so long as the deadline is uniformly applied to all applicants. Once the position is closed, no late applications will be accepted.

E. After video conference and/or phone interviews, the Screening Committee will conduct at least two (2) reference checks on applicants proposed for in-person interviews. Lists of questions for

reference checks and notes compiled become part of the search record and are submitted to Human Resources. Questions used in reference checks will be directly related to legitimate hiring criteria and must be preapproved by Human Resources. The refusal of an applicant to permit a professional reference check may be considered as a factor in the hiring decision.

F. The Screening Committee will identify a maximum of five (5) applicants per position to be filled to proceed to in person interviews. Written justification supporting applicants identified for in-person interviews must be based on the announcement; the Affirmative Action Officer will review the list provided and, as appropriate approve or recommend changes. The Screening Committee then drafts the scripted questions for the first in-person interview, interview questions must be approved in advance by Human Resources, within five (5) working days of their receipt. Applicants will be notified a minimum of fourteen (14) calendar days prior to interview dates.

G. The Screening Committee will advise Human Resources, and applicants will be notified at the time of invitation, of additional materials required for the in-person interviews such as samples of lesson plans; original teaching materials; learning activities; evaluations of learning outcomes; description of the curriculum/learning activities development process; description of related online training and learning management system (LMS) experience; insight into the applicant's approaches to online and on-ground classes; examples of teamwork contributions/experience; a description of college service or civic engagement; and a description of how the applicant incorporates diversity and inclusion into their teaching.

H. At any stage of the process, candidates not selected for advancement are notified by Human Resources, within two (2) working days of the decision that the applicant will not advance in the process.

## **Section 6. Interview and Selection**

A. Applicants are interviewed by the members of the Screening Committee in person unless an exception is made by the Dean, Associate Vice President or equivalent level manager. During the interview, the members of the Screening Committee must ask the same agreed-upon questions to each applicant but are able to ask appropriate follow-up questions. The first in-person interviews may include a teaching demonstration or other activity that demonstrates the skills the candidate will bring to the position, as determined by the Screening Committee, and as determined at the time of invitation to in-person interview.

B. The Screening Committee will develop a Strengths and Gaps document based on their evaluation of all relevant criteria, for all candidates to provide justification for who is and who is not advanced to the second in-person interview conducted by the Hiring Committee.

C. Only applicants recommended by the Screening Committee will advance to a final in-person interview with the Hiring Committee. The Hiring Committee is composed of the Dean, Associate Vice President or equivalent level manager, Department Chair or Director and Faculty Senate Chair or his/her designee. The Screening Committee Chair will serve as requested as a resource to the Hiring Committee.

D. Within one (1) – three (3) business days, the Hiring Committee will consult with the Screening Committee and Program Director, if not on the Screening Committee to discuss the interview process and hiring selection in advance of an extension of an offer to the identified candidate.

E. All full-time faculty interviewees may be hosted by the respective department. Hosts will be chosen and notified in advance by the Dean, Associate Vice President or equivalent level manager. Reimbursement for the candidate and host will be in accordance with CSN Hosting Policy, for purposes of recruiting coordination with the Human Resources Office through the VP Finance & Administration budget prior approval will be required.

F. Within one (1) – three (3) working days of the completion of interviews, the Hiring Committee decides on its ranking of interviewed candidates.

G. The Hiring Committee reporting structure or equivalent shall complete the Candidate Information Sheet and submit the following paperwork to Human Resources within one (1) – three (3) working days of the final decision:

- CSN employment application
- Resume or CV
- Transcripts
- Strengths and Gaps form and any/all additional search paperwork, including reference check questions, notes, written justifications and any other search documentation.

These documents become part of the employee's permanent personnel file and/or the official recruitment file.

## **Section 7. Making the Offer of Appointment**

A. Human Resources in consultation with the respective VP shall calculate and determine salary, according to the published salary placement criteria, prior to any offer being made.

B. Upon receiving notice from Human Resources, the respective Dean or Associate Vice President makes the preliminary verbal offer of appointment to the identified applicant(s) to hire.

C. If the top ranked candidate declines the position, the second ranked candidate shall be selected. If the second ranked candidate declines, the third ranked candidate shall be selected, and so on.

D. An offer on any alternate candidate can only be made after Human Resources, in consultation with the respective VP, has calculated and determined salary according to the published salary placement criteria. If all suitable applicants decline the position, the Hiring Committee in consultation with the Screening Committee will determine if the Screening Committee will continue interviewing by screening rank or close and re-open the position. Upon approval of the respective Vice President, the Department Chair or Director in consultation with the Dean or Associate Vice President or equivalent may offer a one-year temporary position or choose to fill with adjunct



instructors as the search continues.

E. The respective Dean or Associate Vice President or equivalent notifies Human Resources of the accepted verbal offer. Upon receipt of the Candidate Information documentation, Human Resources in coordination with the Hiring Manager will facilitate the hiring processes through Workday, including the initiation of a background check. The New Hire will be provided details on where to send official College/University transcripts.

F. Official transcripts are placed in the new hire's personnel files by Human Resources.

## **Article 10 - Relocation Expenses**

The College of Southern Nevada shall provide funding on an annual basis of forty thousand dollars (\$40,000) for relocation/moving expenses for newly hired, tenure-track and Rank O Faculty Market Hires bargaining unit members. The total amount of the relocation expense funding pool will not exceed \$80,000.

### **Section 1. Reimbursement Qualifications:**

A. Bargaining unit members hired with a residence greater than or equal to 220 miles (from the College of Southern Nevada) but less than 500 miles will be reimbursed up to two thousand dollars (\$2,000) for relocation expenses contingent on availability of funding; in accordance with Internal Revenue Service (IRS) regulations, this amount may be considered a taxable benefit and subject to appropriate taxes.

B. Bargaining unit faculty members hired with a residence equal to or greater than 500 miles (from the College of Southern Nevada) will be reimbursed up to three thousand dollars (\$3,000) for relocation expenses contingent on availability of funding; in accordance with Internal Revenue Service (IRS) regulations, this amount may be considered a taxable benefit and subject to appropriate taxes.

C. Bargaining unit faculty members hired with a residence less than 220 miles will not be eligible for relocation expenses.

D. Distance calculation will be made by driving distance given by GoogleMaps from the new hire's residence to the College of Southern Nevada, West Charleston campus. Standard vehicle mileage reimbursement rates are calculated using the GSA.gov website.

### **Section 2. Funding Pool Allocation:**

A. All information pertaining to Relocation must be included in all job postings and offer letters from Human Resources.

B. By no later than December 1 of every academic year, Department Chairs in collaboration with their affected Deans will determine the number of faculty recruitments for a respective school. Funding dollars will then be allocated by percentage based on the number of faculty recruitments.

C. Should there be funding dollars available in the subsequent spring semester of the same academic year, any remaining funds for relocation expenses will be reimbursed as prescribed in sections A and B above, until all dollars are exhausted, through the end of that same fiscal year.

D. For a faculty member to be eligible for reimbursement for relocation expenses, all required documentation must be provided to Human Resources within 21 calendar days of the faculty member's first contract date. Appropriate documentation and final departmental approval must be provided to the travel office, and reimbursement will be made within 30 days of receipt.

E. Upon exhausting available funds, no further relocation reimbursement will be authorized for the year.

F. Any relocation money from the annual funding not authorized or not reimbursed is carried over to the next year and added to the funding pool.

A report of the remaining funds in the location account as well as a list of all new hires eligible for moving expenses will be furnished to CSN-NFA at the end of each semester upon request from CSN-NFA.

In FY25, a committee will be formed to review data and usage of the relocation pool and make recommendations to CSN-NFA and Administration to consider renegotiation. CSN-NFA will call the committee in fall 2024 consisting of two administrators nominated by the VPAA and two members appointed by CSN-NFA.

## **Article 11 - Temporary Full-Time Hires**

**Section 1.** Faculty on temporary hire appointments serving full-time are eligible to participate in service work. Department Chairs should work with full-time temporary hires to identify department and college service opportunities.

