

BOARD OF REGENTS BRIEFING PAPER

1. AGENDA ITEM TITLE: CSN – NFA Collective Bargaining Agreement

MEETING DATE: June 18, 2020

2. BACKGROUND & POLICY CONTEXT OF ISSUE:

The College of Southern Nevada (CSN) and the CSN Nevada Faculty Alliance (NFA) have negotiated a Collective Bargaining Agreement (CBA) which requires the approval of the Board of Regents pursuant to Title 4, Chapter 4, Section 10.

3. SPECIFIC ACTIONS BEING RECOMMENDED OR REQUESTED:

CSN is requesting the Board of Regents approve the negotiated contract ratified by the CSN NFA and approved by President Zaragoza. The contract would be effective July 1, 2020 and will be in place through June 30, 2022.

4. IMPETUS (WHY NOW?):

CSN and the CSN NFA began meeting to negotiate this NFA contract on November 7, 2016. After several years of diligent work, CSN and the CSN NFA have agreed upon the terms of a CBA aimed at addressing longstanding inequities affecting CSN faculty. However, due to the onset of COVID19 and the potential economic impact, the CSN NFA made additional concessions in good faith to allow the CBA to move forward with the following revisions:

- **Section 2. Increase to Base Salaries**

This section was revised to delay implementation of any base salary increase or incentive pay until July 1, 2021 at which time it will be requested that they are paid retroactively to July 1, 2020. These items are subject to approval by the Board of Regents at the June 2021 quarterly meeting.

- **Section 6. Overload Pay**

This section was revised to delay implementation of increased overload pay until July 1, 2021, which may be paid retroactively to July 1, 2020. These items are subject to approval by the Board of Regents at the June 2021 quarterly meeting.

While the median salary of CSN faculty is below that of the other NSHE community colleges, this agreement will allow for an eventual adjustment that will bring CSN faculty salaries closer to alignment with the other community colleges. The future base salary increase is supported by the fact finding that occurred in July 2019. The negotiated CBA provides faculty with a pathway to mediation for unresolved grievances and also provides eligible Market Hire faculty a time-limited window to tenure. The CBA is not final until approved by the Board of Regents. Thereafter, the legally empowered representatives shall execute the agreement.

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

- ☐ Access (Increase participation in post-secondary education)
- ☒ Success (Increase student success)
- ☐ Close the Achievement Gap (Close the achievement gap among underserved student populations)
- ☐ Workforce (Collaboratively address the challenges of the workforce and industry education needs of Nevada)

- ☐ **Research (Co-develop solutions to the critical issues facing 21st century Nevada and raise the overall research profile)**
- ☐ **Not Applicable to NSHE Strategic Plan Goals**

INDICATE HOW THE PROPOSAL SUPPORTS THE SPECIFIC STRATEGIC PLAN GOAL

The intent of the CBA is to promote the quality and effectiveness of education at CSN and to establish orderly procedures for the resolution of differences between CSN and faculty members of the bargaining unit. This agreement looks to provide an open and productive relationship between the institution and faculty which in turn benefits the institution as a whole and ultimately student success.

6. BULLET POINTS TO SUPPORT REQUEST/RECOMMENDATION:

- The proposed Collective Bargaining Agreement (CBA) is being presented after more than three and a half years of negotiation and mediation pursuant to Title 4, Chapter 4 of the Board of Regents Handbook.
- The Parties have agreed on a grievance process that allows for an appeals process with final decision resting with the President and an Alternative Dispute Resolution provision that allows for mediation thereafter.
- The CBA provides eligible Market Hire faculty a time limited window to move to a tenure track.
- Approval of this CBA does NOT approve any base salary increases.
- Subject to approval by the Board of Regents at the June 2021 quarterly meeting, the CBA will allow for an eventual adjustment to base salaries that will bring CSN faculty salaries in alignment with the other community colleges.
- Subject to Board approval at the June 2021 quarterly meeting, the CBA allows for an increase in pay per overload instructional unit (IU) from \$875 to \$925.
- The CBA provides for an increase to B+ contracts from 10% to 11%, which is necessary for accurately compensating faculty who have been assigned 22 days of administrative duties beyond their teaching contract;
- The CSN NFA and CSN Administration negotiated in good faith to represent the best interests of all represented employees.
- The proposed CBA has been ratified by the CSN NFA and approved by President Zaragoza.

