

JANUARY 24, 1995

COLLECTIVE BARGAINING AGREEMENT

The parties to this Agreement are the Board of Regents of the University and Community College System of Nevada (UCCSN) acting on its behalf and on behalf of the Truckee Meadows Community College (TMCC), (collectively and individually "administration"), and the Truckee Meadows Community College Nevada Faculty Alliance, hereinafter called TMCC-NFA (the "union").

PREAMBLE

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

ARTICLE 1 - RECOGNITION

The UCCSN hereby recognizes that the TMCC-NFA has been elected as the sole and exclusive representative for purposes of collective bargaining activities as described in Section 13 of Title 4, Chapter 4 of the Board of Regents Handbook of all professional employees (including but not limited to instructional, counseling, and library faculty) employed by TMCC in the professional service of the System for a period exceeding six months at .50 FTE or more, but excluding adjunct faculty members, administrators, and clinical faculty members.

ARTICLE 2 - ASSOCIATION PREROGATIVES AND RESPONSIBILITIES

2.1 Non-Discrimination.

- (a) Both the UCCSN and the TMCC-NFA agree that the provisions of this Agreement shall be applied uniformly to all members of the bargaining unit as applicable. The UCCSN agrees that it will not discriminate against any member of the bargaining unit with respect to hours, wages, or any other terms and conditions of employment as described in Section 13, Title 4, Chapter 4 of the Board of Regents Handbook and in this Agreement by reason of membership in the TMCC-NFA, participation in any lawful activities of the TMCC-NFA, or any grievance, complaint or proceeding under this Agreement.
- (b) The TMCC-NFA agrees that it will represent all members of the bargaining unit fairly and without reference to membership in TMCC-NFA. TMCC-NFA asserts that membership in the TMCC-NFA is not compulsory and that members of the

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bargaining unit have the right to join or not join the TMCC-NFA as each may decide; neither TMCC-NFA nor UCCSN shall coerce or discriminate against any faculty member in the exercise of such right.

2.2 Contract Administration Training/Attendance at Conventions.

TMCC-NFA shall have a total of up to twenty (20) working days paid leave per year, to be distributed by TMCC-NFA to delegates to attend contract administration/training conventions. Each person who will be absent has the responsibility to arrange for a qualified replacement and TMCC shall not be liable for any compensation for the replacement. TMCC-NFA shall provide fifteen (15) working days notice to the president of TMCC or his designee and to the supervisor of the individuals who are seeking to attend such programs and the identity of the replacements. It is expected that the president or his designee will approve such requests or present reasons for denial to the faculty member.

ARTICLE 3 - SALARY

3.1 Definitions.

As used in this article:

- (a) The "academic year" consists of two semesters -- each commencing and ending as described in the college academic calendar as approved by the president, through the President's Council, following recommendation of the Academic Standards Committee and the deans. The academic year shall include a period prior to the beginning of instruction and a period following the conclusion of examinations in the Fall and Spring semesters as specified in the calendar.
- (b) The "Community College Salary Schedule" shall mean the Community College Faculty Salary Plan established in the Board of Regents Handbook and is currently contained in Title 4, Chapter 3, § 20. See Appendix A-1 for the most current version as of the date of this Agreement.

3.2 Placement.

- (a) The Community College Faculty Salary Plan shall govern the placement of a new faculty member on the salary schedule. The Community College Faculty Salary Plan is found in the Board of Regents Handbook at Title 4, Chapter 3 at pages 14 - 16. See Appendix A-1 for the most current version as of the date of this Agreement. As specified in The Community College Faculty Salary Plan, "Initial placement for new faculty will be made according to the degrees obtained, related work and teaching experience." (Ibid. at p. 16.) Original placement made upon hiring can be adjusted following appro-

ropriate verification of the supporting documents furnished by the new faculty member within ninety (90) days of hiring to establish teaching and related work experience. Any military experience shall be counted only if deemed related to the position of hire.

- (b) The Community College Salary Plan states: "Step 10 (10 years experience) is the highest entering step for new faculty" and footnote 10 states: "Under certain circumstances, faculty may be hired at a step higher than identified due to market factor parity, noteworthy achievements or national reputation. These conditions will be subject to the recommendation of a faculty senate variance committee." (Ibid.)
- (c) 1. Faculty shall be offered "A," "B" or "B+" contracts each year as provided for in the TMCC Administrative Manual (Rev. Aug. 1994), #2509, pp. 164-165, #2550, pp. 177-179, #2560, p. 179 and #2610, pp. 183-184.
2. Workdays in a "B" contract may be assigned by administration throughout the calendar year following agreement with the faculty member. In the absence of agreement between administration and the faculty member, the matter shall be taken to the Learning Resources Center, the appropriate department of the Student Services Division, or other division, as the case may be, for a suggested resolution. In the absence of consensus including administration, assignments shall be made by administration.
- (d) Existing faculty shall be paid according to the Community College Salary Schedule contained in Title 4, Chapter 3, § 20 of the Board of Regents Handbook.