**Section 2.** A bargaining unit member meeting all of the following criteria:

- A. was on a temporary hire appointment;
- B. taught at least thirty (30) IUs in a one-year continuous period (consecutive fall and spring semesters) while on the temporary hire appointment; and
- C. within two (2) academic years of the temporary hire appointment was subsequently hired into a tenure-track position

Temporary Full-Time hires will have the temporary appointment time counted toward total years of service to the college for purposes of salary equity studies and seniority priority, up to a maximum of one year.

**Section 3.** A bargaining unit member meeting some but not all of the criteria in Section 2, may request to have temporary appointment time counted toward tenure via a written application to his/her Department Chair within six months of hire in the tenure-track position. The Department Chair will review and make a recommendation to the appropriate Dean who must make a written decision within thirty (30) calendar days.

**Section 4.** A Range O Hire previously hired on a Temporary Full-Time Hire, “meeting criteria A, B, and C of Section 2 may apply” the time worked to advancing a tenure conversion and total years of service to the college for the purposes of salary equity studies and seniority priority per Article 14 of this Agreement, up to a maximum of one year.

## **Article 12 - Academic Leadership Roles**

This article includes a description of the responsibilities and the compensation structure for the academic leadership roles that may exist within an academic department. These roles include Department Chair, Assistant Department Chair, Program Director and Lead Faculty. Faculty will be contracted for only one Academic Leadership position at a time. Exceptions for extenuating circumstances must be approved by the Vice President of Academic Affairs prior to offering a contract consisting of multiple Academic Leadership positions at a time.

The Academic Leadership Role, assigned bargaining unit member, and the final allocation of release time will be published and kept updated online on the Faculty Infobook website and on a page linked from the Vice President of Academic Affairs webpage. Academic Leadership Role job descriptions will be published and kept updated on the Faculty Infobook website and linked from the Vice President of Academic Affairs webpage.

Bargaining unit members on annual contract positions including Department Chairs, Assistant Department Chairs, Program Directors, and Lead Faculty may be removed from the position:

A. By the Vice President of Academic Affairs, on the recommendation of the unit member's Dean.

B. If a bargaining unit member is relieved of the administrative duties of their Academic Leadership role, the faculty member shall continue as a member of the faculty, with all rights and privileges of the faculty. If a bargaining unit member is relieved from the role and assigned a new teaching load, the assignment must be a course in which the faculty member has previously taught. If the aforementioned teaching load is unavailable, the Dean, upon approval of the Vice President of Academic Affairs, will assign the faculty member other duties to fulfill workload obligations. Major responsibilities are representative of the primary duties assumed and carried out by the Department Chair, Assistant Department Chair, Program Director and Lead Faculty in adherence with Article 24: Work Out of Title, of the approved NFA Collective Bargaining Agreement.

### **I. Department Chairs**

#### **Section 1. Department Chair Summary**

The Department Chair position manages and facilitates daily administrative operations of the academic department which it oversees. Responsible for day-to-day functions, the Chair works with key internal and external stakeholders (including faculty, staff, and students) to align departmental academic functions in carrying out CSN's strategic plan, mission, vision, and goals.

Department Chairs are members of the bargaining unit. The Department Chair primarily serves as the direct supervisor of the faculty in the department and as the central leader for all operations of the academic department. The Department Chair supports the work of faculty and staff in reaching the goals of the department and the institution. A faculty member serving as a Department Chair will maintain all rights and privileges as a member of the full-time faculty.

## Section 2. Major Responsibilities

- A. Oversees the day-to-day operations of the department.
- B. Provides supervision and evaluation of departmental faculty and staff, including the recommendation of teaching assignments in collaboration with the faculty member.
- C. In consultation with the full-time faculty in the department and the dean, determines the need for assistant chair, program director, and/or lead faculty positions within the department, per section II.
- D. Leads the consultative process in selecting assistant chairs, program directors, and/or lead faculty. The Department Chair is responsible for the supervision and guidance of these roles/positions.
- E. Facilitates departmental communication through conducting departmental meetings and using other mediums as necessary.
- F. Manages departmental budgets. Distributes budget information to Program Directors.
- G. Oversees course schedules in conjunction with departmental leadership with college-level guidance provided by the appropriate academic dean and the VPAA.
- H. In conjunction with the Dean, resolves student issues and makes recommendations as appropriate.
- I. Provides oversight and administration of CSN and NSHE policy for the department, in conjunction with the Dean.
- J. Oversees the hiring, supervision, and evaluation of part-time faculty within the department with the support of other academic leaders in the department as appropriate.
- K. Serves as the department representative to the College.
- L. Provides oversight and administration in matters of curriculum development and modification.
- M. Engages in recruitment and hiring processes for staff and full-time academic faculty.
- N. Conducts program reviews, while engaging in strategic planning and accreditation for the department.
- O. Oversees assessment activity associated with student learning outcomes.

P. Ensures professional development opportunities for faculty and staff within the department.

Q. Demonstrates a commitment to diversity, equity, and inclusion.

If sabbatical is granted and accepted, a faculty member serving in the Chair position must resign the Chair position for the duration of their elected term.

All job descriptions and responsibilities of a Department Chair position will be posted in accordance with the Reassigned Time article in this contract.

### **Section 3. Compensation**

Within 30 days of this CBA ratification, *current* Department Chairs may elect in writing to the dean and VPAA to stay within the current department chair compensation model (release time and stipend) for the duration of their current department chair term. However, the current stipend that is tied to the outcome of the annual evaluation has ended. Existing department chairs at the time of the ratification of this CBA who *do not* elect in writing within 30 days to the dean and VPAA to stay within the current department chair compensation model for the rest of their current term will automatically default to the compensation model noted here in Section 3 beginning on July 1, 2023, following the ratification of this contract.

Following the completion of their current term, all existing department chairs who run and are re-elected to a new term will be placed within the following compensation model as noted here in Section 3. All new chairs who are elected following the ratification of this new contract will be compensated based on the following model:

A. Contract Type

1. Department Chairs will work on an “A” Contract

a. A Contract: Department Chairs placed on a twelve (12) month A contract will be paid an additional 1.34 multiplier above the “B” contract as prescribed in NSHE Procedures and Guidelines. Department Chairs will have the option of teaching during the summer term on a separate, summer school teaching contract for up to 9 IU’s as prescribed in and superseding the CBA summer teaching article. “A” contracts require an annualized faculty workload of 38 instructional units (typically 15 IU’s in the fall, 15’s in the spring and 8 IU’s in the summer). Additionally, all department chairs will receive eight (8) instructional units of reassigned time during the summer term.

b. “A” contracts include the accrual of vacation days per NSHE Board of Regents Handbook, Title 4, Chapter 3, Section 20.

c. Department Chairs are expected to adhere to 35-hour weekly requirements but are able to maintain flexibility to develop their schedules. Schedules may be discussed and approved by the direct supervisor.

B. Reassigned Time:

1. Each Department Chair will receive a minimum of six (6) instructional units of reassigned time in the fall semester and a minimum of six (6) instructional units of reassigned time in the spring semester. Additional reassigned time may be granted for Department Chair duties based on the complexity and size of the department in accordance with the variables noted below. Any additional reassigned time will be granted in multiples of three (3) instructional units per fall and spring semester up to a maximum of 12 instructional units for the fall and 12 instructional units for the spring. All Department Chairs are required to teach a minimum of 3 IUs per fall and spring semesters.

2. The data and formula used to calculate a Department Chair’s reassigned time will be provided by Institutional Research and/or the Finance Office, confirmed by the Office of the Vice President of Academic Affairs and the Dean, and shared with the Department Chair by the Dean in writing prior to the beginning of the academic year. Any changes to the Department Chair’s reassigned time will be shared by the Dean in writing, prior to the changes taking effect.

3. The appropriate level of reassigned time will be determined annually by a Department Chair point system as described below.

a. Variable 1: Number (as full-time equivalent) of full-time faculty and staff: the number of full-time faculty and staff supervised by the Department Chair in the department during the fall semester of the previous academic year. Includes number of academic faculty, administrative faculty and classified staff under the Chair in the department, and excludes the Chair.

FT faculty & staff	1- 10	11-20	21-30	31-40	41-50	51-60	61-70	71-80
POINTS	1	2	3	4	5	6	7	8

\*Table continues in standard increments for departments with additional FT faculty & staff.

b. Variable 2: Number (as full-time equivalent) of Part time faculty and staff supervised by the Department Chair: the number of part time faculty and staff serving in a department during the fall semester of the previous academic year.

