

NORTHERN NEW MEXICO COLLEGE



**NORTHERN NEW MEXICO
COLLEGE BOARD OF REGENTS
SPECIAL MEETING**

JULY 12, 2019



NOTICE

The Board of Regents of Northern New Mexico College will hold a special meeting on **Friday, July 12, 2019 at 3:00PM** at the Northern New Mexico College – Espanola Campus, Espanola, New Mexico.

FINAL AGENDA

- I. CALL TO ORDER**
- II. APPROVAL OF AGENDA**
- III. RATIFICATION OF CBA FOR FULL TIME FACULTY**
- IV. RATIFICATION OF CBA FOR ADJUNCT FACULTY**
- V. RATIFICATION OF CBA FOR NON-EXEMPT STAFF**
- VI. NORTHERN NEW MEXICO COLLEGE AND NORTHERN NEW MEXICO COLLEGE BRANCH COMMUNITY COLLEGE OPERATING AGREEMENT**
- VII. ADJOURNMENT**

In accordance with the Americans with Disabilities Act (ADA), physically challenged individuals who require special accommodations should contact the President's Office at 505-747-2140 at least one week prior to the meeting or as soon as possible.

Executive Summary

Collective Bargaining Agreement (CBA) Negotiations

Adjunct Faculty CBA

The entire CBA (33 articles) was opened for negotiation. This CBA has not been negotiated in the last 10 years. The strategy was to adopt the same language that was negotiated last year for full-time faculty members with similar articles. For example: Recognition, Definitions, Discrimination, Agreement Control, Management Rights, Federation Rights, Academic Freedom, Grievance Procedure, Personnel File, Suspended Program, Academic Calendar, Intellectual Property, Health and Safety, No Strick or Lockout, Salary Procedure, Negotiating Procedures, Agreement Copies, Complete Agreement, Severability, and Agreement Duration.

Regarding the Compensation Article, the college proposed an 11% salary increase for adjunct faculty. Adjunct faculty members have not received an increase in the last 13 years. This makes it extremely hard to recruit faculty, since NNMC has not been competitive compared to the surrounding community colleges. In addition, Adjunct Faculty agreed to be paid bi-weekly instead of semi-monthly to be aligned with staff. Management also negotiated a pro-rated compensation for low-enrolled courses so that courses are not canceled if they don't meet the enrollment threshold. This will benefit students tremendously.

Full Faculty CBA

Out of a total of 43 articles, only four were negotiated due to the CBA being ratified last year and which expires Spring 2021. The following articles were: Article 18: Workload; Article 20: Faculty Rights to Tenure; Article 34: Salary Procedure; and Article 36: Compensation. The more relevant changes in the CBA are the following:

The Workload Article - the "Assessment Day" was added to the calendar as a mandatory event that faculty must attend.

The Faculty Rights to Tenure Article - management added two new mandatory documents that need to be presented by the tenure candidate in their dossier: a) Letter of eligibility from Human Resources, and b) all previous annual evaluations. In addition, a new clause was added with a process to replace members of the Tenure Council from the evaluation of a dossier when there is a conflict of interest between the tenure candidate and the member.

The Salary Procedure Article - faculty accepted to be paid bi-weekly instead of semi-monthly. This allows NNMC to have just one pay period for all employees.

The Compensation Article - administration proposed a 4% increase for assistant professors and higher percentages for Associate Professor. According to the salary study done by the administration back in December 2018, associate professors have the largest discrepancies with the comparison group, in particular, because their salaries have not changed in the last 11 years

when a faculty member is promoted from Assistant Professor to Associate Professor. The range of salary increases were individualized according to years of service and academic field and varies from 5.9% to 16.3%. Also, the salary of course overloads or summer courses was increased by 11% to make it equitable with the compensation paid to adjunct faculty. Management also negotiated a pro-rated compensation for low-enrolled courses so that the courses are not canceled if they don't meet the enrollment threshold. This will benefit students tremendously.

Non-Exempt Staff CBA

Out of 39 articles, 8 articles were negotiated due to the CBA being ratified last year which expires Spring 2021. The following articles were negotiated: Article 2 Recognition; Article 9 Progressive Discipline; Article 14 Employee Submission of Time; Article 16 Work Week/Work Hours and Scheduling; Article 22 Leaves; Article 30 Salary Procedure; Article 31 Fringe Benefits; and Article 32 Compensation.

The Recognition Article – specifically defines the range of administrative assistants that may be designated as confidential employees.

The Progressive Discipline Article – implements a due process procedure for the discipline and termination of non-probationary unit members.

The Employee Submission of Time Article – modernizes the old “timesheet” language for the use of computerized time tracking systems.

The Work Week/Work Hours and Scheduling Article – revision allows the College to consider an alternative work schedule for Bookstore employees (e.g. four-day work weeks). The current language in the CBA narrowly defined the regular work week as forty hours per week consisting of five work days.

The Leaves Article – revision allows non-term appointment employees upon separation from the College to be paid for a maximum of 240 hours of unused accrued annual leave hours. The current number is 192. 240 hours is consistent with the number allowed by state agencies.

The Salary Procedure Article – updates the payday designation to account for scheduled closures of the college and to clarify payday during winter break.

The Fringe Benefits Article – updates fiscal year timeframes throughout the article, updates salary ranges for group insurance costs shared between the College and eligible employees, and updates statutorily defined contributions by the College for educational retirement.

The Compensation Article – implements a 4% across-the-board salary increase for bargaining unit members beginning in Fiscal year 2019-20, as established by the 2019 Legislature; and the revisions also require the College to complete a regional staff salary study, including local entities and considering regional market cost of living, on or before December 1, 2019.

Other Articles contained typographical edits, including correction of effective years and correction of previous erroneous paragraph numbering.

AGREEMENT BETWEEN

THE NORTHERN NEW MEXICO COLLEGE

BOARD OF REGENTS

AND

THE NORTHERN FEDERATION OF EDUCATIONAL EMPLOYEES,

AFT-NM, AFL-CIO

FACULTY BARGAINING UNIT

EFFECTIVE THROUGH JUNE 30, 2021

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Article 1. INTRODUCTION

This agreement is entered into by the Northern New Mexico College, hereinafter referred to as the College and the AFT-New Mexico Northern Federation of Educational Employees #4935, hereinafter referred to as the Federation. It is the purpose of this Agreement to promote harmonious relationships between the Federation and the College, to establish a peaceful procedure for the resolution of differences and to establish rates of pay, hours of work, and other terms and conditions of employment.

Article 2. RECOGNITION

2.1 The College recognizes the Federation as the exclusive representative for all full-time tenured faculty and full-time tenure-track faculty.

2.2 The exclusive representative right does not apply to supervisors, managers, provost, deans, and chairpersons, as well as directors and coordinators who are supervisors.

Article 3. DEFINITIONS

3.1 Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement.

3.2 "NNMC" shall mean Northern New Mexico College.

3.3 "Bargaining Unit" shall mean all full-time tenured and full-time tenure-track faculty members at NNMC with less than a majority of supervisor time who are not the Provost, deans, chairpersons, directors who are supervisors, and coordinators who are supervisors.

3.4 "College" shall mean Northern New Mexico College or NNMC.

3.5 "Federation" shall mean the AFT-New Mexico Northern Federation of Educational Employees #4935.

3.6 "Board" shall mean the Northern New Mexico College Board of Regents.

3.7 "Faculty" shall mean all Bargaining Unit faculty members unless explicitly stated otherwise.

3.8 "President" shall mean the chief executive officer of Northern New Mexico College.

3.9 "Chair" shall mean the Department Chair for each academic unit with a designated Chair, and the Dean of the College for those academic units with a designated Dean.

3.10 The use of one gender term shall be interpreted as including all genders.

3.11 "Day" shall mean one working day (Monday through Friday) when the College is open.

3.12 "Administration or Administrator" shall mean any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Academic Affairs/Provost, President, or their designee.

3.13 "Deadline" shall mean any deadline in the agreement that falls on a non-working day shall be moved to the next working day.

3.14 "Contact hour" shall mean a measure that represents an hour of scheduled instruction given to students. A semester contact hour is normally granted for satisfactory completion of one 50-minute session of classroom instruction per week for a semester of not less than fifteen weeks.

3.15 "Credit hour" shall mean a measure that represents a session of instruction. A credit hour could be of three types: T (theory) that consists of 50-minutes of instruction (or one contact hour); S (studio) that consists of 100-minutes of instruction (or two contact hours); and L (lab) that consists of 150-minutes of instruction (or three contact hours).

Article 4. DISCRIMINATION

The College shall adopt a Board policy protecting all employees from discrimination, which shall be incorporated herein as a condition of this Agreement.

Article 5. AGREEMENT CONTROL

5.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the United States of America and the State of New Mexico.

5.2 If any College policy, regulation, handbook, or directive conflicts with any provision of this Agreement, the Agreement provision will control.

5.3 This Agreement may only be modified or waived through a written agreement between the College and the Federation.

5.4 The College will not implement any change that specifically conflicts with, and will abide by, the terms of this Agreement and applicable College policies, rules, handbooks and regulations. The Federation and the faculty will abide by the conditions of this Agreement and applicable College policies, rules and regulations.

5.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied equally to all members of the bargaining unit.

5.6 Any proposed addition, deletion, or change to any provision of the NNMC Faculty Handbook that involves terms and conditions of employment of faculty bargaining unit members may be negotiated by the College and the Federation into this Agreement.

Article 6. MANAGEMENT RIGHTS

The supervision of all faculty members, the management of all campuses, instructional programs, and College facilities is the responsibility and obligation of the Board of Regents and the College Administration. Management retains all rights not specifically limited by this Agreement.

Article 7. FEDERATION RIGHTS

The Federation, as the exclusive representative for all members of the Bargaining Unit, has the rights listed below:

7.1 Use of Bulletin Board Space. The Federation shall be permitted to use bulletin board space on faculty bulletin boards in academic buildings on College campuses to post Federation announcements and information. No material that is libelous, of a partisan political nature, or which is of a personally derogatory nature shall be posted by the Federation. The College may remove any material that violates this provision and shall provide written notification to the President of the Federation of such removal.

7.2 Use of College Property. The Federation shall be allowed to schedule and conduct meetings at College campuses by reserving space for such meetings in accordance with policy or approved procedures established by the College as long as doing so does not interfere with instruction or administrative activities.

7.3 Use of College Mail and Email. The Federation shall have the right to use campus mail and electronic communication such as email for Federation business and to communicate with the members of the Bargaining Unit.

7.4 The College shall provide payroll deduction of Federation membership dues for employees who authorize in writing the deductions in an amount specified by the Federation. Requests for such deductions shall be honored by the College provided the deduction request is submitted to the College's payroll office on a properly executed authorization form, of which a copy is attached to this Agreement (Appendix A). The authorizations may be submitted to the payroll office at any time and the deductions will commence in a timely manner. Normally, in order for the deduction to be reflected in the biweekly paycheck, the authorization must be submitted to the payroll office by the 30th or the 15th of the month, respectively. The College agrees to transmit the amount collected to the Treasurer of the Federation in a timely manner, normally within fourteen (14) workdays. Dues deductions may be discontinued or revoked by the faculty member by filing such notice with the College payroll office. The College will discontinue the dues upon receipt of the copy in the same manner as the initial authorization. Dues deductions shall continue without further authorization for the term of this Agreement unless the authorization is revoked by the faculty member as provided herein. The Federation shall notify the payroll office and the faculty member of any change in the amount to be deducted which shall be implemented in the same manner as authorizations. The Federation and its membership and members of the bargaining unit agree to hold the College safe and harmless against any legal action concerning compliance with is provision.

Article 8. EMPLOYEE INVESTIGATIONS

8.1 The College has the right to investigate all allegations of faculty misconduct.

8.2 A faculty member may be placed on administrative leave with pay during an investigation involving the faculty member.

8.3 When necessary, during an investigation, the college may enter a faculty member's office. The affected faculty member and his/her Federation representative shall be given reasonable notice prior to entering the faculty member's office. The faculty member and/or Federation representative may observe, but not interfere with, the college's entry of the office to conduct an investigation. For purposes of this paragraph, reasonable notice shall be at least 24 hours' notice in writing, prior to entry of the office.

8.3.1 Under exigent circumstances such as, but not limited to, an emergency affecting safety and security or allegations of criminal activity, the college may enter a faculty members office to conduct an initial investigation and/or to secure property, data, documentation or other items stored within the office. Within one work day of an entry under paragraph 8.3.1, the college shall notify the affected faculty member and his/her Federation representative.

8.4 When the faculty member is under investigation, the faculty member may be represented by a Federation representative in any meetings with the College.

8.5 During investigation, no documentation or information related to the matter under investigation will be placed in the faculty member's personnel file or released publicly unless required by law. If the investigation does not result in disciplinary action, no documentation will be placed in the faculty member's personnel file.

8.6 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 11 (GRIEVANCE PROCEDURE) if the action is alleged to constitute a violation of this Agreement. Dismissal may be grieved according to Article 13 (TERMINATION: DISMISSAL FOR CAUSE).

8.7 The parties acknowledge the need for expeditious investigations and agree to cooperate in achieving that goal.

Article 9. ACADEMIC FREEDOM

The personal life of a faculty member is not a proper concern of the College, provided that it does not adversely affect or interfere with the faculty member's effectiveness in fulfilling his or her professional obligations.

The College is committed to the promotion of responsible academic freedom for its faculty and students. The major premise of academic freedom is that open inquiry and expression by faculty and students is essential to the College's mission. Academic freedom shall be understood to include but not be limited to the following:

9.1 Academic freedom means that both faculty members and students can engage in intellectual debate without fear of censorship or retaliation.

9.2 Academic freedom establishes a faculty member's right to remain true to his or her pedagogical philosophy and intellectual commitments. It preserves the intellectual integrity of our educational system and thus serves the public good.

9.3 Academic freedom in teaching means that both faculty members and students can make comparisons and contrasts between subjects taught in a course and any field of human knowledge or period of history.

9.4 Academic freedom gives both students and faculty the right to express their views — in speech, writing, and through electronic communication, both on and off campus — without fear of sanction, unless the manner of expression substantially impairs the rights of others or, in the case of faculty members, those views demonstrate that they are professionally ignorant, incompetent, or dishonest with regard to their discipline or fields of expertise.

9.5 Academic freedom gives both students and faculty the right to study and do research on the topics they choose and to draw what conclusions they find consistent with their research, though it does not prevent others from judging whether their work is valuable and their conclusions sound. To protect academic freedom, universities should oppose efforts by corporate or government sponsors to block dissemination of any research findings.

9.6 Academic freedom means that the political, religious, or philosophical beliefs of politicians, administrators, and members of the public cannot be imposed on students or faculty.

9.7 Academic freedom gives faculty members and students the right to seek redress or request a hearing if they believe their rights have been violated.

9.8 Academic freedom protects faculty members and students from reprisals for disagreeing with administrative policies or proposals.

9.9 Academic freedom gives faculty members and students the right to challenge one another's views, but not to penalize them for holding them.

9.10 Academic freedom protects a faculty member's authority to assign grades to students, so long as the grades are not capricious or unjustly punitive. More broadly, academic freedom encompasses both the individual and institutional right to maintain academic standards.

9.11 Academic freedom gives faculty members substantial latitude in deciding how to teach the courses for which they are responsible.

9.12 Academic freedom guarantees that serious charges against a faculty member will be heard before a committee of his or her peers. It provides faculty members the right to due process, including the assumption that the burden of proof lies with those who brought the charges, that faculty have the right to present counter-evidence and confront their accusers, and be assisted by an attorney in serious cases if they choose.

9.13 Academic freedom includes the assessment of student academic performance, including the assignment of particular grades and the following principles in assigning grades: (1) the individual faculty member has the responsibility for the assignment of grades; (2) students should be free from prejudicial or capricious grading; and (3) if the instructor does not initiate a change of grade, no grade may be assigned or changed without following the Grade Appeal Process of NNMC. The review of a student complaint over a grade should follow the current procedure established by the Scholastic Standards Committee.

9.14 Academic freedom does not mean a faculty member can harass, threaten, intimidate, ridicule, or impose his or her views on students, college faculty members, staff members, college administrators, and other members of the college community.

9.15 Student academic freedom does not deny faculty members the right to require students to master course material and the fundamentals of the disciplines that faculty teach.

9.16 Neither academic freedom nor tenure protects an incompetent faculty member from losing his or her job. Academic freedom thus does not grant an unqualified guarantee of lifetime employment.

9.17 Academic freedom does not protect faculty members from colleague or student challenges to or disagreement with their educational philosophy and practices.

9.18 Academic freedom does not protect faculty members from non-college penalties if they break the law.

9.19 Academic freedom does not give students or faculty the right to ignore college regulations, though it does give faculty and students the right to criticize regulations they believe are unfair.

9.20 Academic freedom does not protect students or faculty from disciplinary action, but it does require that they receive fair treatment and due process.

9.21 Academic freedom does not protect faculty members from sanctions for professional misconduct, though sanctions require clear proof established through due process.

9.23 Neither academic freedom nor tenure protects a faculty member who repeatedly skips class or refuses to teach the classes or subject matter assigned.

9.24 Academic freedom does not allow a faculty member to prevent a talk or a performance.

9.25 Academic freedom does not protect a faculty member from investigations into allegations of scientific misconduct or violations of sound college policies, nor from appropriate penalties should such charges be sustained in a hearing of record before an elected faculty body.

9.26 Control of presentation includes selection of subject matter including online resources (e.g. publisher's website content) to be covered and of textbooks and other materials to be used. Because these choices are reflected in various administrative concerns, decisions as to topic coverage and selection of texts and materials are subject to the approval of the faculty member's immediate supervisor. Mindful of the importance of academic freedom, the immediate supervisor shall not disapprove a faculty member's decision in these areas arbitrarily or without justifiable cause. In the event faculty members believe disapproval of their texts or materials by their supervisor is unjust, they may appeal to the next higher administrative level as explained in the grievance procedure.

Article 10. PROGRESSIVE DISCIPLINE

10.1 The Federation and the College agree that the general purpose of discipline is to correct unsatisfactory performance and/or misconduct. Any discipline requires good and just cause. Progressive discipline may be utilized when management determines that the merits of a particular case warrant such an approach. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

10.2 Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. Examples of the least severe discipline consist of verbal and written warnings. More severe disciplines consist of written reprimands, suspensions and terminations.

10.3 Faculty member shall be entitled to Federation representation at any meeting called to deliver a verbal warning, a written warning, administer a letter of reprimand or more severe disciplinary action or any meeting which may result in discipline.

10.4 Faculty member may be discharged in accordance with Article 13 (TERMINATION:DISMISSAL FOR CAUSE).

10.5 Discipline is designed to give a faculty member an opportunity to correct employment behavior and performance. Every reasonable effort will be made to ensure acceptable work performance by employees. When problems with employee behavior that affects the workplace or performance arise, a supervisor will seek to correct the problem with the least amount of disruption to the work environment. Serious infractions may result in immediate suspension from work with or without pay.

a. Verbal warning

An employee is issued a verbal warning for minor infractions or to correct minor faults in an employee's job performance. Verbal warnings are issued during a private conference between the supervisor and the employee where the supervisor explains the problem and recommends a process the employee must accomplish to return to satisfactory status. The employee is informed that the conference is being conducted for the purpose of issuing a verbal warning.

b. Letter of reprimand

Should contain the following information: a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior or performance may result in further disciplinary action. The written reprimand is issued and discussed with the employee in private conference with the supervisor and must have been discussed with the employee previously. A copy of the written reprimand will be given to the employee and a copy placed in the employee's official personnel file. The written reprimand will also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

c. Discipline resulting in dismissal must follow Article 13 (TERMINATION:DISMISSAL FOR CAUSE).

10.6 Unapproved absences may result in disciplinary action.

10.7 Grievances of disciplinary actions are governed by Article 11 (GRIEVANCE PROCEDURE).

Article 11. GRIEVANCE PROCEDURE

11.1 Purpose

The purpose of this grievance procedure shall be defined as a claim that a provision or provisions of this agreement have been violated. The Federation and the College agree that this is the only grievance procedure available to faculty members of the bargaining unit.

11.2 Definitions

- a. A "grievance" shall be defined as a dispute pertaining to a claim that alleges a violation of this Agreement.
- b. A "grievant" shall be any faculty member, group of faculty members, or the Federation.
- c. "Days" shall mean workdays and shall not include holidays or recesses observed by the College.

11.3 Procedures

- a. Grievance proceedings shall be kept informal and confidential at all levels of this procedure. Breach of confidentiality may result in disciplinary action.
- b. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
- c. If the College fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
- d. If the grievant fails to comply with the grievant's time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.
- e. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
- f. A grievance shall not be considered unless the grievant files the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action that precipitated the grievance.
- g. No reprisal or retaliation by any party to the grievance shall be taken against any party as a result of participation in the proceeding of a grievance.
- h. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
- i. A faculty member, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. At any hearing of a grievance brought individually by a faculty member, the Federation as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment made shall be consistent with the provisions of this Agreement.
- j. If a grievance affects a group of two or more faculty members of the bargaining unit or involves a decision or action by the College that has a system-wide impact, the Federation may submit the grievance on behalf of the affected faculty members at Level Two of this procedure. The parties may submit this grievance at Level One if all of the members of the bargaining unit affected by the grievance have the same supervisor.
- k. The parties shall cooperate in any investigation that may be necessary in order to expedite the process.
- l. All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.
- m. All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in an Appendix of this Agreement.

- n. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-instruction time.
- o. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.

11.4 Level One

- a. A grievant shall first submit the grievance in writing to the grievant's immediate supervisor, either directly or through the grievant's Federation representative, with the objective of resolving the issue informally.
- b. If the grievance is not resolved with the immediate supervisor, or the immediate supervisor has not responded within ten (10) workdays of the grievance filing, a grievance may be filed at Level Two.
- c. If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. Management may defer the grievance back to Level One if the supervisor at that level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of receipt of the grievance.
- d. If the grievant is not satisfied with the immediate supervisor's disposition, the grievant may appeal the grievance to Level Two (the Dean) no later than ten (10) days following the receipt of the immediate supervisor's decision.

11.5 Level Two

- a. No later than ten (10) days following receipt of the written grievance, the Dean shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to question witnesses brought by the other party.
- b. No later than ten (10) days following the conclusion of the meeting, the Dean shall submit the written response to the grievant and the Federation.

11.6 Level Three

- a. If the grievance is not settled at Level Two and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Three (Provost), it shall be appealed, in writing, to the Provost within ten (10) workdays after receipt of the decision at Level Two.
- b. No later than ten (10) days following the conclusion of the meeting, the Provost shall submit the written response to the grievant and the Federation.

11.7 Level Four

- a. If the grievance is not settled at Level Three and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Four (President or designee), it shall be appealed, in writing, to the President within ten (10) workdays after receipt of the decision at Level Three.
- b. Within ten (10) workdays the President, or the designated representative, provided said person has not been previously involved in Levels One, Two or Three, shall discuss the grievance with the grievant(s) and Federation representatives, if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) workdays following such meeting.

11.8 Arbitration

- a. If both the grievant and the Federation are not satisfied with the President's written disposition, the Federation may appeal the grievance to arbitration by submitting a written request for arbitration to the President no later than ten (10) days following the receipt of the President's or designee's written decision.
- b. The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.
- c. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
- d. The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to add to or subtract from or extend or detract from the rights of employees covered by this Agreement.
- e. The arbitrator's decision shall be final and binding on the parties.
- f. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the cost.

Article 12. PERSONNEL FILES

12.1 The College shall maintain one (and only one) official personnel file for each member of the faculty.

12.2 The file will be located in the Office of Human Resources.

12.3 A faculty member will be permitted to review the material contained in his or her file. At the time the file is reviewed, the faculty member shall sign and date a form maintained in the personnel file.

12.4 The College will provide a faculty member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the faculty member. The faculty member may submit a written response to any document placed in the faculty member's personnel file. This response shall also be placed in the faculty member's file.

12.5 A faculty member may be accompanied by an Association representative while reviewing his or her file. In addition, a faculty member may allow a Federation representative to view his or her file provided that the faculty member makes such authorization in writing. The Human Resources Director or his or her designee must be present during any review of personnel files.

12.6 A faculty member may request a copy of his or her personnel file at any time. The copy will be made available to the faculty member within three (3) working days at the current cost per copy.

12.7 Faculty members may also place in their file materials relevant to their academic qualifications, teaching, research, scholarship, and service.

12.8 If a member of the Bargaining Unit considers material in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request to the Provost in writing that the material be removed. The Provost shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the Provost explains to the faculty member why it is still relevant. However, "core documents" such as contracts, legal settlements, and notices of disciplinary action, shall remain in a faculty member's personnel file irrespective of age.

12.9 All material placed in a faculty member's file is subject to the grievance procedure if the placement is alleged to violate this Agreement.

Article 13. TERMINATION: DISMISSAL FOR CAUSE

13.1 The Provost shall inform the faculty member whose tenure or appointment is intended to be terminated, in writing, of the reason(s) for the suggested termination (Notice of Charge). For the period that the faculty member is on contract during the dismissal process, the President may place the faculty member on leave with pay. In cases of possible termination as a result of the Post-Tenure Review Process the faculty member moves immediately to section 13.6 of this article for an appeal process.

13.2 Upon serving the Notice of Charge, the Provost shall notify the Chair of the Tenure and Promotion Council, who will assign no more than 5 members of the Council to conduct the hearing and follow the pre-termination hearing process outlined below. The Provost and the faculty member may challenge any assigned member of the Council on the basis of a conflict-of-interest, such as a current relationship, which might lead to the appearance of bias on the part of the Council member. The Chair shall evaluate the possible conflict of interest, make a decision whether the council member shall serve or be replaced, and so notify the parties within three (3) working days of receipt of the objection.

13.3 The faculty member against whom the Notice of Charge is directed shall submit a written response to the charges within ten (10) working days after receiving the Notice of Charge and shall state in the response whether the Faculty member will be represented by a union representative, attorney or other advisor at the hearing. If the faculty member does not submit a written response to the charge, the council shall consider if the stated grounds constitute adequate cause directly and substantially related to the fitness or competence of the faculty member and it may conclude without further inquiry that dismissal would be proper. At its discretion, however, the Council may investigate the charges and request that the Provost provide additional evidence. Within ten (10) working days following the faculty member's failure to respond, the Council shall forward its recommendation, with the reasons stated, to the Provost for further action.