3.3 Additional Compensation.

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

- (a) If additional work is based upon a fixed number of days as determined by administration after consultation with the faculty member, this formula shall be used:

$$\frac{\text{Faculty member's base salary}}{172 \text{ days}} = \text{daily rate}$$

The daily rate multiplied by the number of days beyond the "B" contract shall equal the additional compensation.

- (b) If the additional work is based upon completion of a project or assignment and not on a fixed number of days as determined by administration after consultation with

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the faculty member, compensation will be subject to agreement between the faculty member and TMCC.

3.4 Additional Assignments and Special Projects.

- (a) In order to meet assignments or meet division obligations, additional days beyond the B contract may be required for counselors, librarians and other faculty. The number of additional days shall be mutually determined by the faculty member and administration. If no agreement is reached between the faculty member and administration, the matter shall be taken to the Learning Resources Center, the appropriate department in the Student Services Division, or other division, as the case may be, for a suggested resolution. In the absence of consensus including administration, assignments shall be made by administration.
- (b) When a special project or assignment is identified, a description shall be posted on the TMCC Faculty Senate bulletin board next to the Senate Office and on a bulletin board east of the faculty mailboxes at Old Town Mall. Any faculty member may submit a proposal, seeking to perform the work. In order to provide that members of the faculty learn of projects or assignments prior to anyone else, such descriptions shall be posted ten (10) days prior to any general announcement or advertisement in the above locations. The appropriate TMCC administrator shall make a decision and inform all applicants. If the additional work is based upon completion of a project or assignment and not on a fixed number of days as determined by administration after consultation with the faculty member, compensation will be subject to agreement between the faculty member and TMCC.

3.5 Movement on the Salary Schedule.

Provisions for movement within the Community College Salary Schedule are provided in Title 4, Chapter 3, §§ 22 (Community College Salary Plan, Basic Concepts) and 23 (Community College Professional Advancement Program) of the Board of Regents Handbook. See Appendix A-2 for the most current version as of the date of this Agreement. UCCSN has provided in the Community College Faculty Salary Plan equivalency standards which would permit faculty to move on any Column 1 through 5 based on, but not limited to, appropriate experience, CEUs, contact hours or other qualifications other than a degree (see Appendix A-1).

3.6 Changes in the Salary Schedule.

Any Cost of Living Adjustment (COLA) increases funded by the Nevada Legislature and/or established by the UCCSN for all community college faculty occurring before, during, or after the ratification of this Agreement shall be incorporated into

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the Salary Schedule base for all employees covered by this Agreement.

3.7 Summer School.

- (a) Compensation for summer school shall be paid members of the faculty in accordance with the provisions of the Board of Regents Handbook, Title 4, Chapter 3, Section 24.3 (Summer Term Salary Schedule - Community Colleges). See Appendix A-3 for the most current version as of the date of this Agreement.
- (b) Faculty may teach up to eight credits in summer school. Additional credits may be taught under extenuating circumstances with the approval of the division director, the director of summer school and the TMCC Vice President of Academic Affairs.
- (c) In order to provide that members of the faculty learn of summer school teaching opportunities prior to anyone else, notice of such opportunities shall be posted at least ten (10) days prior to any general announcement or advertisement on the TMCC Faculty Senate bulletin board next to the Senate office and on a bulletin board east of the faculty mailboxes at Old Town Mall.

ARTICLE 4 - BENEFITS

4.1 General Provisions.

- (a) The following benefits* shall continue according to their own terms unless otherwise addressed in this Agreement. Any subsequent increase or addition to benefits by the UCCSN applicable to all UCCSN faculty shall be applicable to all employees covered by this Agreement.

