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CNM's Second Counter Proposal

Total Final Settlement (TFS)

2023 Maintenance & Operations (M&O) Wage Reopener Negotiations

June 14, 2023, 1:30pm

This package proposal must be accepted in its entirety or CNM reserves the right to revert to its previously held proposals.

ARTICLE 16: WORK SCHEDULES

- 16.1 The normal work week shall begin on Saturday at 12:01 a.m. and ends on Friday at midnight within which full-time employees shall normally be assigned five (5) consecutive workdays of eight (8) hours each. Variations from this practice may occur so long as it does not result in a regular workday exceeding ten (10) hours. This provision shall in no way be construed as a guarantee by the College of any amount of work in any period or as a limitation on hours of work in any period.
- 16.2 During the workday, employees will be provided with an unpaid lunch period of either thirty (30) or sixty (60) minutes. Lunch periods are subject to scheduling, interruption and rescheduling by management.
- 16.3 Each workday shall include one fifteen (15) minute paid rest period for each four (4) hour work period in a workday. Such rest period shall normally be scheduled by management in the middle of the working periods but may be modified based upon the needs of the College. Such rest periods cannot be accumulated and cannot be used in conjunction with the lunch period or other time off the job. Breaks are subject to interruption and rescheduling by management.
- 16.4 The College reserves the right to introduce other work schedules. Changes in work schedules shall require reasonable advance notice to the employees affected. This notification does not apply to emergencies or overtime assignments. If the change in work schedules is for a duration of greater than one (1) week and involves a group of employees, they shall receive five (5) workdays advance notice.
- 16.5 Bargaining unit employees will be permitted to make recommendations regarding alternative work/shift schedules. Such recommendations will indicate a complete work/ shift schedule and will be given serious consideration. When considering such recommendations on alternative work/shift schedules, all employees in the impacted work group will be given the opportunity to provide their input on recommended changes.
- 16.6 Call back. Whenever an employee who has completed their normal workday and has left the College is called back to work from home, he/she will receive a minimum of three (3) hours work. This shall include reasonable travel time from their residence. This provision shall not apply when overtime hours worked are an extension of the normal workday. Such time shall not be pyramided for premium compensation purposes.

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16.7 Reporting time. Whenever an employee reports to work and is notified that their regularly assigned duties cannot be performed because of inclement weather or other situations, such reporting employees will be assigned other duties or required or permitted to return home. The employee will receive a minimum of two (2) hours pay. The balance of the unpaid time may be charged to vacation, or leave without pay. The employee will be required to be available to report to work later if needed.

16.8 Personnel involved in essential services as designated by the respective Vice President will report to work at the regularly scheduled time or other time as directed by the College. If an employee's position involves essential services as designated by the Department Director, and the College is closed for an emergency or ~~some other reason like~~ inclement weather, employees required to work in such circumstances will receive two time-and-a-half times their normal rate of pay. ~~in accordance with the Employee Handbook.~~ If the College closes and the employee is not required to report to work or is sent home early he/she shall be paid for all hours the employee would have regularly worked. Hours worked by essential employees and the time the College is closed will count as hours worked for the purposes of overtime.

16.8.1 Employees who are delayed due to inclement weather may be allowed to utilize annual leave for such periods.

ARTICLE 20: WAGES AND ALLOWANCES

20.1 Pursuant to an MOU signed by the parties on April 21, 2022, and signed by the Governing Board on April 26, 2022, bargaining unit employees received a 3% increase to their hourly rate of pay effective April 1, 2022.

Effective July 1, 2022, all eligible bargaining unit employees shall receive a 4% increase to their hourly rate of pay.

Effective July 1, 2022, all bargaining unit employees whose hourly rate remains below fifteen-dollar (\$15) per hour after receiving the 3% pay increase and the 4% pay increase referenced herein, shall have their hourly rate increased to fifteen dollars (\$15) per hour, or the start of their current position, whichever is higher.

Effective July 1, 2023, all eligible bargaining unit employees shall receive a 6% increase to their hourly rate of pay.

20.1.1 Minimums and maximums are set by CNM, and are included here for information purposes.

20.1.2 Employees whose base pay meets or exceeds the maximum of the range as the result of a pay increase, will have their base pay capped at the maximum of their position's pay grade. The amount in excess of the maximum of the pay range will be paid to the employee as a one-time non-recurring lump sum.

20.1.3 Effective July 1, 2023, the pay grades for the following positions will be adjusted as set forth below:

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6-14-23 TAM
2:05PM
6-14-23
2:05pm

Maintenance IIs will increase by one grade.
Maintenance Electricians will increase by two grades.

- 20.2 There shall be no other negotiated wage adjustments during the term of this Agreement unless an employee is promoted or upgraded in accordance with the Temporary Upgrade provided in Article 18, or as indicated in Article 33, Term of Agreement, Section 33.2.1 and Section 33.2.2 without mutual agreement.
- 20.3 Employees will receive shift differential of forty-two cents (\$0.42) cents per hour for all hours worked between 11:00 pm and 7:00 am daily.
- 20.4 Employees who are required to use their personal automobile for approved business purposes shall be reimbursed in accordance with the Mileage and Per Diem Act.
- 20.5 Employees promoted during the term of the Agreement shall receive increases in wages in accordance with the provisions of the Employee Handbook.
- 20.6 Employees who are downgraded or demoted shall have their pay adjusted in accordance with the Employee Handbook.
- 20.7 The College will continue to provide CNM approved uniforms to each employee. Such uniform shall include 5 shirts or smocks. Coveralls and/or trousers may be substituted for shirts or smocks as long as they are of equal value. CNM will purchase custodial employees who volunteer to wear, as part of the standard uniform attire, CNM approved safety shoes, provided the cost of the safety shoes does not exceed \$100.00 annually.
- 20.8 When employees are required to travel outside the city, they shall be eligible for reimbursement in accordance with College policy.
- 20.9 Employees whose regular assignment by management is designated as a “lead” employee will receive a one dollar and fifty cents (\$1.50) per hour differential for each hour they are assigned as lead employees.
- 20.10 On-call Pay: Effective July 1, 2022, employees required to be on call for work shall receive \$100.00 for each week they are required to be on call.
- 20.11 CNM will provide a one-time lump sum non-recurring gross payment of \$350.00 to be paid out in the first pay period in July 2022.