PT faculty & staff	1-14	15-29	30-44	45-59	60-74
POINTS	1	2	3	4	5

\*Table continues in standard increments for departments with additional PT faculty & staff.



c. Variable 3: Total number of student credit hours: the total number of student credit hours (SCH) taught by the department in the prior academic year.

SCH	1 - 12,000	12,001 - 17,000	17,001 - 22,000	22,001 - 27,000	27,001 - 32,000
POINTS	1	2	3	4	5

\*Table continues in standard increments for departments with additional SCH.

d. Variable 4: Financial/Budget Management: Amount of money in budgeted operating lines (annually) in accounts (e.g., state accounts, lab fees/special course fees accounts, differential fee accounts, gift accounts, etc.) that are managed by the department chair in the prior academic year.

Amount in Budgeted Accounts	\$1,000-\$25,000	\$25,501-\$50,000	\$50,001 - \$75,000	\$75,001 - \$100,000	\$100,001+
POINTS	1	2	3	4	5

\*Table continues in standard increments for departments with additional amounts in Budgeted Accounts.

e. Variable 5: Total number of active skills certificates, certificates of achievement, and degrees offered within the department.

Total Number of Skills Certificates, Certificates of Achievement and Degrees	1-5	6-10	11-15	16-20	21-25
POINTS	1	2	3	4	5

\*Table continues in standard increments for departments with additional amounts of Skills Certificates, Certificates of Achievement and Degrees.

f. Variable 6: Additional Department Leadership Support: the number of assistant department chairs, program directors, course or lab coordinators, and lead faculty who serve in compensated positions (e.g., reassigned time, stipends, etc.) and support the operations of the given department within the given academic year. Note, points earned through variables 1-5 above will be added up and then points will be deducted from that total based on the outcome of variable 6.

Number of Dept. Leadership Support Positions	1-3	4-6	7-9	10-12	13+
POINTS	-1	-2	-3	-4	-5

4. Reassigned Time Calculations for Annual Release

POINTS	Reassigned Time Per Semester (not including Summer)
1 - 8	6 IU's
9 - 14	9 IU's
15+	12 IU's

**Section 4. Chair Vacancy Provision**

A. If no eligible member of the department wishes to serve as Department Chair or a vacancy occurs off contract or too close to the end of the faculty contract to conduct an election, the Dean shall appoint, with approval of the Vice President of Academic Affairs, an interim Department Chair, who will serve until a new Department Chair is elected. The Dean and Vice President of Academic Affairs must select a faculty member from (in order of preference) i) the same department, ii) another department within the division, or iii) if neither i nor ii are available, full-time teaching faculty college-wide.

**Section 5. Voting Rights**

A. Academic faculty members have voting rights in one department as indicated by their current contracts and must have at least fifty percent of their teaching load assigned to that department.

B. Administrative faculty members assigned with at least 50% of their responsibilities to an academic department shall have voting rights in that department.

C. If a faculty member is split between two different departments, he/she will choose one department as their "home" department for the purpose of participating in a department chair election. Voting rights may be re-established every election cycle. An individual cannot vote in more than one department within a three-year period.

D. Administrators, including but not limited to Deans, Associate Deans, and Vice Presidents, shall not have voting rights in Department Chair elections.

E. As long as the candidates' names have been submitted timely, the President's power to disqualify a candidate shall only be exercised prior to the department candidates meeting. If the President disqualifies a candidate, s/he will provide an explanation to the disqualified candidate, CSN-NFA, and notify the department of any ineligible candidates in advance of the election, and provide sufficient time and notice for other candidates to run. The President must affirm or reject the outcome of the election. If a candidate is not affirmed, it must be due to circumstances arising after the nomination period.

F. Upon the Faculty Senate Chair's receipt of a nomination for the position of Department Chair, the Faculty Senate Chair shall inform the faculty in the subject department of the candidate wishing consideration within two business days.

G. Human Resources will provide a list of eligible voting members in the department to the Faculty Senate Chair, the Dean, or appropriate designees. The Deans or designee will confirm the accuracy of the list. The list will include the following information for department members eligible to vote: first and last names, and CSN email addresses.

## **Section 6. Accountability**

A. The Department Chair is accountable to the appropriate Dean and Vice President of Academic Affairs for all of the responsibilities outlined in Section 2.

B. Department Chairs are evaluated by the same criteria as used for other faculty for their teaching responsibilities.

### **C. Evaluation as Department Chair**

1. Prior to April 15 of each year, the appropriate Dean will invite all full-time and part-time faculty members and staff to comment on the performance of the Department Chair during the present academic year. These comments will be submitted electronically and gathered by the Dean. The Dean will summarize the feedback received and will include the summary in the annual department chair evaluation. The Department Chair will be evaluated by the Dean annually, based upon the performance of the duties as outlined in the Department Chair position description.

2. If a Department Chair receives an unsatisfactory evaluation for the Department Chair duties, the Dean with the Department Chair will develop a remediation plan with stated outcomes. Failure to improve pursuant to the remediation plan or a subsequent unsatisfactory evaluation may lead to removal as Department Chair by the Dean with concurrence of the Vice President of Academic Affairs. Unsatisfactory Department Chair evaluations may be appealed to the Vice President within 30 calendar days. In the event a Department Chair is removed they are ineligible to run for department chair in the future for a minimum of three years.

3. Within 30 working days of ratification, a taskforce will be formed to create standardized Department Chair performance assessment rubric and rating systems, based on the job descriptions, utilizing satisfactory and unsatisfactory ratings. The taskforce will include one administrator, appointed by the VPAA, and one faculty, appointed by CSN-NFA, and one Department Chair, appointed by Chair of the Council of Chairs. Committee recommendations will be provided to the Office of the VPAA and CSN-NFA, in consultation with Human Resources, for final review and approval. The Department Chair rubric and rating system will take effect beginning July 1, 2023.

## Section 7. Training

Department Chairs will receive training to develop competencies in all areas of responsibility related to this position. The Dean and Vice President are responsible for ensuring Department Chair training. Department Chairs will meet with CSN-NFA every fall semester at the Council of Chair's meeting, to be updated on CSN-NFA contract information as it relates to the Department Chair's responsibilities.

## II. Determining Allocation of Other Academic Leadership Roles Within a Department

In addition to having Department Chairs, academic departments may be allocated one or more of the following additional academic leadership roles: Assistant Chair, Program Director, and/or Lead Faculty based upon the provisions noted below.

### Section 1: Allocation of an Assistant Department Chair to an Academic Department

In order for a department to be considered for an Assistant Chair role, four variables will be evaluated annually to determine the department's size and complexity. A department must meet a minimum of three of the four following variables in order for there to be one assistant department chair role within the department:

- # of Full-Time Faculty in Department
- Total # of Degrees & Certificates offered within the Department
- # of Annualized Class Sections Offered by the Department
- # of Annualized Unduplicated Student Headcount Enrolled in Classes in the Department

Total # of FT Faculty	Total # of Degrees & Certificates Offered	Total # of Annualized Class Sections	Total Annualized # of Unduplicated Student Headcount Enrolled in Classes
40+	5+	500+	10,000

Each March, the above data will be provided by the CSN Office of Institutional Research to the VPAA. Those departments who meet at least three of the four variable thresholds above will be notified by the VPAA on or before May 1st of each year and the allocation of an Assistant Department Chair will go into effect July 1<sup>st</sup> for the following year.

### Section 2. Allocation of Program Director(s) to an Academic Department

The role of Program Director may be assigned to academic departments that offer Career and Technical Education (CTE) certificates and/or degrees. For the purpose of this section, CTE programs are defined in accordance with federal law as noted by the National Center for Educational Statistics (NCES). The NCES defines career and technical education (CTE) programs to be programs

at the postsecondary sub baccalaureate level that focus on the skills and knowledge required for specific jobs or fields of work.

By May 1<sup>st</sup> of each year, based on the attributes noted below, a department chair will request in writing to the dean a Program Director role allocation for one or more CTE programs (based on the definition above) within the department. Based on the request, the dean may approve and allocate a Program Director role to an academic department for the upcoming year as long as the CTE program area currently has at least three of the following four attributes:

- Program specific *specialized* accreditation that must be maintained
- Special equipment for instruction within the Program that must be maintained
- Courses within the Program has special course/lab fees budget(s) that must be managed
- Program offers CTE early college/dual enrollment courses within it that must be overseen

The dean must provide a determination to the Department Chair on or before May 31<sup>st</sup> of each year. Any allocations of the Program Director role will go into effect July 1<sup>st</sup> for the following academic year.

