

SALARY AND ECONOMIC PROPOSALS, NFA-CSN 11/7/18

These proposals are made in order to address the current impasse regarding economic issues between NFA and CAN. NFA reserves its right to add, delete or modify the following proposals:

Section 1. Merit and COLA

Nothing in this CBA amends the applicability of any cost of living adjustments (COLAs) or comparable salary increases funded by the Nevada Legislature or directed by the Board of Regents.

Merit Raises funded by the Legislature and/or established and directed by the Board of Regents for NSHE community college academic faculty and/or collective bargaining unit members, will comply with NSHE's *Procedures and Guidelines Manual* Chapter 3, Section 2.3(C).

Section 2. One-time Bargaining Unit Member Stipend

Upon ratification of the Collective Bargaining Agreement (CBA), CSN will provide a one time amount of \$642,000 for distribution to bargaining unit members. Distribution of the one time amount will be based on mutual agreement between CSN and the Nevada Faculty Alliance.

Section 3. Salary Placement and Equity Adjustment

b. Initial placement

1. Upon hire, bargaining unit members are given an initial salary placement in accordance with NSHE's *Procedures and Guidelines Manual* Chapter 3, Section 2. CSN Administration shall use an equitable system for initial salary placement, which shall be published.
2. Bargaining unit faculty shall have the right to be provided upon request a written explanation and reconsideration of their initial salary placement. A bargaining unit faculty member's initial placement reconsideration request will be completed in a timely fashion.

b. Salary Equity Adjustment

1. CSN is currently conducting a Salary Equity Study according to Admin's singular interpretation of NSHE's *Procedures and Guidelines Manual* Chapter 3, Section 3.3(D), 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 this study, the methods used to gather the data for determining the salary adjustments to be made and the data derived from that methodology shall be published in a manner that is accessible to bargaining unit members.
2. Bargaining unit members have the right to receive upon request a written explanation of their salary adjustment amount. A bargaining unit faculty member's salary equity review request will be completed in a timely fashion.
3. This contract governs the subsequent Salary Equity Study (SES) mandated by NSHE's *Procedures and Guidelines Manual* Chapter 3, Section 3.3(D1) to occur biannually. The three factors to be utilized in determining bargaining unit members' salary equity adjustments are as follows:

- i. Base salary comparisons among faculty according to years of experience and educational attainment
 - ii. Differences between a faculty member's actual base salary and the salary scale progression formula: initial placement (each year of equivalent experience recognized by CSN for initial placement at a 2.5% scaled progression up to a maximum of twenty five percent above the current Community College Academic Salary Schedule grade minimum) plus each year of experience teaching at CSN calculated with a 2.5% scaled progression, as compared to the faculty member's actual base salary.
 - iii. Affirmative action salary equity analysis of bargaining unit members who are identified with "protected classes" as enumerated in NSHE Board of Regents Policies, Title 4, Chapter 8, Section 3.
4. In Year 3 of the CBA, a committee will be convened to coordinate the SES and will consist of two bargaining unit member selected by NFA and two members selected by CSN Administration. This committee may elect to conduct the SES themselves. If not, the committee will make a recommendation to the CSN President, that 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.
5. A strict series of target dates sets the timeline by which the various phases of the SES process must be completed.

April 1, Year X: Committee recommends external consultant, if their choice is not to do the SES

August 1, Year X: External consultant selected, RFP process must be concluded before this date

September 1, Year X: Committee commences SES work, if their choice is to conduct the SES themselves

March 1, Year X+1: SES results completed and APPROVED by the CSN President

June 15, Year X+1: CSN Admin identifies funding resources and schedules the implementation of SES results

6. As in the first equity study, at the conclusion of the previous salary equity adjustment cycle, methods and data will be published and bargaining unit members who request written explanation and reconsideration of their salary adjustment amounts will be provided this information in a timely manner.

Section 4. *Future Cooperation on Faculty Compensation and Subsequent Economic Collective Bargaining*

- b. **AB202:** CSN and NFA will jointly support and advocate for the principles of the AB 202, 2017-2019 Interim Study Committee, and final actions taken by the Board of Regents of the Nevada System of Higher Education in the development of a legislative bill to establish a

structure for a comprehensive and sustainable faculty compensation system, including regular in-rank salary increases. Bill Draft Revisions (BDR's) are anticipated to address compression in faculty salaries, due to the lack of an in-rank salary advancement system, in order to promote the recruitment and retention of high-quality faculty for the Nevada System of Higher Education. The parties will also jointly support and advocate for the cost of living adjustments currently recommended by AB 202 as of November xx, 2018, of 2% per year for the next two years.

- b. **Subsequent Economic Collective Bargaining:** The parties agree that, per NSHE Code Title 4, Chapter 4, Section 13, wages are a mandatory subject of bargaining. The parties further acknowledge that this agreement is a transitional agreement, as discussions within the legislature are well on their way outside of the collective bargaining context. The parties therefore commit to negotiating over base salary cost of living adjustments (COLAs), as well as equity adjustments and merit pay, as appropriate, in all subsequent negotiations for a successor agreement to this current Collective Bargaining Agreement. This commitment extends to a mutual commitment to advocate in the legislature for the funding necessary for future COLAs, equity adjustments, and merit pay, or other changes to the Faculty Compensation structure, as appropriate.

Section 5. *Overload pay*

- a. Upon ratification of this Agreement and effective the next semester following ratification, pay per overload instructional unit (IU) shall increase from \$825 to \$875. In year 2 of the Agreement the rate for overload will increase from \$875 to \$925.
- b. If NSHE adopts or recommends any additional increase to overload pay, CSN Administration will implement the increase for bargaining unit faculty overload pay.

Section 6 *B+ Contracts*

Faculty members who work under a B+ Contract shall be compensated 11% above the base salary set for their position.

Section 7 *Sick Leave Payout Upon Retirement*

- a. Upon the retirement, voluntary termination, or 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:
- b. Base salary pro-rated per day times number of unused sick/annual days (up to a maximum of 50) times one-quarter (0.25).
- c. Payout from this Section shall not exceed eight thousand dollars (\$8,000).

SECTION 8 *Contact Hours Multiplier*

- a. Upon ratification of this Agreement, the IU value multiplier for Laboratory and Studio (Clinic/Lab/Studio on workload form) contact hours shall be increased from 0.75 to 0.82.

- b. Upon ratification of this Agreement, the IU value multiplier for Coordination/Supervision of Health Sciences Clinical Courses (Clinic Supervision on workload form) hours shall be increased from 0.40 to 0.44.
- c. 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.
- d. The CSN Administration and the Faculty Senate will convene a committee for the further study of contact hours multipliers at the request of either party to convene such a committee, such request to be made no later than one year after the ratification of this Agreement. The committee will be composed of two nominees of each party, who may elect as a group to invite other members to also serve on the committee. The committee is to produce within six months a comprehensive analysis regarding contact hours multipliers, including cost considerations, to inform subsequent collective bargaining negotiations. The committee's final report must be agreed to by the committee representatives of both the Faculty Senate and CSN Administration, otherwise the committee is disbanded without a report. At the mutual agreement of NFA-CSN and CSN Administration, changes recommended by the committee may be incorporated into this Agreement.