- 1. § 6 Compensated Outside Professional Service
- 2. § 7 Death Benefits
- 3. § 8 Leave of Absence Without Salary
- 4. § 9 Sabbatical Leave
- 5. § 13 Sick Leave
- 6. § 14 Annual Leave
- 7. § 15 Family and/or Medical Leave
- 8. § 16 Military Leave
- 9. § 17 Judicial Leave
- 10. § 18 Leave Records

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11. § 27 Reduced Appointments for Tenured Faculty

12. § 28 Emeritus Status

* Title 4, Chapter 3, Board of Regents Handbook

(b) In addition to the programs described above, faculty members covered by this Agreement shall be eligible to participate in the systemwide plans enumerated below. TMCC shall continue to be represented on the UCCSN Joint Professional Compensation Committee and shall be represented on any other System committee dealing with compensation and/or benefits which include one or more academic faculty representatives. At least one TMCC representative on any such committee shall be a TMCC-NFA member and shall be a full member of such committee which includes, but is not limited to, the right to vote and to be reimbursed for related expenses.

(c) The details of each benefit are found in the UCCSN system office and summary descriptions are reproduced below. The summary descriptions do not purport to be complete and accurate and therefore are not enforceable in the grievance procedure.

1. Retirement: Defined Contribution Plan rates: 10% each from the faculty member and TMCC. The faculty member's contribution shall be made on a pre-taxed basis into a mandatory 403(b) account. TMCC's contribution shall be put into a 401(a) account. Faculty members shall direct the investments in these accounts and may choose among five different investment companies (TIAA/Cref, T. Rowe Price, VALIC, Fidelity Investments and Twentieth Century Investors, Inc.). The plan shall provide immediate vesting. The 403(b) account may be taken as a lump sum at retirement, while the 401(a) must be taken as a monthly income. If the faculty member terminates within the first five years of employment, both balances may be withdrawn. Faculty members who are members of the Nevada Public Employees Retirement System must remain in that system.

2. Section 125 Plan: This is an employer-sponsored benefit plan which allows employees to pay for medical, life, AD&D, liability and long term care insurance with pre-tax dollars. The plan also includes a medical expense reimbursement account and dependent care reimbursement account which allow employees to pay for unreimbursed medical expenses and day-care expenses with pre-tax dollars.

3. Optional Insurance Plans: Faculty members may choose optional insurance plans and have payments made through payroll deduction:

Personal Accident
Supplemental Term Life
Cancer Care

Short-Term Disability
Long-Term Care
Auto-Homeowners/Renters

4. Medicare Participation: This shall be required for employees hired after March 31, 1986. Faculty members shall contribute 1.45% of their salaries and TMCC shall contribute a matching 1.45%. Upon age of eligibility (retirement, disability, etc.), Medicare benefits shall become the primary health care insurance, supplemented by the state group health insurance program.
5. Worker's Compensation Insurance: TMCC shall pay all premiums at the rate of 1.2% of the first \$24,000 of a faculty member's salary. All faculty members shall be covered under the State Industrial Insurance System (SIIS) for medical expenses and work-time lost as a result of a work-related injury or accident.
6. Unemployment Compensation Insurance: TMCC shall pay all premiums at the rate of \$2.50 per month per position. Faculty members shall be eligible for Nevada Employment Security Division programs.
7. "Grants-In-Aid" Fee Waivers at All UCCSN Campuses: Six credits per semester shall be granted for faculty members and unlimited credits shall be granted for qualified dependents and spouses.
8. Employee Assistance Programs: Free confidential counseling and referral services shall be available for faculty members and their families.
9. Tax Sheltered Annuities: Under Section 403(b) of the Internal Revenue Code, faculty members are eligible to participate in plans approved for payroll deduction using pre-tax dollars. The list of approved plans shall be available in the TMCC Personnel Office.
10. State Deferred Compensation Plan: Under Section 457 of the Internal Revenue Code, faculty members are eligible to participate in this additional tax sheltered program.
11. Computer Loan Program: Faculty members shall be eligible to purchase computers at reduced prices through Information Technology Services or outside vendors, and said purchases may be paid through interest-free, payroll deducted loan programs.

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12. Holidays: The following systemwide legal holidays are provided members of the bargaining unit:
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| January 1 | New Year's Day |
| 3rd Monday in January | Martin Luther King, Jr.'s Birthday |
| 3rd Monday in February | Washington's Birthday |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| 1st Monday in September | Labor Day |
| October 31 | Nevada Day |
| November 11 | Veteran's Day |
| 4th Thursday in November | Thanksgiving Day |
| Friday following the 4th Thursday in November | Family Day |
| December 25 | Christmas Day |
13. Direct Deposit: Faculty members may opt to have their paychecks deposited directly in their bank accounts with participating banks.
14. Mileage Reimbursement: The UCCSN shall provide mileage reimbursement at the current approved rate for faculty members who use their own vehicles for travel from their principal instructional/training site to another instructional/training site. Reimbursement shall not be provided when a college automobile is available or for travel to or from the faculty member's home.
15. Safe Working/Learning Environment: It is the goal of TMCC that the work and learning environment be safe and healthful. To this end, the TMCC Environmental Protection and Safety Committee has been formed to seek to improve the work/learning environment. As provided by state statute, NRS 618.383, at least one TMCC-NFA member shall sit on this committee. All members of the TMCC community, faculty, staff, students and administration who identify a problem or who have a recommendation concerning the safe working/learning environment shall report to the TMCC Environmental Protection and Safety Committee.