13.4 If the faculty member submits a written response to the charges, the hearing procedures set forth shall be followed. In the proceedings, the College will be referred to as the "Complainant" and the faculty member will be referred to as the "Respondent". The Administration has the burden of demonstrating adequacy of cause based on the evidence in the record under a preponderance of the evidence standard. The hearing procedures are listed below.

- a. After receiving the faculty member's written response the Chair of the Tenure and Promotion Council shall schedule a hearing to occur as soon as practicable, but not more than (20) working days after receiving the written response. The notice of the hearing shall be served in adequate time for the parties to provide all information required by subparagraph (d) below.
- b. The Faculty member may request either a private or a public hearing.
- c. Neither the Rules of Evidence nor the Rules of Civil Procedures shall apply to the hearing.
- d. At least ten (10) working days before the hearing, each party shall provide the Council and the other party with the information listed below.
 1. List of intended witnesses, or a statement that no witness will be called. No witnesses other than those on the list may testify without the consent of the Council.
 2. Any statement of an absent witness. If such a statement is submitted, the

other party may submit a further statement by that witness at least five (5) working days before the hearing, if obtained. If the absent witness does not cooperate in the submission of a further statement, the other party may request that the absent witness's statement not be accepted by the Council. This paragraph does not preclude a witness from testifying regarding witness statements gathered during the investigative process.

3. Copies of documents the party plans to introduce into evidence. No other documents may be introduced without the consent of the Council and without a demonstration of good cause that the evidence was new or could not be obtained with due diligence before the deadline.
- c. The order of the hearing shall be as described below.
1. Opening Statements
 2. Complainant's presentation of case
 3. Respondent's presentation of case.
 4. Rebuttal by complainant, if any.
 5. Rebuttal by respondent, if any.
 6. Closing arguments by complainant with the option to reserve time for rebuttal arguments.
 7. Closing arguments by respondent.
 8. Rebuttal argument only if time reserved.
- f. The Council may exclude unfair, irrelevant, or duplicative evidence but will not be bound by judicial rules of evidence. The Council may reasonably and evenly set time limitations on the hearing and each component of the hearing.
- g. Parties shall have the right, within reasonable limits, to question all witnesses. Statements of absent witnesses shall be allowed only if provided in advance (as by being available for questioning and for an additional written statement if desired by the opposing party).
- h. All parties shall have the right to be present at the hearing and to be accompanied, advised and/or represented by an attorney, other representative or, in the case of the faculty member, a union representative.
- i. Witnesses shall be present only to testify.
- j. A verbatim record of the proceedings shall be made; an audio or video recording shall suffice and a written transcript is not required. A copy of all exhibits introduced during the hearing shall be preserved for review.
- k. After the conclusion of the hearing, the Council shall recess for closed deliberations. All decisions of the Council shall be by majority vote, the Chair voting in case of a tie. The Council shall issue a written recommendation of its findings to the President within three (3) working days of the conclusion of the hearing.

13.5 Role of the President. The President of the College will consider the findings and recommendation of the Council and may review the record and exhibits of the Council hearing. The President shall inform the faculty member of the intended action by the College. If the President decides upon dismissal of a non-tenured faculty member, a Notice of Dismissal will be issued to the faculty member and employment will be terminated effective with the Notice of Dismissal. Within five (5) days of the Notice of Dismissal, the faculty member may request a list of reasons for dismissal. If the President decides upon dismissal of a tenured faculty member, a Notice of Dismissal will be issued to the faculty member containing the reasons for dismissal and employment. Unless appealed, termination will be effective ten (10) working days from the date of the Notice of Dismissal.

13.6 Appeal to the Board of Regents for tenured faculty members. The tenured faculty member may appeal his employment termination to the Board of Regents by submitting a written request within five (5) working days of the President's decision. Such appeal shall be decided by the Board based on its review of the record and exhibits of the Council hearing and the President's reasons listed in the Notice of Dismissal. No additional testimony, exhibits or presentation will be received by the Board. The Board shall meet within twenty (20) calendar days to consider the appeal. Within fifteen (15) calendar days of the Board's review of the appeal, the Board shall notify the faculty member and the Provost, in writing, of its decision with respect to the appeal; and its decision shall be final and binding on the parties.

13.7 Any bargaining unit member may grieve the dismissal in accordance with Article 11 (GRIEVANCE PROCEDURE).

Article 14. SENIORITY

14.1 Seniority shall be defined as the total length of time of continuous full-time employment in a tenure-track position at the College.

14.2 Seniority credit shall commence with the full-time faculty member's most recent date of full-time employment as described in paragraph 14.1. above.

14.3 Time spent on paid leave shall be counted for seniority purposes.

14.4 Time spent on approved unpaid leave shall not constitute a break in continuous service but shall not be counted for seniority purposes.

14.5 The College will maintain a seniority list of all faculty members in the bargaining unit ranked in order of seniority within each contractual academic discipline.

14.6 Upon request, the College will provide the Association with a copy of the faculty seniority list.

14.7 Seniority shall be forfeited in circumstances, including, but not limited to resignation, termination, or retirement.

14.8 Seniority is not lost in the situations below:

- a. A faculty member is part of a reduction in force and is subsequently rehired. In such a situation, the individual retains the seniority he or she had when terminated.
- b. A faculty member moves into an administrative position and back to a faculty position. In such a situation, the individual accrues seniority as if he or she stayed in a faculty position.

Article 15. REDUCTION IN FORCE

15.1 The College shall have the right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF).

15.2 When the College anticipates a RIF that will result in the discharge or termination of faculty members in the bargaining unit, the College will notify the Federation in writing of the anticipated RIF at least twenty (20) workdays prior to the implementation of the RIF. The notice shall include the affected program(s), faculty member(s), the expected date of the RIF, and a brief description of the circumstances necessitating the RIF.

15.3 Prior to the implementation of the RIF, the Federation may submit recommendations regarding downsizing or formally discontinuing a program or department of instruction and will be sent to the Vice President of Academic Affairs for consideration. The Faculty Senate will be notified of this recommendation as well. Every faculty member shall be associated with one academic program at NNMC and this will be documented with Human Resources.

15.4 The Federation may request in writing to meet with the College President and/or designee to discuss possible alternatives to the RIF, provided such request is made no later than five (5) workdays after the receipt by the Federation of the College's notice of intent to RIF.

15.5 The College will consider ways of avoiding the need for a RIF through the use of both voluntary and involuntary transfers.

15.6 The determination as to which faculty member is to be laid off shall be based on factors including, but not limited to, the following: education (advanced education and training related to the field); relevant employment experience; full certification or licensure; evaluations; additional certification, outside activities related to the field or program being affected; and, program needs or requirements.

15.7 The College will attempt to place the affected faculty member in a vacant full time position for which they qualify. If an affected faculty member does not accept an offered position, they shall have no recall rights under this article.

15.8 Whether the Federation exercises its option to meet with the College in accordance with 15.3 above or not, the Federation may submit recommendations or alternatives to the RIF.

15.9 A faculty member laid off as a result of a RIF shall have recall rights for a period of no longer than one academic year from the effective date of the RIF. The factors used for determining the order of recall shall include, but not be limited to, those enumerated in 15.5. above. A faculty member notified of recall shall have fifteen (15) calendar days to accept the position. A faculty member who refuses an offered position shall have no further rights to employment. Failure to respond within the time frame shall be considered a refusal of employment.

15.10 Upon lay-off, a faculty member may continue to participate in health insurance benefits by contributing the full premium in accordance with the provisions of COBRA.

15.11 Upon request, a laid-off faculty member shall be placed on the College's approved substitute and adjunct faculty lists.

15.12 The Provost may identify programs for review. Program Review should include information on costs, enrollment, student-faculty ratios, societal need, program quality and other criteria appropriate to the particular situation.

Article 16. FACULTY RESPONSIBILITIES AND DUTIES

16.1 Professional Ethics

Faculty members shall demonstrate respect for the students, college faculty members, staff members, college administrators, and other members of the college community in their role as intellectual guides, foster honest academic conduct, and promote an atmosphere that is conducive to learning and the acquisition of scholarly standards. They shall strive to help each student realize his or her potential as a worthy and effective member of society.

16.2 Collegial Respect

Faculty member will demonstrate respect for their colleagues, uphold academic ethics, collaborate, and model the culture of the academy. In fostering an environment of collegial respect, faculty will observe basic etiquette, honor each other's intellectual domain and individual strengths while collectively working towards meeting the needs of students in fulfillment of NNMC's mission.

16.3 Faculty Duties

Each faculty member shall be responsible for the following:

- a. Become familiar with College policies and procedures
- b. Be able to explain to students the course content and requirements and distribute a course syllabus during the first day of scheduled class
- c. Meet every assigned class at its designated time except for illness, emergency situations, and approved absences
- d. Assume responsibility for the security of College facilities and equipment
- e. Maintain a classroom that is conducive to learning and indicate a sincere interest in students' education
- f. Arrange for equipment, supplies, and materials necessary for instruction
- g. Advise students concerning academic achievement, absences, and tardiness that might jeopardize satisfactory progress
- h. Emphasize to all classes the importance of prompt, regular and continuous class attendance
- i. Maintain accurate scholastic records of students enrolled in each class, and submit course enrollment correction forms to the registrar by due date, and grade reports to the Registrar's Office by due date
- j. Refer students who need special consideration to the appropriate student services
- k. Report all irregularities, questions, or problems concerning instruction to the department supervisor
- l. Keep credentials and certifications (as required) current and on file in the Human Resource Office
- m. Conduct assigned classes in accordance with the stated philosophy and objectives of the College and in accordance with the approved master course syllabus
- n. Participate in all activities directed by the supervisor related to student learning outcomes assessment and accreditation processes when they are required by the program of study
- o. Participate in all activities directed by the supervisor related to student advisement, student recruitment, and student retention
- p. Initiate purchase requisitions as appropriate
- q. Recommend course textbook and submit it to the appropriate textbook adoption website
- r. Recommend the selection of library books, reference materials, and periodicals for the Library
- s. Perform registration duties
- t. Attend and support activities of the College such as scheduled and special faculty and department meetings and assigned committee meetings

Article 17. ACADEMIC CALENDAR AND WORK YEAR

17.1 The work year is normally defined by the academic calendar, which is approved by the Administration after consultation with the Federation.

17.2 The academic calendar for Fall shall begin with the convocation week and shall end with the date that final grades are due for the Spring semester. Faculty are required to attend the Fall and Spring convocation week events and the Fall and Spring Graduation ceremonies.

17.3 The following holidays will be observed during the term of this Agreement:

- a. Labor Day
- b. Fall Break as defined in the Academic Calendar
- c. Veteran's Day
- d. Thanksgiving, the Wednesday prior, and the Friday following
- e. All days when the college is closed for Winter Break
- f. Martin Luther King's Birthday
- g. Good Friday
- h. Spring Break as defined in the Academic Calendar.

Article 18. WORKLOAD

Faculty workloads shall be distributed among all faculty members. The preparation of teaching schedules shall be the responsibility of the Dean and the Department Chairperson. The Dean and the Chairpersons will consider recommendations from faculty members. The College shall continue to notify the faculty member of his/her tentative teaching schedule. Changes in faculty member's teaching schedule may be made as the need arises and faculty shall be notified of said changes. The final determination of teaching schedules shall be made exclusively by the College. Monitoring of workloads is the responsibility of the supervisor and is intended to ensure that responsibilities are equally distributed. With approval of the Provost, the Dean may grant release time for special assignments or responsibilities.

Normal working hours are between 8:00 am and 5:00 pm, Monday through Friday, unless the faculty member teaches evening or weekend classes, in which case the hours must be kept as appropriate for that faculty member's normal teaching schedule. Any proposed deviation from these requirements must be justified in writing and approved by both the Chair and the Dean.

The College does not attempt to enforce an eight-hour working day for faculty. However, faculty members are employed on a full-time basis and are required to be available when they are under contract during normal working hours including periods when classes are not in session and the college is open.

Faculty members are required to attend the Fall and Spring convocation week events and the Fall and Spring Graduation ceremonies. Faculty members are required to one "Assessment Day" per academic year and it shall be scheduled in the Academic Calendar.

The workload distribution will be determined in coordination with the supervisor based on the following four criteria:

- Teaching effectiveness. The teaching of students is central to the mission of NNMC. Given the mission of the College, candidates must demonstrate excellence in teaching, including assessment of student learning. Classes are to be met as scheduled including final exam week.
- Advising. Faculty must be committed to the academic well-being of students. Effective advising helps create an environment that fosters student learning and student retention.
- Service to the College community. Faculty members are expected to provide service to the College, its students, programs, and professional disciplines, as collegial and constructive members of the College and the broader community.
- Scholarship, mastery of discipline, professional development, and research. All faculty should be positively engaged in their disciplines and should be recognized for their expertise.

In particular, the teaching load is determined with the following parameters:

18.1 Academic Year Teaching Load

The normal teaching load for full-time faculty is twelve (12) credit hours per semester (not to exceed 12 credit hours). When appropriate or mandated by an outside governing body, supervisor may approve 12 contact-hours as an exchange of physical presence on Campus for student advisement, accreditation, recruitment or other activities.

Release time may be granted by the Dean with approval of the Provost for program/departmental initiatives that include program development, grants writing and/or grants management.

When a faculty member is teaching two or more scheduled classes at the same time, only one of the classes will be counted in the workload computation. Workload for courses that are co-taught will be calculated equally by dividing the normal workload of the particular course by the number of faculty members teaching it or in a pro-rated way if the workload is not equally distributed among the faculty members. In special situations, such as co-op courses, lab courses, field experiences, capstones, independent studies, and practicums, the workload credit hours shall be computed by the Chairperson or Dean with the Provost's approval. The Faculty Senate will develop guidelines on credit hours equivalences for the above-mentioned special teaching assignments, that shall be negotiated between the Federation and NNMC Administration in Spring 2020.

Full-time faculty members shall be present on campus for all professional duties and obligations, including but not limited to classes, departmental meetings, accreditation work, and faculty meetings called by the Dean/Provost or President. Full-time faculty shall schedule a minimum of five (5) hours per week, in person on campus, for office hours. Office hours shall be posted on their office door and online on Self-Service Banner.

18.2 Teaching Overload

When a faculty member teaches in excess of twelve (12) credit hours during a semester, the department Chair or Dean may approve the overload. However, to determine if an overload exist, all courses taught by the faculty member will be considered and the twelve (12) credits of the normal teaching load will be determined by the courses with the highest enrollment. The courses that will be paid as overload will be those courses with the lowest enrollment. The compensation for an overload is addressed in Article 36 (COMPENSATION).

18.3 Student Advising

Each faculty member shall serve as an advisor to students. Advisors shall assist students in course selection, scheduling, and in meeting requirements for certificate or degree programs. When necessary, students shall be referred to the appropriate support services for assistance. Full-time faculty shall schedule advisement hours every semester. Advising hours shall be posted on their office door and on Department Website.

18.4 Class cancellations

In order to meet accreditation standards, faculty members shall not cancel scheduled classes in any circumstances without prior written supervisor approval. For absences that are approved in advance by the program or department chair, instructors should find an acceptable substitute for their classes or obtain the chair's approval for an alternate means of making up the student contact hours. For unanticipated absences such as illness or family emergency, instructors must notify the program or department chair or academic dean as soon as possible so that arrangements can be made regarding classes and other scheduled activities. Instructors should find an acceptable substitute for their classes or obtain the chair's approval for an alternate means of making up the student contact hours. Failure to notify the program or department chair of a missed class meeting or excessive absences from class obligations may result in disciplinary action.

18.5 Course delivery/schedule changes

Faculty members shall not change the delivery method of instruction or the approved schedule of classes and assigned classroom under any circumstances without prior written supervisor approval and without advance notification to the office of the registrar.

18.6 Academic year contract

Faculty members are engaged and paid on the basis of an academic year contract, including days when the College is open and classes are not in session. Supervisors may require attendance any day during the term of the contract.

18.7 Contract length

All contracts shall be issued for one academic year (9-months). For additional months of service, the College will issue a supplemental contract. For compensation refer to Article 36 (COMPENSATION).

Article 19. FACULTY EVALUATION

Evaluation of faculty members will be consistent with NNMC's Mission, Vision, Strategic Goals, and Core Values.

19.1 Types of Evaluation

a. Annual Evaluation

1. Tenured Faculty: All tenured members of the Bargaining Unit will participate in an annual evaluation. This evaluation will be formative, with plans implemented to develop and intensify the skills of the faculty member. The annual evaluation of faculty members forms a part of all other forms of evaluation like Post-Tenure review.

2. Tenure-track Faculty: All tenure-track members of the Bargaining Unit will participate in an annual evaluation. This evaluation will be formative, with plans implemented to develop and intensify the skills of the faculty member. The annual evaluation of faculty members forms a part of all other forms of evaluation like Tenure review.

b. Reappointment Review. All tenure-track faculty members are considered probationary appointments until granted tenure. Such appointments are subject to renewal on an annual basis at the sole discretion of the College. The decision regarding renewal must be made by May 15th.

19.2 Timeline for Evaluation and Reappointment Review

The evaluation for Bargaining Unit faculty includes two stages: pre-evaluation and evaluation by supervisor. During the tenure and post-tenure review processes, evaluation by the Academic Department (or College when applicable) and by a Tenure Council is added as additional evaluation stages as explained in Article 20 (FACULTY RIGHTS TO TENURE).

a. Faculty members, by the end of the second week of March, will submit a Report of Activities to their supervisor. The supervisor will schedule an evaluation meeting which must be completed before April 30th. Concurrently with the evaluation process, the supervisor will perform the pre-evaluation process which consists only on setting up the goals for the following academic year. For new faculty members, the Pre-evaluation will be done no later than August 30th of their first year.

b. The supervisor will make a reappointment recommendation for probationary faculty. If the supervisor recommends reappointment and there is any area in the Evaluation that was rated "unsatisfactory" or "needs improvement", a corrective action plan will be submitted to the Office of the Provost and the Office of Human Resources no later than May 15th. For tenured faculty, a corrective action plan will be assigned to address any area that is rated "unsatisfactory" or "needs improvement". If there is any area in the Evaluation that was rated "unsatisfactory" or "needs improvement", a corrective action plan will be submitted to the Office of the Provost and the Office of Human Resources no later than May 15th.

c. For probationary faculty, the reappointment recommendation made by the supervisor

will be first evaluated by the Dean and the Dean will make a recommendation to the Provost. The decision of the Provost is final and will be communicated to the faculty member in writing no later than May 15th. The only grounds for appeal available to the faculty member are for an alleged violation of this Agreement. Such appeals are sent through the procedures outlined in grievance process (Article 11 of this Agreement).

Article 20. FACULTY RIGHTS TO TENURE

Tenure serves to ensure faculty and institutional stability, secure justice for its individual members, insure the welfare of students, protect academic freedom and promote the interests of the public. Faculty members achieve tenure at the College by consistently fulfilling faculty duties and actively participating in the development and shared governance of the College.

This article takes into consideration the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors. (<http://www.aaup.org/aaup>)

20.1 Faculty Ranks

NNMC has two faculty ranks: Assistant Professor and Associate Professor. The Faculty Senate will develop a process for promotion from Associate Professor to Full Professor that shall be negotiated between the Federation and NNMC Administration in-2020.

20.2 General Guidelines

a. Tenure Track: Appointment to the tenure track is made at the time of the initial appointment to the rank of Assistant Professor unless a different rank is determined by the Provost at the time of initial offer of employment. The rank determined by the Provost cannot exceed the rank held at a previous academic institution. All faculty positions at this level at the time of their appointment shall be considered tenure track. Faculty on the tenure track must be classified as full-time, which is denoted by service on a 100% workload basis for a fiscal or an academic year contract.

b. Annual Review of Faculty: This review is intended to facilitate non-tenured faculty toward tenure and tenured faculty toward promotion. See Article 19 (FACULTY EVALUATION).

c. Classification of Rank: Academic rank refers to tenure or non-tenure-track faculty whereas administrative titles carry no rights of tenure. However, an administrator drawn from a tenured faculty rank shall retain their tenure.

d. Evaluation of Candidates for Promotion and Tenure: For promotion and tenure, candidates will be evaluated by the committee for evidence of excellence in their performance of assigned duties that include teaching, advising, institutional and community service, and mastery of discipline and scholarship.

e. Purpose of Tenure: Tenure ensures the academic freedom that is essential to an atmosphere of intellectual pursuit and the attainment of excellence in the college. In addition, tenure also reflects and recognizes a candidate's potential long-term value to the institution, as evidenced by professional performance. Tenure will be granted to faculty members whose character and achievements in serving the College's mission warrant the institution's reciprocal long-term commitment.

f. Meaning of tenure: Upon being awarded tenure, the faculty member attains the status of presumed continued employment as a member of the faculty, except for reasons of just cause or where conditions exist beyond the College's control.

g. Date of Eligibility for Tenure: Tenure is granted for achievement in academic and professional pursuits, not for years of service. Faculty members will be considered for tenure in their fifth year, but no later than their seventh year on tenure track. Faculty who were hired under the 2008 Faculty Handbook with the 3-5 year tenure timeline, will be given the option to choose from either the 3-5

year timeline or the 5-7 year timeline, but the decision must be made by the end of the 2017-18 academic year. The Faculty member cannot change his or her timeline choice after his or her decision is made. It is the faculty member's responsibility to send his or her decision in writing to his or her Dean or Chair. If the notice of the decision is not provided by the last day of the academic year, by default, the candidate will adhere to the 5-7 year timeline. If tenure is not granted, the faculty member may be offered a one-year terminal contract. Under extenuating circumstances, such as illness, a faculty member can request of the chair of the Tenure Committee that the tenure timetable be extended. The Tenure Committee will make a recommendation to the Provost, who will make the final decision on the recommendation. Time spent in the capacity as an adjunct faculty cannot be counted as time toward tenure.

h. Faculty Previously Tenured at Other Institutions: Faculty members hired into a tenure-track position, who have already earned tenure from a former institution, may be appointed with tenure at NNMC upon recommendation from the department following the procedures described in his article, after a probationary period of at least one year.

Faculty who were hired into a tenure-track position at a previous college or university may be credited with the years of experience at that institution towards tenure.

Applications may be submitted to the Tenure Committee by the second week in January and must include the following documents:

- Letter of application for tenure at NNMC
- Official documentation confirming tenure status at previous institution
- Summary of accomplishments at NNMC in the four areas of evaluation (teaching, advising, service, and scholarship)
- Current CV
- Letter of recommendation from Chair or Dean
- Letters of recommendation from two tenured NNMC faculty (within one's department, if possible)
- Letters of recommendation from students, external references, faculty or staff (optional)

The Tenure Committee will forward its evaluation of the tenure transfer application to the Provost by the third week in February and will report to the faculty applying for tenure transfer the results of the evaluation. If the Tenure Committee does not recommend tenure transfer, the committee will include in its report an explanation for this decision.

Once the recommendation for tenure transfer has been submitted to the Provost, the tenure transfer application will follow the tenure timeline and procedures as outlined in the section "Timeline for Advancement to Tenure" in this article.

20.3 Academic Division Criteria for Tenure and Promotion

All faculty seeking promotion and tenure in academic departments must hold a terminal degree in their area of expertise to be determined by the Office of the Provost in consultation with the department or college according to accreditation criteria.

Faculty seeking tenure will submit their dossier according to the section "Timeline for Advancement to Tenure" in this article. Any tenure-track faculty hired before January 1, 2019 with at least a master's degree in the field of their teaching shall be grandfathered and may apply for tenure.

The dossier must include a candidate profile with the following documents:

- Letter of application to Tenure and Promotion Council
- Summary of Tenure Packet
- All annual evaluations for the years in the tenure-track line
- Letter from the Human Resources Department confirming eligibility
- Current Curriculum Vitae
- Letters of recommendation (These letters should be from Department Chairperson/Supervisor, and/or Dean; Committee Chairs; and Colleagues. Letters from students or from external references may also be included).

In addition to the candidate profile, the dossier should address the following four criteria:

- i) Teaching effectiveness;
- ii) Advising;
- iii) College, public and community service;
- iv) Scholarship, mastery of discipline, professional development, and research;

The specific weights for each of the criteria are determined by each Academic College and specific Academic Department (when it applies).

i) Teaching effectiveness.

The teaching of students is central to the mission of NNMC. Given the mission of the College, candidates must demonstrate excellence in teaching, including assessment of student learning outcomes.

To demonstrate excellence in teaching, faculty must include the following documents in the Teaching Effectiveness Section. Each Academic College and specific Academic Department (when it applies) may have additional requirements:

- Recent course syllabi
- Student evaluations
- Teaching observation by departmental colleagues
- Letters of recommendation from colleagues
- Student learning outcomes and assessment data and analysis
- Statement of teaching philosophy
- Evidence of curriculum development

Good teaching, defined as much more than classroom activities, may be documented in a variety of ways. The following list is illustrative rather than exhaustive.

- Meeting all class sessions
- Integration of college-wide outcomes and accrediting agency (when applicable) outcomes in course syllabi, instructional design and student assessment
- Integration of technology in instructional design and delivery. Learning Management System (e.g. Blackboard) integration into the course for student learning enhancement.
- Developing online courses
- Continue course alignment, exploring new adaptive technologies into course content, board discussions, hybrid classes, etc.
- New curriculum development
- Integration of industrial credentials/standards into courses and curriculum
- Inviting speakers to classroom or general audience talks

- Mentoring undergraduate student research
- Developing intervention efforts for low performing students using tools such as Early Alert tickets
- Peer reviews based on clarity of course goals, organization, use of technology and knowledge of field
- Documents attesting to improvement in teaching
- Documentation of honors and awards given for teaching
- Implementation of innovative teaching techniques
- Participation in educational activities of professional associations
- Attendance or leadership of meetings related to your professional expertise
- Lecturing or making presentations to student groups, colleagues, or the college community
- Letters of recommendation from other professional sources
- Participation in service-learning activities

ii) Student Advising

Faculty must be committed to the academic well-being of students. Effective advising helps create an environment that fosters student learning and student retention. The formal and informal advising and mentoring of students is an indispensable component of the broader education at the College.