7. POTENTIAL ARGUMENTS AGAINST THE REQUEST/RECOMMENDATION:

N/A

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

Not approve the CBA.

9. RECOMMENDATION FROM THE CHANCELLOR'S OFFICE:

10. COMPLIANCE WITH BOARD POLICY:

X Consistent With Current Board Policy: Title # 4 Chapter # 4 Section # 10

☐ Amends Current Board Policy: Title # _____ Chapter # _____ Section # _____

☐ Amends Current Procedures & Guidelines Manual: Chapter # _____ Section # _____

☐ Other: _____

X Fiscal Impact:	Yes	X	No
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There is **no fiscal impact for base salary increases**.

The **total fiscal impact** for the first year of the CBA on the State Supported Operating Budget is projected to be **\$184,040**, which will be funded by cost savings. A more detailed explanation of the fiscal impact calculation is as follows: **1)** an increase to B+ contracts from 10% to 11%, which is necessary for accurately compensating faculty who have been assigned 22 days of administrative duties beyond their teaching contract; examples of duties include equipment calibration and maintenance in CTE areas, hiring, scheduling, and evaluating adjunct faculty, and assisting with placement test scoring (\$54,324); **2)** an increase to clinical contact hours, which brings our much valued nursing faculty into greater parity with clinical workloads in a high-demand, difficult-to-hire workforce area (\$24,267); **3)** an amount to provide eligible market hire faculty a time limited opportunity to move to a tenure track, promoting retention of quality faculty in difficult-to-hire disciplines and faculty access to professional development via sabbatical, and resulting in student retention, student completion, and student success in high-demand fields (\$65,524); **4)** an amount allocated for Program Directors that ensures a minimum, consistent level of compensation for additional assigned duties that support student success and completion (\$28,653); and **5)** an amount allocated for lead librarian and lead counselor roles that ensures a minimum, consistent level of compensation for additional assigned duties that support student success and completion and that align with the current department chair structure for instructional faculty (\$11,272).

Within the above referenced estimated \$214,610 amount funded for summer school, \$184,610 is an increase to the rate paid for summer teaching, bringing us in closer alignment with other NSHE institutions in the South, and \$30,000 will be allocated for newly recruited faculty relocation expenses.

NFA Contract
2020 – 2022
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.

THIS AGREEMENT, CSN POLICIES, AND PRACTICES

Articles in this Agreement supplement, modify, and/or supersede CSN policies and procedures.

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.

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.

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. 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 5. 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 shall be seated on that committee.

Section 2. Consultation

- a. It is agreed that a designated NFA representative 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 a designated NFA representative 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. Release Time and Facilities

- 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. For the semester prior to the expiration of the Agreement, CSN Administration shall support NFA leadership and enrolled members to utilize the five (5) hours per week on average for professional development or college/service, as outlined in the Faculty Workload Policy for preparation for and attendance at negotiation sessions.
- c. 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. NFA members may report, at their discretion, their NFA-related service activities associated with Sections 3.a and 3.b. for the purposes of faculty evaluation or tenure application.
- d. NFA will request use of a conference room on Charleston, North Las Vegas and Henderson campuses through the appropriate process for reserving space.

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; 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:

1. Academic Instructional Faculty

- a. Up to fifteen (15) Instructional Units (IUs) on average each spring and fall semester.
- b. Thirty-eight (38) IUs per year, which may include a maximum of eight (8) IUs during summer.
- c. Minimum of ten (10) hours per week on average for class preparation and curriculum revision/development.
- d. Minimum of five (5) hours per week on average scheduled office hours and/or contact hours.
- e. Minimum five (5) hours per week on average for professional development and/or college service as specified by the Faculty Evaluation Policy.
- f. Activities shall occur within a 35-hour workweek.

2. Academic Non-Instructional Faculty

- a. Assigned activities shall occur within a 35-hour workweek.
- b. Included within the 35-hour workweek is a minimum of five (5) hours per week on average for professional development and/or college service as specified by the Faculty Evaluation Policy.
- c. Schedules are assigned and approved by the respective Associate Vice President/Vice President.