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16. Automatic Withdrawal: Faculty may make payments by direct automatic withdrawal for certain activities including, but not limited to, TMCC Foundation contributions, United Way contributions, savings bonds and TMCC-NFA membership dues.

4.2 Insurance Programs - Change in Funding or Cost.

- (a) The UCCSN is part of the State Insurance Plan and agrees to make available group medical, vision, dental, life and other appropriate insurance programs as provided in that Plan and as funded by the legislature. In the case of premium increases not matched by an increase in the appropriation therefor from the legislature, or in the case of a reduction in the legislative appropriation, the matter shall be referred to the systemwide ad hoc Benefits Committee or, if the Benefits Committee is no longer in existence, to the systemwide Compensation Committee.
- (b) Faculty members have the choice of the State of Nevada Self-Funded Plan or the Hospital Health Plan.

Cost* (subject to change): State Self-Funded Hospital Health Plan

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| Employee only: | N/A | \$ 12.27 |
| Employee plus spouse: | \$147.35 | \$236.55 |
| Employee plus child/children: | \$130.45 | \$152.52 |
| Employee plus family: | \$206.46 | \$345.96 |

* Rates may change. The rates shown were in effect as of January, 1995.

- (c) The Plan includes medical, dental, vision, long-term disability (60% of pay after six months of disability), \$20,000 accidental death and dismemberment and \$50,000 business accident insurance for each eligible faculty member. The Plan also includes medical, dental and vision coverage for each eligible dependent.

ARTICLE 5 - ADDITIONS TO WORK FORCE

5.1 Selection of Faculty.

- (a) TMCC shall notify the TMCC-NFA of vacant and new positions in the bargaining unit before the process to fill them commences. Except under unusual circumstances, a new faculty position shall be advertised for at least thirty (30) calendar days prior to the date the position announcement is to be closed. The president may waive this requirement, but only after notice to the TMCC-NFA with the reasons for the waiver. TMCC shall advertise and prescreen applicants as described in the TMCC Administrative Manual, #2510.

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- (b) TMCC may, at its discretion, modify the procedures under TMCC Administrative Manual, #2510, annually; however, TMCC shall notify TMCC-NFA sixty (60) days before any such change is implemented to give TMCC-NFA an opportunity for recommendations or comment. Grievances may only be filed for material deviations from the procedures in #2510 of the TMCC Administrative Manual, and the remedy for grievances under this provision shall be limited to the requirement that TMCC comply with the procedural requirements specified by the TMCC Administrative Manual, #2510, in the instant case. (These references to procedures are not intended to subject searches to challenge under Equal Employment Opportunity/Affirmative Action Plans under this provision.)

5.2 Faculty Screening Committee.

- (a) A faculty screening committee shall consist of: the division director of the division in which the opening occurs or designee of the division director who will serve as chair of the committee; four (4) faculty members (three (3) from the division -- two (2) of whom are from the same discipline as the vacant position if possible -- and the fourth from outside the division); one (1) classified employee; and the Affirmative Action Officer who shall serve ex officio and without vote. At the discretion of the committee, a community representative may also be included as a non-voting member.
- (b) Based on a review of qualifications, three (3) candidates shall be recommended in rank order to the president. If the president appoints any of the three (3) recommended candidates, the process is complete. If the president does not appoint one of the three (3) candidates, the president shall meet with the committee to discuss the reasons for not selecting one (1) of the recommended candidates; and the committee, at its discretion, shall either recommend three (3) other candidates from the existing pool or choose to reopen the search.

ARTICLE 6 - PERSONNEL

6.1 Complaints and Grievances regarding Annual Performance Evaluations.

It is in the best interests of the individual and TMCC that disagreements concerning the job performance of a member of the faculty covered by this Agreement be resolved quickly and informally. Faculty members who have reason to disagree with their annual performance evaluation may seek a meeting with their evaluator for the purpose of discussing the evaluation. The faculty member may be accompanied by a TMCC-NFA representative if the evaluator agrees. Otherwise, any meeting shall be limited to the faculty member and the evaluator. A faculty member may file a grievance pursuant to Article 9 of this Agreement if he or she has reason to believe that a

provision or provisions of this Agreement have been violated in connection with the annual performance evaluation.