To demonstrate excellence in student advising, faculty must provide the following documents:

- Number of students advised
- Advisement logs or narratives

Faculty may include documents to demonstrate their efforts as pertaining to the following list, which is illustrative rather than exhaustive:

- Meeting with all assigned advisees
- Performing degree audits
- Contacting unregistered advisees
- Documenting the meeting with advisees
- Advising students that are not candidate's advisees in the absence of the primary advisor
- Mentoring or tutoring students
- Assisting students in selection of courses and career options
- Implementing special review sessions for students
- Keeping an "open door" policy toward students
- Advising all majors of your department
- Advising evening students

iii) College, Public, and College Community Service

Faculty service is essential to the College's success in serving the institution and the community. It is the responsibility of individual faculty member to perform a broad array of services that are vital to supporting and sustaining the quality and effectiveness of the College. Faculty members are expected to provide service to the College, its students, programs, and professional disciplines, as collegial and constructive members of the College and the broader community. Examples include service in faculty governance, union governance, college committees, professional organizations, governmental entities and community non-profit agencies. Each Academic College and specific Academic Department

(when it applies) may have additional or specific requirements. The following lists are illustrative rather than exhaustive:

College Service

College service means committee work at the departmental and college level. Faculty must present letters from committee chairs verifying attendance and participation on committees.

- Academic program development
- Program coordination or assistance
- Assistance with development of accreditation documents and new programs
- Student organization advising
- Attendance of departmental meetings
- Participation in departmental sponsored activities
- Arranging professional opportunities for students
- Working on activities related to departmental grants
- Participation in institutional governance including Faculty Senate, and institutional committees
- College service at the state or regional level
- Representing the college at public events
- Participation in student recruitment efforts

Community and Public Service

- Serving on boards or advisory councils at the local, state, national and international levels
- Lectures or presentations to local groups in the community
- Work done with community leaders to develop solutions to community problems
- Work done with the local community as a volunteer
- Participation in activities that increase the desire of non-college students to attend college
- Participating in student recruitment efforts

iv) Scholarship, Mastery of Discipline, Professional Development, and Research

Faculty with assignments in research will be evaluated by the standards appropriate to the field. All faculty should be positively engaged in their disciplines and should be recognized for their expertise. Each Academic College and specific Academic Department (when it applies) may have additional or specific requirements. The following are examples of professional development and scholarship. The list is illustrative but not exhaustive:

- Presentations at conferences, professional agencies or institutions
- Edited books
- Peer-reviewed journal articles
- Reviewed articles or other publications
- Participation in symposiums
- Creative work presented
- Grants awarded
- Regional or national honors
- Professional consulting
- Research
- Patents or product development
- Publications

- Service as an officer of a state, regional or national association
- Service on editorial boards
- Service on a professional task force
- Participation in curriculum development in candidate's discipline at the state or regional level
- Writing grant proposals
- Grant proposals reviewed
- Contributions to improve teaching technology
- Demonstrated growth in subject matter
- Demonstrable command of subject matter
- Contributions to curriculum development
- Demonstrable quality improvement in teaching strategies incorporating new technologies (where applicable) and new approaches to learning

When Academic Colleges and Academic Departments have specific requirements for the four criteria (including a different weighting system for each factor), those requirements will be published on the NNMC website (faculty resources section) and the Tenure and Promotion Council will use them during the applicant's dossier evaluation.

20.4 Tenure and Promotion Council

During the fall of the academic year, a five-member Tenure and Promotion Council will be elected from the Tenured Faculty of the Academic Division of the College. All tenured faculty are eligible to serve on the Council with no more than one representative from a department. The Council member will serve a three-year term. With the approval of the Provost and in consultation with the appropriate Dean, the Tenure and Promotion Council may include non-voting members who are external tenured faculty members with another institution as consultants in the area of expertise of the applicant.

If a Tenure Council member is aware of a conflict of interest, he or she has an obligation to recuse his or herself from the review of a particular applicant. The Tenure Committee can also request that a Tenure Council member recuse his or herself by a majority vote. In addition, a faculty member can only vote on the Tenure and Promotion Council if he or she has not voted on the candidate at the departmental level.

It is understood, for a variety of reasons, there might exist a conflict of interest between tenure applicant and a member of Tenure Council. In this case, the tenure applicant can petition to remove one Tenure Council member only from the review of said applicant's tenure portfolio and on subsequent recommendations of tenure vote. In this case, the Tenure Committee will appoint a temporary replacement member by a majority vote prior to taking a majority vote to determine if the petition should be granted.

20.5 Timeline for Advancement to Tenure

- a. To assist eligible tenure-track faculty in preparation for the actual application for tenure and promotion, an ad-hoc committee formed from the Tenure Committee and Personnel Committee members shall be formed in Fall 2019 in order to develop a formal pre-evaluation procedure. Proposed pre-evaluation procedure shall be negotiated between the Federation and NNMC Administration in Spring 2020.

b. Eligible faculty members in their 5th year but no later than 7th year on the tenure track must meet college-wide criteria and additional specific criteria published by their departments. See Section “General Guidelines” for the timeline applicable to faculty hired under the 2008 Faculty Handbook. Department Chairs will provide a current copy of the criteria for promotion and tenure to each tenured and tenure track faculty member in their department, to the Tenure Committee, and to the Office of the Provost. To apply for promotion and/or tenure, the eligible faculty member (hereafter candidate) will provide a dossier to the department chair by the last week in September. The candidate will prepare a dossier (no more than one three-inch-thick, three-ring binder plus any supporting materials) showing fulfillment of the tenure requirements. If no chair is present, the dean will designate a tenured faculty member (preferably within the department) to initiate the departmental review. The dean can also serve as the convener. We henceforth denote the chair or designee as the convener.

c. The convener and tenured faculty within the department will have until the end of the third week in October to evaluate the dossier. The evaluation will include a record of all votes (for, against, abstention and absent) in the departmental review of the candidate. The convener also records the justification for the final departmental decision referencing the strengths and weaknesses of the candidate.

d. The convener sends a letter to the candidate and Tenure and Promotion Council, summarizing the departmental review by the fourth week in October. The candidate’s dossier is also given to the Tenure and Promotion Council. The convener on behalf of the department will provide a completed rubric or evaluation tool which summarizes the evaluation of the candidate by the department.

e. By the first week of the spring semester, the Tenure and Promotion Council sends its recommendations to the Dean and Provost, along with the recommendation of the department. Tenure candidates must receive at least one positive recommendation from either the department or the Tenure and Promotion Council in order for the candidate’s tenure application to be considered for tenure review by the Provost. Candidates who do not receive a positive recommendation from either the department or the Tenure and Promotion Council will not be recommended for tenure.

f. By the last day of February, the Office of the Provost informs the faculty member of the recommendation (positive or negative) in writing.

20.6. Actions of the Board of Regents

Tenure is awarded only by positive action of the Board of Regents upon recommendation of tenure by the President. Such action must be taken no later than the seventh provisional year, on or before April 30th. Following the Board of Regents’ action, the Provost provides official notification to the candidates and their supervisors, Chairperson, Dean, and to the chair of the Tenure and Promotion Council. Assistant Professors who are granted tenure will be promoted to the rank of Associate Professors.

20.7 Denial of Tenure

If tenure is not awarded, the faculty member may be offered a one-year terminal contract.

Denial of recommendation of tenure by the Provost or following positive recommendation by Tenure and Promotions Council. If in the course of tenure application, both the department and Tenure and Promotions Council make a positive recommendation to the Provost, and the faculty member is denied a recommendation of tenure by the Provost or President, that faculty member may appeal to the Board of

Regents the decision-within 10 working days from the date of notification in writing that the Provost or President has denied a recommendation of tenure. The faculty member has the right to file a grievance regarding procedural violations related to the Tenure process.

20.8 Privileges of Tenured Faculty

a. The appointment of a tenured faculty member shall run until the member's separation from employment with the College, subject to the following limitations: Any dismissal or non-renewal of the contract of a tenured member of the faculty shall follow the procedure discussed in Article 13 (TERMINATION: DISMISSAL FOR CAUSE) or Article 15 (REDUCTION IN FORCE).

b. Sabbatical leave may be granted to tenured faculty members in accordance with Article 25 (Sabbatical Leave).

c. Tenured faculty members appointed to administrative positions will retain tenure status as faculty. If a tenured faculty member serving in an administrative position returns to a faculty position for which they are qualified, that tenured faculty member returns to the position with tenure. In this case, the faculty member's salary will be determined either by their last salary as faculty member before the appointment to the administrative position or the salary in the faculty salary matrix, whichever is higher. The years served in the administrative roles of President, Provost, or Dean positions will count towards the years of service for the salary matrix when they resume their faculty position.

Article 21. POST TENURE REVIEW

21.1 Purpose of Post-tenure Review

The intent and purpose of post-tenure review is to promote continued professional development, to provide the necessary means for enhancing future achievement, and to recognize excellent performance among tenured faculty. A post-tenure review policy is required for the institution to comply with policy as set forth by New Mexico state statute.

21.2. Policy

Post-tenure review is a cooperative effort in planning, goal setting, reporting, enhancing, and championing the role of faculty at the institution. It is undertaken with recognition and preservation of principles of academic freedom. It is conducted at the Academic College level for the purposes of 1) recognizing faculty performance; 2) enhancing each individual's future achievement; 3) communicating to the faculty member specific areas in need of improvement (if any) related to performance in scholarship, teaching, advising, and service.

21.3 Process:

Post-Tenure Review. Post-tenure review constitutes the evaluation of the faculty member's fulfillment of goals and progress toward both short and long-range goals in teaching, advising, scholarly activity, and service. These shall be formally reviewed according to departmental standards and procedures, and, when necessary, modified during subsequent post-tenure reviews. In addition, the review should identify resources available for faculty to continue to fulfill departmental standards. The supervisor's report of the results of the post-tenure review shall be forwarded to the faculty member, the Dean, and the Provost.

21.4 Performance Ratings

At the conclusion of each annual evaluation, the supervisor shall assess the faculty member's performance using the College's faculty evaluation form with the following ratings.

- Outstanding
- Exceeds Expectations
- Meets Expectations
- Below Expectations
- Unsatisfactory

In the event that the tenured faculty member is being reviewed by a non-tenured supervisor, the faculty member may request that a tenured supervisor be present at or participate in his or her review.

- Outstanding, Exceeds or Meets Expectations Ratings. Supervisors and Deans may determine appropriate means to recognize Exceeds or Meets Expectations performances, and to reward Outstanding performances.
- Below Expectations and Unsatisfactory Ratings in Any Area of the Faculty Annual Evaluation. A Below Expectations or Unsatisfactory rating at any point in the annual evaluation shall be used by the supervisor to indicate a deficiency or deficiencies in the faculty member's performance. The supervisor shall report any unsatisfactory rating to both the faculty member and the dean. This report should include:
 - a. The deficiency or deficiencies
 - b. The necessary actions for the faculty member to undertake
 - c. A list of available resources to assist in the remediation
 - d. A reasonable timeframe for completing the actions

According to Chapter 21, Article 1, Section 21- 7.1-Post Tenure Review Process of the New Mexico Code E: "In the event a faculty member receives an unfavorable evaluation in the area of the faculty member's teaching, the post-tenure review process shall include: A two-year probation and reevaluation period; and loss of tenure if, during the subsequent probation and reevaluation period, the faculty member fails to demonstrate improvement in the area of teaching."

To be in alignment with this statute, the following remediation and probation process will be followed for post-tenure review. If a faculty member receives an unsatisfactory rating in any of the categories of the annual faculty evaluation, a two-year probation and reevaluation period will be enforced. If the faculty member fails to demonstrate improvement, a loss of tenure may occur.

21.5 Report

The supervisor shall forward the initial report indicating unsatisfactory performance to the faculty member, the Dean, and the Provost. A subsequent report shall be sent to the same parties at the end of the designated timeframe confirming whether or not the deficiency has been corrected.

21.6 Responsibilities

Supervisors shall use all available departmental, college, and institutional resources to assist the tenured faculty member in remedying the deficiency or deficiencies. Supervisors should be flexible in assessing progress if the tenured faculty member demonstrates good faith efforts. The faculty member is responsible for remedying the deficiency or deficiencies. Failure to remediate within the two-year probationary period will result in institutional action. This action may include loss of tenure and termination from the institution.

21.7 Appeals

The tenured faculty member and the supervisor shall informally attempt to resolve any disagreements regarding performance ratings. If a mutual resolution is not reached with the supervisor, the faculty member may appeal within 10 working days, in writing, to the Dean, or alternatively to the Provost when the Dean is the immediate supervisor.

Article 22. COMMITTEES

22.1 The College President or designee shall determine which institutional (non-Faculty Senate) committees will be established and the responsibilities of those committees.

22.2 When the College deems it appropriate for the Federation to be represented on a College committee, the Federation shall be represented. The number of Federation representatives shall be subject to the mutual agreement of the parties. Upon agreement the Federation President shall be given ten (10) days' notice to appoint representatives.

22.3 The Federation and the College agree that faculty committees may continue to operate according to policy.

Article 23. GENERAL LEAVES

23.1 Paid Leave. Members of the Bargaining Unit shall be entitled to the following paid leave:

a. Sick Leave/Personal Leave

1. Bargaining unit faculty shall be credited with sixteen (16) days of sick leave (computed at 7 hours per day) at the beginning of the academic year, of which three (3) days shall be considered personal leave days. Faculty commencing employment after the beginning of the academic year will be granted pro-rated sick leave.
2. Sick leave may be taken for either personal illness or illness of dependents.
3. Sick leave shall be accumulated up to a maximum of 200 days (1400 hours).
4. Faculty members shall be responsible for immediately reporting an absence to the appropriate Chair, and if unavailable, the appropriate Dean.
5. A faculty member shall be responsible for promptly completing and signing the faculty leave request and returning the request form to the appropriate Chair and if unavailable then to the appropriate Dean. A faculty member will be required to provide a physician's statement for absences of three consecutive days charged to sick leave. If a faculty member demonstrates a pattern of abuse of sick leave, the supervisor in consultation with the Human Resources Office, may require a physician's statement of absence from the faculty member for each absence.

Sick leave may be used only for the following:

- Partial days not worked when an employee, who has been on sick leave, returns to work on a part-time basis while recovering from the illness or injury
- Transporting an immediate family member for medical services
- Caring for an immediate family member, defined as spouse, parent, child, brother, sister or any other person residing in the same household of employee who becomes ill or injured and requires personal assistance from the employee.
- Doctor's appointments and other pre-scheduled health-related absences. An employee requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists.

Each employee shall be credited with three (3) paid personal leave days at the beginning of each academic year. Personal leave is subtracted from the faculty member's sick leave. Personal leave cannot be accumulated but remains in the sick leave balance if not utilized by the end of the fiscal year. The use of personal leave must be pre-approved by the supervisor. If classes must be cancelled for the use of personal leave, the faculty member will make alternative arrangements for the students. An employee shall not be required to state the reason for the personal leave.

b. Family and Medical Leave Act (FMLA)

The FMLA's purpose is to ensure that workers can meet their family obligations without fear of losing their jobs or being otherwise adversely affected by taking time off. FMLA affords workers the right to take up to 12 weeks off from work to care for themselves or family members during a covered medical event or for certain other family reasons. The faculty member can opt to use their sick leave to continue to receive pay during the leave. The faculty member must contact the Human Resources Department for eligibility requirements.

c. Bereavement Leave

Upon notification to the Chair, a faculty member may be granted up to three (3) days of leave with pay for a death in the faculty member's family. "Family" is defined as spouse, domestic partner, parent, step-parent, child, step-child, brother, sister, father- or-mother-in-law, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the faculty member. Upon approval of the Chair or Dean, additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.

d. Military Leave

Emergency military leave, temporary military leave, and indefinite military leave shall be granted to faculty members in accordance with state and federal law.

e. Voting Leave.

Unit employees, who are New Mexico registered voters, are granted, at their request, time off that does not require the cancellation of classes (2 hours'-maximum) from College duties to vote in government elections.

f. Jury Duty and Required Court Attendance

A faculty member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to the Human Resources Department. A faculty member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled work day.

g. Domestic Abuse Leave

The College provides domestic abuse leave to any employee who is a victim of domestic abuse in accordance with the New Mexico Promoting Financial Independence for Victims of Domestic Abuse Act, NMSA 1978, § 50-4A-1 thru 4A-8. Domestic abuse leave means intermittent paid or unpaid leave time for up to fourteen (14) days in any calendar year, taken for up to eight hours in one day. Leave time may be used to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorney's victim advocates or to attend court proceedings related to the domestic abuse of the employee, a minor child of the employee, or a person for whom the employee is a legal guardian. When domestic abuse leave is taken in an emergency, the employee or the employee's designee must give notice to the employee's supervisor or the College's Human Resources Department within twenty-four hours of commencing the domestic abuse leave. An employee may use paid leave time or unpaid leave time, consistent with College policies.

Certification or Verification

The College may require verification of the need for domestic abuse leave. If verification is required, an employee must provide one of the following forms of verification in a timely fashion:

A police or security report indicating that the employee or a family member as defined above was a victim of domestic abuse; or 1) copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse. The document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or

attorney; or

2) The written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or prosecuting attorney stating that the employee or a family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse. The faculty member must contact the Human Resources Department for eligibility requirements.

Confidentiality

The College shall not disclose verification information and shall maintain confidentiality of the fact that the employee or employee's family member was involved in a domestic abuse incident, that the employee requested or obtained domestic abuse leave and that the employee made any written or oral statement about the need for domestic abuse leave. The College may disclose employee's information related to domestic abuse leave only when the employee consents, when a court or administrative agency orders the disclosure or when otherwise required by federal or state law.

h. Governmental Entity

A full-time faculty member who has been duly appointed or elected as a member of a legally constituted State or Federal Board or County, Municipal or Public Utility Commission, shall be entitled to leave with pay when requested to be absent from his employment in order to attend meetings or transact business of said Board or Commission. Such leave does not apply to publicly balloted and elected offices (for example, City Council, County Commission, School District Board of Education, etc.). Any payment provided to the faculty member, other than food and travel expenses, shall either be refused or turned in to the College as reimbursement for the leave with pay.

A faculty member shall not participate in a Board or Commission if such participation will create a conflict of interest for the faculty member or the College or otherwise violates applicable conflict of interest laws. Absence from duty must be approved by the College President or his/her designee and it must not hamper the performance of his/her duties with the College. Such leave shall normally not exceed (2) days per month unless previously approved by the Board.

23.2. Leaves Without Pay

Members of the Bargaining Unit may be entitled to the following unpaid leaves:

a. Academic Leave- An extended leave of absence without pay may be granted an employee for a period not to exceed one (1) year for the purpose of teaching at another educational institution. Upon request, this leave may be extended for a period of not to exceed one (1) additional year.

b. Extended Personal Leave/Leave Without Pay- An employee may be granted an extended leave without pay for extended periods for illness or injury, personal reasons, school attendance, sickness in a family, or other purposes of a personal nature at the discretion of the Provost. A faculty member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practical. Approval may be granted for a limited duration and based on operational needs. While a leave without pay is not recommended, or granted without expectation of reinstatement, reinstatement is not guaranteed. While on an approved leave without pay, the faculty member shall be responsible for the employee and employer cost of medical benefits. A leave without pay shall not exceed one (1) academic year. Time spent on leave without pay in excess of one semester shall not count toward eligibility for tenure or promotion.

Article 24. SICK LEAVE BANK

24.1 Purpose

To provide a process whereby participating full-time faculty members of Northern New Mexico College may request additional sick leave due to a catastrophic situation involving their own medical condition, as defined in this Article.

24.2 Eligibility

Only faculty who donate to the Sick Leave Bank are eligible to become members of the Sick Leave Bank, and only members may request leave from the Sick Leave Bank. Full-time faculty: must have a minimum of eighty (80) hours of accumulated sick leave and have been employed for one academic year.

24.3 Administrative Procedure

Northern New Mexico College has a standing committee to review applications for the use of sick leave from the Sick Leave Bank and to make a determination to either approve or disapprove a request. This standing committee is comprised of the Human Resources Office, the Provost, the College Dean where the faculty member who is requesting leave is employed, and a member of the Personnel Committee (if available). If the request for additional sick leave is approved, the Sick Leave Bank Committee shall notify the employee of the decision in writing. If the request for additional sick leave is disapproved, the Committee shall notify the employee in writing of the reason(s) for the disapproval. The decision of the Committee is final.

24.4 Procedure

- a. Participation in the Sick Leave Bank is strictly voluntary.
- b. By default, all eligible full-time faculty members will donate hours to contribute to the Sick Leave Bank. If a faculty member does not want to participate and/or donate to the Sick Bank, they must sign a waiver at the same time that their annual contract is signed. A faculty member who decides not to join the Sick Leave Bank must wait until the next academic year cycle to join the Bank if they decide to participate.
- c. In order to become members of the Sick Leave Bank, during the first year of membership faculty members must donate four days (twenty-eight (28) hours) of their accumulated sick leave, based on a seven-hour day. In subsequent years, faculty will donate fourteen (14) hours based on a seven-hour day.
- d. The Sick Leave Bank Committee may request additional voluntary donations if the Sick Leave Bank is low or out of contributions.
- e. Donated sick leave will not be returned to the employee. If not utilized, the donated sick leave shall be retained in the Sick Leave Bank.

24.5 Application for Sick Leave Bank from the Sick Leave Bank

- a. Application for sick leave from the Sick Leave Bank shall not be approved until the Faculty member has exhausted all their accumulated sick leave.
- b. Employees who apply for sick leave from the Sick Leave Bank must complete the Request for Use of Faculty Sick Leave Bank Form. It must accompany the Medical Certification Form properly completed by the healthcare provider. The maximum sick leave that an employee may request from the Sick Leave Bank at any one time is forty (40) days (280 hours) based on a seven-hour day.
- c. Appropriate documentation and required forms will be forwarded to the Sick Leave Bank Committee for consideration.

- d. If approved, the Dean shall notify the employee in writing and indicate the total amount of sick leave hours which were approved.
- e. The Dean shall then notify the Payroll Manager in order that the employee's payroll records can be adjusted with the additional sick leave.
- f. If the application is not approved, the Dean will notify the faculty member in writing specifying the reason(s) for the non-approval. The decision of the committee is final.
- g. The Sick Leave Bank will operate on a first-come, first-served basis. If the Bank exhausts the donated hours, future requests for the academic year will be denied if there are no further donations.

Definition of Catastrophic Situation

A severe illness or injury requiring prolonged hospitalization or recovery and incapacitating the person from working, creating a financial hardship. Such injury or illness often makes exceptional demands on patients, caregivers, families, and healthcare resources. In general, an illness or injury that results in a medical condition that a health care provider has certified is likely to result in a loss of 30 or more work days.

Article 25. SABBATICAL LEAVE

Sabbatical leave is a privilege which may be granted to encourage professional growth and increase competence among faculty members by promoting significant research, creative work, or some other educational program or training that is judged to be of significant value to NNMC. Sabbatical leave may be granted to tenured faculty members after six years of full-time continuous employment. The recipient is obliged to return to the College for one academic year of service.

1. Request for Sabbatical Leave

Written application for sabbatical leave shall be made by the faculty member to the appropriate Dean or Chair and the Personnel Committee Chair by October 1st of the academic year prior to the academic year when the Sabbatical will take place (this includes sabbaticals occurring in the Fall or Spring terms). The Dean or Chair will forward his or her recommendation to the Faculty Senate Personnel Committee no later than the October 31st following the date of application.

The faculty member shall present, as part of the application, evidence to support the program of activities which is planned for the sabbatical period. The program of activities should give reasonable promise of accomplishing the major purpose of the leave as stated above. Sabbatical leave may be granted for further education.

2. Processing of Application

The Faculty Personnel Committee shall forward its recommendation to the Provost along with the Department Chairperson's or Dean's statement by December 1st as to how the teaching obligations for the department will be met in the event the proposal is approved. The Provost shall then evaluate the proposal both on its merits and on its effect on the operation of the College and shall send all recommendations and his/her own recommendation to the President no later than December 15th of the academic year prior to the academic year when the sabbatical will occur.

The President, upon review of documents submitted, shall approve or deny no later than February 28th of the academic year prior to the academic year when the sabbatical will occur.

The faculty member shall be notified of the approval or disapproval no later than March 10th of the academic year prior to the academic year when the sabbatical will occur.

3. Conditions

Sabbatical leave shall be approved by the President only with the clear understanding that the faculty member will, at the completion of the sabbatical, return to NNMC for not less than one full academic year following the expiration of such leave. If the faculty member does not return following a sabbatical, total restitution (salary, fringe benefits, and all other college incurred expenses) shall be required.

4. Compensation

A full-time faculty member who complies with all provisions of the policy and is granted sabbatical leave for two semesters consecutively shall receive one-half of his/her regular salary. The salary for one semester of sabbatical leave shall be at the full regular salary.

5. Benefits

A full-time faculty member who is granted sabbatical leave shall not accrue sick leave, personal leave, or other leave available to full-time faculty while he/she is on such leave. Sabbatical leave is counted toward retirement and longevity pay increases. While a faculty member is on sabbatical leave, NNMC shall continue to pay its share towards retirement, all group insurances, and social security benefits.

6. Guidelines for Awarding Sabbatical Leaves

To avoid adverse effects on the educational objectives of the individual departments and NNMC, sabbatical leave shall be governed by:

- The relative merits for desiring leave
- The direct benefit to the department and to NNMC
- The reasonable distribution of potential recipients
- The number of sabbatical requests that will be approved shall be determined by the Provost based on budget availability. The Provost will announce budget availability no later than August 31st of the academic year when the request will occur.
- The number of previous leaves granted to the applicant
- Availability of funds to support sabbatical leave

7. Sabbatical Contract

Any faculty member taking a sabbatical leave shall be issued a contract stating the compensation to be received by him/her while on sabbatical leave. In addition, this contract shall specify the faculty member's obligations to the College in regard to the sabbatical.

8. Report on Activities

Within thirty (30) days upon returning from sabbatical leave, the employee shall submit to the appropriate Dean or Chairperson, a comprehensive report on the results of the period of leave, an appraisal of the professional value of the experience gained while on leave, and the manner in which the experience or knowledge gained may be used for the benefit of students and NNMC.

9. Status

An employee on sabbatical leave shall be returned to the assignment held at the time the sabbatical leave was granted.

10. Accident or Illness

If a sabbatical program is interrupted because of serious illness or accident, the employee shall be allowed to take sick leave based in accordance with Articles 23 (GENERAL LEAVES) and 24 (SICK LEAVE BANK) addressing leaves. The employee on sabbatical leave shall notify the Provost as soon as practical if the need for sick leave arises.