Section 3. “B” Contract

The “B” contract is the basic contract for Academic Instructional Faculty. It is for a 10- month period whose service dates are set annually and may number from one hundred seventy six (176) to one hundred eighty (180). 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.

1. Academic Instructional Faculty

- a. Minimum of thirty (30) IUs per academic year; not including summer semester.

- b. Minimum of ten (10) hours per week on average for class preparation and curriculum revision/development.
- c. Minimum five (5) hours per week on average scheduled office hours and/or contact hours.
- d. Minimum five (5) hours per week on average for professional development and/or college service as specified by the Faculty Evaluation Policy.
- e. Activities shall occur within a 35-hour workweek.

2. Academic Non-Instructional Faculty

- a. Assigned activities shall occur within a 35-hour workweek.
- b. Included within the 35-hour workweek is a minimum five (5) hours per week on average for professional development and/or college service as specified by the Faculty Evaluation Policy.
- c. Schedules are assigned and approved by the respective Associate Vice President/Vice President.

Section 4. “B+” Contract

A “B+” contract adds 22 days to the normal “B” contract. It is used selectively for administrative and other services performed by faculty.

- 1. The additional 22 days will be selected by the faculty member with the approval of the appropriate Dean.
- 2. The additional 22 days cannot include service dates that are part of the “B” contract.
- 3. Typically, Department Chairs and Program Directors will be on a “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 or the associate vice president;
- Academic School/Departmental activities - activities determined by the dean/associate vice president and/or department chair/director, including but not limited to: participation and attendance at program advisory committees, student seminars, career events, expositions, and **local** professional development.

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.

Article 7

Salary and Economic 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 will comply with NSHE's Procedures and Guidelines Manual Chapter 3, Section 3.3(C). CSN endorses the NSHE Task Force on Performance Pay, Administration, and Support recommendations to the board (at this time the Task Force recommends a 1% merit pool annually).

Section 2. Increase to Base Salaries

Effective July 1, 2021 and subject to approval by the Board of Regents at the June 2021 quarterly meeting, CSN will provide to bargaining unit members

- (i) a 1.75% base salary increase paid retroactively from July 1, 2020, and
- (ii) a one-time signing incentive equal to .25% of base salary.

Should the Board of Regents fail to approve the aforementioned base salary increase and one-time signing bonus, the parties will meet and, in consultation with the Chancellor, negotiate substitute provisions based on the Board's concerns that it is not economically feasible to approve pay increases at that time. Any such agreement shall be subject to the approval of the Board of Regents. These negotiations will commence within fourteen (14) days of the close of the June 2021 Board of Regents meeting and will proceed per NSHE's Board of Regents Handbook Title 4, Chapter 4, Sections 11, 14-16.

In the first year of the contract, a college-wide Efficiency Committee will be formed to identify and work with stakeholders to build consensus around strategies and changes designed to increase the average class size from 22 to 23 students per section. The Committee's recommendations will be presented by August 1, 2020 to President Zaragoza, who will work with the Efficiency Committee, relevant departments, deans, chairs, and other key stakeholders to begin to implement the recommendations during the Fall 2020 semester. The Efficiency Committee will continue to meet monthly, report progress, and make recommendations to the President at the end of each fall (December) and spring (May) semester until the average class size exceeds 23.0 and the changes contributing to this increased efficiency have been fully implemented.

Section 3. Salary Placement

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, whose decision is final. A copy of the recommendation and the hiring authority's decision will be provided to the faculty member.

Section 4. Salary Equity Studies

a. CSN is currently conducting a Salary Equity Study pursuant to NSHE 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, 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.

b. In accordance with the provisions of NSHE's Procedures and Guidelines Manual regarding salary equity studies, a Salary Equity Study will be performed by CSN during the CBA term 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."

[Text content of CSN document's chart follows, block indentation.]

Committee formed (2 faculty + 2 admin faculty) August 1, 2020

Committee formed (2 faculty + 2 admin faculty)

RFP process starts with Procurement Department immediately after committee formed

RFP process concludes, consultant chosen December 1, 2020

Consultant starts work January 1, 2021 Final & approved results delivered to Budget Services March 1, 2021

Final & approved results delivered to Budget Services Funding & timeline communicated back to Committee June 15, 2021 Funding & timeline communicated back to Committee

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 [indented text], due to the time required to process an RFP, the committee must determine by September 1, 2020 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 1, 2020. The consultant's services will be expected to

commence by no later than January 1, 2021, 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, 2020.