**Section 3. Allocation of Lead Faculty to an Academic Department**

The role of Lead Faculty may be assigned to academic departments that have disciplines that are not in the areas of Career and Technical Education. By May 1<sup>st</sup> of each year, a department chair may solicit the dean with a request for a Lead Faculty role allocation for one or more disciplines within the department. Based on the request, the dean may approve and allocate a Lead Faculty role to an academic department for the upcoming year as long as the non-CTE program area has met at least three of the following four attributes:

Total # of Unique PT Faculty Teaching within the Discipline (in fall and spring)	Total # of Degrees & Certificates Offered within the Discipline	Total # of Annualized Class Sections within the Discipline	Total Annualized # of Unduplicated Student Headcount Enrolled in Classes within the Discipline
25+	3+	100+	2,000

In March of each year, the Department Chair may make a request for the above data to the CSN Office of Institutional Research. Those departments who meet at least three of the four variable thresholds above may solicit the dean with a request for a Lead Faculty role. The dean must provide a determination to the Department Chair on or before May 31<sup>st</sup> of each year. Any allocations of the Lead Faculty role will go into effect July 1<sup>st</sup> for the following academic year.

### **III. Assistant Department Chairs**

#### **Section 1. Job Description**

It is the responsibility of the Dean to provide the approved descriptions of the responsibilities that accompany Assistant Department Chair reassigned time, and to ensure faculty who accept Assistant Department Chair reassigned time are aware of these responsibilities. The responsibilities and expectations must be provided in writing to the faculty member as Assistant Department Chair status is being assigned and accepted.

The Assistant Department Chair position provides administrative support to the Department Chair, coordinating curricular activities and providing programmatic support. The Assistant Chair also plays a support role to Program Directors and Lead Faculty as required.

#### **Section 2. Major Responsibilities**

A. Provides support to the Chair as needed in oversight of the day-to-day operations of the department.

B. Serves as a proxy for the Chair in departmental meetings and in representing the department as needed.

C. May supervise staff and part time faculty in the respective department.

D. May represent the Department in both external and internal meetings, with a wide variety of constituencies.

E. Works closely with the Chair and Dean in developing and administering the departmental Unit Plan and departmental strategic and operational planning.

F. Completes departmental projects as directed by the Department Chair.

G. In conjunction with the Department Chair, provides oversight and support of departmental programs, programming, events and activities.

H. Assists faculty with curriculum development and review.

I. Demonstrates a commitment to diversity, equity, and inclusion.

#### **Section 3. Compensation**

Compensation for Assistant Department Chair will be determined as follows:

A. Each Assistant Department Chair will receive a minimum of three (3) instructional units of re-assigned time or an equivalent *course release* of instructional units (whichever is greater) in instructor's field of study per academic semester (Fall and Spring).

B. Additionally, Assistant Department Chairs will be assigned to work on a “B+” contract. Annually, the 21 B+ days will be requested by the Assistant Department Chair, recommended by the Department Chair and Dean and approved by the Vice President of Academic Affairs before the finalization of the annual B+ Contract. The B+ days must occur during days that are not part of the regular B contract days and (as applicable) should be on days that the Department Chair is on approved annual leave so the Assistant Chair can serve as a proxy for the Department Chair during these times.

C. The Vice President of Academic Affairs may approve more reassigned time to meet program needs at the request of the respective Dean based on the following:

1. Ratio of one credit of reassigned time to 30 hours
2. The total of credits to be reassigned will be dependent upon the work to be done as determined by the Department Chair, recommended by the Dean, and/or approved by the Vice President and will be included in the announcement of the vacancy.

#### **IV. Program Director**

##### **Section 1. Job Description**

A. It is the responsibility of the Dean to provide the approved descriptions of the responsibilities that accompany Program Director reassigned time, and to ensure faculty who accept Program Director reassigned time are aware of these responsibilities. The responsibilities and expectations must be provided in writing to the faculty member as Program Director status is being assigned and accepted.

B. The Program Director role is a subject matter expert (SME) that is responsible for the day-to-day coordination functions of the program, while assisting the Department Chair and Dean in the program activities, events, and operations. The Program Director assists with the development of the course schedule for the program, including classes and labs. The Program Director plays an active role in faculty and staff recruitment, and training. This position works with students, other faculty, other program directors, the school Dean, classified staff, professional staff, college Vice-Presidents, college President, and community stakeholders/leaders.

##### **Section 2: Major Responsibilities**

A. Assist the department chair in managing the day-to-day operational aspect of the program.

B. Analyze programmatic needs and ensures program alignment with industry standards and accreditation standards, meeting all standards as outlined by accrediting bodies.

C. Recruit, screen, and recommend the hiring of part-time faculty to the Department Chair. Supervises and evaluates part-time faculty and student workers as needed and as delegated by the Department Chair.

D. Assists the Chair with day-to-day supervision of part time faculty.

E. Provides program budgetary oversight but might not be the account manager. (Lab fees and other program budgets are provided to the Program Director every semester by the Department Chair).

F. Provides support to the Department Chair in day-to-day activities, addressing program/department specific matters and concerns, procurement, and representing the Chair in meetings as necessary.

G. Actively supports faculty development for both full and part-time personnel, monitoring communication protocols, while maintaining and reviewing part time faculty credentials.

H. Actively participates in curriculum development and review, while reviewing and adopting textbooks.

I. Serves as liaison between students and the program/department to address student concerns and guides students on programmatic requirements. Serves as student advisor for the affected program.

J. Leads the daily operational aspects of the program and its facilities and equipment.

K. Meet with internal and external constituents, representing the department/program to key stakeholders and advisory boards.

L. Participates in grant development and writing as required.

M. Assists Department Chair in monitoring effectiveness of curriculum and facilities of the program/department while assisting the department in unit planning, strategic planning, and accreditation efforts.

N. In conjunction with the Department Chair provides support for post-semester activities, including ongoing student recruitment.

O. Develop program protocols and procedures for safety of students within program courses and labs. Monitor all aspects of safety.

P. Demonstrates a commitment to diversity, equity, and inclusion.



### **Section 3. Compensation**

Compensation for Program Directors will be determined as follows:

A. Each Program Director will receive a minimum of three (3) instructional units of reassigned time or an equivalent *course release* of instructional units (whichever is greater) in instructor's field of study per academic semester (Fall and Spring). The Vice President of Academic Affairs may approve more reassigned time to meet program needs at the request of the respective Dean.

B. Additionally, Program Directors will be assigned to work on a "B+" contract. Annually, the 21 B+ days will be requested by the Program Director, recommended by the Department Chair and Dean and approved by the Vice President of Academic Affairs before the finalization of the annual B+ Contract.

C. The Vice President of Academic Affairs may approve more reassigned time to meet program needs at the request of the respective Dean. Additional reassigned time for Program Directors will be determined as follows:

1. Ratio of one credit of reassigned time to 30 hours during a semester.
2. The total of credits to be reassigned will be dependent upon the work to be done as determined by the Department Chair, recommended by the Dean, and/or approved by the Vice President and will be included in the announcement of the vacancy.

## **V. Lead Faculty**

### **Section 1. Job Description**

A. It is the responsibility of the Dean to maintain descriptions of the responsibilities that accompany Lead Faculty reassigned time, and to ensure faculty who accept Lead Faculty reassigned time are aware of these responsibilities. The responsibilities and expectations must be provided in writing to the faculty member as Lead Faculty status is being assigned and accepted.

B. All Lead Faculty will be provided with a written description of responsibilities and compensation as described in this article.

C. The Lead Faculty role provides administrative support to the Department Chair in carrying out day-to-day activities of the program, including but not limited to, course scheduling and assignment, supervision of staff and/or part time faculty, curriculum consistency, resolution of student issues, mentoring faculty, and recommending part time faculty for hire.