Article 26. INTELLECTUAL PROPERTY

The Federation and the College agree that faculty shall have exclusive rights to all copyrightable material that is not work for hire. Material is not work for hire if it is produced within the scope of a faculty member's normal responsibilities. Such material created by the faculty member remains the intellectual property of the author/inventor/creator, regardless of whether it is stored in paper or electronic form in College owned cabinets, computer files, course management systems, course delivery systems, or electronic storage devices. Works for hire are the result of a faculty member having been commissioned or assigned in writing by the College to produce a specific work that is explicitly out of the norm of regular duties as defined in this Agreement.

Article 27. VACANCIES AND JOB PLACEMENT

27.1 All instruction division openings shall be posted and disseminated in a manner that will make them available to the faculty. The Federation and the College may agree upon additional appropriate methods of notification as deemed appropriate.

27.2 The parties acknowledge that the College has been and continues to be an Equal Opportunity Employer.

27.3 The College and the Federation are committed to maintain a high quality faculty. Pursuant to this goal, instruction division openings will be filled with the best-suited applicant who may be from within the bargaining unit.

27.4 When the College determines to make changes in existing job descriptions within the bargaining unit, the Federation may review those changes.

Article 28. SUMMER EMPLOYMENT

28.1 Full-time faculty members shall be given the first opportunity to sign up for a section during the summer session.

28.2 Full-time faculty members selected for summer employment will be paid in accordance with Article 36 (COMPENSATION).

Article 29. OUTSIDE EMPLOYMENT

29.1 The primary responsibility of faculty members is to render to the College, their most effective commitment to teaching, scholarship, and service. At the same time, consulting and other outside activities of a professional nature are encouraged by the college where such activities give the faculty member experience and knowledge valuable to professional growth and development. These activities may help the faculty member make worthy contributions to knowledge, or contribute to instructional programs, or otherwise make a positive contribution to the College, community, or profession (discipline).

29.2 No outside service or enterprise, professional or other, should be undertaken that interferes with the faculty member's primary responsibility to the College. While a faculty member is allowed to engage in outside professional activities, this must be clearly subordinate to their teaching, advising, scholarly activities, and College service responsibilities.

29.3 Parties agree that the following considerations should be made regarding outside activities. Such planning is in the best interest of the faculty member, the Academic Unit, and the College. The College and the Federation agree that a full-time faculty member's position with the College shall be his primary source of employment. The categories for the various degrees of involvement in outside activities are listed below.

- a. The faculty member does not have to inform their supervisor or Dean nor obtain approval. This category would consist of activities such as attending professional meetings, writing books, giving occasional speeches and lectures, refereeing manuscripts, and outside activities that are personal.
- b. The faculty member would be required to inform their supervisor or Dean in writing, but would not be required to obtain approval. This category would consist of activities such as occasional outside consulting activities, holding office in scholarly or professional organizations, assuming editorial duties for a journal.
- c. The faculty member would be required to inform their Dean in writing and shall obtain prior approval from the Provost if the activities would have potential to conflict with job assignments. This category would consist of activities such as consulting more than one day per month, teaching for another institution, working a second job, or operating a personal business. This approval will be documented with the Human Resources department.

29.4 Faculty members involved in outside employment activity must complete an outside employment disclosure form at the time of outside employment. If an activity presents a potential conflict of interest, it will be handled according to the Code of Conduct policy.

Article 30. FACILITIES, EQUIPMENT, AND SUPPORT

30.1 Subject to available funding, the College will provide classroom space, office space, library access, internet connection, access to the learning management system (LMS) when appropriate, equipment, and materials to aid in the faculty member's performance.

30.2 The distribution of Student Fees revenue shall be considered a proper subject for dialogue at the Labor/Management Committee.

Article 31. TRANSFERS

The parties agree that the primary consideration for transfers of programs, personnel or facilities and equipment shall be what is in the best interests of the College as it relates to the provision of services to the community. The parties shall endeavor to establish positive dialogue as a means of reducing conflict over transfers. Prior to the time of involuntary transfers, the affected faculty members will be involved in such dialogue.

Article 32. SUSPENDED PROGRAMS

32.1 The College shall determine whether or not to continue, discontinue, or re-institute programs.

32.2 The Federation may make recommendations to the College on the continuance, discontinuance, or reinstatement of programs. The College will consider the Federation recommendations.

Article 33. HEALTH AND SAFETY

The parties will comply with all applicable State and Federal laws relating to safe working conditions. Whenever a faculty member becomes aware of a condition which the faculty member feels is a violation of an institutional safety or health rule or regulation, or Board policy regarding work environment and discrimination; the faculty member will report such condition to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

Protective devices and first aid equipment will be provided to faculty members who practice in a hazardous institutional environment. The faculty members will be responsible for the proper use of such devices.

Article 34. SALARY PROCEDURE

34.1 Faculty Members shall be paid their annual salaries in twenty-six (26) installments occurring bi-weekly. If a payday falls on a weekend or holiday the employee shall be paid on the last workday immediately preceding the weekend or holiday.

34.2 Faculty Members who do not teach during the summer may also choose to either be paid in a lump sum at the end of the contract year (May) or be paid bi-weekly during the summer break. Those requesting a lump sum must notify the payroll office in writing at least thirty (30) days prior to the expiration of the academic year.

34.3 Faculty Members who received per diem when an overnight stay is not required will be taxed on the per diem per IRS Regulations.

f. Dependent Tuition

Waivers up to 18 credit hours per semester (tuition paid by NNMC/fees paid by employees dependent). This program applies to NNMC offered courses only. Eligible dependents including a legal spouse, domestic partner (affidavit of Domestic Partnership must be filed with Human Resources), and any naturally, legally adopted, or step-children who, as of the original application deadline, are unmarried and have not reached age of twenty-five (25). When an employee is no longer married or a domestic partnership is terminated, the ex-spouse or domestic partner is not eligible for tuition benefits under this program, effective with the academic semester following the date of the divorce or termination of the domestic partnership.

The amount of the tuition benefit will be reduced by the amount of tuition waived by any other tuition waiver or tuition scholarship. The amount of an individual's dependent education tuition benefit, plus the amount of any need-based financial aid grants, will not exceed the cost of attendance, as defined by the Financial Aid Office.

Under IRS regulation, the value of tuition benefits may be considered taxable income to the employee. The value of benefit, if applicable, will be included as compensation on the employee's W-2 form filed with the IRS and subject to withholding.

Employee may be granted up to four hours of time off with pay per week to attend one (1) course each semester at the discretion of the employee's supervisor. The employee participating shall forfeit breaks on class days. Supervisors are encouraged to grant permission for such time off, if possible based on workload or other legitimate business reason. If time off is not feasible, supervisors are encouraged to arrange for an Alternative Work Schedule in order for an employee to attend a class during the day, if possible based on workload or other legitimate business reasons. Employee working less than 40 hours per week are not eligible for time off.

Course fees assessed for participation in instructional academic credit courses are not covered. The mandatory student fee portion of tuition and fees is not covered for eligible dependents. Non-resident tuition in excess of New Mexico resident tuition is not covered. Tuition or fees for Continuing Education courses are not covered.

35.3 Employee Paid Benefits

Flexible Spending Accounts – allows the employee to pay for eligible medical and/or dependent care expenses on a pre-tax basis.

a. Life Insurance – Additional Employee Term Life (Supplemental) Life, and Dependent Life (spouse, domestic partner, and children) coverage are provided. Contact the Human Resources Department for details.

b. Supplemental Retirement Plans

All members of the Bargaining Unit shall be eligible to participate in a supplemental retirement plan (403(b) and 457(b) accounts). Contribution limits are established each calendar year by the Internal Revenue Service.

c. Other Supplemental Plans

Voluntary Supplemental Accident, Cancer and other products offered by various carriers. For a complete list of other supplemental insurances and carriers, please contact the Human Resources Department.

Article 36. COMPENSATION

36.1 Faculty salary increases will be negotiated by the College and the Federation consistent with an effort to reduce salary compression between the ranks, recognize differences in market conditions between disciplines, recognize years of service to the College, recognize years in rank, and address, as appropriate, any other conditions specific to individual circumstances. The shared goal of the College and the Federation is to reach and maintain parity in average salaries with our comparison institutions.

36.2 The College proposes a gradual compensation increase package to get every member in the bargaining unit according to the Salary Matrix below. The table below provides the minimum salaries that faculty members would eventually receive and are based on terminal degree holders and 9-month contracts. The matrix also reflects the different fields, rank, years of service in the specific rank. Any credentials in between the master's degree and the terminal degree shall not be compensated at the terminal degree level. Salaries for faculty with only master's degrees shall be calculated by multiplying the correspondent cell in the matrix by a 0.85 factor.

Academic Field	Assistant		Associate		
	0 to 5 years	>5 years	0 to 5 years	>5 years	>10 years
Electrical Engineering	68512	72007	77929	81904	86082
Information Technology	66564	69959	77570	81527	85686
Mechanical Engineering	66490	69882	77432	81382	85533
Business Administration	66300	69682	77262	81204	85346
Nursing	69878	73442	75954	79828	83900
Education	56805	59703	66198	69574	73123
Office Administration	49800	52340	65000	68316	71800
Chemistry	53919	56669	62834	66040	69408
Environmental Science	52130	54789	61779	64930	68242
Pueblo Indian Studies	50050	52603	60179	63249	66475
Physics	51560	54190	60085	63150	66371
Biology	51000	53602	58861	61864	65019
Mathematics	50500	53076	57593	60531	63619
FDMA	47683	50115	57159	60075	63139
Foreign Language	47548	49973	56025	58883	61886
Religious Studies	47951	50397	55880	58730	61726

Language & Letters	50375	52945	55492	58323	61298
Psychology	48702	51186	55000	57806	60754
Nuclear/Radiation	72592	76295	84490	88800	93330

In an effort to reach the target salaries described in this matrix, the following salaries for FY 2019-2020 are proposed:

- 4% Compensation for all faculty members in the unit (except the ones in the list below) whose contract's starting date is prior to June 30, 2019.
- Current faculty members will receive a base salary adjustment effective Academic Year 2019-2020 as follows:
 - Associate Professor in Special Education 9-month base salary of \$57329
 - Associate Professor in Physics 9-month base salary of \$57187
 - Associate Professor in Mechanical Engineering 9-month base salary of \$70038
 - Associate Professor in Pueblo Indian Studies 9-month base salary of \$53210
 - Associate Professor in Language & Letters with Master's Degree 9-month base salary of \$43148
 - Associate Professor in Religious Studies 9-month base salary of \$53280
 - Associate Professor in Language and Letters with a Ph.D. 9-month base salary of \$53274
 - Associate Professor in Chemistry 9-month base salary of \$58248
 - Associate Professor in Mathematics with 10 or more years seniority 9-month base salary of \$55917
 - Associate Professor in Mathematics with less than 10 years seniority 9-month base salary of \$54830
 - Assistant Professors of Nursing will receive a 4% salary increase to their 9-month base salary plus \$1350

36.3 Compensation for faculty teaching overload and summer session will be based on the following matrix showing rates per credit hour. Any credentials in between the master's degree and the doctorate degree will not be compensated at the doctorate level. Any credentials between the master's degree and the doctorate degree will not be compensated at the doctorate level. A Special Program is defined as a discipline where the market value according to the salary study (refer to <https://nnmc.edu/wp-content/uploads/2018/12/FacultySalaryAnalysisv2.pdf>) demands higher compensation. This includes courses in the following programs: Electrical Engineering, Information Technology, Mechanical Engineering, Business Administration, Nursing, and Nuclear Radiation.

	Bachelor	Master	PhD
Non-special (Theory)	\$ 670	\$ 718	\$ 766
Non-special (Studio/Lab)	\$ 1004	\$ 1076	\$ 1149
Special (Studio/Lab)	\$ 1853	\$ 1986	\$ 2120

35.4 Under normal circumstances, faculty overloads will be limited to eight (8) credit hours per academic year.

36.5 For fully online asynchronous overload courses with enrollments between ten (10) and twenty (20) students, the above matrices will be used. When the online course has less than ten (10) students or more than twenty (20) students, a proportionate rate will be used. For courses with less than ten (10) students, the matrix value above will be multiplied by the factor equivalent to the value of the division of the number of enrolled students divided by 10. For courses with more than twenty (20) students, the matrix above will be multiplied by the factor equivalent to the excess of students beyond twenty (20), i.e., the enrolled number of students minus twenty (20), divided by twenty (20).

For fall and spring semesters, the number of enrolled students that will be used for the calculation is the one on the second Monday of classes. For summer terms, the number of enrolled students that will be used for the calculation is the one the first Thursday of classes.

36.6 Overload courses will be eligible for a stipend for fully online asynchronous courses. The stipend will be paid at \$150 per credit and \$75 for hybrid courses per credit that are delivered at least 50% online. Faculty members shall only teach online or hybrid if they have completed the Blackboard Institute or online teaching experience is demonstrated and approved by the Dean and Provost. Online courses shall be approved by the established course peer review process established by the Office of Distance Education.

36.7 For traditional face-to-face overload courses at or above the minimum enrollment required, the matrices in section 36.3 of this article shall be used. Otherwise:

- a) For non-College of Nursing and Health Science courses when a course has less than ten (10) students, a proportionate rate shall be used instead of cancelling the course. For courses with less than ten (10) students, faculty will be paid one tenth (1/10) of the matrix value per each enrolled student.
- b) For College of Nursing and Health Science courses: When a non-clinical course has less than ten (10) students, a proportionate rate shall be used instead of cancelling the course. For lower-division non-clinical courses with less than ten (10) students, faculty will be paid one tenth (1/10) of the matrix value per each enrolled student. When a lower-division clinical course has less than six (6) students, management will pay a proportionate rate instead of cancelling the course. For lower-division clinical courses with less than six (6) students, faculty will be paid one sixth (1/6) of the matrix value per each enrolled student.
- c) For College of Education programs: For capstone courses with less than six (6) students, the matrix value above will be multiplied by the factor equivalent to the value of the division of the number of enrolled students divided by 6.

36.8 Faculty members on a 9-month contract who receive contracts for additional months of service related to their primary duties will be paid pro-rated (1/9) of their base salary, for each additional month of service (no more than 3 additional months).

36.9 Faculty non-teaching overloads will be compensated based on the contract requirements approved by the Chair, Dean and Provost.

36.10 Salaries funded by Federal Grants and Federal Contracts are regulated by the Code of Federal Regulations.

36.11 The Parties agree to re-open salary negotiations no sooner than 10 days after the Governor signs a budget bill passed by the New Mexico Legislature providing for additional funding for compensation for unit members of the College.

36.12 In future salary negotiations, the College and members from the collective bargaining unit commit to exploring equitable distributions of salary increases which may remedy inequitable distributions and/or salary structures implemented in previous years.

Article 37. NO STRIKE OR LOCKOUTS

In Accordance with New Mexico Public Employee Labor Relations Board Statute 10-7E-21, the Federation and its members shall not engage in a strike and the College shall not engage in a lockout. The Federation and its members shall not cause, instigate, encourage or support a public employee strike. The Federation and its members shall not cause, instigate or engage in a public employee lockout.

Article 38. NEGOTIATING PROCEDURES

38.1 Negotiations for a successor agreement may be initiated when either party submits a notice to the opposite party requesting the commencement of negotiations. The party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations within ten (10) work days of receiving notice. The notice of request to commence negotiations shall be sent no earlier than November 1st of the academic year of the entire Agreement's termination date. In the event that the State of New Mexico authorizes a salary increase, then Article 35 (FRINGE BENEFITS), and Article 18 (WORKLOAD) shall be renegotiated. However, with the written agreement of both the Administration and Federation, any article can be re-opened at any time during the academic year.

38.2 If the parties have not reached agreement on a successor agreement before this Agreement terminates, the agreement shall remain in full force and effect until a successor agreement is negotiated and ratified.

38.3 Negotiations shall be conducted in closed session as specified in the New Mexico Public Employee Bargaining Act (PEBA).

38.4 Additional negotiations ground rules may be negotiated by the parties.

38.5 During negotiations, the parties shall meet at mutually acceptable times and places for negotiations.

38.6 Recesses, caucuses or study sessions may be called by either team at any time.

38.7 All proposals shall be submitted both in writing and electronically in an editable document. All proposals shall include original contract language and in-line edited language from the current proposal and counter proposals.

38.8 In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service (FMCS).

38.9 Budget information shall be shared by the College.

Article 39. AGREEMENT COPIES

39.1 The parties shall print their own copies of this Agreement.

39.2 This agreement shall be posted on the College's website.

Article 40. COMPLETE AGREEMENT

The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have lead to this Agreement and no additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement and this agreement replaces any and all previous agreements between the parties.

Article 41. SEVERABILITY

If any provision of this Agreement is determined by final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provisions shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

Article 42. AGREEMENT DURATION

42.1 Except for Article 36 (COMPENSATION), all articles in this Agreement shall become effective upon signature of the authorized representatives of the parties, after ratification by the Federation membership and subsequent approval by the College Board of Regents, and shall remain in effect through June 30, 2021, subject to applicable state laws.

42.2 Every three years the entire Agreement shall be open for renegotiation. Every year Article 36 (COMPENSATION) may be opened for negotiations by either party. In the event that the State of New Mexico authorizes a salary increase, then Article 35 (FRINGE BENEFITS) and Article 18 (WORKLOAD) shall be negotiated.

42.3 Article 36 (COMPENSATION) shall be in effect until June 30, 2019.

42.4 Negotiations for Article 36 (COMPENSATION), for 2019 – 2020, and 2020-2021 shall follow the procedures in Article 38 (NEGOTIATION PROCEDURES).

Article 43. SIGNATURES

This Agreement was ratified by the Federation _____ and approved by the College Board of Regents on _____.

In witness thereof, the parties hereto affix the signatures of their respective Officers and representatives.

NORTHERN FEDERATION
OF EDUCATIONAL EMPLOYEES

NORTHERN NEW MEXICO
COLLEGE

By: _____
NFEF President

By: _____
NNMC Board of Regents President

Appendix A



AFT Higher Education



AFT New Mexico AFL-CIO
A Union of Professionals

Northern Federation of Educational Employees

MEMBER'S ANNUAL INCOME	Over \$26,000	\$26,000 - \$15,157	\$15,157 - \$9,203	\$9,203 or less
DUES PER PAY PERIOD				

AFT NM LOCAL UNION NAME _____ LOCAL NUMBER _____

LAST NAME _____ FIRST NAME _____ EMAIL _____

JOB TITLE _____ WORK LOCATION _____ DATE OF BIRTH _____

SOCIAL SECURITY NUMBER _____ HOME/CELL PHONE _____ WORK PHONE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

I understand that my dues will include the many services and benefits of local, state and national AFT bodies. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

AUTHORIZATION FOR MEMBERSHIP DUES WITHHOLDING

I hereby authorize payroll deduction from my salary for the payment of dues as set by the local union. This authorization will remain in effect until I revoke it in writing, unless specified otherwise on the local contract.

SIGNATURE _____ DATE _____



AUTHORIZATION FOR STATE COPE

I hereby authorize the Union to forward \$1 per month of my current dues payment to the AFT New Mexico Committee on Political Education. I understand that I may opt out of this authorization at any time by notifying the Union in writing and that this assessment will revert to the organizing assessment fund. I understand that this authorization does not increase my dues.

SUPPORT THE LOCAL UNION'S COMMITTEE OF POLITICAL EDUCATION

I hereby authorize the _____ (your employer) to deduct from my salary the sum of ____\$5 ____\$10 ____\$20 (other amount) per pay period and forward the amount to the _____ (your local union) Committee on Political Education (COPE). This authorization is signed freely and voluntarily and not out of any fear of reprisal and I will not be favored or disadvantaged because I exercise this right. I understand this money will be used by the AFT/COPE (AFL-CIO) to make political contributions. This voluntary authorization may be revoked in writing at any time by notifying the _____ (your local union) in writing of the desire to do so.

Contributions/gifts to AFT/COPE (AFL-CIO) are not deductible as charitable contributions for federal income tax purpose.

SIGNATURE _____ DATE _____

ACTIVATE \$5,000 OF GROUP LIFE INSURANCE AT NO COST TO YOU

YES! I elect \$5,000 of Group Term Life Insurance which is available to me at no cost for one full year as a new AFT member. I want to be covered under the group plan for the benefits which I am or may become eligible for, as requested below. The AFT provides this insurance for one year as a benefit of AFT membership. After one year, I will be invited to continue the insurance.

My beneficiary is to be (please print) _____ Relationship _____

My gender is ____male ____female ____ I am actively at work (Retirees not eligible)



I hereby certify that all statements and answers in this form are full, complete, and true to the best of my knowledge and belief. I understand that to be eligible for coverage I must be a new AFT member, and not currently insured under the Group Term Life Insurance plan for AFT members. I understand that my coverage will become effective on the first day of the month following the date this application is signed. The premiums for this insurance are being paid by AFT only for one year from the effective date. Any person who knowingly and with intent to defraud any insurance company or other person files an AFT application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which may be a crime and may be subject such person to criminal and civil penalties. For questions, phone toll-free (888) 423-8700 or visit www.aftbenefits.org.

SIGNATURE _____ DATE _____

AGREEMENT BETWEEN

THE NORTHERN NEW MEXICO COLLEGE

BOARD OF REGENTS

AND

THE NORTHERN FEDERATION OF EDUCATIONAL EMPLOYEES,

AFT-NM, AFL-CIO

ADJUNCT FACULTY BARGAINING UNIT

EFFECTIVE THROUGH JUNE 30, 2022

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Article 1. INTRODUCTION

This agreement is entered into by the Northern New Mexico College, hereinafter referred to as the College and the AFT-New Mexico Northern Federation of Educational Employees #4935, hereinafter referred to as the Federation. It is the purpose of this Agreement to promote harmonious relationships between the Federation and the College, to establish a peaceful procedure for the resolution of differences and to establish rates of pay, hours of work, and other terms and conditions of employment.

Article 2. RECOGNITION

The College recognizes the Federation as the exclusive representative for all adjunct faculty members.

Article 3 - DEFINITIONS

3.1 Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement.

3.2 "NNMC" shall mean Northern New Mexico College.

3.3 "Bargaining Unit" shall mean all adjunct faculty members at NNMC who do not hold a staff contract with the institution.

3.4 "College" shall mean Northern New Mexico College or NNMC.

3.5 "Federation" shall mean the AFT-New Mexico Northern Federation of Educational Employees #4935.

3.6 "Board" shall mean the Northern New Mexico College Board of Regents.

3.7 "Faculty" shall mean all Bargaining Unit faculty members unless explicitly stated otherwise.

3.8 "President" shall mean the chief executive officer of Northern New Mexico College.

3.9 "Chair" shall mean the Department Chair for each academic unit with a designated Chair, and the Dean of the College for those academic units with a designated Dean.

3.10 The use of one gender term shall be interpreted as including all genders.

3.11 "Day" shall mean one working day (Monday through Friday) when the College is open.

3.12 "Administration or Administrator" shall mean any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Academic Affairs/Provost, President, or their designee.

3.13 "Deadline" shall mean any deadline in the agreement that falls on a non-working day shall be moved to the next working day.

3.14 "Contact hour" shall mean a measure that represents an hour of scheduled instruction given to students. A semester contact hour is normally granted for satisfactory completion of one 50-minute session of classroom instruction per week for a semester of not less than fifteen weeks.

3.15 "Credit hour" shall mean a measure that represents a session of instruction. A credit hour could be of three types: T (theory) that consists of 50-minutes of instruction (or one contact hour); S (studio) that consists of 100-minutes of instruction (or two contact hours); and L (lab) that consists of 150-minutes of instruction (or three contact hours).

Article 4. DISCRIMINATION

The College shall adopt a Board policy protecting all employees from discrimination, which shall be incorporated herein as a condition of this Agreement.

Article 5. AGREEMENT CONTROL

5.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the United States of America and the State of New Mexico.

5.2 If any College policy, regulation, handbook, or directive conflicts with any provision of this Agreement, the Agreement provision will control.

5.3 This Agreement may only be modified or waived through a written agreement between the College and the Federation.

5.4 The College will not implement any change that specifically conflicts with, and will abide by, the terms of this Agreement and applicable College policies, rules, handbooks and regulations. The Federation and the adjunct faculty will abide by the conditions of this Agreement and applicable College policies, rules and regulations.

5.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied equally to all members of the bargaining unit.

5.6 Any proposed addition, deletion, or change to any provision of the NNMC Faculty Handbook that involves terms and conditions of employment of adjunct faculty bargaining unit members may be negotiated by the College and the Federation into this Agreement.

Article 6. MANAGEMENT RIGHTS

The supervision of all adjunct faculty members, the management of all campuses, instructional programs, and College facilities is the responsibility and obligation of the Board of Regents and the College Administration. Management retains all rights not specifically limited by this Agreement.

Article 7. FEDERATION RIGHTS

The following rights and privileges shall be granted exclusively to the Federation as exclusive representative for all employees in the bargaining unit. These rights shall not be granted to any other employee organization.

7.1 The College shall provide payroll deduction of Federation membership dues for employees who authorize in writing the deductions in an amount specified by the Federation. Requests for such deductions shall be honored by the College and provided the deduction request is submitted to the College's payroll office on a properly executed authorization form, of which a copy is attached to the Agreement (Appendix A). The authorizations may be submitted to the payroll office at any time and the deductions will commence in a timely manner. Normally, in order for the deduction to be reflected at the payday discussed in ARTICLE 25 (SALARY PROCEDURE), the authorization must be submitted to the payroll office by the 30th or the 15th of the month, respectively. The College agrees to transmit the amount collected to the Treasurer of the Federation in a timely manner, normally within fourteen (14) workdays. Dues deductions may be discontinued or revoked by the instructor by filing such notice with the Treasurer of the Federation with a copy to the College payroll office duly signed by the instructor. The College will discontinue the dues upon receipt of the copy in the same manner as the initial authorization. Dues deductions shall continue without further authorization for the term of this Agreement unless the authorization is revoked by the instructor as provided herein. The Federation shall notify the payroll office of any change in the amount to be deducted which shall be implemented in the same manner as authorizations. The Federation and its membership and members of the bargaining unit agree to hold the College safe and harmless against any legal action concerning compliance with this provision.

7.2 The Federation shall be permitted to use bulletin board space on the Faculty bulletin boards at the Espanola Campus and the El Rito campuses to post Federation announcements and information. Prior to posting, said material will be submitted to the College for approval.

7.3 Representatives of the Federation and its affiliates shall be granted access to College buildings to conduct Federation business provided prior notice is given to the College's Director of Human Resources. Such Federation business shall not interfere with the duty schedule of the instructor(s) involved nor interrupt the business or activities of the College.

