

## **BENEFITS (2<sup>nd</sup> NFA proposal)**

### **Section 1. *General Provisions***

~~a. Benefits applying to bargaining unit faculty established by NSHE shall continue according to their own terms unless otherwise addressed by this Agreement. Any subsequent increase/addition or decrease/deletion of benefits by NSHE applicable to all NSHE faculty and not contradicting the terms of this Agreement shall be applicable to all employees covered by this Agreement.~~

Nothing in this CBA amends the employee benefits established by NSHE, the Public Employee Benefits Program, or the Nevada Legislature unless specifically modified in this CBA.

### **Section 2. *Benefits Advisor***

~~CSN shall establish an administrative position of "Benefits Advisor." The role of the Benefits Advisor shall be to advise faculty on all questions regarding CSN, NSHE, State, and Federal benefits, programs, and laws applicable to faculty financial well being. The Benefits Advisor shall be appropriately trained and qualified.~~

With NFA input concerning topics, CAPE will regularly hold training sessions regarding employee benefits.

### **Section 3. *Health Care***

~~a. Bargaining unit faculty's contribution to health care premiums shall not be raised after ratification of this Agreement. Any increases in health care premium cost will be covered by the employer.~~

~~b. The parties recognize the need for improvement in bargaining unit member health insurance. Accordingly, the parties agree to jointly lobby appropriate entities, including the Nevada state legislature, for improvements or alternatives, according to a common plan to be developed by a joint NFA-CSN/CSN Administration committee. The committee shall make a public report on its progress on a semi-annual basis.~~

The parties recognize the need for improvement in the employee health insurance benefit. Accordingly, the parties agree to jointly lobby appropriate entities, including the Nevada state legislature, for improvements or alternatives to that benefit. The parties may meet as needed to formulate their plans and coordinate their efforts.

### **Section 4. *Retirement***

~~a. Bargaining unit faculty shall have the choice at any time to opt in to Social Security by applying the portion specified by federal law of their and a corresponding portion of CSN's~~

~~retirement contribution to the Social Security Administration. The other portion would continue to be applied to the current 403b plan.~~

~~b. Bargaining unit faculty shall have the ability to apply unused sick leave and/or annual leave to their retirement as either a lump sum payment upon retirement, or to advance retirement. If lump sum payment is chosen, payment will be at the bargaining unit faculty member's base salary rate.~~

Upon the retirement, voluntary termination, or in the event of death of a bargaining unit member, the bargaining unit member or his/her beneficiaries are entitled to payment for unused sick and/or annual leave, provided the bargaining unit member has at least ten (10) years of NSHE service, per the following formula:

Base salary pro-rated per day times number of unused sick/annual days (up to a maximum of 50) times one-quarter (0.25).

Payout from this Section shall not exceed eight thousand dollars (\$8,000).

#### **Section 5. Parental Leave**

a. A bargaining unit faculty member who plans on taking leave based on a) birth of a child; b) caring for a newborn child; or c) placement of a child with the bargaining unit faculty member for adoption or foster care, shall be granted ~~five~~ ~~three~~ weeks of paid leave, to be used prior to the use of sick days or unpaid leave, as described in Title 4, Chapter 3, Section 19 of NSHE Code.

#### **Section 6. Sick Leave Bank**

CSN Administration shall maintain a sick leave bank (SLB) to provide additional sick leave to bargaining unit members who have exhausted their accumulated sick leave and otherwise qualify for it.

a. A bargaining unit member must have accumulated at least thirty (30) days to be eligible to contribute to the SLB. A bargaining unit member may contribute to the SLB by directing the Human Resources Department, in writing, the contribution of a minimum of one (1) day and a maximum per year of (24) days of the member's accumulated sick leave. All sick leave time donated to the SLB is not refundable.

b. When the balance in the SLB becomes less than fifty (50) days, the Human Resources Department will notify NFA-CSN.

c. Any bargaining unit member who has fewer than ten (10) days of accumulated sick/personal leave and who anticipates the need for more sick leave than he/she has available may submit a request to the Human Resources Department for the transfer of sick leave time from the SLB to the bargaining unit member.

d. The maximum length of time available from the SLB to any bargaining unit member in response to an application is twenty (20) days. If the sick leave time transferred in response to an application proves to be insufficient, an additional extension may be made of up to forty (40) days. At no time may the Human Resources Department transfer more sick leave time from the SLB than is available in the bank.

e. Time from the SLB may be granted because of absence due to non-chronic conditions, catastrophic accident or illness, or primary caretaking, including persons living in the bargaining unit member's household.

f. Bargaining unit members receiving disability benefits or workers' compensation are not eligible for time from the SLB.

g. On a semi-annual basis, CSN Administration and CSN-NFA shall meet to review the activity and accounting of the SLB.

**Section 7. *Online Teaching as Medical Accommodation***

~~A bargaining unit member considering medical leave shall be given the opportunity to teach all online classes for up to two semesters, if he/she is qualified to teach DE/eLearning courses.~~

A bargaining unit member providing appropriate medical documentation may request the opportunity to teach all online classes for up to two semesters, if he/she is qualified to teach DE/eLearning courses, and the department will grant the request at minimum to the extent it has unfilled need for instructors to teach online.