### **Section 2. Major Responsibilities\***

A. Analyze programmatic workforce planning needs and make appropriate recommendations to the Department Chair.

- B. Recruit, screen, and recommend the hiring of part-time faculty to the Department Chair.
- C. Supervises part time faculty as delegated by the Department Chair.
- D. Serves as subject matter expert in pedagogical and andragogical methodologies, appraising and evaluating overall instructional effectiveness in all teaching/learning modalities.
- E. Provides support to the Department Chair in day-to-day activities, addressing program/department specific matters and concerns, and representing the Chair in meetings as necessary.
- F. Actively supports faculty development for both full and part-time personnel, while assisting the Assistant Department Chair, and/or Department Chair in addressing faculty concerns.
- G. Actively participates in curriculum development and review, while reviewing and adopting textbooks.
- H. Serves as liaison between students and the program/department to address student concerns and guide students on programmatic requirements.
- J. Engages in grant writing and development as necessary.
- K. Meet with internal and external constituents, representing the department/program to key stakeholders.
- L. Assists Department Chair in monitoring effectiveness of curriculum and facilities of the program/department while assisting the department in unit planning, strategic planning, and accreditation efforts.
- M. Plays a primary role in helping to develop the course schedule for courses overseen, as appropriate.
- N. Provides support for post-semester activities.
- O. Demonstrate a commitment to diversity, equity, and inclusion.
- P. May provide coordination of a specified course or courses.

### **Section 3. Compensation**

Compensation for Lead Faculty will be determined as follows:

- A. Each Lead Faculty will receive a minimum of three (3) instructional units of re-assigned time or an equivalent *course release* of instructional units (whichever is greater) in instructor's field of study per academic semester (Fall and Spring).

B. Generally, Lead Faculty will be assigned to work on a “B” contract. However, the Department Chair and Lead Faculty member may make a request to the dean by May 1<sup>st</sup> of each year for the Lead Faculty to be assigned to a “B+” contract for the following year. The dean will make a recommendation to the VPAA by May 31<sup>st</sup> of each year. If approved for a B+ contract, the 21 B+ days will be requested by the Lead Faculty member, recommended by the Department Chair and Dean and approved by the Vice President of Academic Affairs before the finalization of the annual B+ Contract.

C. The Vice President of Academic Affairs may approve more reassigned time to meet program needs at the request of the respective Dean. Additional reassigned time for Lead Faculty will be determined as follows:

- +Ratio of one credit of reassigned time to 30 hours during a semester.
- The total instructional units to be reassigned will be dependent upon the work to be done as determined by the Department Chair, recommended by the Dean, and approved by the Vice President and will be included in the announcement of the vacancy.

# **Article 13 - Reassigned Time (Instructional Faculty)**

## **Section 1. Purpose and Scope**

This Article covers reassigned time for positions outside of those approved to support Department operations and otherwise addressed in this Contract and/or CSN policy, such as: Department Chair, Assistant Department Chair, Program Director, and Lead Faculty and any other instructional activities in Section II.C (Instructional Activities) of the CSN Faculty Workload Policy.

These positions covered herein may include, but are not limited to Faculty Senate, Clinical Coordinator, Course Coordinator, Assessment Coordinator, Shop Supervisor, Reading Specialist, Publication Editor, Producer of Main Assessment Event, Production Manager, Supervisor of community service facilities (e.g., planetarium, theater, child development lab, art gallery, dental hygiene lab, fabrication lab, etc.)

## **Section 2. Appointment**

Assignments for reassigned time hereunder, are recommended to the Vice President of Academic Affairs by the Dean and/or Director. When the Vice President of Academic Affairs has approved a need for reassigned time, a description of the role's responsibilities will be created by the recommending party and approved by the respective Dean, including specific start and end dates and average hours per week required of the reassigned time. This information shall be disseminated to all eligible departmental faculty via email. The reassigned time role description distributed shall specify whom interested faculty should notify. In order to provide that members of the faculty to learn of projects or assignments, such descriptions shall be announced a minimum of ten (10) working days (as determined by the academic calendar for B contracts) prior to the appointment decision.

The requesting Dept Chair/Asst Dept Chair/Program Director/Faculty Lead/Director shall make an appointment recommendation to the appropriate administrator, Dean level or above, after conducting a formal interview process. The appropriate Dean and/or Director, shall make a decision and inform all applicants. The decision cannot be appealed by an applicant. The reassigned time role description will be published and kept updated online on the Faculty Infobook website and on a page linked from the Vice President of Academic Affairs webpage.

## **Section 3. Accountability**

The faculty member with reassigned time is accountable to the appropriate Dean, Department Chair, Assistant Department Chair, Program Director, and/or Lead Faculty for all the responsibilities agreed upon in writing at the time of appointment.

All faculty members with reassigned time will account for the duties performed in a letter report addendum to their Annual Evaluation.

## **Section 4. Disputes, Vacancies, and Removal**

A faculty member may be removed from his or her reassigned time role:

- A. At the pleasure of the Vice President of Academic Affairs.

B. If the change occurs during a semester and a full teaching load is unavailable, the Dean upon approval of the Vice President of Academic Affairs, will assign the faculty member other duties.

C. If a faculty member's reassigned time role becomes vacant due to prolonged leave, illness, death, resignation, or other circumstances, the Dean may disseminate to all eligible departmental faculty via email a description of the role and responsibilities. Descriptions of these roles shall be posted for a minimum of ten (10) working days prior to any decision to hire (see Section 2).

## **Section 5. Compensation**

Faculty members accept reassigned times for the entire academic year; shorter time periods will be prorated. More than one category of reassigned time may apply to a faculty member simultaneously provided that no conflict of commitment arises.

Faculty members may choose to accept reassigned time in excess of their base workloads during a contract period provided that no conflict of commitment arises, which will be deemed to be an overload and are compensated as outlined below:

Reassigned Time IU compensation calculations are determined as outlined below:

[{Average work hours per week) / (35 hours)] \* 15 IUs=IUs for non-IU based activities. The IU dollar amount as determined by Human Resources will be compensated in equal installments for the length of the re-assigned time.

This article supersedes CSN Faculty Workload Policy as to all subjects and matters contained herein.

## **Article 14 - Rank O Faculty (Market Hires)**

**Section 1.** The provisions of this article are applicable to Rank O Faculty bargaining unit members. Full time permanent new faculty hires considered for Rank O positions must be given the choice between Rank O and Tenure Track at the time of offer by human resources.

CSN-NFA and CSN Administration agree to form a task force commencing in year 1 of the approved agreement to explore recruitment and hiring of high demand fields. This task force will make recommendations for how high demand fields are identified and for initial salary placement practices within 120 calendar days. The task force agrees to utilize a minimum of four (4) data points to guide their compensation work: the U.S. Bureau of Labor Statistics, CUPA salary data, WorldatWork, and The Chronicle of Higher Education salary data.

CSN administration will call the committee in the Spring 2023 academic semester, which will consist of two administrators nominated by the VPAA and two members appointed by CSN-NFA. No later than May 1, 2023, the CSN President will review the task force recommendations and decide to approve or not approve the recommendations. This decision shall be in writing either way and, if not approved, provide a reason for denial within 20 business days to the task force and CSN NFA.

**Section 2.** Rank O Faculty years of service as a permanent employee shall be counted for purposes of sabbatical eligibility.

**Section 3.** Rank O Faculty shall be afforded all rights and responsibilities for professional development including but not limited to faculty travel processes, grant funded professional development, and/or grants in aid.

**Section 4.** Rank O Faculty years of service shall be counted for purposes of department seniority.

**Section 5.** Market Hire Faculty shall be eligible for potential pay increases including but not limited to cost-of-living, performance pay, and equity and compression study pay increases.

## **Article 15 - MFA as Terminal Degree for CSN Salary Schedule Placement**

The Master of Fine Arts (MFA) will be considered a Grade 5 terminal degree equivalent and shall be stated as a Grade 5 credential in job advertisements. Transcript evaluation will be conducted by the appropriate School Dean in conjunction with the Vice President of Academic Affairs, with final confirmation being sent to Human Resources by Academic Affairs to be housed in the faculty member's official personnel file. The degree must be conferred from a regionally accredited institution.

## **Article 16 - Counselors**

**Section 1.** NSHE’s definition of community college academic faculty including counselors is included in Title 2, Chapter 1, Section 1.1(a)(2). The NSHE Handbook ‘Standards for Defining the Professional Staff’ pertaining to community college counselors is found in Title 4, Chapter 3, Section 2.1(c)(2).