7.4 The Federation shall be allowed to schedule and conduct meetings at College campuses in accordance with the College's Facilities Use Policy and through the approval process of the Facilities Committee.

7.5 Federation officers and its members shall have the right to distribute Federation materials approved by the College's Human Resources Director and meet with management for the purposes of settlement of grievances or disputes regarding this Agreement so long as doing so does not interfere with instruction.

Article 8. EMPLOYEE INVESTIGATIONS

8.1 The College has the right to investigate all allegations of adjunct faculty misconduct.

8.2 An adjunct faculty member may be placed on administrative leave with pay during an investigation involving the adjunct faculty member.

8.3 When necessary, during an investigation, the college may enter an adjunct faculty member's office if the adjunct faculty has an office assigned. The affected adjunct faculty member and his/her Federation representative shall be given reasonable notice prior to entering the adjunct faculty member's office. The adjunct faculty member and/or Federation representative may observe, but not interfere with, the college's entry of the office to conduct an investigation. For purposes of this paragraph, reasonable notice shall be at least 24 hours' notice in writing, prior to entry of the office.

8.3.1 Under exigent circumstances such as, but not limited to, an emergency affecting safety and security or allegations of criminal activity, the college may enter an adjunct faculty members office to conduct an initial investigation and/or to secure property, data, documentation or other items stored within the office. Within one work day of an entry under paragraph 8.3.1, the college shall notify the affected adjunct faculty member and his/her Federation representative.

8.4 When the adjunct faculty member is under investigation, the adjunct faculty member may be represented by a Federation representative in any meetings with the College.

8.5 During investigation, no documentation or information related to the matter under investigation will be placed in the adjunct faculty member's personnel file or released publicly unless required by law. If the investigation does not result in disciplinary action, no documentation will be placed in the adjunct faculty member's personnel file.

8.6 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 11 (GRIEVANCE PROCEDURE) if the action is alleged to constitute a violation of this Agreement.

8.7 The parties acknowledge the need for expeditious investigations and agree to cooperate in achieving that goal.

Article 9. ACADEMIC FREEDOM

The personal life of an adjunct faculty member is not a proper concern of the College, provided that it does not adversely affect or interfere with the faculty member's effectiveness in fulfilling his or her professional obligations.

The College is committed to the promotion of responsible academic freedom for its adjunct faculty and students. The major premise of academic freedom is that open inquiry and expression by adjunct faculty and students is essential to the College's mission. Academic freedom shall be understood to include but not be limited to the following:

9.1 Academic freedom means that both adjunct faculty members and students can engage in intellectual debate without fear of censorship or retaliation.

9.2 Academic freedom establishes an adjunct faculty member's right to remain true to his or her pedagogical philosophy and intellectual commitments. It preserves the intellectual integrity of our educational system and thus serves the public good.

9.3 Academic freedom in teaching means that both adjunct faculty members and students can make comparisons and contrasts between subjects taught in a course and any field of human knowledge or period of history.

9.4 Academic freedom gives both students and adjunct faculty the right to express their views — in speech, writing, and through electronic communication, both on and off campus — without fear of sanction, unless the manner of expression substantially impairs the rights of others or, in the case of adjunct faculty members, those views demonstrate that they are professionally ignorant, incompetent, or dishonest with regard to their discipline or fields of expertise.

9.5 Academic freedom gives both students and adjunct faculty the right to study and do research on the topics they choose and to draw what conclusions they find consistent with their research, though it does not prevent others from judging whether their work is valuable and their conclusions sound. To protect academic freedom, universities should oppose efforts by corporate or government sponsors to block dissemination of any research findings.

9.6 Academic freedom means that the political, religious, or philosophical beliefs of politicians, administrators, and members of the public cannot be imposed on students or adjunct faculty.

9.7 Academic freedom gives adjunct faculty members and students the right to seek redress or request a hearing if they believe their rights have been violated.

9.8 Academic freedom protects adjunct faculty members and students from reprisals for disagreeing with administrative policies or proposals.

9.9 Academic freedom gives adjunct faculty members and students the right to challenge one another's views, but not to penalize them for holding them.

9.10 Academic freedom protects an adjunct faculty member's authority to assign grades to students, so long as the grades are not capricious or unjustly punitive. More broadly, academic freedom encompasses

both the individual and institutional right to maintain academic standards.

9.11 Academic freedom gives adjunct faculty members substantial latitude in deciding how to teach the courses for which they are responsible.

9.12 Academic freedom guarantees that serious charges against a adjunct faculty member will be heard before a committee of his or her peers. It provides adjunct faculty members the right to due process, including the assumption that the burden of proof lies with those who brought the charges, that adjunct faculty have the right to present counter-evidence and confront their accusers, and be assisted by an attorney in serious cases if they choose.

9.13 Academic freedom includes the assessment of student academic performance, including the assignment of particular grades and the following principles in assigning grades: (1) the individual adjunct faculty member has the responsibility for the assignment of grades; (2) students should be free from prejudicial or capricious grading; and (3) if the adjunct faculty does not initiate a change of grade, no grade may be assigned or changed without following the Grade Appeal Process of NNMC. The review of a student complaint over a grade should follow the current procedure established by the Scholastic Standards Committee.

9.14 Academic freedom does not mean an adjunct faculty member can harass, threaten, intimidate, ridicule, or impose his or her views on students, college adjunct faculty members, staff members, college administrators, and other members of the college community.

9.15 Student academic freedom does not deny adjunct faculty members the right to require students to master course material and the fundamentals of the disciplines that adjunct faculty teach.

9.16 Neither academic freedom nor tenure protects an incompetent adjunct faculty member from losing his or her job. Academic freedom thus does not grant an unqualified guarantee of lifetime employment.

9.17 Academic freedom does not protect adjunct faculty members from colleague or student challenges to or disagreement with their educational philosophy and practices.

9.18 Academic freedom does not protect adjunct faculty members from non-college penalties if they break the law.

9.19 Academic freedom does not give students or adjunct faculty the right to ignore college regulations, though it does give adjunct faculty and students the right to criticize regulations they believe are unfair.

9.20 Academic freedom does not protect students or adjunct faculty from disciplinary action, but it does require that they receive fair treatment and due process.

9.21 Academic freedom does not protect adjunct faculty members from sanctions for professional misconduct, though sanctions require clear proof established through due process.

9.23 Neither academic freedom nor tenure protects a adjunct faculty member who repeatedly skips class or refuses to teach the classes or subject matter assigned.

9.24 Academic freedom does not allow an adjunct faculty member to prevent a talk or a performance.

9.25 Academic freedom does not protect an adjunct faculty member from investigations into allegations of scientific misconduct or violations of sound college policies, nor from appropriate penalties should such charges be sustained in a hearing of record before an elected adjunct faculty body.

9.26 Control of presentation includes selection of subject matter including online resources (e.g. publisher's website content) to be covered and of textbooks and other materials to be used. Because these choices are reflected in various administrative concerns, decisions as to topic coverage and selection of texts and materials are subject to the approval of the adjunct faculty member's immediate supervisor and shall be aligned with the academic department requirements. Mindful of the importance of academic freedom, the immediate supervisor shall not disapprove an adjunct faculty's decision in these areas arbitrarily or without justifiable cause. In the event adjunct faculty members believe disapproval of their texts or materials by their supervisor is unjust, they may appeal to the next higher administrative level as explained in the grievance procedure.

Article 10. PROGRESSIVE DISCIPLINE AND TERMINATION

10.1 The Federation and the College agree that the general purpose of discipline is to correct unsatisfactory performance and/or misconduct. Progressive discipline may be utilized when management determines that the merits of a particular case warrant such an approach. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

10.2 Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. Examples of the least severe discipline consist of verbal and written warnings. More severe disciplines consist of written reprimands, suspensions and terminations.

10.3 The adjunct faculty member shall be entitled to Federation representation at any meeting called to deliver a written warning, administer a letter of reprimand or more severe disciplinary action or any meeting which may result in discipline.

10.4 An adjunct faculty member may be dismissed for cause accordance with this Article.

10.4.1 The supervisor shall inform the adjunct faculty member whose contract is intended to be terminated, in writing, of the reason(s) for the suggested termination (Notice of Charge). For the period that the adjunct faculty member remains on contract, the supervisor may place the adjunct faculty member on leave with pay.

10.4.2 The adjunct faculty member against whom the Notice of Charge is directed shall submit a written response to the charges within five (5) working days after receiving the Notice of Charge and shall state in the response whether the Faculty member will be represented by a union representative, attorney or other advisor at the meeting with the supervisor. If the faculty member does not submit a timely written response to the charge, the supervisor may take final action.

10.4.3 If the adjunct faculty member submits a timely written response to the charges, the Provost must meet with the adjunct faculty member within ten (10) working days prior to issuing a final decision.

10.4.4 Appeal to the President. The adjunct faculty member may appeal his employment termination to the President by submitting a written request within five (5) working days of the Provost's decision. Such appeal shall be decided by the President based on a review of the Provost's reasons listed in the Notice of Dismissal with any supporting documentation, the adjunct faculty member's written request for appeal, and the original written response to the charges. No additional meeting will be conducted and no other documentation will be received by the President. The President shall issue a final decision within ten (10) working days of the receipt of the written request for appeal.

Article 11. GRIEVANCE PROCEDURE

11.1 Purpose

The purpose of this grievance procedure shall be defined as a claim that a provision or provisions of this agreement have been violated. The Federation and the College agree that this is the only grievance procedure available to adjunct faculty members of the bargaining unit.

11.2 Definitions

- a. A "grievance" shall be defined as a dispute pertaining to a claim that alleges a violation of this Agreement.
- b. A "grievant" shall be any adjunct faculty member, group of adjunct faculty members, or the Federation.
- c. "Days" shall mean workdays and shall not include holidays or recesses observed by the College.

11.3 Procedures

- a. Grievance proceedings shall be kept informal and confidential at all levels of this procedure. Breach of confidentiality may result in disciplinary action.
- b. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
- c. If the College fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
- d. If the grievant fails to comply with the grievant's time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.
- e. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
- f. A grievance shall not be considered unless the grievant files the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action that precipitated the grievance.
- g. No reprisal or retaliation by any party to the grievance shall be taken against any party as a result of participation in the proceeding of a grievance.
- h. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
- i. An adjunct faculty member, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. At any hearing of a grievance brought individually by an adjunct faculty member, the Federation as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment made shall be consistent with the provisions of this Agreement.
- j. If a grievance affects a group of two or more adjunct faculty members of the bargaining unit or involves a decision or action by the College that has a system-wide impact, the Federation may submit the grievance on behalf of the affected adjunct faculty members at Level Two of this procedure. The parties may submit this grievance at Level One if all of the members of the bargaining unit affected by the grievance have the same supervisor.

- k. The parties shall cooperate in any investigation that may be necessary in order to expedite the process.
- l. All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.
- m. All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in an Appendix of this Agreement.
- n. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-instruction time.
- o. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.

11.4 Level One

- a. A grievant shall first submit the grievance in writing to the grievant's immediate supervisor, either directly or through the grievant's Federation representative, with the objective of resolving the issue informally.
- b. If the grievance is not resolved with the immediate supervisor, or the immediate supervisor has not responded within ten (10) workdays of the grievance filing, a grievance may be filed at Level Two.
- c. If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. Management may defer the grievance back to Level One if the supervisor at that level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of receipt of the grievance.
- d. If the grievant is not satisfied with the immediate supervisor's disposition, the grievant may appeal the grievance to Level Two (the Dean) no later than ten (10) days following the receipt of the immediate supervisor's decision.

11.5 Level Two

- a. No later than ten (10) days following receipt of the written grievance, the Dean shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to question witnesses brought by the other party.
- b. No later than ten (10) days following the conclusion of the meeting, the Dean shall submit the written response to the grievant and the Federation.

11.6 Level Three

- a. If the grievance is not settled at Level Two and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Three (Provost), it shall be appealed, in writing, to the Provost within ten (10) workdays after receipt of the decision at Level Two.
- b. No later than ten (10) days following the conclusion of the meeting, the Provost shall submit the written response to the grievant and the Federation.

11.7 Level Four

- a. If the grievance is not settled at Level Three and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Four (President or designee),

it shall be appealed, in writing, to the President within ten (10) workdays after receipt of the decision at Level Three.

- b. Within ten (10) workdays the President, or the designated representative, provided said person has not been previously involved in Levels One, Two or Three, shall discuss the grievance with the grievant(s) and Federation representatives, if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) workdays following such meeting.

11.8 Arbitration

- a. If both the grievant and the Federation are not satisfied with the President's written disposition, the Federation may appeal the grievance to arbitration by submitting a written request for arbitration to the President no later than ten (10) days following the receipt of the President's or designee's written decision.
- b. The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.
- c. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
- d. The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to add to or subtract from or extend or detract from the rights of employees covered by this Agreement.
- e. The arbitrator's decision shall be final and binding on the parties.
- f. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the cost.

Article 12. PERSONNEL FILES

12.1 The College shall maintain one (and only one) official personnel file for each member of the adjunct faculty.

12.2 The file will be located in the Office of Human Resources.

12.3 An adjunct faculty member will be permitted to review the material contained in his or her file. At the time the file is reviewed, the faculty member shall sign and date a form maintained in the personnel file.

12.4 The College will provide a faculty member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the faculty member. The faculty member may submit a written response to any document placed in the faculty member's personnel file. This response shall also be placed in the faculty member's file.

12.5 An adjunct faculty member may be accompanied by an Association representative while reviewing his or her file. In addition, a faculty member may allow a Federation representative to view his or her file provided that the faculty member makes such authorization in writing. The Human Resources Director or his or her designee must be present during any review of personnel files.

12.6 An adjunct faculty member may request a copy of his or her personnel file at any time. The copy will be made available to the adjunct faculty member within three (3) working days at the current cost per copy.

12.7 Adjunct faculty members may also place in their file materials relevant to their academic qualifications, teaching, research, scholarship, and service.

12.8 If a member of the Bargaining Unit considers material in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request to the Provost in writing that the material be removed. The Provost shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the Provost explains to the adjunct faculty member why it is still relevant. However, "core documents" such as contracts, legal settlements, and notices of disciplinary action, shall remain in an adjunct faculty member's personnel file irrespective of age.

12.9 All material placed in an adjunct faculty member's file is subject to the grievance procedure if the placement is alleged to violate this Agreement.

Article 13. SUSPENDED PROGRAMS

13.1 The College shall determine whether or not to continue, discontinue, or re-institute programs.

13.2 The Federation may make recommendations to the College on the continuance, discontinuance, or institution of programs. The College will consider the Federation recommendations.

Article 14. ADJUNCT FACULTY RESPONSIBILITIES AND DUTIES

14.1 Professional Ethics

An adjunct faculty member shall demonstrate respect for the students, college faculty members, staff members, college administrators, and other members of the college community in their role as intellectual guides, foster honest academic conduct, and promote an atmosphere that is conducive to learning and the acquisition of scholarly standards. They shall strive to help each student realize his or her potential as a worthy and effective member of society.

14.2 Collegial Respect

An adjunct faculty member will demonstrate respect for their colleagues, uphold academic ethics, collaborate, and model the culture of the academy. In fostering an environment of collegial respect, adjunct faculty will observe basic etiquette, honor each other's intellectual domain and individual strengths while collectively working towards meeting the needs of students in fulfillment of NNMC's mission.

14.3 Adjunct faculty duties

Each adjunct faculty member shall be responsible for the following:

- a. Become familiar with College policies and procedures
- b. Be able to explain to students the course content and requirements and distribute a course syllabus during the first day of scheduled class
- c. Meet every assigned class at its designated time except for illness, emergency situations, and approved absences
- d. Assume responsibility for the security of College facilities and equipment
- e. Maintain a classroom that is conducive to learning and indicate a sincere interest in students' education
- f. Arrange for equipment, supplies, and materials necessary for instruction
- g. Advise students concerning academic achievement, absences, and tardiness that might jeopardize satisfactory progress
- h. Emphasize to all classes the importance of prompt, regular and continuous class attendance
- i. Maintain accurate scholastic records of students enrolled in each class, and submit course enrollment correction forms to the registrar by due date, and grade reports to the Registrar's Office by due date
- j. Refer students who need special consideration to the appropriate student services
- k. Report all irregularities, questions, or problems concerning instruction to the department supervisor
- l. Keep credentials and certifications (as required) current and on file in the Human Resource Office
- m. Conduct assigned classes in accordance with the stated philosophy and objectives of the College and in accordance with the approved master course syllabus
- n. Submit midterm and final grades on time.
- o. Submit student learning outcomes assessment and relevant accreditation documentation when required.
- p. Participate in all activities directed by the supervisor related to student learning outcomes assessment and accreditation processes when they are required by the program of study
- q. Recommend course textbook
- r. Recommend the selection of library books, reference materials, and periodicals for the Library

Article 15. ACADEMIC CALENDAR AND WORK YEAR

15.1 The work year is normally defined by the academic calendar, which is approved by the Administration after consultation with the Federation.

15.2 The academic calendar for Fall shall begin with the convocation week and shall end with the date that final grades are due for the Spring semester. Adjunct faculty are encouraged to attend the Fall and Spring convocation week events and the Fall and Spring Graduation ceremonies.

15.3 The following holidays will be observed during the term of this Agreement:

- a. Labor Day
- b. Fall Break as defined in the Academic Calendar
- c. Veteran's Day
- d. Thanksgiving, the Wednesday prior, and the Friday following
- e. All days when the college is closed for Winter Break
- f. Martin Luther King's Birthday
- g. Good Friday
- h. Spring Break as defined in the Academic Calendar.

Article 16. FACULTY EVALUATION

Evaluation of adjunct faculty members will be consistent with NNMC's Mission, Vision, Strategic Goals, and Core Values.

16.1. Evaluation. All adjunct faculty members of the Bargaining Unit will participate in a semester evaluation. This evaluation will be formative, with plans implemented to develop and intensify the skills of the adjunct faculty member.

16.2 Adjunct faculty members may be evaluated by their immediate supervisor or higher level in the administrative line of authority.

Article 17. LEGAL LEAVE

17.1 Leave with pay will be granted to a faculty member called to serve jury duty.

17.2 Leave with or without pay may be granted to a faculty member to appear in court to assert or protect the instructor's own interest. Such leave will be to a maximum of three (3) days. Other leave for this purpose will be charged to leave without pay.

17.3 Leave with pay will be granted to a faculty member when absence from duty is required by a lawful subpoena to testify in a court proceeding or in an administrative hearing where the issue does not involve asserting or protecting one's own interest. Leave without pay will be granted regarding an issue where the instructor is bringing an action against the College. However, each party shall assume their own cost in proceedings where the Federation and/or employee and the College are adversaries, including the cost of witnesses. This provision shall apply for the current employment term only.

Article 18. COMMITTEES

18.1 The College President or designee shall determine which institutional (non-Faculty Senate) committees will be established and the responsibilities of those committees.

18.2 When the College deems it appropriate for the Federation to be represented on a College committee, the Federation shall be represented. The number of Federation representatives shall be subject to the mutual agreement of the parties. Upon agreement the Federation President shall be given ten (10) days' notice to appoint representatives.

Article 19. VACANCIES AND JOB PLACEMENT

19.1 All instruction division openings shall be posted and disseminated in a manner that will make them available to the adjunct faculty. The Federation and the College may agree upon additional appropriate methods of notification as deemed appropriate.

19.2 The parties acknowledge that the College has been and continues to be an Equal Opportunity Employer.

19.3 The College and the Federation are committed to maintain a high quality adjunct faculty. Pursuant to this goal, instruction division openings will be filled with the best-suited applicant as determined by management.

19.4 When the College determines to make changes in existing job descriptions within the bargaining unit, the Federation may review those changes.

Article 20. WORKLOAD

The preparation of teaching schedules shall be the responsibility of the Dean and the Department Chairperson. The Dean and the Chairpersons will consider recommendations from adjunct faculty members. The College shall continue to notify the adjunct faculty member of his/her tentative teaching schedule. Changes in adjunct faculty member's teaching schedule may be made as the need arises and adjunct faculty shall be notified of said changes. The final determination of teaching schedules shall be made exclusively by the College

20.1 Class cancellations

In order to meet accreditation standards, adjunct faculty members shall not cancel scheduled classes in any circumstances without prior written supervisor approval. For attendance that is approved in advance by the program or department chair, instructors should find an acceptable substitute for their classes or obtain the chair's approval for an alternate means of making up the class hours. For unanticipated absences such as illness or family emergency, instructors must notify the supervisor as soon as possible so that arrangements can be made regarding classes and other scheduled activities. Adjunct faculty members shall obtain the chair's approval for an alternate means of making up the student contact hours. Failure to notify the supervisor of a missed class meeting or excessive absences from class obligations may result in disciplinary action.

20.2 Course delivery/schedule changes

Adjunct faculty members shall not change the delivery method of instruction, the approved schedule of classes, or assigned classroom under any circumstances without prior written supervisor approval and without advanced written notification to the office of the registrar.

Article 21. INTELLECTUAL PROPERTY

The Federation and the College agree that faculty shall have exclusive rights to all copyrightable material that is not work for hire. Material is not work for hire if it is produced within the scope of a faculty member's normal responsibilities. Such material created by the faculty member remains the intellectual property of the author/inventor/creator, regardless of whether it is stored in paper or electronic form in College owned cabinets, computer files, course management systems, course delivery systems, or electronic storage devices. Works for hire are the result of a faculty member having been commissioned or assigned in writing by the College to produce a specific work that is explicitly out of the norm of regular duties as defined in this Agreement.

Article 22. FACILITIES, EQUIPMENT, AND SUPPORT

Subject to available funding, the College will provide classroom space, library access, internet connection, access to the learning management system (LMS) when appropriate, equipment, and materials to aid in the adjunct faculty member's performance.

Article 23. HEALTH AND SAFETY

The parties will comply with all applicable State and Federal laws relating to safe working conditions. Whenever an adjunct faculty member becomes aware of a condition which the adjunct faculty member feels is a violation of an institutional safety or health rule or regulation, or Board policy regarding work environment and discrimination; the adjunct faculty member will report such condition to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

Protective devices and first aid equipment will be provided to adjunct faculty members who practice in a hazardous institutional environment. The adjunct faculty members will be responsible for the proper use of such devices.

The Federation and the College agree that student discipline shall be administered according to the Standard of Conduct as contained within the Northern New Mexico College Student Handbook.

Article 24. TUITION WAIVER

24.1 NNMC will waive tuition for NNMC courses for adjunct instructors. The benefit covers up to 12 credit hours per calendar year.

24.2 This article will be reviewed in negotiations in 2020.

Article 25. SALARY PROCEDURE

25.1 Adjunct Faculty Members shall be paid their salaries in bi-weekly installments. If a payday falls on a holiday the employee shall be paid on the last workday immediately preceding the holiday.

25.2 Adjunct Faculty Members who received per diem when an overnight stay is not required will be taxed on the per diem per IRS Regulations.

Article 26. COMPENSATION

26.1 Any credentials in between the master's degree and the doctorate degree will not be compensated at the doctorate level.

Compensation for adjunct faculty will be based on the following matrix showing rates per credit hour. Any credentials between the master's degree and the doctorate degree will not be compensated at the doctorate level. A Special Program is defined as a discipline where the market value according to the salary study (refer to <https://nnmc.edu/wp-content/uploads/2018/12/FacultySalaryAnalysisv2.pdf>) demands higher compensation. This includes courses in the following programs: Electrical Engineering, Information Technology, Mechanical Engineering, Business Administration, Nursing, and Nuclear Radiation.

	Bachelor	Master	PhD
Non-special (Theory)	\$ 670	\$ 718	\$ 766
Non-special (Studio/Lab)	\$ 1004	\$ 1076	\$ 1149
Special (Studio/Lab)	\$ 1853	\$ 1986	\$ 2120

26.2 For fully online asynchronous courses with enrollments between ten (10) and twenty (20) students, the above matrices will be used. When the online course has less than ten (10) students or more than twenty (20) students, a proportionate rate will be used. For courses with less than ten (10) students, the matrix value above will be multiplied by the factor equivalent to the value of the division of the number of enrolled students divided by 10. For courses with more than twenty (20) students, the matrix above will be multiplied by the factor equivalent to the excess of students beyond twenty (20), i.e., the enrolled number of students minus twenty (20), divided by twenty (20).

For fall and spring semesters, the number of enrolled students that will be used for the calculation is the number of enrolled students on the second Monday of classes. For summer terms, the number of enrolled students that will be used for the calculation is the number of enrolled students on the first Thursday of classes.

26.3 A stipend for fully online asynchronous courses will be paid at \$150 per credit and \$75 for hybrid courses per credit that are delivered at least 50% online if the adjunct faculty has completed the Blackboard Institute or online teaching experience is demonstrated and approved by the Dean and Provost. Online courses shall be approved by the established course peer review process established by the Office of Distance Education.

26.4 For traditional courses at or above the minimum enrollment required, the matrices in section 26.1.3 of this article shall be used. Otherwise:

- a. For non- College of Nursing and Health Science courses when a course has less than ten (10) students, a proportionate rate shall be used instead of cancelling the course. For courses with less than ten (10) students, faculty will be paid one tenth (1/10) of the matrix value per each enrolled student.
- b. For College of Nursing and Health Science courses: When a non-clinical course has less than ten (10) students, a proportionate rate shall be used instead of cancelling the course. For lower-division non-clinical courses with less than ten (10) students, faculty will be paid one tenth (1/10) of the matrix value per each enrolled student. When a lower-division clinical course has less than six (6) students, management will pay a proportionate rate instead of cancelling the course. For

lower-division clinical courses with less than six (6) students, faculty will be paid one sixth (1/6) of the matrix value per each enrolled student-

- c. For College of Education capstone courses with less than six (6) students, the matrix value above will be multiplied by the factor equivalent to the value of the division of the number of enrolled students divided by 6.

For fall and spring semesters, the number of enrolled students that will be used for the above calculations is the number of enrolled students on the second Monday of classes. For summer terms, the number of enrolled students that will be used for the calculation is the number of enrolled students on the first Thursday of classes.

26.4 School District employees who teach dual credit courses at High School facilities are not adjunct faculty members under this Agreement and are not eligible to any compensation described in sections 26.1-26.3. These School District employees will remain employees and agents of the School District and are not employees or agents of the College. The College may separately choose to provide stipends to those School District employees.

26.5 Salaries funded by Federal Grants and Federal Contracts are regulated by the Code of Federal Regulations.

26.6 Adjunct faculty serving as Faculty Senators will be compensated at \$20 per hour for the duration of this agreement to attend Faculty Senate meetings. Adjunct faculty member that serve as senators cannot be compensated for more than 10 hours per academic semester and the compensation shall be limited to no more than two adjuncts per Faculty Senate meeting.