Whether an external consultant or the internal committee performs the process, the work and any appeals must be completed by March 1, 2021, 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 time line for completion by March 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, 2021.

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 1. If that is not feasible, the internal committee will need to direct the study itself (within the aforementioned timelines). In any case, all approved results must be completed by March 1, 2021.

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. Overload Pay

Subject to approval by the Board of Regents at the June 2021 quarterly meeting, pay per overload instructional unit (IU) shall increase from \$875 to \$925, effective July 1, 2021, and may also be paid retroactively to the July 1, 2020, start date of the contract.

Section 7. B+ Contracts

Faculty members who are assigned a B+ Contract shall be compensated 11% above the base salary set for their position effective Fall 2020.

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: .02 times base pay per IU.
- b. A class size of seventeen (17) or greater will result in pro-rata pay, or \$960 per IU for the first year of the contract and \$1017 per IU in the second year of the contract, whichever is more.
- c. 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.

- d. For classes not qualifying for pro-rata pay based on (b) or (c), the pay rate shall be \$960 for the first year of the contract and \$1017 per IU in the second year of the contract if enrollment is one (1) or two (2) fewer than would be sufficient to qualify for pro-rata pay.
- e. The minimum class size is fourteen (14) unless on the approved list based on space, equipment, etc.
- f. Individualized instruction per student pay may be negotiated by the faculty member. The calculation will be IUs equal .075 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.
- g. 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.
- h. Faculty on a year round “A” contract cannot receive compensation for teaching in the summer.
- i. The implementation of this pay increase shall be effective the first full summer term after the ratification of the agreement.

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 “3a-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	-CSN website -One website appropriate to the discipline	Department Chair Director	VP and VPF or their designee

	-One website dedicated to higher education	
	-Two websites/publications dedicated to diversity – Diversity Organizations E-List	
	-Nevada Job Connect	
Local search 15 calendar days	-CSN website	Department VP and VPF or
	-One website dedicated to higher education	Chair or their designee
	-Two websites/publications dedicated to diversity – Diversity Organizations E-List	Director
	-Nevada Job Connect	

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.

1. 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.
 1. 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:

- 1) CSN employment application
- 2) Resume or CV
- 3) Transcripts
- 4) 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 twenty-five thousand dollars (\$25,000) for relocation/moving expenses for newly hired bargaining unit members.

- 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; 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; 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.

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.

Funding for relocation will be authorized based on time of hire and included in the job offer. Upon authorizations exhausting available annual funding, no further relocation reimbursement will be authorized for the year.

Reimbursements may be submitted by the bargaining unit faculty member following the first contract day, and reimbursement will be dependent on appropriate supporting documentation and paid within 30 days of approval of documentation.

Any relocation money from the annual funding not authorized or not reimbursed is carried over to the next year and added to that year's \$25,000 to create the relocation annual funding for that year.

Article 11

Emergency 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:

- 1) was on a temporary hire appointment
- 2) taught at least thirty (30) IUs in a one-year continuous period (consecutive fall and spring semesters) while on the temporary hire appointment
- 3) performed service work while on the temporary hire appointment
- 4) within two (2) academic years of the temporary hire appointment was subsequently hired into a tenure-track position

may elect to have the temporary appointment time counted toward tenure, up to a maximum of one year. The bargaining unit member makes this election by informing his/her Department Chair in writing within six months of hire in the tenure-track position. The Department Chair verifies the criteria and informs the appropriate Dean.

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 Market Hire previously hired on an Emergency Hire meeting criteria 1, 2, and 3 of Section 2 may apply the time worked to advancing a tenure conversion per [Market Hires Article] of this Agreement, up to a maximum of one year.

Article 12

Department Chairs

CSN's policy and procedure pertaining to the election process for Department Chairs is articulated in the Department Chair Selection and Recall Policy, which provides that election results constitute recommendations to the President to make appointments as Department Chairs.

