

FULL-TIME FACULTY CONTRACT

Summer 2018

HIGHLIGHTS

- The negotiations process took over 7 months.
- Both parties brought forth proposals with agenda.

CNM ORIGINAL PROPOSAL

- Changes to the grievance article (7) tightening restrictions
- General changes in CNM favor Employee rights article (10)
- Additional restriction under article 10 not allowing employees to resign in mid-term
- Wanted the removal 11.4 under employee rights
- Adding additional restrictions on Academic Freedom
- Adding stricter requirements for Drug/Alcohol Testing (article 14)
- Removal of article 15, faculty input on equipment, supplies and office space

CNM ORIGINAL PROPOSAL

- Article 19.3, tightening support for new training if the college requires changes.
- Adding rules on bereavement leave (article 27)
- Prohibiting the use of personal leave during the first or last five days of the term.
- Clarification on flex time rules (article 27)
- Restriction/Removal of Overloads, Ineligible for two-term faculty in the summer term (article 32)
- Removal of Offsets (article 32)
- Removal of Summer Buyout option (article 32)

CNM ORIGINAL PROPOSAL

- Original proposal did not include any compensation
- Further restrictions on Union Rights.

UNION ORIGINAL PROPOSAL

- Article 1 language for shared governance
- Removal of various Permissive articles in the contract
 - Article 4, Article 5.3 and 5.4, article 8, article 10.6 and 10.13, and article 36
- Modification to the grievance procedures (article 7), requesting longer timelines and removal of some arbitration language
- Reduction of faculty probation period from 7 to 4 terms (article 10)
- Notification to employee right to have Union representative attend disciplinary meetings
- Maintain Academic Freedom

UNION ORIGINAL PROPOSAL

- Vacancies and Promotions (article 16) giving priority to two-term faculty when three term positions become available.
- Changes in Job descriptions changes prior to implementation (article 19)
- Remove of the private file (article 23.9)
- Remove email restrictions on the union (article 24)
- Additional paid leave days for union business (article 24)
- Union representation on college task teams and committees (article 24)
- Removal of Management Rights (article 26)

UNION ORIGINAL PROPOSAL

- Increase carry over of personal leave to 30 hours from 24 hours and the Payment of accrued personal leave upon termination (article 27)
- Clarification of flex-time guidelines
- Change of workload to reduce the required load in the summer term (article 32)
- Removing the requirement for a schedule and only require upload of office hours
- Increase compensation including parity between two and three term faculty and pay equal across degree levels and disciplines (article 33)

WHAT DID WE GET?

- Changes the language from Federation to Union throughout the contract
- Agreement of current contract language on various articles
- Article 4: Negotiation Procedures, timelines were expanded and the removal of the last sentence in 4.10
- Article 7: Grievance Procedures, deadlines were changed to 15 days from 10 days from notification and Level 1
- Article 8: Non-Discrimination, the removal of the last sentence
- Article 10: Employee Rights, new article 10.15 that discourages leaving in middle of a term
- Article 11: Employee evaluations, 11.2 changes from Dean or his/her designee to Dean, Acting Dean or Associate Dean

WHAT DID WE GET?

- Article 12: Academic Freedom, maintained current language
- Article 14: Drug/Alcohol Testing, 14.2 adding requirements if driving a CNM vehicle or working on clinical sites with requirements
- Article 15: Equipment, Supplies and Office Space, removal of the sustainability reference since the college no longer has this team and the college will work collaborative with faculty on CNM labs, classrooms and office space
- Article 16: Vacancies and Promotions, returned to current contract language
- Article 18: Maintaining Minimum Qualifications, the college shall assist if the college changes minimums

WHAT DID WE GET?

- Article 23: Personnel Files, 23.9 removal of the word “sole”.
- Article 24: Union Rights, two new articles
 - 24.12 restricts the use of students in employment disputes unless they are integral to the situation
 - 24.13 The President can ask the union for representatives for teams or committees
- Article 25: Faculty-Management Committee, removal of article 25.3

WHAT DID WE GET?