27.7 As a pilot for Academic Year 2019-2020, adjunct faculty will be eligible for a \$80 stipend per academic year if they participate in at least 80% of the meetings for following committees: Academic Standards and Undergraduate Curriculum Committee. The following conditions apply: a) No more than one adjunct faculty member per academic department in each of the committees stated can participate; b) No more than two adjunct faculty members per committee will be allowed to receive the stipend; c) The chair of the committee will make the determination of what adjunct faculty members will become part of the committee in the case that several adjunct faculty members sign for the committee.

Article 27. NO STRIKE OR LOCKOUTS

In Accordance with New Mexico Public Employee Labor Relations Board Statute 10-7E-21, the Federation and its members shall not engage in a strike and the College shall not engage in a lockout. The Federation and its members shall not cause, instigate, encourage or support a public employee strike. The Federation and its members shall not cause, instigate or engage in a public employee lockout.

Article 28. NEGOTIATING PROCEDURES AND DATES

28.1 Negotiations for a successor agreement may be initiated when either party submits a notice to the opposite party requesting the commencement of negotiations. The party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations within ten (10) work days of receiving notice. The notice of request to commence negotiations shall be sent no earlier than November 1st of the academic year of the entire Agreement's termination date. However, with the written agreement of both the Administration and Federation, any article can be re-opened at any time during any academic year.

28.2 If the parties have not reached agreement on a successor agreement before this Agreement terminates, the agreement shall remain in full force and effect until a successor agreement is negotiated and ratified.

28.3 Negotiations shall be conducted in closed session as specified in the New Mexico Public Employee Bargaining Act (PEBA).

28.4 Additional negotiations ground rules may be negotiated by the parties.

28.5 During negotiations, the parties shall meet at mutually acceptable times and places for negotiations.

28.6 Recesses, caucuses or study sessions may be called by either team at any time.

28.7 All Proposals shall be submitted both in writing and electronically in an editable document. All proposals shall include original contract language and in- line edited language from the current proposal and counter proposals.

28.9 In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service (FMCS).

29.10 Budget information shall be shared by the College.

Article 29. AGREEMENT COPIES

29.1 The parties shall print their own copies of this Agreement.

29.2 This agreement shall be posted on the College's website.

Article 30. COMPLETE AGREEMENT

The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement and no additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement and this agreement replaces any and all previous agreements between the parties.

Article 31. SEVERABILITY

If any provision of this Agreement is determined by final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provisions shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

Article 32. AGREEMENT DURATION

32.1 Except for Article 26 (COMPENSATION), all articles in this Agreement shall become effective upon signature of the authorized representatives of the parties, after ratification by the Federation membership and subsequent approval by the College Board of Regents, and shall remain in effect through June 30, 2022, subject to applicable state laws.

32.2 Every three years the entire Agreement shall be open for renegotiation. Every year Article 26 (COMPENSATION) may be opened for negotiations by either party. In the event that the State of New Mexico authorizes a salary increase, then Article 20 (WORKLOAD) shall be negotiated.

32.3 Article 26 (COMPENSATION) shall be in effect until June 30, 2019.

32.4 Negotiations for Article 26 (COMPENSATION) for 2020-2021 and 2021-2022 shall follow the procedures in Article 28 (NEGOTIATION PROCEDURES).

Article 33. SIGNATURES

This Agreement was ratified by the Federation _____ and approved by the College Board of Regents on _____.

In witness thereof, the parties hereto affix the signatures of their respective Officers and representatives.

NORTHERN FEDERATION
OF EDUCATIONAL EMPLOYEES

NORTHERN NEW MEXICO
COLLEGE

By: _____
NFEF President

By: _____
NNMC Board of Regents President

Appendix A



MEMBER'S ANNUAL INCOME	Over \$26,000	\$26,000 - \$15,157	\$15,157 - \$9,203	\$9,203 or less
DUES PER PAY PERIOD				

AFT NM LOCAL UNION NAME _____ LOCAL NUMBER _____

LAST NAME _____ FIRST NAME _____ EMAIL _____

JOB TITLE _____ WORK LOCATION _____ DATE OF BIRTH _____

SOCIAL SECURITY NUMBER _____ HOME/CELL PHONE _____ WORK PHONE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____

I understand that my dues will include the many services and benefits of local, state and national AFT bodies. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

AUTHORIZATION FOR MEMBERSHIP DUES WITHHOLDING

I hereby authorize payroll deduction from my salary for the payment of dues as set by the local union. This authorization will remain in effect until I revoke it in writing, unless specified otherwise on the local contract.

SIGNATURE _____ DATE _____



AUTHORIZATION FOR STATE COPE

I hereby authorize the Union to forward \$1 per month of my current dues payment to the AFT New Mexico Committee on Political Education. I understand that I may opt out of this authorization at any time by notifying the Union in writing and that this assessment will revert to the organizing assessment fund. I understand that this authorization does not increase my dues.

SUPPORT THE LOCAL UNION'S COMMITTEE OF POLITICAL EDUCATION

I hereby authorize the _____ (your employer) to deduct from my salary the sum of ____\$ _____\$10 _____\$20 _____(other amount) per pay period and forward the amount to the _____ (your local union) Committee on Political Education (COPE). This authorization is signed freely and voluntarily and not out of any fear of reprisal and I will not be favored or disadvantaged because I exercise this right. I understand this money will be used by the AFT/COPE (AFL-CIO) to make political contributions. This voluntary authorization may be revoked in writing at any time by notifying the _____ (your local union) in writing of the desire to do so.

Contributions/gifts to AFT/COPE (AFL-CIO) are not deductible as charitable contributions for federal income tax purpose.

SIGNATURE _____ DATE _____

ACTIVATE \$5,000 OF GROUP LIFE INSURANCE AT NO COST TO YOU

YES! I elect \$5,000 of Group Term Life Insurance which is available to me at no cost for one full year as a new AFT member. I want to be covered under the group plan for the benefits which I am or may become eligible for, as requested below. The AFT provides this insurance for one year as a benefit of AFT membership. After one year, I will be invited to continue the insurance.

My beneficiary is to be (please print) _____ Relationship _____

My gender is ____male ____female ____ I am actively at work (Retirees not eligible)



I hereby certify that all statements and answers in this form are full, complete, and true to the best of my knowledge and belief. I understand that to be eligible for coverage I must be a new AFT member, and not currently insured under the Group Term Life Insurance plan for AFT members. I understand that my coverage will become effective on the first day of the month following the date this application is signed. The premiums for this insurance are being paid by AFT only for one year from the effective date. Any person who knowingly and with intent to defraud any insurance company or other person files an AFT application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which may be a crime and may be subject such person to criminal and civil penalties. For questions, phone toll-free (888) 423-8700 or visit www.aftbenefits.org.

SIGNATURE _____ DATE _____



Amy F. Pena <amy.pena@nnmc.edu>

Final NFEET Staff CBA for Regent Packet

1 message

Geno Zamora <geno@ortiz-zamora.com>

Fri, Jul 5, 2019 at 12:45 PM

To: "Amy F. Pena" <amy.pena@nnmc.edu>, "tcrone@nnmc.edu" <tcrone@nnmc.edu>

Cc: "Ricky Bejarano (ricky.bejarano@nnmc.edu)" <ricky.bejarano@nnmc.edu>, Kenneth Lucero

<kenneth.lucero@nnmc.edu>, Jacob Pacheco <jpacheco@nnmc.edu>, Andy Romero <andy@nnmc.edu>, "debi@nmaft.org"

<debi@nmaft.org>

Amy and Tim,

Attached is the revised staff CBA with the TA's integrated. I've attached a MARKUP version and a CLEAN version so that the changes can be seen (MARKUP) and so that the parties have a final copy (CLEAN). Note that the table of contents is not corrected in the MARKUP version, but is in the CLEAN version. For reference, I have also attached each of the signed TA's.

While making the changes, I found several typographical changes that needed to be made either in the TA's or in the original CBA. Those changes can be seen in the MARKUP version as follows:

1. Article 22 Leaves – In the TA, the only change was to paragraph "22.3.8" upping payout of unused accrued annual leave from 192 to 240 hours. When making the edit, I realized that the existing CBA had several mis-numbered subparagraphs. I corrected the subparagraph numbers and this negotiated change now correctly appears in paragraph 22.3.12.
2. Article 30 Salary Procedure – the TA for Article 30 was inadvertently marked as Article 48 on the negotiated TA. I made the changes to Article 30.
3. Article 31 Fringe Benefits – the negotiations as reflected in the TA resulted in an agreement that employer/employee contributions would remain at the same rate after updating the salary ranges. In the TA, the agreed upon edits were made to the employer contributions but were not made to the corresponding employee contributions. Accordingly, I left the employee contributions the same as currently in the CBA to reflect that all contributions were agreed upon to remain the same.
4. Article 32 Compensation – in the TA, language was struck out that was both NFEET's proposed revision and, inadvertently, existing language already in the CBA. I left the existing language that was already in the CBA. The negotiated changes were made to paragraph 32.1, and the new language regarding a regional staff salary study replaced the outdated language in 32.6.
5. Article 38 Agreement Duration – there is no TA for Article 38. However, by operation of the negotiations, there are required edits (and typo corrections) to this article: 38.3 extending the date to 2020, correcting paragraph number 42.4 to read 38.4, and updating the dates in 38.4 to 2020-2021.
6. Article 39 Signatures – the previous CBA mis-numbered this paragraph as Article 43, I renumbered it. I also changed the dates to reflect the new approval dates. July 12th is the date scheduled for the Board to review and consider approval.

Tim, please let me know if you have any issues with the edits that were necessary to fully and accurately implement the negotiated TA's.

-Geno

ORTIZ & ZAMORA

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www.ortiz-zamora.com

10 attachments

 **NFEE Staff Final Agreement 2019-07-12 CLEAN.pdf**
496K

 **NFEE Staff Final Agreement 2019-07-12 MARKUP.pdf**
507K

 **Article 2-TA.pdf**
128K

 **Article 9-TA.pdf**
641K

 **Article 14-TA.pdf**
146K

 **Article 16-TA.pdf**
275K

 **Article 22-TA.pdf**
880K

 **Article 30-TA.pdf**
122K

 **Article 31-TA.pdf**
385K

 **Article 32-TA.pdf**
221K

AGREEMENT BETWEEN

THE NORTHERN NEW MEXICO COLLEGE

BOARD OF REGENTS

AND

THE NORTHERN FEDERATION OF EDUCATIONAL EMPLOYEES,

AFT-NM, AFL-CIO

NON-EXEMPT STAFF BARGAINING UNIT

EFFECTIVE THROUGH JUNE 30, 2021

REVISED EFFECTIVE JULY 1, 2019

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Article 1. INTRODUCTION

This agreement is entered into by the Northern New Mexico College, hereinafter referred to as the College and the AFT-New Mexico Northern Federation of Educational Employees #4935, hereinafter referred to as the Federation. It is the purpose of this Agreement to promote harmonious relationships between the Federation and the College, to establish a peaceful procedure for the resolution of differences and to establish rates of pay, hours of work, and other terms and conditions of employment.

Article 2. RECOGNITION

2.1 The College recognizes the Federation as the exclusive representative for all Non-Exempt Staff pursuant to the 2005 certification election.

2.2 The exclusive representative right does not apply to supervisors, managers, confidential employees, directors or coordinators who are supervisors.

2.2.1 With regard to administrative assistants, only those administrative assistants who directly report to the College president, vice-presidents, provost, assistant provost, deans and directors may be designated as confidential employees.

Article 3. DEFINITIONS

3.1 Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement.

3.2 "NNMC" shall mean Northern New Mexico College.

3.3 "Bargaining Unit" shall mean all non-probationary non-exempt staff.

3.4 "Confidential Employee" means a person who devotes a majority of his time to assisting and acting in a confidential capacity with respect to a person who formulates, determines and effectuates management policies.

3.5 "Exclusive Representative" means a labor organization that, as a result of certification, has the right to represent all public employees in an appropriate bargaining unit for the purposes of collective bargaining.

3.6 "College" shall mean Northern New Mexico College or NNMC.

3.7 "Federation" shall mean the AFT-New Mexico Northern Federation of Educational Employees #4935.

3.8 "Board" shall mean the Northern New Mexico College Board of Regents.

3.9 "President" shall mean the chief executive officer of Northern New Mexico College.

3.10 The use of one gender term shall be interpreted as including all genders.

3.11 "Day" shall mean one workday (Monday through Friday) when the College is open.

3.12 "Administration or Administrator" shall mean any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Academic Affairs/Provost, President, or their designee.

3.13 "Deadline" shall mean any deadline in the agreement that falls on a non-work day shall be moved to the next working day.

3.14 "Emergency" means a one-time crisis that was unforeseen and unavoidable.

Article 4. DISCRIMINATION

The College shall adopt a Board policy protecting all employees from discrimination, which shall be incorporated herein as a condition of this Agreement.

Article 5. AGREEMENT CONTROL

5.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the United States of America and the State of New Mexico.

5.2 If any College policy, regulation, handbook, or directive conflicts with any provision of this Agreement, the Agreement provision will control.

5.3 This Agreement may only be modified or waived through a written agreement between the College and the Federation.

5.4 The College will not implement any change that specifically conflicts with, and will abide by, the terms of this Agreement and applicable College policies, rules, handbooks and regulations. The Federation and the staff will abide by the conditions of this Agreement and applicable College policies, rules and regulations.

5.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied equally to all members of the bargaining unit.

5.6 Any proposed addition, deletion, or change to any provision of the NNMC Staff Policy Handbook that involves terms and conditions of employment of staff bargaining unit members may be negotiated by the College and the Federation into this Agreement.

Article 6. FEDERATION RIGHTS

The Federation, as the exclusive representative for all members of the Bargaining Unit, have the rights listed below:

6.1 Use of Bulletin Board Space. The Federation shall be permitted to use bulletin board space on bulletin boards in all buildings on College campuses to post Federation announcements and information. No material that is libelous, of a partisan political nature, or which is of a personally derogatory nature shall be posted by the Federation. The College may remove any material that violates this provision and shall provide written notification to the President of the Federation of such removal.

6.2 Use of College Property. The Federation shall be allowed to schedule and conduct meetings at College campuses by reserving space for such meetings in accordance with policy or approved procedures established by the College if doing so does not interfere with instruction or administrative activities.

6.3 Use of College Mail and Email. The Federation shall have the right to use campus mail and electronic communication such as email for Federation business and to communicate with the members of the Bargaining Unit.

6.4 The College shall provide payroll deduction of Federation membership dues for employees who authorize in writing the deductions in an amount specified by the Federation. Requests for such deductions shall be honored by the College provided the deduction request is submitted to the College's payroll office on a properly executed authorization form, of which a copy is attached to this Agreement (Appendix A). The authorizations may be submitted to the payroll office at any time and the deductions will commence on the next scheduled payroll. The College agrees to transmit the amount collected to the Treasurer of the Federation in a timely manner, normally within fourteen (14) workdays. Dues deductions may be discontinued or revoked by the staff member by filing such notice with the College payroll office. The College will discontinue the dues upon receipt of the copy in the same manner as the initial authorization. Dues deductions shall continue without further authorization for the term of this Agreement unless the authorization is revoked by the staff member as provided herein. The Federation shall notify the payroll office and the staff member of any change in the amount to be deducted which shall be implemented in the same manner as authorizations. The Federation and its membership and members of the bargaining unit agree to hold the College safe and harmless against any legal action concerning compliance with this provision.

Article 7. MANAGEMENT RIGHTS

7.1 The supervision of all staff members, the management of all campuses, instructional programs, and College facilities is the responsibility and obligation of the Board of Regents and the College Administration. Management retains all rights not specifically limited by this Agreement.

Article 8. EMPLOYEE INVESTIGATIONS

8.1 The College has the right to investigate all allegations of staff misconduct.

8.2 A staff member may be placed on administrative leave with pay during an investigation involving the staff member.

8.3 When the staff member is under investigation, the staff member may be represented by a Federation representative in any meetings with the College.

8.4 During an investigation, no documentation or information related to the matter under investigation will be placed in the staff member's personnel file or released publicly unless required by law. If the investigation does not result in disciplinary action, no documentation will be placed in the staff member's personnel file.

8.5 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 10 (GRIEVANCE PROCEDURE) if the action is alleged to constitute a violation of this Agreement.

8.6 The parties acknowledge the need for expeditious investigations and agree to cooperate in achieving that goal.

Article 9. PROGRESSIVE DISCIPLINE

~~9.1 The Federation and the College agree that the general purpose of discipline is to correct unsatisfactory performance and/or misconduct. Progressive discipline may be utilized when management determines that the merits of a particular case warrant such an approach. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.~~

~~9.2 An employee may be discharged, suspended without pay or terminated only for good and just cause.~~

~~9.3 Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. Examples of the least severe discipline consist of verbal warnings and written reprimands. More severe disciplines consist of suspensions and terminations.~~

~~9.4 All discipline, up to and including termination, shall be administered in accordance with the disciplinary practices listed in the staff handbook.~~

~~9.5 Upon request, an employee shall be entitled to Federation representation at any meeting called to administer a letter of reprimand or more severe disciplinary action.~~

9.1 The Federation and the College agree that the primary purpose of discipline is to correct unsatisfactory performance and/or misconduct that is below acceptable standards, or contrary to the college's legitimate interests, in a constructive manner that promotes employee responsibility. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

9.1.1 An employee may be discharged, suspended without pay, or terminated only for good and just cause.

9.2 Progressive discipline shall be used whenever appropriate. Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. There are instances when a disciplinary action, including discharge, is appropriate without first having imposed a less severe form of discipline. There are also instances when steps in progressive discipline may be omitted. Examples of the least severe discipline consist of verbal and written warnings. More severe disciplines consist of written reprimands, suspensions and terminations.

9.3 A staff member shall be entitled to Federation representation at any meeting called to deliver a written warning, administer a letter of reprimand or more severe disciplinary action.

9.4 Each case of inadequate work performance or misconduct is judged individually, and the employee's supervisor or the appropriate dean or director, in consultation with the Human Resources Department, shall determine the discipline. In any instance in which a dean or director believes suspension without pay or discharge may be warranted, the dean or director, in consultation with the appropriate vice president and with the approval from the Director of Human Resources, may initially place the employee on administrative leave with pay pending further investigation.

9.5 Progressive discipline is designed to allow an employee a reasonable opportunity to become aware of and to meet the requirements of the job, comply with College policies, procedures, practices, and regulations, and allow the employee an opportunity to improve performance and/or conduct. The following describes actions used in progressive discipline.

9.5.1 Verbal warning

An employee is issued a verbal warning for minor infractions or to correct minor faults in an employee's job performance. Verbal warnings are issued during a private conference between the supervisor and the employee where the supervisor explains the problem and recommends a process the employee must accomplish to return to satisfactory status.

9.5.2 Letter of reprimand

Should contain the following information: a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior or performance may result in further disciplinary action. The written reprimand is issued and discussed with the employee in private conference with the supervisor and must have been discussed with the employee previously. A copy of the written reprimand will be given to the employee and a copy placed in the employee's official personnel file. The written reprimand will also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

If performance or behavior does not improve, one of the following actions may occur:

9.5.3 Demotion - a demotion is a formal involuntary downward change, for disciplinary reasons with a deduction in pay.

9.5.4 Suspension – a suspension is a temporary involuntary separation of employment, without pay, for performance or conduct that has not been satisfactorily corrected through the use of oral and written warnings. Suspension may also be used for misconduct or serious violation of policy. Suspensions range from one (1) work day to thirty (30) work day, depending on the seriousness of the problem.

9.5.5 Discharge – a discharge is a permanent involuntary separation of employment from the College for disciplinary reasons. An employee may be discharged without prior progressive discipline when warranted by the seriousness of the offense.

Representative examples of infractions which may lead to disciplinary action, including Discharge (not limited to these examples):

- Violation of college policies;
- Violation of state or federal law;
- Threatening behavior;
- Leaving the work site without permission during working hours;
- Gambling during work hours or while using College resources;

- Failure to report to work without properly notifying the supervisor (AWOL) and/or failure to report to work without required uniform, safety equipment, and/or maintaining proper licensure.
- Unauthorized use or misuse of College property or records;
- Substandard work performance;
- Unsatisfactory attendance or tardiness;
- Misuse of work time while on duty, but not limited to misuse of rest periods, performing personal work, hobbies or personal recreational activities during work time, etc.;
- Failure to follow safety rules;
- Use of obscene language;
- Moving traffic violations while operating a College vehicle;
- Smoking in non-designated areas of College facilities;
- Engaging in prohibited political activities during work hours or while using College resources.

Representative examples of infractions of such a serious nature that the first occurrence may result in immediate discharge includes, but is not limited to:

- Unlawful use of and/or possession of controlled substances while on College premises;
- Drinking alcohol or being under the influence of alcohol on College premises;
- Conduct that constitutes a violation of criminal law on campus or off-campus where such conduct seriously threatens the reputation or educational mission of the College or the health or safety of any member of the College community. On a case by case basis, the College may conduct its own employment investigation and disciplinary proceeding irrespective of any actions taken by law enforcement.
- Willful damage or destruction of College records or property or another employee/student's property;
- Acts of physical violence, fighting, threatening or coercing anyone on College premises;
- Theft or dishonesty toward the College, its employees, or its students;
- Falsification or omission of information on an employee application, timesheet or other college record; regardless of the date of discovery;
- Unlawful discrimination on any basis prohibited by law;
- Sleeping on the job;
- Insubordination, including but not limited to, resisting management directives through actions and/or verbal exchange and/or failure to follow supervisor's instruction or perform assigned work;
- Possession, use of, or threats to use firearms, dangerous weapons or explosives on College premises.

9.6 Suspension, Demotion and Discharge

9.6.1 Required approvals by the Department of Human Resources

Supervisors contemplating the suspension, demotion or dismissal of a unit member, must consult with the Department of Human Resources before taking such actions. Suspension, demotion or dismissal require the approval of the Dean or Director, appropriate Vice-President and the Director of Human Resources.

9.6.2 Pay Status

Employees will normally remain at work pending the issuance of a Notice of Final Action. However, a Dean/Director may, with the approval of Human Resources, place an employee on administrative leave with pay pending completion of the investigative or disciplinary process.

9.6.3 Notice Requirements

Notices shall be in writing and will normally be served in person by the immediate supervisor, if possible. At the time of service, the employee shall be asked to sign an acknowledgement of receipt. If the employee declines, the supervisor shall so note on the letter itself for record purposes. If the notice cannot be presented personally, the letter may be sent certified mail with a return receipt requested. The notice must be properly stamped and addressed to the last address provided by the employee. Service of the notice is complete when the notice is deposited with the United States Postal Service.

9.6.4 Notice of Contemplated Action (NCA)

To initiate a suspension, demotion or discharge of a non-probationary regular or term employee, the dean/director will contact the Director of Human Resources and the appropriate Vice-President. Human Resources will assist in the drafting of the NCA, gathering required documentation and will coordinate a time to meet with the supervisor and employee to present the Notice of contemplated Action. The notice of contemplated action must include the following:

- Specify the contemplated action
- Specify the basis for a determination that just cause exists to suspend, demote or discharge the employee
- Indicate which policies the employee has violated.
- Specify that the employee has the right to respond to the notice of contemplated action within ten (10) work days of receipt of the NCA if submitting a written response. Specify that the employee must request to present an oral response within five (5) work days.

9.6.5 Response to a Notice of Contemplated Action

The employee may respond orally or in writing to the notice of contemplated action within ten (10) working days of receipt of the NCA. The written response will be submitted to Director of Human Resources. If the employee wishes to present an oral response, he/she must submit a

written request for the meeting within five (5) working days from receipt of the notice of contemplated action. Any extension of time must be in writing and agreed upon by both the employee and the Department of Human Resources. Oral response meetings will include a member of the Human Resources Department, and at the employee's request, an employee shall be entitled to Federation representation.

- When the notice of contemplated action is served by mail, the employee shall have three (3) additional calendar days in which to submit a written response or submit a request to present an oral response.
- The purpose of the written or oral response is not to provide an evidentiary hearing but is an opportunity for the employee to respond to the charges against him or her.

9.6.6 Final Notice of Disciplinary Action

If an employee submits a written response or presents an oral response, the Dean/Director will take the response into consideration. The Dean/Director, after consultation with the Human Resources Department, will decide on the final action to be taken, whether or not the employee has responded to the NCA. The final disciplinary action, signed by the Dean/Director shall be issued no later than ten (10) working days from the date of receipt of the written response, the oral response or within ten (10) working days following the expiration of the response period. The Notice of Final action should include the following:

- State the final discipline to be taken, which may be upholding the contemplated action, a lesser form of discipline than contemplated, or no disciplinary action.
- Notice should contain the basis for a determination of just cause for the suspension, demotion or dismissal.
- Statement indicating if the employee responded to the Notice of Contemplated Action.
- Specify when the disciplinary action will be effective.
- If the employee had previously submitted a timely written response or a timely oral response, inform employee that the disciplinary action may be appealed in writing to the Human Resource Department within five (5) working days from receipt of the Final Notice.

9.6.7 Appeal Process

9.6.7.1 This Appeal Process applies only if employee submitted a timely written or oral response in accordance with Section 9.6.5 above.

9.6.7.2 The employee must submit a written appeal to the Human Resources Department within five (5) working days of receipt of the Notice of Final Action. If the employee does not appeal the disciplinary action within the five (5) working days, no appeal is available.

9.6.7.3 The Department of Human Resources, within five (5) working days after receiving the written appeal, will forward the written appeal, along with all pertinent information, to the President.

9.6.7.4 The president in his or her discretion, may limit his or her review to the records submitted, or the president may elect to receive new materials or evidence to be considered. The president may consult, as appropriate, with additional parties before reaching a decision. The president will render that decision within thirty (30) working days of the appeal.

9.6.7.5 While an appeal is pending the employee shall maintain the same leave status as maintained upon employee's receipt of the Notice of Contemplated Action, or if not already on leave with pay status, may be placed on leave with pay.

Article 10. GRIEVANCE

10.1 Purpose - The purpose of this grievance procedure shall be defined as a claim that a provision or provisions of this agreement have been violated. The Federation and the College agree that this is the only grievance procedure available to members of the bargaining unit.