6.2 Unsatisfactory Evaluations of Tenured Faculty.

- (a) If a tenured faculty member covered by this Agreement has received a first unsatisfactory evaluation, the evaluator may, with the agreement of the faculty member, create a committee for the purpose of working with the faculty member to improve his or her performance. The committee shall consist of the evaluator or designee, the immediate supervisor, the evaluated faculty member and an additional faculty member chosen from the department by the evaluated faculty member.
- (b) In the event a tenured faculty member covered by this Agreement has received overall unsatisfactory ratings for two (2) consecutive years, the procedures established in Section 5.12 of the UCCSN Code (including the applicable formal procedures of Chapter Six of the UCCSN Code as provided in Section 5.12) shall apply and not the provisions of Article 9 of this Agreement. In any such proceedings under Chapter Six of the UCCSN Code, a tenured member of the faculty shall have the right to choose a TMCC-NFA representative as an advisor to accompany him/her at meetings and hearings and to receive copies of findings, recommendations and decisions.

ARTICLE 7 - RETRENCHMENT

7.1 Financial Exigency Procedural Interpretations.

In the event a financial exigency is declared by the Board of Regents under the provisions of the UCCSN Code, Sections 5.4.5, et seq., affecting faculty members at TMCC, the provisions of the UCCSN Code, Sections 5.4.5(d), paragraphs 1 through 7, shall be implemented consistently with the provisions of the UCCSN Code, Sections 5.4.5(b) and (d) in accordance with the following interpretations:

- (a) In order to assure sufficiently broad faculty representation on the ad hoc financial exigency committee, the president of TMCC agrees that the number of persons to serve on the committee, which shall be determined by the president in accordance with the UCCSN Code, Section 5.4.5(d), paragraph 2, shall be no fewer than fifteen (15) in the case of a retrenchment that affects faculty members across the campus as a whole, and no fewer than nine (9) in the case of a retrenchment that affects a smaller administrative unit, project, program or curriculum(s). In either case, the faculty senate shall appoint 1/2 of the members of the committee, less the chair, and of these, at least one shall be a part-time faculty member and at least one shall be a faculty member without tenure. The president shall appoint 1/2 of the members of the committee in addition to the chair.

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- (b) In the event that the ad hoc financial exigency committee plan is not accepted by the president, the president shall submit reasons to the committee so that the committee has at least one week to give careful consideration to the president's reasons and to make any amendments to the plan in response thereto that the committee deems appropriate.
- (c) Any committee plan(s) submitted to the president shall also be submitted to the faculty senate.
- (d) In the event the president does not approve the (revised) plan, the president shall submit his/her plan to the chancellor. The president shall also submit the (revised) committee plan together with the reasons for rejecting it.

7.2 Retrenchment for Curricular Revision: Procedural Interpretations.

In the event a faculty member at TMCC is laid off for curricular reasons under the provisions of the UCCSN Code, implementation of Section 5.4.6 of the UCCSN Code shall be consistent with the following instructions:

- (a) If, pursuant to UCCSN Code, Section 5.4.6, TMCC creates an academic planning process which results in the discontinuation, reduction in size or reorganization of an administrative unit, project, program or curriculum, then, in order to assure sufficiently broad faculty representation in the academic planning process, the president of TMCC agrees that the number of persons to serve on the committee, which shall be determined by the president, shall be no fewer than nine (9).
- (b) The faculty senate shall appoint 1/2 of the members of the committee, less the chair, and of these, at least one shall be a part-time faculty member and at least one shall be a faculty member without tenure. The president shall appoint 1/2 of the members of the committee in addition to the chair.

7.3 Retrenchment Grievance Committee Composition under UCCSN Code, Section 5.4.7(g)(2); Procedural Interpretations.

In the event the president of TMCC establishes employment review committees under the provisions of UCCSN Code, Section 5.4.7(g)(2), implementation of that section of the Code shall be consistent with the following interpretations:

- (a) The president of TMCC agrees that employment review committees established pursuant to the UCCSN Code, Section 5.4.7(g)(2) shall consist of no fewer than five (5) members.

- (b) The faculty senate shall appoint 1/2 of the total members of the committee, less the chair. The President shall appoint 1/2 of the members of the committee in addition to the chair.