**Section 2.** Counselors shall be organized under a department structure reporting to a Department Chair. The Department Chair of Counseling shall be elected following the Department Chair election procedure. The Department Chair of Counseling shall be compensated with an “A” contract, calculated as a 1.34 multiplier above the “B” contract as prescribed in NSHE Procedures and Guidelines. The Department of Counseling shall have up to three Counselor Leads who all report directly to the Department Chair. One Lead will be assigned to the Charleston Campus, one Lead will be assigned to the North Las Vegas Campus, and one Lead will be assigned to the Henderson campus.

A Counselor Lead is a current CSN Counselor who takes on additional administrative duties in addition to those of a full-time, full-year (“A” contract) Counselor. Specific duties are defined in the Counselor Lead job duties document created by the Department Chair of Counseling in collaboration with Human Resources. The job duties document will be maintained in Human Resources and reviewed by the Subject Matter Experts and the Department Chair of Counseling every two years to ensure accuracy. Counselor Leads will receive a list of job duties prior to assuming the Counselor Lead role. Counselor Leads may be responsible for serving a specific campus, unit, and/or project. Any tenured or tenure-track academic counselor is eligible to apply for a Counselor Lead role. Counselor Leads will be selected by the Department Chair and affirmed by the appropriate Vice President on an annual basis and may be removed from the role at any time as recommended by the Department Chair and approved by the appropriate Vice President. A Counselor Lead will be on an “A” contract while serving as a Counselor Lead. Counselors serving in the Counselor Lead role shall be compensated with a stipend equivalent to 8 IUs annualized paid in twelve monthly installments.

**Section 3.** Counselors will be hired on an A contract.

**Section 4.** A Counselor may be offered or may request in writing to work on a different contract type from the one in which the Counselor was initially hired (or currently under), from A contract to B, or B+. Such requests are recommended by the Department Chair and approved by the respective Vice President (or applicable chain of command). A Counselor, however, may not be compelled to work on a different contract type from the one in which the Counselor was under (at the execution of the Collective Bargaining Agreement) and may not be subject to prejudice if he/she refuses a change in contract type. If moved to a new contract, the Counselor may request in writing to return to the contract type on which he/she was initially hired, upon recommendation by the Department Chair and approval by the respective Vice President (or applicable chain of command).

**Section 5.** Creation, abolition or substantial alteration in the organization of the Counseling Department within the institution shall be approved by the President only after prior consultation with the senate, CSN-NFA and the faculty of the Counseling Department of the System institution involved.



## **Article 17 - Librarians**

**Section 1.** NSHE's definition of community college academic faculty including instructional faculty, counselors and library faculty is included in Title 2, Chapter 1, Section 1.1(a)(2). The NSHE Handbook 'Standards for Defining the Professional Staff' pertaining to community college librarians is found in Title 4, Chapter 3, Section 2.1.c.3.

**Section 2.** A Lead Librarian is a current CSN faculty librarian who takes on additional personnel and administrative duties in addition to those of a full-time, full-year ("A" contract) faculty librarian. The specific duties are defined in the Lead Librarian job duties document created by the Director of Libraries in collaboration with Human Resources. The document will be maintained in Human Resources and will be reviewed by the Subject Matter Experts and the Director of Libraries every two years to ensure accuracy. The Lead Librarian will receive a list of job duties prior to assuming those duties. CSN Libraries shall have up to four Lead Librarians who all report to the CSN Director of Libraries. One Lead will be assigned to the Charleston Campus, one Lead will be assigned to the North Las Vegas Campus, one Lead will be assigned to the Henderson campus, and one Lead will be assigned to the Online Library. Any tenured or tenure-track librarian is eligible to apply for the Lead Librarian position. The Lead Librarian shall be chosen by the Director of the Libraries on an annual basis, with input from all librarians, and serve according to CSN Libraries Departmental procedures. Lead Librarians may be removed from the role at any time as recommended by the Director of Libraries and approved by the Vice President of Academic Affairs. Lead Librarians shall be compensated with a stipend equivalent to 8 IU's/annualized.

**Section 3.** Librarians will be hired on an A Contract.

**Section 4.** A librarian may be offered or may request to work on a different contract type from the one which the librarian was initially hired (or currently under) (e.g., a librarian hired on an A contract may request to work a B+ contract). Such requests are recommended by the Director of Libraries and Associate Vice President and approved by the Vice President of Academic Affairs (or applicable chain of command). A librarian, however, may not be compelled to work on a different contract type from the one on which the librarian was initially hired and may not be subject to prejudice if he/she refuses a change in contract type. If moved to a new contract, the librarian may return to the contract type on which he/she was initially hired, upon recommendation by the Director of Libraries and Associate Vice president and approval by the Vice President of Academic Affairs (or applicable chain of command).

## **Article 18 - Grievance**

### **Section 1. Definitions**

A. Grievant: A grievant shall be a member of the bargaining unit who, at the time of the alleged violation, has rights under a provision(s) of this Contract alleged to have been violated. A grievant shall also mean the CSN-NFA where it has rights under a provision(s) of this Contract alleged to have been violated. Nothing herein shall prevent CSN-NFA from filing a grievance, with the consent of and on behalf of a grievant who is a member of the bargaining unit.

B. Grievance: For purposes of this Agreement, a grievance is a procedure for resolution of disputes exclusively relating to interpretation or application of this collective bargaining agreement. Disputes outside the scope of this grievance process are exclusively subject to any institutional grievance procedures established pursuant to NSHE Code Section 5.7. Should there be disagreement between the grievant and responding party as to whether a grievance falls under the interpretation or application of this collective bargaining agreement, an informal conversation will be held between the CSN-NFA President and Chief Human Resources Officer. If agreement cannot be reached between these two parties as to the proper grievance avenue, the use of an agreed upon outside mediator may be employed. Cost of mediation will be shared equally between CSN-NFA and CSN administration.

C. 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.

### **Section 2. Time for Filing Grievance**

If an individual wishes to file a grievance, the grievance must be filed with the CSN Human Resources Office on forms to be provided by the CSN Human Resources office, or CSN-NFA website. Forms are subject to change only where there is mutual agreement by the CSN-NFA and CSN Human Resources. Forms are to be filed within:

A. Twenty [20] working days following the act or omission giving rise to the grievance; or

B. Twenty [20] 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.

### **Section 3. Content of Initial Filing**

The initial filing shall contain the grievant's:

- Name
- Office address or email 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
- Remedy sought

### **Section 4. Grievance Process**

Disagreement disputes relating to interpretation or application of this collective bargaining agreement should be resolved in a timely manner and as close to the perceived problem as possible. A faculty member who seeks to grieve any of these issues shall proceed as follows:

The grievant has the opportunity to present one witness in one meeting after the initial informal grievance meeting is held. However, the grievant may present summative witness statements or the decision-maker may grant the request to include witnesses in subsequent meetings.

A. Initial Informal Meeting: The affected administrator (Chair, Dean, Director, vice president 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. (In the initial meeting, an Administrator higher than Dean or Director may not be needed.) The grievance begins at the lowest level/first level supervisor and moves upward through the supervisory chain should resolution not be reached at the informal meeting.

The Dean, or designee, shall respond with a decision in writing to the grievance in writing within ten (10) working days following the meeting. The Dean, or designee, shall transmit one copy of the decision document to the grievant and one copy to the CSN-NFA. The decision document shall provide reasons for the decision.

B. Appeal to 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 CSN Human Resources Office on forms to be provided by the CSN 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 offer to meet with the grievant within ten (10) working days following the filing of the appeal, and grievant and the Vice President, or designee, shall have the opportunity to discuss the circumstances surrounding the grievance. The meeting shall be informal in nature. The grievant may present summative witness statements at this meeting, or present a witness as described above in Section 4. The Vice President, or designee, shall issue a written decision to the President 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 CSN-NFA. The decision document shall provide reasons for the decision.