10.2 Definitions

1. A "grievance" shall be defined as a dispute pertaining to a claim that alleges a violation of this Agreement.
2. A "grievant" shall be any staff member, group of staff members, or the Federation.
3. "Days" as used in this Article shall mean workdays and shall not include holidays or recesses observed by the College.

10.3 Procedures

1. Grievance proceedings shall be kept informal and confidential at all levels of this procedure. Breach of confidentiality may result in disciplinary action.
2. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
3. If the College fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
4. If the grievant fails to comply with the grievant's time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void or, in the case of appeals, the previous decision by the College shall be final.
5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
6. A grievance shall not be considered unless the grievant files the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action that precipitated the grievance.
7. No reprisal or retaliation by any party to the grievance shall be taken against any party as a result of participation in the proceeding of a grievance.
8. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
9. A staff member, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. At any hearing of a grievance brought individually by a staff member, the

Federation as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment made shall be consistent with the provisions of this Agreement.

10. If a grievance affects a group of two or more staff members of the bargaining unit or involves a decision or action by the College that has a system-wide impact, the Federation may submit the grievance on behalf of the affected staff members at Level Two of this procedure. The parties may submit this grievance at Level One if all of the members of the bargaining unit affected by the grievance have the same supervisor.

11. The parties may cooperate in any investigation that may be necessary in order to expedite the process.

12. All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.

13. All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in an Appendix of this Agreement.

14. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during work time.

15. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.

10.4 Level One

1. A grievant shall first submit the grievance in writing to the grievant's immediate supervisor, either directly or through the grievant's Federation representative, with the objective of resolving the issue informally.

2. If the grievance is not resolved with the immediate supervisor, or the immediate supervisor has not responded, within ten (10) workdays of the grievance filing, a grievance may be filed at Level Two.

3. If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. Management may defer the grievance back to Level One if the supervisor at that level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of receipt of the grievance.

4. If the grievant is not satisfied with the immediate supervisor's disposition, the grievant may appeal the grievance to Level Two no later than ten (10) days following the receipt of the immediate supervisor's decision.

10.5 Level Two

1. No later than ten (10) days following receipt of the written grievance, the Department Head shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to question witnesses brought by the other party.
2. No later than ten (10) days following the conclusion of the meeting, the Department Head shall submit the written response to the grievant and the Federation.

10.6 Level Three

1. If the grievance is not settled at Level Two and the grievant(s) or the Federation (with written concurrence of the grievant) wish to appeal the grievance to Level Three (area Vice-President), it shall be appealed, in writing, to the area Vice-President within ten (10) workdays after receipt of the decision at Level Two.
2. No later than ten (10) days following the receipt of the written grievance, the area Vice-President shall schedule a meeting at a mutually agreeable time in an attempt to resolve the grievance.
3. If no resolution is reached, the area Vice-President shall submit the written decision to the grievant and the Federation no later than ten (10) days following the conclusion of the meeting.

10.7 Level Four

1. If the grievance is not settled at Level Three and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Four (President or designee), it shall be appealed, in writing, to the President within ten (10) workdays after receipt of the decision at Level Three.
2. Within ten (10) workdays the President, or the designated representative, provided said person has not been previously involved in Levels One, Two or Three, shall discuss the grievance with the grievant(s) and Federation representatives, if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) workdays following such meeting.

10.8 Arbitration

1. If both the grievant and the Federation are not satisfied with the President's written disposition, the Federation may appeal the grievance to arbitration by submitting a

written request for arbitration to the President no later than ten (10) days following the receipt of the President's or designee's written decision.

2. The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.
3. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
4. The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to add to or subtract from or extend or detract from the rights of employees covered by this Agreement.
5. The arbitrator's decision shall be final and binding on the parties.
6. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the cost.

Article 11. PROBATIONARY PERIOD

11.1 A non-exempt staff member shall be on probationary status during the first year of continuous employment from the date of initial employment in a regular or term position.

11.2 Probationary employees will be evaluated after completing six months' employment.

Article 12. RECRUITMENT OF STAFF

12.1 Names and addresses of bargaining unit employees will be provided to the Federation upon request.

12.2 When the College determines to make changes in existing job descriptions within the bargaining union, the Federation may review those changes.

Article 13. TERM APPOINTMENT EMPLOYEES

13.1 Term Appointment Employees. A term appointment employee is hired (full-time or part-time) into a position that is designated to run for a specified period of time, with an anticipated expiration date for the position. Expiration of the position may happen for various reasons, such as, the position is funded from non-recurring sources.

13.2. Salaries (Article 32) are subject to approved funding.

13.3 Term appointment employees are normally separated from the College as of a specified expiration date unless the Human Resources office notifies the employee that the appointment shall be extended.

13.4 For the specified period of appointment, term employees are entitled to the same rights and privileges as other employees except the right to appeal or grieve separation at the end of the appointment.

13.5 Term appointment employees are not placed on layoff status at the end of the appointment; however, if the end of appointment is due to loss of funding, the employee will be placed on a preferential hiring list for one (1) year.

13.6 If any provisions of this Article conflict with any provisions of the non-recurring funding source, the provisions of the non-recurring funding source shall apply, and the parties agree to meet and confer.

Article 14. ~~TIMESHEET~~EMPLOYEE SUBMISSION OF TIME

14.1 Non-exempt employees subject to the provisions of the Fair Labor Standards Act are required to submit ~~their time a timesheet to~~ and report all work and non-work hours (e.g. class time, leave, inclement weather, voting leave etc.).

14.2 ~~Employees Timesheets~~ must be submitted their time according to the published payroll calendar.

14.3 The supervisor will train and support employees on the process of completing and submitting their timesheets.

14.4 ~~The employee is responsible for the time entries made by the employee or made on the employee's behalf. Timesheets must be signed by the employee and the supervisor.~~

14.5 Falsification of an employee's time submission ~~timesheets~~ may result in disciplinary action, including dismissal.

Article 15. PERSONNEL FILES

15.1 The College shall maintain one (and only one) official personnel file for each member of the staff.

15.2 The file will be located in the Office of Human Resources.

15.3 A staff member will be permitted to review the material contained in his or her file. At the time the file is reviewed, the staff member shall sign and date a form maintained in the personnel file.

15.4 The College will provide a staff member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the staff member. The staff member may submit a written response to any document placed in the staff member's personnel file. This response shall also be placed in the staff member's file.

15.5 A staff member may be accompanied by a Federation representative while reviewing his or her file. In addition, a staff member may allow a Federation representative to view his or her file provided that the staff member makes such authorization in writing. The Human Resources Director or his or her designee must be present during any review of personnel files.

15.6 A staff member may request a copy of his or her personnel file at any time. The copy will be made available to the staff member within three (3) working days at the current cost per copy.

15.7 Staff members may also place in their file materials relevant to their qualifications, accomplishments training, and service.

15.8 If a member of the Bargaining Unit considers material in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request to the Vice President in writing that the material be removed. The area Vice President, in consultation with Human Resources, shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the area Vice President explains to the staff member why it is still relevant. However, "core documents" such as contracts, legal settlements, and notices of disciplinary action, shall remain in a staff member's personnel file irrespective of age.

15.9 All material placed in a staff member's file is subject to the grievance procedure if the placement is alleged to violate this Agreement.

Article 16. WORK WEEK/WORK HOURS AND SCHEDULING

16.1 A regular work week begins on Sunday at 12:01 a.m. and ends on Saturday at midnight.

16.2 The regular work schedule is forty (40) hours per week and consists of five (5) traditional work days within a seven (7) calendar day period, normally Monday through Friday. Nontraditional schedules may exist in areas such as, but not limited to, security, plant maintenance, libraries and other seven (7) day per week operations.

16.2.1 Based on the operational needs of the College, the College may determine that employees in the bookstore may be assigned to alternative work schedules (e.g. four-day work-weeks).

16.3 The traditional daily working hours are from 8:00 a.m. to 5:00 p.m.

16.4 Rest Periods - Each workday shall include one (1) fifteen (15)-minute paid rest period for every four (4) hours worked in a workday. Rest periods are considered as time worked and are provided by the College to allow employees to refresh themselves, and to conduct limited personal business.

16.4.1 Such rest periods should be taken approximately in the middle of each four (4)-hour period and shall not exceed fifteen (15) minutes whether or not the employee chooses to leave the work area.

16.4.2 The employee's immediate supervisor shall schedule rest periods in a fair and reasonable manner and according to operational needs.

16.4.3 Rest periods shall not be scheduled at the beginning or the end of a work period or appended to a meal break or another rest period.

16.4.4 Employees may not use rest periods for the purpose of making up absences or late arrival.

16.4.5 Employees working five (5) or more hours in a workday shall be entitled to a fifteen (15)-minute rest period for each four (4) hours worked.

16.5 Each employee will have a one-hour unpaid lunch period during any eight (8) hours of work. It may be required at times that the supervisor may have to assign a lunch period in order to meet the needs of the department. The normal lunch hour is between 11:00 a.m. to 12:00 p.m. or 12:00 to 1:00 p.m. Failure to take a lunch hour will not be used to shorten the workday. Lunch breaks are subject to interruption and scheduling by management. Part-time employees working fewer than five (5) hours in a day shall normally not take a meal break.

16.5.1 Employees required to work during their lunch period shall be compensated in accordance with Article 32 (Overtime and Compensatory Time).

Article 17. OBSERVED HOLIDAYS

17.1 When a holiday observed by the College falls on Saturday, Friday will be the day the holiday is observed; when a holiday observed by the College falls on Sunday, Monday will be the day the holiday is observed.

17.2 Unit members required to work an observed holiday are paid the holiday and the actual time worked.

17.3 Unit members must work or be on a paid leave status the work day before and after the holiday to be eligible for observed holiday pay.

17.4 The following holidays will be observed during the term of this Agreement:

1. Labor Day
2. Veteran's Day
3. Thanksgiving and the Friday following Thanksgiving
4. Christmas Eve and Christmas Day
5. New Year's Day
6. Martin Luther King's Birthday
7. Good Friday
8. Independence Day
9. Memorial Day

Article 18 – WELLNESS PROGRAM

18.1 Classified staff employees will continue to be allowed to participate in the Wellness Program as detailed in the current Staff Handbook.

Article 19. REDUCTION IN FORCE

19.1 The College shall retain the right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF).

19.2 When the College anticipates a RIF that will result in the discharge or termination of staff members in the bargaining unit, the College will notify the Federation in writing of the anticipated RIF at least twenty (20) workdays prior to the implementation of the RIF. The notice shall include the affected program(s), department(s), staff member(s), the expected date of the RIF, and a brief description of the circumstances necessitating the RIF.

19.3 Prior to the implementation of a RIF, the Federation may submit recommendations regarding downsizing or formally discontinuing a program or department and will be sent to the President for consideration.

19.4 The Federation may request in writing to meet with the College President and/or designee to discuss possible alternatives to the RIF, provided such request is made no later than five (5) workdays after the receipt by the Federation of the College's notice of intent to RIF.

19.5 The College will consider ways of avoiding the need for a RIF through the use of both voluntary and involuntary transfers.

19.6 The determination as to which staff member is to be laid off shall be based on factors including, but not limited to, the following: education, relevant employment experience, evaluations, certifications or licenses, if applicable, and program needs or requirements. If all factors listed in the previous sentence are found to be equal, then seniority will be the determining factor.

19.7 The College will attempt to place the affected full time staff member in a vacant full time position for which they qualify. If an affected staff member does not accept an offered position, they shall have no recall rights under this article.

19.8 Whether the Federation exercises its option to meet with the College in accordance with 19.4 above or not, the Federation may submit recommendations or alternatives to the RIF.

19.9 A staff member laid off as a result of a RIF shall be placed on a layoff roster for a period of Twelve (12) Months. The factors used for determining the order of recall shall include, but not be limited to, those enumerated in 20.6. above. A staff member notified of recall shall have fifteen (15) calendar days to accept the position. A staff member who refuses an offered position shall have no further rights to employment. Failure to respond within the time frame shall be considered a refusal of employment.

19.10 Upon lay-off, a staff member may continue to participate in health insurance benefits by contributing the full premium in accordance with the provisions of COBRA.

Article 20. EMPLOYEE EVALUATION

20.1 Employees shall be evaluated once each fiscal year (July 1 to June 30) for his or her performance within his or her job description and specific work assignments.

20.2 Employees will be evaluated by their immediate supervisor.

20.3 The performance evaluations shall be conducted through the use of evaluation criteria, forms and procedures established by the Human Resources Department.

20.4 The employee may submit a written response to the evaluation.

20.5 The complete evaluation form, and if applicable, the employee's written response, shall be submitted to the Human Resources Department for inclusion the employee's personnel file.

Article 21. **SENIORITY**

- 21.1 Seniority shall be defined as the total length of continuous full-time employment with the college.
- 21.2 Seniority credits shall commence with the employee's most recent date of full-time employment.
- 21.3 Time spent on paid leave shall be counted for seniority purposes.
- 21.4 Time spent on approved unpaid leave shall not constitute a break in service.
- 21.5 The College will maintain a seniority list of all employees in the bargaining unit.
- 21.6 Upon request, the College will provide the Federation with a copy of the employee seniority list.
- 21.7 In the event employees have the same date of hire, the date of the employee's acceptance of the offer letter shall govern.

Article 22. LEAVES

22.1 Sick Leave/Personal Leave

23.1.1 Bargaining unit staff shall be credited with 129 hours of sick leave per year which shall be accrued on a pay period basis. Three (3) of the accrued days shall be considered personal leave days. Part-time staff shall accrue sick leave at a pro rata percentage of the full-time rate. Sick leave is earned during actual time worked and during paid leave. Sick leave is not earned during periods of unpaid leave.

22.1.2 Sick leave may be used only for the following:

- Personal illness or injury (including pregnancy, childbirth, and other related medical conditions).
- Partial days when an employee, who has been on sick leave, returns to work on a part-time basis.
- Transporting an immediate family member for medical services
- Caring for immediate family member, defined as spouse, parent, grandparent, child, brother, sister or any other person residing in the same household of employee, who becomes ill or injured and requires personal assistance from the employee. Length of time charged to sick leave under this paragraph shall not exceed five (5) consecutive work days, unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family and Medical Leave Act leave who are experiencing extreme circumstances covered under this paragraph, more time may be allowed at the discretion of the employee's Department Director.
- Doctor's appointments and other pre-scheduled health-related absences. An employee requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists.
- Supervisors **may** authorize an employee to use accrued sick leave to attend the funeral of a relation by blood or marriage, **with the exception of cousins.**

22.1.3 The employee requesting sick leave shall personally place the call unless extraordinary circumstances exist which render the employee unable to call.

22.1.4 An employee who calls in sick shall not be allowed to change the leave designation to any other type of leave at a later date.

22.1.5 Employees are required to call the immediate supervisor when unable to report to work due to illness or injury within one (1) hour of the employee's work shift.

22.1.6 When an employee is absent for three (3) consecutive work days due to illness or injury, he/she shall submit to his/her supervisor a "Physician's Statement" certifying that he/she was under the doctor's care during the period of absence and was unable to work. At the supervisor's

discretion, a "Physician's Statement" may also be required for the first day of absence due to sickness in cases involving an employee's re-occurring absences or chronic illnesses.

22.1.7 When an employee becomes ill or injured on vacation, he/she may present a "Physician's Statement" verifying the period of illness or injury and charge the period to sick leave rather than vacation.

22.1.8 When a holiday falls during the time an employee is on sick leave, the holiday will be charged rather than sick leave.

22.1.9 The College reserves the right to require an employee to see a licensed healthcare provider of the College's choice, and at the College's expense, to render a medical opinion on an employee's condition in regard to such employee's use of sick leave, as appropriate in cases involving an employee's re-occurring absences or chronic illnesses.

22.1.10 Failure to comply with sick leave practices will result in the employee being placed on Absence Without Authorized Leave (AWOL) status and may result in disciplinary action.

22.1.13 Each employee shall be credited with three (3) paid personal leave days at the beginning of each academic year. Personal leave is subtracted from the staff member's sick leave. Personal leave cannot be accumulated but remains in the sick leave balance if not utilized by the end of the fiscal year. The employee shall notify the supervisor of his/her need to use personal leave at least 48 hours in advance unless an emergency situation exists. An employee shall not be required to state the reason for the personal leave.

22.1.11 Sick leave shall be accumulated up to a maximum of 200 days (1600 hours).

22.1.12 No compensation shall be paid for accrued and unused sick leave at the end of a staff member's employment with the college.

22.2 Family and Medical Leave Act (FMLA) - The purpose of the FMLA is to ensure that workers can meet their family obligations without fear of losing their jobs or being otherwise adversely affected by taking time off. FMLA affords workers the right to take up to 12 weeks off from work to care for themselves or family members during a covered medical event or for certain other family reasons. The faculty member can opt to use their sick leave to continue to receive pay during the leave. The faculty member must contact the Human Resources Department for eligibility requirements.

22.3 Annual Leave – The College reserves the right to approve, disapprove or schedule an employee's annual leave in response to the needs of the college. Supervisors shall make every effort to schedule annual leave during the periods least disruptive to the educational process.

22.3.1 Full time employees accrue 192 hours of annual leave per fiscal year which shall be accrued on a pay period basis. Part-time staff shall accrue annual leave at a pro rata percentage of the full-time rate.

22.3.2~~1~~ The College may exercise its right to extend the Winter break for all employees by

scheduling a maximum of eight days of annual leave in addition to the regularly scheduled holiday.

22.3.~~32~~ Annual leave is earned during actual time worked and during paid leave. Annual leave is not earned during periods of unpaid leave.

22.3.~~43~~ No employee may carry over more than 240 hours of annual leave from one fiscal year into the next. At the end of each fiscal year (June 30th), any accrued annual leave in excess of 240 hours is forfeited.

22.3.~~54~~ Employees must request and receive approval of annual leave, in advance, from their immediate supervisor. Employees are required to provide at least ten (10) calendar days advance notice for any annual leave request of five (5) days or more. This requirement does not apply to emergency annual leave requests.

22.3.~~65~~ Annual leave may not be taken in excess of the amount accrued unless a Leave Without Pay is approved.

22.3.~~76~~ Using their annual leave balances, Unit employees in the Finance, Accounting and Information Technology Departments are mandated to take an annual two week vacation each fiscal year. During this period, employees will not be allowed to access email or respond to telephone calls. In the event that the employee does not schedule this leave, management retains the right to schedule the leave based on the needs of the college. If the unit employee does not have a sufficient leave balance to cover the absence, he/she will be granted paid administrative leave for the time absent.

22.3.~~87~~ Employees on scheduled annual leave when Administrative Leave (e.g. inclement weather, etc.) is granted, shall have the leave charged to the employee's annual leave unless the College closes for a full day. In this case, the employee's annual leave will not be charged and the leave will be charged to Administrative Leave.

22.3.~~98~~ Term appointment employees, as defined in article Z, should use accrued annual leave prior to the expiration of the appointment.

22.3.~~109~~ A unit member moving from a non-term position to a term appointment position, shall use all accrued annual leave prior to the move. Management reserves the right to pay the unit member any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the term appointment position.

22.3.~~119~~ A unit member moving from one term appointment position to another term appointment positions, shall use all accrued annual leave prior to the move. Management reserves the right to pay the unit member any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the new term appointment.

22.3.~~128~~ Upon separation from the College, non-term appointment employees are paid for unused accrued annual leave hours up to a maximum of ~~192~~240 hours. Term appointment employees shall only be paid for unused accrued annual leave if payment is allowed through

the funding source

22.3.139 Upon termination or non-renewal of funding for term appointments, accrued annual leave will be forfeited.

22.4 Bereavement Leave

Upon notification to the supervisor, a staff member may be granted up to three (3) days of leave with pay for a death in the staff member's family. "Family" is defined as spouse, domestic partner, parent, step-parent, child, step-child, brother, sister, father- or-mother-in-law, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the staff member. Upon approval of the Department Head, additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.

22.5 Military Leave

Emergency military leave, temporary military leave, and indefinite military leave shall be granted to faculty members in accordance with state and federal law, specifically, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

22.6 Voting Leave

Unit employees, who are New Mexico registered voters, are granted, at their request, time off from College duties to vote in government elections. Such time off within the daily work schedule is paid at straight-time for a maximum of two (2) hours. The College reserves the right to schedule the time off.

22.7 Jury Duty and Required Court Attendance

A staff member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to the Human Resources Department. A faculty member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled work day. In lieu of taking leave with pay, an employee may elect to retain monies received from the court. An employee who elects to take leave with pay must remit to the Payroll Office, monies received in connection with his or her enforced court attendance (excluding reimbursement for mileage).

22.8 Domestic Abuse Leave

The College provides domestic abuse leave to any employee who is a victim of domestic abuse in accordance with the New Mexico Promoting Financial Independence for Victims of Domestic Abuse Act, NMSA 1978, § 50-4A-1 thru 4A-8. Domestic abuse leave means intermittent paid or unpaid leave time for up to fourteen (14) days in any calendar year, taken for up to eight hours in one day. Leave time may be used to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorney's victim advocates or to attend court proceedings related to the domestic abuse of the employee, a minor child of the employee, or a person for whom the employee is a legal guardian. When domestic abuse leave is taken in an emergency, the employee or the employee's designee must give notice to the employee's supervisor or the College's Human Resources Department within twenty-four hours of commencing the domestic abuse leave. An employee may use paid leave time or unpaid leave time, consistent with College policies.

22.8.1 Certification or Verification - The College may require verification of the need for domestic

abuse leave. If verification is required, an employee must provide one of the following forms of verification in a timely fashion:

- A police or security report indicating that the employee or a family member as defined above was a victim of domestic abuse; or 1) copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse. The document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or
- The written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or prosecuting attorney stating that the employee or a family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse. The faculty member must contact the Human Resources Department for eligibility requirements.

22.8.2 Confidentiality - The College shall not disclose verification information and shall maintain confidentiality of the fact that the employee or employee's family member was involved in a domestic abuse incident, that the employee requested or obtained domestic abuse leave and that the employee made any written or oral statement about the need for domestic abuse leave. The College may disclose employee's information related to domestic abuse leave only when the employee consents, when a court or administrative agency orders the disclosure or when otherwise required by federal or state law.

22.9 Governmental Entity

A full-time staff member who has been duly appointed or elected as a member of a legally constituted State or Federal Board or County, Municipal or Public Utility Commission, shall be entitled to leave with pay when requested to be absent from his employment in order to attend meetings or transact business of said Board or Commission. Such leave does not apply to publicly balloted and elected offices (for example, City Council, County Commission, School District Board of Education, etc.). Any payment provided to the staff member, other than food and travel expenses, shall either be refused or turned in to the College as reimbursement for the leave with pay.

A staff member shall not participate in a Board or Commission if such participation will create a conflict of interest for the faculty member or the College or otherwise violates applicable conflict of interest laws. Absence from duty must be approved by the College President or his/her designee and it must not hamper the performance of his/her duties with the College. Such leave shall normally not exceed (2) days per month unless previously approved by the Board.

22.10. Leaves Without Pay - While leaves without pay is not recommended, or granted without expectation of reinstatement, reinstatement is not guaranteed. While on an approved leave without pay, the staff member shall be responsible for the employee and employer cost of medical benefits.

22.10.1 Education Leave- An extended leave of absence without pay may be granted an employee for a period not to exceed one (1) year. Upon request, this leave may be extended for a period not to exceed one (1) additional year.

22.10.2 Extended Personal Leave/Leave Without Pay- An employee may be granted an extended leave without pay for extended periods for illness or injury, personal reasons, sickness in a family, or other purposes of a personal nature at the discretion of the area Vice-President. A staff

member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practical. Approval may be granted for a limited duration and based on operational needs. A leave without pay shall not exceed one (1) year.

Article 23. OVERTIME AND COMPENSATORY TIME

23.1 The Fair Labor Standards Act requires that covered, non-exempt employees receive overtime pay at one and one-half times the employee's regular rate of pay for all hours worked over 40 hours in a workweek. Compensatory time may be granted in lieu of overtime pay if there is a written agreement, in advance, between the supervisor and the employee that the employee will receive compensatory time in lieu of a cash payment for overtime.

23.1.1 The work week commences on Sunday at 12:01 a.m. and ends at 12:00 midnight on Saturday.

23.1.2 All hours worked must be reported on the employee's timesheet.

23.1.3 The parties agree that the use of flex time during the work week is desirable to avoid the need for overtime.

23.2 Overtime - In order to receive overtime pay, an employee must work more than 40 hours in the 7-day work week. Non-work hours are not considered hours worked and do not count when determining whether overtime compensation is due. Such non-work hours include release time for class, time off for vacation, holidays, sick leave, jury duty and other types of leave.

23.2.1 All overtime work must be pre-approved by the Department Director. Employees must note all time worked on their time sheets, including overtime, whether or not the overtime was pre-approved. Employees will be paid for all hours worked, including unapproved overtime. However, an employee who fails to obtain pre-approval for overtime work may be disciplined.

23.3 Compensatory Time - In order to receive compensatory time, an employee must work more than 40 hours in the 7-day work week. Non-work hours are not considered hours worked and do not count when determining whether overtime compensation is due. Such non-work hours include release time for class, time off for vacation, holidays, sick leave, jury duty and other types of leave.

23.3.1 Compensatory time is accrued at one and one-half times (1.5) of compensatory time for each hour of overtime worked.

23.3.2 No employee may accrue more than 240 hours of compensatory time. An employee shall be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the College.

23.3.3 Employees separating from the College will be paid for any unused compensatory time at a rate of compensation not less than the average regular rate received by the employee during the last 3 years of the employee's employment or the final regular rate received by the employee, whichever is higher.

23.3.4 The Human Resources Department is the official record keeper of compensatory time records for employees of the College.

Article 24. TRANSFERS

24.1 The parties agree that the primary consideration for transfers shall be what is in the best interest of the operations of the College.

24.2 The College will consider an employee's request for a voluntary transfer to another position.

24.2.1 The requestor must meet the minimum job requirements as listed in the job description.

24.2.3 The rate of pay in the new position will be determined by the Department Director in consultation with the Department of Human Resources.

24.2.4 The College may approve transfers at its discretion.

24.3 Involuntary transfers will be made at the discretion of the College, maintaining the compensation rate of the involuntarily transferred employee. The parties shall endeavor to establish positive dialogue as a means of reducing conflict over transfer.

Article 25. OUTSIDE EMPLOYMENT

25.1 The College and the Federation agree that an employee's position with the College shall be the primary source of employment. Employees may engage in outside employment. However, both parties agree that as a professional courtesy, the employee shall inform the Director of Human Resources of such outside employment. Such outside employment shall not effect performance, cause absenteeism, or create a conflict of interest for the College.