7.4 Retrenchment Grievances

- (a) Implementation of the provisions of the UCCSN Code, Sections 5.4.5, 5.4.6 and 5.4.7 shall be consistent with the foregoing. Grievances alleging violations of these provisions of the UCCSN Code shall not be subject to the grievance procedure contained in this Agreement. Such grievances shall be subject to the procedures contained in the UCCSN Code, Section 5.4.7(g).
- (b) Claims that the provisions of the UCCSN Code, Sections 5.4.5, 5.4.6 and 5.4.7 have not been applied consistently with the foregoing shall be subject to the grievance procedure contained in this Agreement.

ARTICLE 8 - ACADEMIC YEAR AND INSTRUCTIONAL DAY

8.1 Academic Year.

The academic year shall be defined by the academic calendar as approved by the President, through the President's Council, following the timely recommendation of the Academic Standards Committee and the deans. Calendars are proposed in two year blocks at the beginning of the Spring semester. Therefore, a timely recommendation shall be made by the end of February of each year. In the absence of a timely recommendation, the President may determine the academic year.

8.2 Noninstructional Days.

Noninstructional days shall be used for carrying out other professional responsibilities (individual and group work) such as course and curriculum development or revision, student advising, laboratory maintenance, routine preventative shop maintenance, conducting educational research review and/or preparation of audio/visual computer assisted instructional aids, visitation of proposed clinical sites, etc. For counselors and librarians, noninstructional days may be used for counselor and librarian duties as well.

8.3 Changes in Contract Assignments.

- (a) At the time of hiring, faculty shall be assigned to A, B or B+ contracts at the discretion of the administration.
- (b) Changes in contract assignments after the initial assignment which affect compensation and/or hours worked shall first be discussed between administration and the faculty member involved, seeking mutual agreement. If no agreement is reached following this discussion and exploration of alternatives, if any, suggested by the

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participants a final decision may be implemented at the discretion of administration. If administration chooses to exercise this option after failure to reach agreement through discussion, a minimum of six (6) months advance notice shall be given before any change in contract takes effect. Nevertheless, it is recognized that it is in the best interests of TMCC and the faculty if such changes are accomplished by mutual agreement.

8.4 Changes in Campus Assignments.

As part of their professionalism and devotion to their students, faculty members recognize that they should teach where, and at locations at which their students are available for instruction. With regard to changing assignments from day to night, night to day, or from one site to another, the division director shall take into consideration the preferences of the affected faculty member(s) as well as the needs of the students. In the absence of agreement between the division director and the faculty member, if the disagreement persists, the matter may be taken by either party to the faculty of the appropriate division for suggested resolution. In the absence of a consensus including the division director, assignments may be changed by the division director.

8.5 Emergency Changes in Teaching Assignments.

In the event of emergency changes in teaching assignments -- that is reassignments necessitated by unanticipated events (such as enrollment shortfalls requiring course cancellation, illness or resignation) occurring within a period of two weeks before the semester through the end of the semester -- the division director may independently determine faculty reassignment. In making such determination, however, the division director shall take into consideration the preferences of the affected faculty member(s) as well as the staffing needs of the division. Emergency reassignments of this kind shall not constitute precedent for assignments in succeeding semesters.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definitions.

- (a) **Grievance:** A grievance shall mean a claim of violation, misapplication or misinterpretation of a specific term of this Agreement.
- (b) **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 Agreement alleged to have been violated. A grievant shall also mean the TMCC-NFA where it has rights under a provision(s) of this Agreement alleged to have been violated.

- (c) Days: For purposes of this Grievance Procedure, days shall mean calendar days within the approved academic calendar. All time lines falling wholly or in part outside the academic calendar in this Article shall be doubled.

9.2 Informal Grievance.

Any grievance should be brought to the immediate supervisor of the grievant prior to the formal filing of a grievance. Informal grievances are frequently the quickest and most efficient method by which such matters can be resolved. Supervisors are encouraged to resolve such informal grievances within their authority as soon as possible. If the grievance is not resolved at the informal step, grievants may file a formal grievance at Step One within twenty eight (28) days following the act or omission giving rise to the grievance pursuant to the procedures stated below.