- a) 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, notify the department of any ineligible candidates in advance of the election, and provide sufficient time and notice for other candidates to run.

Article 13

Program Directors

Section 1. Duties and Authority

- a) It is the responsibility of the Dean to maintain 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. These responsibilities and expectations must be provided in writing to the faculty member as Program Director status is being assigned and accepted.
- b) Upon ratification of this Agreement, all Program Directors will be provided with a written description of responsibilities as described in Section 1a.

Section 2. Compensation

- a) Each Program Director will receive a minimum of three (3) instructional units or an equivalent course release of instructional units (whichever is greater) release time in instructor 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) Program Directors will be assigned to work on a “B+” contract. The Vice President of Academic Affairs may approve an “A” contract for a Program Director as the request of the respective Dean, Department Chair and the Program Director.
- c) If a policy recommendation is made to change Program Director release time while this Agreement is in effect (e.g. through a comprehensive overhaul to current ACF-20), the parties to this Agreement may by mutual agreement incorporate into this Agreement the recommended Program Director release time rate or structure.

Article 14

Market Hires

Section 1. The provisions of this article are applicable to Market Hire Faculty bargaining unit members of CSN only. Upon ratification of the Collective Bargaining Agreement (CBA) and effective within the first year of the CBA only, a Market Hire Faculty member hired before January 1, 2017, and maintaining at least three years of uninterrupted full-time CSN employment may request appointment to a tenure track position.

If requested and approved, the Market Hire Faculty member will be placed on the faculty salary rank/range consistent with his or her existing educational credentials and other parameters for salary schedule placement provided in the NSHE Handbook Title 4 Chapter 3, Section 36, and the Procedures and Guidelines Manual Chapter 3, Section 3.2., using grade level, experience upon hire, and total years' experience at CSN.

Section 2. The process for making a request for appointment to a tenure track position is as follows. The Market Hire Faculty shall make this request in writing through the appropriate Department Chair or Supervisor. The request shall document the faculty member's completion of the three-year probationary period for appointment with tenure and intent to seek approval to apply for tenure in Fall 2020 or Fall 2021 following timelines delineated in the current CSN tenure policy. Recommendation by the respective Dean and Vice President of Academic Affairs shall be required prior to consideration of the CSN President. Should this request be denied, a written explanation of the denial will be provided to the faculty member requesting tenure track within 15 calendar days.

Section 3. Application, consideration and procedure of tenure will be consistent with CSN Faculty Tenure Policy and NSHE Handbook Title 2, Chapter 4. An award of tenure includes a 2.5% increase to base salary beginning the next fiscal year.

Section 4. Market Hire Faculty years of service as a permanent employee shall be counted for purposes of sabbatical eligibility.

Section 5. Market Hire 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 6. Market Hire Faculty years of service shall be counted for purposes of department seniority.

Section 7. 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 specific to market evaluations that may be provided and/or funded by the legislature or Board of Regents processes and policies.

Article 15

MFA as Terminal Degree for CSN Salary Schedule Placement

The Master of Fine Arts (MFA) shall be considered a Grade 5 (PhD equivalent) qualification with a minimum of 45 credit hours to include portfolio or thesis work. The MFA plus parameters clarified above shall be stated as a Grade 5 credential in job advertisements. Transcript and portfolio evaluation of the MFA will be conducted by the appropriate School Dean and the Vice President of Academic Affairs, in consultation with Human Resources, with written explanation to the faculty member.

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, Counseling, shall be elected following the Department Chair election procedure. The Chair shall be compensated with a stipend, consistent with the Faculty Senate Chair, as a non-teaching academic unit equivalent; until such time as the CSN policy Department Definition and Department Chair Compensation Policy, is revised. The Department of Counseling will include three Counselor Leads, assigned to CSN campuses and reporting to the Department Chair. Campus leads will provide daily campus administrative support. The Department Chair, Counseling will be responsible for maintaining descriptions for counselors requested to perform additional responsibilities, and to ensure that counselors performing additional duties are made aware of these responsibilities. Counselors asked to take on additional responsibilities, shall be compensated with a stipend equivalent to at least 1 IU per semester in addition to regular salary, in accordance with relevant policy (i.e. Department Definition and Department Chair Compensation Policy or equivalent).