- Article 27: Leaves
 - Bereavement Leave, it was agreed the supervisor may request proof of death.
 - Rollover of Personal Leave was increased to 30 hours
 - Faculty are discouraged to take leave on staff development days and it is prohibited during the first or last five days of a term unless prior approval from the dean.
 - Clarification on flextime requirements
- Article 28: Insurances, additional of long term disability being paid by the college

WHAT DID WE GET?

- Article 36: Complete Agreement, the new language is to give the Union notification prior to changes in wages, hours or other terms of employment
- Article 38: Duration, this contract will expire in August 2020.

Now the big changes

OVERLOADS, OFFSETS, AND BUYOUT

We were able to get all of these back.

- Overloads are still allowed – value has changed
- Offsets are still allowed
- Summer Buyout for three term faculty is still available, but the cost increased.

Instructional Method – All Pay Levels	Cost per hour
Lecture Hours	670
Lab Hours	2010
Studio Hours	1000

Here are two examples.

3 Credit Hour theory class:

Prior Overload Pay – 60 hours x 32/hr = \$1920

New Overload Pay – 3 theory hours x 670 = \$2010

3 Theory + 1 Lab class:

Prior Overload Pay – 75 hours x 32/hr = \$2400

New Overload Pay – 3 theory hours x 670 = \$2010 + 1 lab hour X 2010 = \$2010 = \$4020

The Summer Buyout rates did increase by 5%.

WEEKLY CLASS CONTACT HOURS	REPLACEMENT COST PER HOUR
15	679 713
16	637 667
17	600 630
18	565 593
19	537 564
20	509 534
21	485 509
22	462 485
23	443 465
24	424 445
25	407 427

COMPENSATION

Here is the money:

A. \$1000 plus 1% - Three term in July and Two term at the beginning of the Fall 2018 term.

B. All faculty will receive an additional 2% at the start of Fall 2018

A. The \$1000 will be added to the base pay then 1% of the new base pay.

B. The new base pay from A (\$1000 plus 1%) will be used in the 2% raise calculation.

FALL 2019

- **33.1.1** If the Governing Board does not approve an annual increase for non-represented employees in the 2020 fiscal year budget, the College shall increase faculty base pay by at least one percent (1%) effective with the beginning of the 2019 Fall Semester, in which case there will be no wage re-opener.
- **33.1.2** If the Governing Board does approve an annual increase for non-represented employees in the 2020 fiscal year budget, the College shall increase faculty base pay by at least one percent (1%) more than awarded to non-represented employees, effective with the beginning of the 2019 Fall Semester; in which case there will be no wage re-opener.
- **33.1.3** If the College does not provide the one percent (1%) increase as stated in either 33.1.1 or 33.1.2 above, the Union may reopen negotiations in the month of May 2019, on the limited issue of the base pay and two other non-economic items, and the College may put forth a proposal for one non-economic item.

FALL 2019 – WHAT DOES THAT MEAN?

33.1.1 – option 1

If no raise is given to the total population, the FT Faculty will receive at least a 1% raise.

33.1.2 – option 2

If a raise is given to the total population, the FT Faculty will receive 1% more than the total population.

33.1.3 – option 3

If the Governing Board does not give at least 1% to FT faculty, negotiations will re-open on the limited issue of the base pay and two other non-economic items, and the College may put forth a proposal for one non-economic item

OUT OF CYCLE RAISES

If the Governing Board, during Academic Year 2018-2019 or Academic Year 2019-2020, grants an out of cycle wage increase to the total population of non-represented employees, and the parties are not already engaged in collective bargaining, the same wage increase with the same effective date will automatically be granted to full-time faculty, unless the Union or the College requests to change a term or condition of employment that must be negotiated. In the event that the Union or the College requests to change a term or condition of employment, the parties shall commence negotiations immediately following approval of the wage increase granted by the Governing Board to the total population of non-represented employees. If out of cycle negotiations are opened, they will be limited to wages and one other item. The Union and the College agree that the additional item will not include an extension of the contract end date.

OUT OF CYCLE RAISES – LOTS OF WORDS

The paragraph can be a little overwhelming.

Basically, if a raise is given the total population out of cycle (like December last year). If either CNM or the Union bring a CNM and the Union will meet immediately to negotiate getting the funds for the FT faculty.

LET ME KNOW IF YOU HAVE
ANY QUESTIONS

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