9.3 Formal Process.

- (a) If, because of the nature of the grievance, a grievant wishes to file a formal grievance directly at Step One and the substance of the formal grievance has not been raised with the immediate supervisor as an Informal Grievance, the grievance must be filed with the grievant's Dean on forms to be provided by the TMCC Personnel Office within fourteen (14) days following the act or omission giving rise to the grievance or following the first time the grievant knew or should have known of the act or omission, if that is later. (See Appendix B.) The initial filing shall contain the name and office and home address of the grievant, the specific provision(s) of this Agreement alleged to have been violated, a description of the act or omission which gave rise to the grievance including the date of such act or omission, and the remedy sought.
- (b) If a grievant wishes to file a formal grievance at Step One and the substance of the formal grievance has been raised with the immediate supervisor as an Informal Grievance, the grievance must be filed with the grievant's Dean on forms to be provided by the TMCC Personnel Office within twenty eight (28) days following the act or omission giving rise to the grievance or following the first time the grievant knew or should have known of the act or omission, if that is later. (See Appendix B.) The initial filing shall contain the name and office and home address of the grievant, the specific provision(s) of this Agreement alleged to have been violated, a description of the act or omission which gave rise to the grievance including the date of such act or omission, and the remedy sought. Note: If the matter is still pending before the immediate supervisor as an Informal Grievance, the grievant may request, and the Dean shall grant, an adjournment for up to one month to

permit the immediate supervisor to conclude the processing of the Informal Grievance.

9.4 Step One.

The Dean or designee shall offer to meet with the grievant within fourteen (14) days of the filing of a grievance. The grievant shall have the opportunity to explain the circumstances surrounding the grievance and present witnesses, if any. The Dean or designee shall respond to the grievance in writing within fourteen (14) days following the meeting. The Dean or designee shall transmit one copy to the grievant and one copy to the TMCC-NFA. The response shall provide reasons for the decision.

9.5 Step Two.

If the grievant is not satisfied with the response at Step One, the grievant may appeal that response to the appropriate Vice President by filing an appeal with the Office of the appropriate Vice President on forms to be provided by the TMCC Personnel Office within ten (10) days following the issuance of the response at Step One. (See Appendix B.) The Vice President or designee shall offer to meet with the grievant within thirty (30) days following the filing of the appeal, and grievant shall have the opportunity to explain the circumstances surrounding the grievance. The grievant shall not be required to present witnesses at this meeting, but witnesses may be invited at the discretion of the Vice President or designee. The Vice President or designee shall issue a decision in writing within fourteen (14) days following the close of the meeting. The Vice President or designee shall transmit one copy to the grievant and one copy to the TMCC-NFA. The response shall provide reasons for the decision.

9.6 Step Three.

- (a) If the grievant is not satisfied with the response at Step Two, the grievant may appeal that response to the President by filing an appeal with the Office of the President on forms to be provided by the TMCC Personnel Office within fourteen (14) days following the issuance of the response at Step Two. The appeal shall indicate whether a meeting with the President is requested. (See Appendix B.) The President or designee shall offer to meet with the grievant within twenty one (21) days following the receipt of the appeal. The grievant shall have the opportunity to explain the circumstances surrounding the grievance and the appeal. Witnesses are not required at this meeting, but may be called by mutual agreement between the grievant and the President or designee.
- (b) If no meeting takes place, the grievant shall submit a brief statement containing argument explaining why the response at Step Two was in error. The President shall

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issue a response in writing within twenty one (21) 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 copy to the grievant and one copy to the TMCC-NFA. The response shall provide reasons for the decision.

9.7 Appeal to the Chancellor.

- (a) If the grievant is not satisfied with the president's response at Step Three, the TMCC-NFA may appeal to the Chancellor by filing an appeal with the Office of the Chancellor on forms to be provided by the TMCC Personnel Office within twenty one (21) days following issuance of the response at Step Three. (See Appendix B.) The appeal shall indicate whether a meeting with the Chancellor is requested and shall contain a brief statement why the response at Step Three is unsatisfactory. Within twenty one (21) days following receipt of the appeal, the Chancellor or designee shall offer to meet with the TMCC-NFA and the meeting, if any, shall be held within twenty one (21) days thereafter. The TMCC-NFA shall have the opportunity to explain the circumstances of the appeal at this meeting. Neither witnesses nor the grievant is normally expected to be present at the meeting with the Chancellor, but may be called by mutual agreement between the TMCC-NFA and the Chancellor or designee. The Chancellor or designee shall issue a response within twenty one (21) days following the close of the meeting.
- (b) If no meeting is requested, the Chancellor or designee shall, after reviewing the statement filed by the TMCC-NFA with the appeal, issue a response to the TMCC-NFA in writing within twenty one (21) days following the appeal.
- (c) The Chancellor shall have the discretion to consult with individuals or committees, including faculty members at TMCC or at other institutions, regarding grievances appealed to him. The decision of the Chancellor shall be final and binding on the parties.