Section 3. Counselors shall be generally hired on an A contract.

Section 4. A counselor may be offered or may request to work on a different contract type from the one in which the counselor was initially hired (or currently under). 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 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).

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. The Director of Libraries shall be responsible for maintaining descriptions for Librarians requested to perform additional responsibilities, and to ensure that Librarians performing additional duties are made aware of these responsibilities. Librarians asked to take on campus library or library unit responsibilities are called Lead Librarians. Librarians asked to take on additional responsibilities shall be compensated with a stipend equivalent to at least 1 IU per semester, in addition to regular salary, in accordance with relevant policy (i.e., Department Definition and Department Chair Compensation Policy or equivalent).

Section 3. Librarians shall be generally 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 of Vice president and approval by the Vice President of Academic Affairs (or applicable chain of command).

Article 18

Grievance

Section 1. Definitions

1. 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.

2. Grievance: For purposes of this Agreement, a grievance is a procedure for resolution of disputes 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.

3. Days: For purposes of this Grievance Procedure, days shall mean working days (Monday through Friday and non-holidays) within the approved academic calendar. The timeline is not counted while the 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 the Web site) within:

1. Twenty [20] working days following the act or omission giving rise to the grievance; or
2. 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:

1. Name
2. Office and home address
3. 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
4. Remedy sought

Section 4. Grievance Process

Disagreements 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:

1. Initial Meeting: The Dean, or designee, shall offer to meet with the grievant within ten (10) working days of the filing of a grievance. The meeting shall be informal in nature. The grievant shall have the opportunity to explain the circumstances surrounding the grievance and present

witnesses, if any. The 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.

2. 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 shall not present witnesses at this meeting, but witnesses may be invited at the discretion of the Vice President or designee. The Vice President, or designee, shall issue a written decision to the President, which is advisory only, within ten (10) working days following the close of the meeting. The Vice President, or designee, shall transmit one copy to the grievant and one copy to the CSN-NFA. The decision document shall provide reasons for the decision.

3. Appeal to President: If the grievant is not satisfied with the decision from the appeal to the appropriate Vice President or designee, the grievant may appeal 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. Witnesses will not be permitted at the meeting with the President. Witnesses may be invited at the discretion of the President, or designee. 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.

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

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 documents and their confidentiality shall be resolved by CSN's General Counsel.

Section 8. Consolidation of Grievances

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

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 in effect for two years.

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 promptly 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

Preface. If CSN were to experience a budget reduction or shortfall of general fund appropriations or other revenue, including registration fees or non-resident tuition of five (5) percent or greater no change to the Laboratory and Studio (Clinic/Lab/Studio on workload form) contact hours will be imposed. The rate will remain at .75, and the parties will continue to work with the committee noted in Section 4 below to study contact hours for purposes of providing recommendations.

Section 1. 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 0.80 for the first year of the contract and then to 0.85 for the second year of the contract.

Section 2. 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.

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. Cognizant that funding for more equitable lab and clinical pay requires a funding stream, which CSN has identified as deriving from increasing average class size, CSN-NFA will support the efforts of the Efficiency Committee, as described in the Salary article of this CBA.

Section 4. Upon ratification of this Agreement, CSN-NFA and CSN Administration will convene a committee for the further study of contact hour multipliers for appropriate lab or studio time. The committee will be composed of two nominees of each party, who may invite others to provide input or resources in order to timely gather the relevant data. The committee is to produce within four months a comprehensive analysis regarding contact hour multipliers, including cost considerations, best practices, and peer comparisons. The committee's final report must be agreed to by the committee representatives of CSN- NFA and CSN Administration. Upon the mutual agreement of CSN-NFA and CSN Administration, changes recommended by the committee may be incorporated into this Agreement.

Article 27

Distribution of the Agreement

CSN shall post the CBA on its website, and shall notify in writing all new employees after the date of ratification of this Agreement that their position is within the bargaining unit, as applicable.

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.

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 on July 1, 2020, and remain in effect until June 30, 2022.

SIGNATURES OF AGREEMENT

Dated this ____ day of _____, 2020.

FOR CSN-NFA

CSN PRESIDENT

Jennifer Nelson, NFA President

Dr. Federico Zaragoza, President