C. 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 that decision to the President by filing an appeal with the Office of the President on forms to be provided by the CSN 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 offer to meet with the grievant within twenty (20) working days following the receipt of the appeal. The meeting shall be informal in nature. The grievant and the President shall have the opportunity to discuss the circumstances surrounding the grievance and the appeal. The grievant may present summative witness statements at this meeting, or present a witness as described above in Section 4. If the grievant does not request a meeting, the grievant shall submit a brief statement (10 pages or less) explaining why the decision from the Vice Presidential appeal was in error. The President shall issue a decision in writing within twenty (20) working 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 CSN-NFA. The decision document shall provide reasons for the decision. The decision of the President shall be final and binding on the parties. This decision does not preclude mediation. Failure by the President or their designee (so long as the designee has not heard the grievance at a previous step) to issue a decision document within the time limits specified shall mean that the grievant may deem the grievance to be accepted. The CSN President shall order the remedy sought granted to the grievant.

### **Section 5. 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 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 postmark.

### **Section 6. Failure to Respond**

Failure at any step of this procedure by the responding party to issue a decision document within the time limits specified shall mean that the grievant may inform the Office of Human Resources of the failure to respond. Human Resources is responsible for automatically advancing the grievance to the next step upon the request of the grievant.

When a decision is issued, the failure at any step to appeal a denial within the time limits shall be deemed acceptance of the denial.

If there is a failure to issue a decision after a meeting or appeal, the meeting does not count as one of the two meetings of which a grievant is allowed to present witnesses, as described in Section 4 above.

### **Section 7. Representation**

Faculty members have the right to present to CSN a grievance that is outside the scope of interpreting

and applying this CBA established pursuant to NSHE Code Section 5.7 and to have such a grievance adjusted without intervention of the CSN-NFA. All documents used by the grievant in presenting the grievance shall be made available to CSN 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 confidentiality of documents will be resolved by CSN general counsel in collaboration with the CSN-NFA President.

Grievances brought under the CBA will be housed in the personnel file of the grievant as described in *NSHE Procedures & Guidelines Chapter 16: Records Retention & Disposition Schedule*.

### **Section 8. Consolidation of Grievances**

Two or more grievances involving the same act, omission, or alleged violation of contract may be consolidated. CSN-NFA shall have the right to file a grievance on behalf of members of the bargaining unit where it deems a provision of the contract has been violated.

### **Section 9. 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.

### **Section 10. Retaliation**

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

### **Section 11. Expenses**

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

### **Section 12. Other Grievance Procedures**

This procedure is the exclusive grievance procedure available to members of the bargaining unit for resolution of disputes relating to interpretation or application of this collective bargaining agreement.

## **Article 19 Alternative Dispute Resolution**

If a grievant is not satisfied with the President's decision, the CSN-NFA may request the matter proceed to mediation by filing a Mediation Request with the Office of Human Resources on forms to be provided by the CSN Human Resources Office within twenty (20) working days following issuance of the decision document from the President or designee.

The parties agree that mediation of any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to Federal Mediation and Conciliation Service (FMCS), or its successor, for mediation.

Either party may commence mediation by providing to FMCS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

The parties will cooperate with FMCS and with one another in selecting a mediator from the FMCS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

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

At no time prior to the conclusion of mediation shall a grievant initiate litigation related to this Agreement.

## **Article 20 - Financial Exigency**

**Section 1.** Under the circumstances described in NSHE Code Title 2, Chapter 5, Section 5.4.5(b) requiring consultation with the CSN Faculty Senate, the same opportunity for consultation shall be extended to CSN-NFA.

**Section 2.** Under the circumstances described in NSHE Code Title 2, Chapter 5, section 5.4.5(c) requiring the advice of the CSN Faculty Senate and forwarding such advice to the Board of Regents, the same opportunity for advice shall be requested from the CSN-NFA which advice shall also be forwarded to the Board of Regents.

**Section 3.** In the event a financial exigency is declared by the Board of Regents under the provisions of NSHE Code Title 2, Chapter 5, Section 5.4.5 affecting academic faculty members at CSN, the provisions shall be implemented consistent with the following:

A. Every effort shall be made to ensure that committee membership is representative of the various academic schools.

B. CSN-NFA shall be invited to nominate three academic faculty members and at least two shall be appointed to the committee. The CSN-NFA appointees shall be in addition to the President's and Faculty Senate's appointments.

C. Any committee plan submitted to the President shall also be submitted to CSN-NFA and the Faculty Senate.

D. In the event that the ad hoc financial exigency committee plan is not accepted by the President, the President shall submit a written explanation of the reason(s) for the rejection to the committee. The committee shall then have seven (7) calendar days to amend the plan if it so chooses.

**Section 4.** In the event the President establishes employment review committees under the provisions of NSHE Code Title 2, Chapter 5, Section 5, implementation shall be consistent with the following:

A. For each employment review committee, CSN-NFA shall be invited to nominate two academic faculty members and at least one shall be appointed to the committee. The CSN-NFA appointees shall be in addition to the President's and Faculty Senate's appointments.

## **Article 21 - Savings Clause**

**Section 1.** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

**Section 2.** No later than sixty (60) calendar days after a written request by either party to meet and confer, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.



## **Article 22 - Successorship**

### **Section 1. Duration**

This Agreement becomes effective upon ratification by both parties and shall remain effective from July 1, 2022 through June 30, 2025.

### **Section 2. Modifications**

This Agreement may be reopened for modifications by the mutual agreement of CSN- NFA and CSN Administration.

### **Section 3. Negotiation of a Successor Agreement**

Negotiation of a Successor Agreement to this Agreement shall commence in October of the preceding year of Agreement expiration upon receipt by one party of the other party's written notice of desire to begin negotiation.

If this Agreement expires before a Successor Agreement is ratified, this Agreement shall continue in effect until a Successor Agreement is ratified.

### **Section 4. Outsourcing by the Employer**

If any CSN academic faculty divisions, affecting employment of bargaining unit members is outsourced, during the life of this Agreement, NFA chapter leadership shall be consulted during the decision-making process as representing members of the bargaining unit impacted by the outsourcing, and it shall provide input on proposals and procedures to minimize the impact on CSN academic faculty.

## **Article 23 - Professional Enrichment Programs**

### **Section 1. Scope of this Article.**

This article addresses three categories of “Professional Enrichment” that enable bargaining unit members to advance their educational qualifications in pursuit of a higher salary grade, to fulfill workload requirements for maintaining currency in their academic disciplines and updating occupationally relevant skills vital to CSN’s educational mission, and to enrich their professional effectiveness through sustained engagement in planned projects of personal interest that also benefit CSN. CSN agrees to support bargaining unit members’ participation in Salary Advancement, Professional Development, and Sabbatical Leave by funding and/or administering these programs under the terms of this Article. This Article’s language shall not be construed as limiting or obstructing any new or additional opportunities for bargaining members’ professional enrichment which may be created during the time period covered by this Agreement.

### **Section 2. Salary Advancement through Additional Degrees or Coursework.**

NSHE's provisions for Professional Advancement are articulated in NSHE Code Title 4, Chapter 3, Section 38. This Agreement establishes the following additional stipulations:

A. Bargaining unit members will inform their department chair and dean of their intent to seek Professional Advancement. With these supervisors’ approval and before beginning a degree program or credit courses, bargaining unit members will make written application to the Faculty Senate’s standing Professional Advancement Committee (PAC). Nothing herein limits bargaining unit members from applying for and using Grant-in-Aid to pay for approved course work completed at any NSHE institution, in accordance with Title 4, Chapter 3, Sections 11 and 12. Bargaining unit members will provide official transcripts to verify academic degree and credit course completion.

B. Bargaining unit members seeking recognition of occupationally related course work will inform their department chair and dean prior to submission of their applications to the PAC within one year of course completion. Bargaining unit members must document attendance (contact hours) to verify completion of occupationally related courses. As provided in NSHE Procedures and Guidelines Manual Chapter 3, fifteen (15) contact hours shall be equivalent to one academic credit hour. From 60 calendar days after the ratification of this Agreement and on, bargaining unit members who have submitted occupationally related course contact hours, but who have not yet achieved advancement to a higher salary range, shall be provided upon request an accounting of total contact hours recorded to date, their academic credit hour equivalent, and the balance(s) needed to obtain future salary advancement. Incomplete or incorrect information shall be corrected, pending a bargaining member’s provision of evidence for contact hours completed and recognized by the PAC but not credited to his/her personnel record. Bargaining unit members pursuing occupationally related continuing education shall receive updated annual reports of their progress toward salary advancement.