9.8 Timeliness; Filing; Issuance of a Decision.

- (a) 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.
- (b) A response or decision shall be considered issued at the time it is handed personally to the grievant or mailed, return receipt requested, in an envelope bearing 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. In this case, the date of issuance shall be five (5) days following the US postal service post mark.

9.9 Failure to File or Answer.

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

9.10 Representation.

- (a) At all stages of the grievance procedure, except at the Appeal to the Chancellor:
1. A grievant may choose to represent himself or herself; or
 2. may represent himself or herself and have the TMCC-NFA present to provide advice; or
 3. choose to be represented by the TMCC-NFA.
- (b) Faculty members have the right to present a grievance to TMCC and to have a grievance adjusted without intervention of the TMCC-NFA except as provided in paragraph (d), below, so long as the adjustment is not inconsistent with the terms of this agreement and provided that the TMCC-NFA has been given the opportunity to make its views known in advance of the settlement. Written notification of all grievances filed at Step One or beyond shall be given by TMCC to TMCC-NFA within five (5) days following the filing.
- (c) All documents used by the grievant in presenting the grievance shall be made available to TMCC in a timely and expeditious manner. All non-confidential documents relevant to the processing of the grievance requested by the grievant shall be made available to the grievant in a timely and expeditious manner. Determinations of relevance and confidentiality shall be made by the TMCC Personnel Officer. All documents used by TMCC in making its decision shall be attached to the decision.
- (d) The TMCC-NFA has the exclusive right to appeal and present grievances to the Chancellor under this Grievance Procedure.

9.11 Consolidation of Grievances.

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

9.12 Meetings.

Meetings for the purpose of discussing a grievance shall be held during working hours at mutually agreeable places and times.

9.13 Reprisals.

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

9.14 Expenses.

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

9.15 Complaints of Sexual Harassment; Other Grievance Procedures.

Complaints of sexual harassment may be brought in other procedures that may exist at TMCC, within the UCCSN, or through state or federal procedures established for that purpose, but not through this grievance procedure. In all other respects, this procedure supersedes Section 5.7 of the UCCSN Code and the grievance procedure in the TMCC Bylaws (Title 5, Chapter 4, Article II, Section H of the Board of Regents Handbook) and is the exclusive grievance procedure available to members of the bargaining unit, except as otherwise provided in Article 7 (Retrenchment) of this Agreement.

ARTICLE 10 - MISCELLANEOUS

10.1 Completeness of Agreement.

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

10.2 Savings Clause; Severability.

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

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10.3 Individual Faculty Contracts.

Individual faculty contracts shall not be inconsistent with this Agreement. Rights provided by individual faculty contracts shall be in addition to rights contained in this Agreement.

10.4 Appendices.

The appendices are incorporated by reference into this Agreement.

10.5 Bargaining on a Successor Agreement.

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

10.6 Duration.

This Agreement shall become effective retroactive to July 1, 1994 upon signing following ratification, and shall remain in effect until the close of business on June 30, 1996. However, acts or omissions of TMCC or UCCSN, their officers, agents or employees prior to the signing of this Agreement shall not be challengeable under this Agreement, and no action or omission of TMCC, UCCSN, their officers, agents or employees prior to the signing of this Agreement shall be the basis for a grievance under this Agreement.

ARTICLE 11 - CONCLUSION OF NEGOTIATIONS

The parties agree that they have 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 this Agreement 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 Agreement.

APPENDICES

- A-1* Community College Salary Schedule as provided in Board of Regents Handbook, Title 4, Chapter 3, § 20 (Salary Schedules).
- A-2* Board of Regents Handbook, Title 4, Chapter 3, § 22 (Community College Salary Plan, Basic Concepts) and § 23 (Community College Professional Advancement Program).
- A-3* Board of Regents Handbook, Title 4, Chapter 3, § 24 (Summer Term Salary Schedules).

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A-4* UCCSN Code, Chapter 4; Board of Regents Handbook, Title 4, Chapter 3, § 27 (Reduced Appointments for Tenured Faculty); Board of Regents Handbook, Title 5, Chapter 4 (TMCC Bylaws, Art. II, Sec. B).

B Grievance Forms

Dated this _____ day of _____, 1995.

FOR THE TMCC-NFA:

FOR UCCSN:

*The document(s) contained in this appendix is the most current version as of the date of this Agreement and is reprinted only for the information and convenience of the reader. The contents of the document(s) contained in this appendix may be changed from time to time by the UCCSN in the ordinary course of amendments to the UCCSN Code and the Board of Regents Handbook.

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