C. Promptly after the ratification of this Agreement, the parties shall jointly request that the PAC expeditiously publish its criteria and procedures for evaluating bargaining unit members’

applications pursuant to subsections (a) and (b) of this **Section 2**, including making requests for reconsideration. Any changes to the application evaluation process shall not be valid unless published for at least 30 calendar days. Applications screened and approved by the PAC are forwarded to the VPAA for final approval or denial. Approvals for salary grade advancement are processed through the Human Resources department and salary grade advancement is implemented with the next fiscal year's employment contract unless an exception is approved by the CSN President.

D. The VPAA will provide a written reason for denying any application. The bargaining unit member may appeal the denial.

E. Accurate records for all bargaining unit members seeking salary advancement shall be maintained by Human Resources, in consultation with the PAC.

### **Section 3. Professional Development.**

Bargaining unit members exercise discretion in devising, scheduling, and completing individualized professional development that meets workload expectations and professional enrichment needs through participation in conferences, meetings, seminars, workshops, discipline-related groups and organizations, independent study and research, publishing and creative work, public speaking and community education, etc.

A. Bargaining unit members on "A" contracts shall have the cooperation of their supervisors to schedule time for professional development as set forth in the Workload Policy.

B. CSN shall budget funds comparable to the amounts budgeted in the years immediately prior to ratification of this Agreement to reimburse travel expenses incurred by bargaining unit members who complete professional development activities pre-approved by the Faculty Senate Travel Committee and the VPAA.

### **Section 4. Sabbatical Leave.**

NSHE's provisions regarding sabbatical leave are articulated in NSHE Code Title 4, Chapter 3, Section 14, and in CSN's "Sabbatical Leave" policy. This Agreement establishes the following additional stipulations:

A. In the event that sabbatical leave opportunities may be limited or cancelled, CSN shall advise NFA-CSN of that decision and rationale as soon as practicable.

B. In the event the VPAA's sabbatical approval recommendations to the CSN President deviate from a priority order set by the Faculty Senate's Sabbatical Leave Committee, the VPAA shall so inform that Committee's chairperson in advance.

C. In the event that a bargaining unit member's application for sabbatical leave is denied, a written rationale for the decision shall be provided at the bargaining unit member's request.

## **Article 24 - Work Out of Title**

Both parties to the CBA acknowledge that bargaining unit members are all salaried professional employees who are individually responsible for managing their work schedules and tasks consistent with their supervision their supervision, College position, this Agreement, and the NSHE Code and Handbook. Bargaining unit members may be occasionally required to perform duties as assigned, without being eligible for additional compensation.

Bargaining unit members may be asked to perform substantial tasks that are outside of their expected work hours or typical duties. In such instances, the supervisor will notify their employees of the task. In determining which bargaining unit members to assign, the supervisor shall consider the needs and the timeline of the College and the personal schedules of the bargaining unit members, including any volunteers. The bargaining unit members who perform the task shall be informed at the time of the request how they will be compensated for the task as determined by the appropriate vice president in consultation with the Human Resources. Dept. The bargaining unit member may decline to perform tasks outlined in this paragraph without prejudice. Tasks described in this paragraph do not include College service time, employee development time, volunteer projects, or incidental time that is expended infrequently.

Bargaining unit members are not required to routinely perform non-professional or menial tasks.

## **Article 25 - Overload Requests**

**Section 1.** A bargaining unit member's request to work up to four (0-4) overload IUs shall be granted by the Department Chair or Program Director, as long as sections are available.

**Section 2.** A bargaining unit member's request to work from above four to six (>4-6) overload IUs may be granted by the Department Chair, in consultation with the Program Director if applicable, and with approval of the Dean.

## **Article 26 - Contact Hours**

**Section 1.** Upon ratification of this Agreement, the IU value multiplier for Laboratory and Studio (Clinic/Lab/Studio on workload form, and health sciences clinicals directly supervised onsite) contact hours shall be increased to 0.775 in the first year of the contract and effective January 2023.

**Section 2.** Upon ratification of this Agreement, the IU value multiplier for Coordination/Supervision of Health Sciences Clinical Courses (Clinic Supervision on workload form, and health sciences clinicals not directly supervised onsite) hours shall be increased to 0.45 in the first year of the contract and effective January 2023.

**Section 3.** In no case shall the changes described in this Article cause the reduction of the IU value multiplier applied to any bargaining unit member's contact hours.

## **Article 27 - Distribution of the Agreement**

CSN shall post the CBA on its website and shall notify in writing all new bargaining unit faculty members that their position is within the bargaining unit, as applicable. All prospective new bargaining unit faculty members will be provided an active link to the Faculty Infobook, per Article 29 of this agreement, upon receiving a job offer from CSN.

CSN Human Resources will provide to CSN-NFA every September and February the list and work contact information of all new bargaining members upon request from CSN-NFA.

## **Article 28 - Dues Deduction for NFA Members**

NSHE will continue to provide the option for and administer payroll dues deduction for NFA, as per current practice. This includes processing received NFA membership forms in a timely fashion, informing NFA of membership cancellations, and providing NFA with payroll deduction reports on a monthly basis.



## **Article 29 - Faculty Infobook**

**Section 1.** CSN Administration shall maintain an up-to-date Faculty Infobook website, consisting of content and links to resources relevant for academic faculty to fulfill their job responsibilities and access their benefits. NFA will be consulted as to the utility, accuracy, and completeness of the information on the Faculty Infobook website prior to its launch and on a regular basis, at least once a year. The first Faculty Infobook website will be launched no later than one year (the completion of the academic year) after the collective bargaining agreement (CBA) has been ratified.

**Section 2.** A taskforce consisting of 1 representative each from CSN administration, Human Resources, NFA, Faculty Senate, and CSN Libraries will meet during the first year of the CBA. It will have two charges: 1) to define the scope, draft the content, and design the Faculty Infobook website, and 2) to develop a retention policy for archiving the Faculty Infobook website, Policies and Procedures webpage, and associated links.

**Section 3.** The Faculty Infobook shall contain a link to and/or summaries of relevant sections of the Policies and Procedures webpage, consistent with taskforce recommendations.

**Section 4.** Once created, the Faculty Infobook website will be updated in a timely fashion, within ninety days of changes to relevant content.

**Section 5.** The Faculty Infobook website and the Policies and Procedures webpage will be archived electronically on the basis of the retention policy developed by the taskforce. The CSN libraries shall serve as a repository in which this archive will be available to bargaining unit members.

## **Article 30 - Workforce Additions and Reduction**

### **Section 1. Additions to Workforce**

A. An addition in the workforce means any additions in positions of the bargaining unit.

B. Addition procedures at CSN include:

1. Creation or addition of a new position
2. Increase of service or service hours necessitating a new position
3. Internal reallocation of resources, including vacant positions, to programmatic areas with high need.

CSN affirms and supports shared governance, which is the process of collaborating, recommending, and informing decisions related to issues affecting CSN and NFA as it relates to any additions to workforce or addition procedures as defined in this section.

### **Section 2. Reductions of Workforce or Retrenchment**

A. A reduction of workforce means any reduction in positions of the bargaining unit. Nothing in this definition or this Article shall supersede or apply to a reduction of workforce, lay off, contract termination or non-renewal, furlough or any reason supporting a declaration of financial exigency by CSN, the Board or Regents, or the State of Nevada. CSN affirms and supports shared governance, which is the process of collaborating, recommending, and informing decisions related to issues affecting CSN and NFA as it relates to any reductions of workforce as defined in this section.

## **Article 31 - Faculty Job Descriptions**

### **Section 1. Maintain Descriptions**

It is the responsibility of the Vice President of Academic Affairs, in collaboration with Deans, and Human Resources to provide final approval of Faculty Job Descriptions. Human Resources will maintain academic faculty job descriptions.

## **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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN TITLE 4, CHAPTER 4, SECTION 11 OF THE NSHE HANDBOOK, this contract shall take effect upon ratification, and remain in effect until June 30, 2025.

### SIGNATURES OF AGREEMENT

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

FOR CSN-NFA

CSN PRESIDENT

\_\_\_\_\_  
Ted Chodock, NFA President

\_\_\_\_\_  
Dr. Federico Zaragoza, President