Article 26. FACILITIES, EQUIPMENT AND SUPPORT

26.1 Subject to available funding, the College will provide office space, internet connection, equipment, and materials to aid in the staff member's performance.

Article 27. SUSPENDED PROGRAMS

27.1 The College shall determine whether or not to continue, discontinue, or re-institute programs.

27.2 The Federation may make recommendations to the College on the continuance, discontinuance ore reinstition of programs. The College will consider the Federation recommendations.

Article 28. COMMITTEES

28.1 The College President or designee shall determine which institutional committees will be established and the responsibilities of those committees.

28.2 The Federation shall be represented on NNMC's Loss Prevention & Control Committee. The Federation shall appoint one representative no later than July 1st of each year.

28.3 When the College deems it appropriate for the Federation to be represented on a College committee, other than the Loss Prevention & Control Committee, the Federation shall be represented. The number of Federation representatives shall be determined by the College. The Federation President shall be given ten (10) days' notice to appoint representatives.

28.4 The Federation and the College agree that staff committees may continue to operate according to policy.

28.5 The Federation and the College agree to the creation of a Labor/Management Relations Committee. The Labor/Management Committee shall 1) consist of a minimum of two representatives appointed by the Federation President and two representatives appointed by the College President 2) discuss issues of concern to either party, 3) meet at times and locations that are mutually acceptable and 4) be empowered to develop its rules of operation.

Article 29. HEALTH AND SAFETY

29.1 The parties will comply with all applicable State and Federal laws relating to safe working conditions. Whenever a staff member becomes aware of a condition which the staff member feels is a violation of an institutional safety or health rule or regulation, or Board policy regarding work environment and discrimination; the staff member will report such condition to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

29.2 Protective devices and first aid equipment will be provided to staff members who practice in a hazardous institutional environment. The staff members will be responsible for the proper use of such devices. Unless specially trained as part of their job duties, employees will not be required to participate in any dangerous activities or conduct any operations that requires special training.

Article 30. SALARY PROCEDURE

30.1 Employees shall be paid on a biweekly basis.

30.2 If a payday falls on a weekend, ~~or~~ holiday, or a day when the College has scheduled closure, the employee shall be paid on the last work day immediately preceding the weekend, ~~or~~ holiday, or scheduled closure.

30.3 If a payday falls during the period in which the College is closed during Winter Break in December, the employee shall be paid on the regularly scheduled payday. Refer to 30.2 if the regularly scheduled payday is on a weekend or holiday.

Article 31. FRINGE BENEFITS

The Federation recognizes that some fringe benefits and conditions on benefits are set and regulated by the State and/or Federal Government.

1. Shared Cost Benefits:

A. For Fiscal Year ~~2017-18 and 2018-19~~ up to 2020-21, the College will provide employees coverage under the group plan from the New Mexico Public Schools Insurance Authority (NMPSIA). The College reserves the right to select benefits vendors through an appropriate procurement process, applying appropriate fiscal and quality of service analysis.

a. Eligible employees and eligible family members are defined by NMPSIA and may participate in the following plans offered by NMPSIA. Each fiscal year, NMPSIA may offer an open/switch enrollment period. Payment for these benefits shall be based on rates established by NMPSIA for participating members. The Employer shall contribute the amount required for such payments. Eligibility, effective dates, and change of status rules are defined by NMPSIA. The following benefits are subject to change by NMPSIA.

b. Group Insurance (Medical, Dental, Prescription Drugs and Vision)

The costs are shared between College and eligible employees distributed as follows:

Annual Salary: \$14,999 or less	NNMC 80% of premium	Employee: 20% of premium
Annual Salary: \$15,000 - \$19,999	NNMC 75% of premium	Employee: 25% of premium
Annual Salary: <u>\$120,000</u> - \$24,999	NNMC 70% of premium	Employee: 30% of premium
Annual Salary: \$25,000 - \$29,999	NNMC 65% of premium	Employee: 35% of premium
Annual Salary: \$30,000 or greater	NNMC 60% of premium	Employee: 40% of premium

c. Employees on approved extended unpaid leave of absences shall be permitted to maintain their group insurance programs in accordance with the law. In such cases, the employee must assume 100% if the premium cost.

B. Educational Retirement - The Educational Retirement Board (ERB) is the statutory entity responsible for administering the New Mexico Educational Retirement Act (ERA). NM Educational retirement is a shared rate set by New Mexico Statute. The rate for FY2019-~~208~~ and FY2019, based on gross pay, is 7.9% for employees with a salary of \$240,000 or less and those over \$240,000 pay 10.7%. The College contributes 14.153-90% of employee's gross pay.

Regular membership is a condition of employment and all local administrative unit employer who qualify as regular members must be covered under the Educational Retirement Act, commencing with the first day of employment.

C. New Mexico Retiree Health Care

NM Retiree Health Care is a shared rate set by NM Statute. The rate for FY2018 and FY2019-20, based on gross pay, is 1% (employee) and 2% (NNMC).

2. Other benefits paid by NNMC

A. Basic Term Life Insurance (employee coverage) \$50,000

B. Employee Assistance Program

C. State Unemployment Insurance

D. Worker's Compensation

E. Educational opportunities

Employee Tuition Waivers- The College will waive tuition (all fees are excluded) for up to 9 credit hours each academic semester and up to 6 credit hours each summer term.

Full-Time employees may be granted time off with pay per week to attend one (1) course each semester at the discretion of the employee's supervisor. The employee participating shall forfeit breaks on class days. Supervisors are encouraged to grant permission for such time off, if possible based on workload or other legitimate business reasons. If time off is not feasible, supervisors are encouraged to arrange an alternative work schedule in order for an employee to attend a class during the day. Employees granted time off to attend class must either report to class or remain at work.

Tuition or fees for Continuing Education courses are not covered.

Employees working less than 40 hours per week are not eligible for time off.

Dependent Tuition- The College will waive tuition (all fees excluded) for up to 18 credit hours per semester for eligible dependents of an employee. This program applies to NNMC offered courses only.

Tuition or fees for Continuing Education courses are not covered.

Non-resident tuition in excess of New Mexico resident tuition is not covered.

Eligible dependents include a legal spouse, domestic partner (affidavit of Domestic Partnership must be filed with Human Resources), and any naturally, legally adopted, or step-children who, as of the original application deadline, are unmarried and have not reached age of twenty-five (25). When an employee is no longer married or a domestic partnership is terminated, the ex-spouse or domestic partner is not eligible for tuition benefits under this program, effective with the academic semester following the date of the divorce or termination of the domestic partnership.

The amount of the tuition benefit will be reduced by the amount of tuition waived by any other tuition waiver or tuition scholarship. The amount of an individual's dependent education tuition benefit, plus the amount of any need-based financial aid grants, will not exceed the cost of attendance, as defined by the Financial Aid Office.

Under IRS regulation, the value of tuition benefits may be considered taxable income to the employee. The value of benefit, if applicable, will be included as compensation on the employee's W-2 form filed with the IRS and subject to withholding.

3. Employee Paid Benefits

A. Flexible Spending Accounts – allows the employee to pay for eligible medical and/or dependent care expenses on a pre-tax basis.

B. Life Insurance – Additional Employee Term Life (Supplemental) Life, and Dependent Life (spouse, domestic partner, and children) coverage are provided.

C. Supplemental Retirement Plans -Members of the Bargaining Unit are eligible to participate in a supplemental retirement plan (403(b) and 457(b) accounts). Contribution limits are established each calendar year by the Internal Revenue Service.

D. Other Supplemental Plans (Voluntary Supplemental Accident), Cancer and other products including financial products offered by various carriers. For a complete list of other supplemental insurances and carriers contact the human resources department.

Article 32. COMPENSATION

32.1 Bargaining unit members, for Fiscal Year ~~2019-208-19~~, will receive a 42% across-the-board salary increase appropriated by the 20198 Legislature.

32.2 The following minimum pay rates will be increased effective July 1, 2018:

Custodians - \$11.20 per hour
 Groundskeepers - \$11.55 per hour
 Security Officers - \$11.55 per hour
 Receptionist - \$11.76 per hour
 Clerk - \$11.76 per hour
 Administrative Assistant - \$12.80 per hour

32.3 The following adjustments will be made for longevity effective July 1, 2018:

Custodians

Unit members who have completed at least 6 years of service as of 6/30/18 will receive an additional \$.20 per hour above the minimum rate

Unit members who have completed at least 7.5 years as of 6/30/18 will receive an additional \$.30 per hour above the minimum rate

Unit members who have completed 8-14 years as of 6/30/18 will receive an additional \$.69 per hour above the minimum rate

Unit members who have completed 15-17 years as of 6/30/18 will receive an additional \$.76 per hour

Unit members who have completed more than 18 years as of 6/30/18 will receive an additional \$.57 per hour

Administrative Assistants

Unit members who have completed at least 5 years of service as of 6/30/18 will receive an additional \$.20 per hour above the minimum rate

32.4 Bargaining unit members who will receive a maximum of a 2% increase in Fiscal Year 2018-19, will receive a one-time pay supplement of \$635 in Fiscal Year 2017-18 which does not increase an employee's base pay, in accordance with NMAC 2.82.3(B)(1).

32.5 Bargaining unit members who will receive more than a 2% increase in Fiscal Year 2018-19, will receive a one-time pay supplement of \$250 in Fiscal Year 2017-18 which does not increase an employee's base pay, in accordance with NMAC 2.82.3(B)(1).

32.6 The Parties agree to re-open salary negotiations on or after March 31, 2019. On or before December 1, 2019, the College shall complete a regional staff salary study, including local entities and considering regional market cost of living.

Article 33. NO STRIKE OR LOCKOUTS

33.1 In Accordance with New Mexico Public Employee Labor Relations Board Statute 10-7E-21, the Federation and its members shall not engage in a strike and the College shall not engage in a lockout. The Federation and its members shall not cause, instigate, encourage or support a public employee strike. The Federation and its members shall not cause, instigate or engage in a public employee lockout.

Article 34. NEGOTIATING PROCEDURES

34.1 Negotiations for a successor agreement may be initiated when either party submits a notice to the opposite party requesting the commencement of negotiations. The party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations within ten (10) work days of receiving notice. The notice of request to commence negotiations shall be sent no earlier than November 1st prior to the entire Agreement's termination date. In the event that the State of New Mexico authorizes a salary increase, then Article 35 (FRINGE BENEFITS), shall be renegotiated. However, with the written agreement of both the Administration and Federation. However, with the written agreement of both the Administration and Federation, any article can be re-opened at any time during the fiscal year.

34.2 If the parties have not reached agreement on a successor agreement before this Agreement terminates, the agreement shall remain in full force and effect until a successor agreement is negotiated and ratified.

34.3 Negotiations shall be conducted in closed session as specified in the New Mexico Public Employee Bargaining Act (PEBA).

34.4 Additional negotiations ground rules may be negotiated by the parties.

34.5 During negotiations, the parties shall meet at mutually acceptable times and places for negotiations.

34.6 Recesses, caucuses or study sessions may be called by either team at any time.

34.7 All Proposals shall be submitted both in writing and electronically in an editable document.

34.8 In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service (FMCS).

34.9 Budget information shall be shared by the College.

Article 35. AGREEMENT COPIES

35.1 The parties shall print their own copies of this Agreement.

35.2 This agreement shall be posted on the College's website.

Article 36. COMPLETE AGREEMENT

36.1 The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement and no additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement and this agreement replaces any and all previous agreements between the parties.

Article 37 - SEVERABILITY

37.1 If any provision of this Agreement is determined by final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provisions shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

Article 38. AGREEMENT DURATION

38.1 Except for Article 32 (COMPENSATION), all articles in this Agreement shall become effective upon signature of the authorized representatives of the parties, after ratification by the Federation membership and subsequent approval by the College Board of Regents, and shall remain in effect through June 30, 2021, subject to applicable state laws.

38.2 Every three years the entire Agreement shall be open for renegotiation. Every year Article 32 (COMPENSATION) may be opened for negotiations by either party. In the event that the State of New Mexico authorizes a salary increase, then Article 31 (FRINGE BENEFITS) shall be negotiated.

| 38.3.3 Article 32 (COMPENSATION) shall be in effect until June 30, 2020~~19~~.

| ~~38.4~~ 38.4 Negotiations for Article 32 (COMPENSATION), for ~~2019 — 2020, and~~ 2020-2021 shall follow the procedures in Article 34 (NEGOTIATION PROCEDURES).

Article ~~3943~~. SIGNATURES

This Agreement was ratified by the Federation on ~~June 27th, 2019~~ and approved by the College Board of Regents on ~~July~~June 12th, 2019.

In witness thereof, the parties hereto affix signatures of their respective Officers and Representatives.

NORTHERN FEDERATION
OF EDUCATIONAL EMPLOYEES

NORTHERN NEW MEXICO
COLLEGE

By: _____
NFEE President

By: _____
NNMC Board of Regents President

AGREEMENT BETWEEN

THE NORTHERN NEW MEXICO COLLEGE

BOARD OF REGENTS

AND

THE NORTHERN FEDERATION OF EDUCATIONAL EMPLOYEES,

AFT-NM, AFL-CIO

NON-EXEMPT STAFF BARGAINING UNIT

EFFECTIVE THROUGH JUNE 30, 2021

REVISED EFFECTIVE JULY 1, 2019

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Article 1. INTRODUCTION

This agreement is entered into by the Northern New Mexico College, hereinafter referred to as the College and the AFT-New Mexico Northern Federation of Educational Employees #4935, hereinafter referred to as the Federation. It is the purpose of this Agreement to promote harmonious relationships between the Federation and the College, to establish a peaceful procedure for the resolution of differences and to establish rates of pay, hours of work, and other terms and conditions of employment.

Article 2. RECOGNITION

2.1 The College recognizes the Federation as the exclusive representative for all Non-Exempt Staff pursuant to the 2005 certification election.

2.2 The exclusive representative right does not apply to supervisors, managers, confidential employees, directors or coordinators who are supervisors.

2.2.1 With regard to administrative assistants, only those administrative assistants who directly report to the College president, vice-presidents, provost, assistant provost, deans and directors may be designated as confidential employees.

Article 3. DEFINITIONS

3.1 Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement.

3.2 "NNMC" shall mean Northern New Mexico College.

3.3 "Bargaining Unit" shall mean all non-probationary non-exempt staff.

3.4 "Confidential Employee" means a person who devotes a majority of his time to assisting and acting in a confidential capacity with respect to a person who formulates, determines and effectuates management policies.

3.5 "Exclusive Representative" means a labor organization that, as a result of certification, has the right to represent all public employees in an appropriate bargaining unit for the purposes of collective bargaining.

3.6 "College" shall mean Northern New Mexico College or NNMC.

3.7 "Federation" shall mean the AFT-New Mexico Northern Federation of Educational Employees #4935.

3.8 "Board" shall mean the Northern New Mexico College Board of Regents.

3.9 "President" shall mean the chief executive officer of Northern New Mexico College.

3.10 The use of one gender term shall be interpreted as including all genders.

3.11 "Day" shall mean one workday (Monday through Friday) when the College is open.

3.12 "Administration or Administrator" shall mean any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Academic Affairs/Provost, President, or their designee.

3.13 "Deadline" shall mean any deadline in the agreement that falls on a non-work day shall be moved to the next working day.

3.14 "Emergency" means a one-time crisis that was unforeseen and unavoidable.

Article 4. DISCRIMINATION

The College shall adopt a Board policy protecting all employees from discrimination, which shall be incorporated herein as a condition of this Agreement.

Article 5. AGREEMENT CONTROL

5.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the United States of America and the State of New Mexico.

5.2 If any College policy, regulation, handbook, or directive conflicts with any provision of this Agreement, the Agreement provision will control.

5.3 This Agreement may only be modified or waived through a written agreement between the College and the Federation.

5.4 The College will not implement any change that specifically conflicts with, and will abide by, the terms of this Agreement and applicable College policies, rules, handbooks and regulations. The Federation and the staff will abide by the conditions of this Agreement and applicable College policies, rules and regulations.

5.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied equally to all members of the bargaining unit.

5.6 Any proposed addition, deletion, or change to any provision of the NNMC Staff Policy Handbook that involves terms and conditions of employment of staff bargaining unit members may be negotiated by the College and the Federation into this Agreement.

Article 6. FEDERATION RIGHTS

The Federation, as the exclusive representative for all members of the Bargaining Unit, have the rights listed below:

6.1 Use of Bulletin Board Space. The Federation shall be permitted to use bulletin board space on bulletin boards in all buildings on College campuses to post Federation announcements and information. No material that is libelous, of a partisan political nature, or which is of a personally derogatory nature shall be posted by the Federation. The College may remove any material that violates this provision and shall provide written notification to the President of the Federation of such removal.

6.2 Use of College Property. The Federation shall be allowed to schedule and conduct meetings at College campuses by reserving space for such meetings in accordance with policy or approved procedures established by the College if doing so does not interfere with instruction or administrative activities.

6.3 Use of College Mail and Email. The Federation shall have the right to use campus mail and electronic communication such as email for Federation business and to communicate with the members of the Bargaining Unit.

6.4 The College shall provide payroll deduction of Federation membership dues for employees who authorize in writing the deductions in an amount specified by the Federation. Requests for such deductions shall be honored by the College provided the deduction request is submitted to the College's payroll office on a properly executed authorization form, of which a copy is attached to this Agreement (Appendix A). The authorizations may be submitted to the payroll office at any time and the deductions will commence on the next scheduled payroll. The College agrees to transmit the amount collected to the Treasurer of the Federation in a timely manner, normally within fourteen (14) workdays. Dues deductions may be discontinued or revoked by the staff member by filing such notice with the College payroll office. The College will discontinue the dues upon receipt of the copy in the same manner as the initial authorization. Dues deductions shall continue without further authorization for the term of this Agreement unless the authorization is revoked by the staff member as provided herein. The Federation shall notify the payroll office and the staff member of any change in the amount to be deducted which shall be implemented in the same manner as authorizations. The Federation and its membership and members of the bargaining unit agree to hold the College safe and harmless against any legal action concerning compliance with this provision.

Article 7. MANAGEMENT RIGHTS

7.1 The supervision of all staff members, the management of all campuses, instructional programs, and College facilities is the responsibility and obligation of the Board of Regents and the College Administration. Management retains all rights not specifically limited by this Agreement.

Article 8. EMPLOYEE INVESTIGATIONS

8.1 The College has the right to investigate all allegations of staff misconduct.

8.2 A staff member may be placed on administrative leave with pay during an investigation involving the staff member.

8.3 When the staff member is under investigation, the staff member may be represented by a Federation representative in any meetings with the College.

8.4 During an investigation, no documentation or information related to the matter under investigation will be placed in the staff member's personnel file or released publicly unless required by law. If the investigation does not result in disciplinary action, no documentation will be placed in the staff member's personnel file.

8.5 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 10 (GRIEVANCE PROCEDURE) if the action is alleged to constitute a violation of this Agreement.

8.6 The parties acknowledge the need for expeditious investigations and agree to cooperate in achieving that goal.

Article 9. PROGRESSIVE DISCIPLINE

9.1 The Federation and the College agree that the primary purpose of discipline is to correct unsatisfactory performance and/or misconduct that is below acceptable standards, or contrary to the college's legitimate interests, in a constructive manner that promotes employee responsibility. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

9.1.1 An employee may be discharged, suspended without pay, or terminated only for good and just cause.

9.2 Progressive discipline shall be used whenever appropriate. Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. There are instances when a disciplinary action, including discharge, is appropriate without first having imposed a less severe form of discipline. There are also instances when steps in progressive discipline may be omitted. Examples of the least severe discipline consist of verbal and written warnings. More severe disciplines consist of written reprimands, suspensions and terminations.

9.3 A staff member shall be entitled to Federation representation at any meeting called to deliver a written warning, administer a letter of reprimand or more severe disciplinary action.

9.4 Each case of inadequate work performance or misconduct is judged individually, and the employee's supervisor or the appropriate dean or director, in consultation with the Human Resources Department, shall determine the discipline. In any instance in which a dean or director believes suspension without pay or discharge may be warranted, the dean or director, in consultation with the appropriate vice president and with the approval from the Director of Human Resources, may initially place the employee on administrative leave with pay pending further investigation.

9.5 Progressive discipline is designed to allow an employee a reasonable opportunity to become aware of and to meet the requirements of the job, comply with College policies, procedures, practices, and regulations, and allow the employee an opportunity to improve performance and/or conduct. The following describes actions used in progressive discipline.

9.5.1 Verbal warning

An employee is issued a verbal warning for minor infractions or to correct minor faults in an employee's job performance. Verbal warnings are issued during a private conference between the supervisor and the employee where the supervisor explains the problem and recommends a process the employee must accomplish to return to satisfactory status.

9.5.2 Letter of reprimand

Should contain the following information: a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior or performance may result in further disciplinary action. The written reprimand is issued and discussed with the employee in private conference with the supervisor and must have been discussed with the employee previously. A copy of the written reprimand will be given to the employee and a copy placed in the employee's official personnel file. The written reprimand will also specify a review

period, if appropriate, in which the employee's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

If performance or behavior does not improve, one of the following actions may occur:

9.5.3 Demotion - a demotion is a formal involuntary downward change, for disciplinary reasons with a deduction in pay.

9.5.4 Suspension – a suspension is a temporary involuntary separation of employment, without pay, for performance or conduct that has not been satisfactorily corrected through the use of oral and written warnings. Suspension may also be used for misconduct or serious violation of policy. Suspensions range from one (1) work day to thirty (30) work day, depending on the seriousness of the problem.

9.5.5 Discharge – a discharge is a permanent involuntary separation of employment from the College for disciplinary reasons. An employee may be discharged without prior progressive discipline when warranted by the seriousness of the offense.

Representative examples of infractions which may lead to disciplinary action, including Discharge (not limited to these examples):

- Violation of college policies;
- Violation of state or federal law;
- Threatening behavior;
- Leaving the work site without permission during working hours;
- Gambling during work hours or while using College resources;
- Failure to report to work without properly notifying the supervisor (AWOL) and/or failure to report to work without required uniform, safety equipment, and/or maintaining proper licensure.
- Unauthorized use or misuse of College property or records;
- Substandard work performance;
- Unsatisfactory attendance or tardiness;
- Misuse of work time while on duty, but not limited to misuse of rest periods, performing personal work, hobbies or personal recreational activities during work time, etc.;
- Failure to follow safety rules;
- Use of obscene language;
- Moving traffic violations while operating a College vehicle;
- Smoking in non-designated areas of College facilities;
- Engaging in prohibited political activities during work hours or while using College resources.

Representative examples of infractions of such a serious nature that the first occurrence may result in immediate discharge includes, but is not limited to:

- Unlawful use of and/or possession of controlled substances while on College premises;
- Drinking alcohol or being under the influence of alcohol on College premises;
- Conduct that constitutes a violation of criminal law on campus or off-campus where such conduct seriously threatens the reputation or educational mission of the College or the health or safety of any member of the College community. On a case by case basis, the College may conduct its own employment investigation and disciplinary proceeding irrespective of any actions taken by law enforcement.
- Willful damage or destruction of College records or property or another employee/student's property;
- Acts of physical violence, fighting, threatening or coercing anyone on College premises;
- Theft or dishonesty toward the College, its employees, or its students;
- Falsification or omission of information on an employee application, timesheet or other college record; regardless of the date of discovery;
- Unlawful discrimination on any basis prohibited by law;
- Sleeping on the job;
- Insubordination, including but not limited to, resisting management directives through actions and/or verbal exchange and/or failure to follow supervisor's instruction or perform assigned work;
- Possession, use of, or threats to use firearms, dangerous weapons or explosives on College premises.

9.6 Suspension, Demotion and Discharge

9.6.1 Required approvals by the Department of Human Resources

Supervisors contemplating the suspension, demotion or dismissal of a unit member, must consult with the Department of Human Resources before taking such actions. Suspension, demotion or dismissal require the approval of the Dean or Director, appropriate Vice-President and the Director of Human Resources.

9.6.2 Pay Status

Employees will normally remain at work pending the issuance of a Notice of Final Action. However, a Dean/Director may, with the approval of Human Resources, place an employee on administrative leave with pay pending completion of the investigative or disciplinary process.

9.6.3 Notice Requirements

Notices shall be in writing and will normally be served in person by the immediate supervisor, if possible. At the time of service, the employee shall be asked to sign an acknowledgement of receipt. If the employee declines, the supervisor shall so note on the letter itself for record purposes. If the notice cannot be presented personally, the letter may be sent certified mail with a return receipt requested. The notice must be properly stamped and addressed to the last

address provided by the employee. Service of the notice is complete when the notice is deposited with the United States Postal Service.

9.6.4 Notice of Contemplated Action (NCA)

To initiate a suspension, demotion or discharge of a non-probationary regular or term employee, the dean/director will contact the Director of Human Resources and the appropriate Vice-President. Human Resources will assist in the drafting of the NCA, gathering required documentation and will coordinate a time to meet with the supervisor and employee to present the Notice of contemplated Action. The notice of contemplated action must include the following:

- Specify the contemplated action
- Specify the basis for a determination that just cause exists to suspend, demote or discharge the employee
- Indicate which policies the employee has violated.
- Specify that the employee has the right to respond to the notice of contemplated action within ten (10) work days of receipt of the NCA if submitting a written response. Specify that the employee must request to present an oral response within five (5) work days.

9.6.5 Response to a Notice of Contemplated Action

The employee may respond orally or in writing to the notice of contemplated action within ten (10) working days of receipt of the NCA. The written response will be submitted to Director of Human Resources. If the employee wishes to present an oral response, he/she must submit a written request for the meeting within five (5) working days from receipt of the notice of contemplated action. Any extension of time must be in writing and agreed upon by both the employee and the Department of Human Resources. Oral response meetings will include a member of the Human Resources Department, and at the employee's request, an employee shall be entitled to Federation representation.

- When the notice of contemplated action is served by mail, the employee shall have three (3) additional calendar days in which to submit a written response or submit a request to present an oral response.
- The purpose of the written or oral response is not to provide an evidentiary hearing but is an opportunity for the employee to respond to the charges against him or her.

9.6.6 Final Notice of Disciplinary Action

If an employee submits a written response or presents an oral response, the Dean/Director will take the response into consideration. The Dean/Director, after consultation with the Human Resources Department, will decide on the final action to be taken, whether or not the employee

has responded to the NCA. The final disciplinary action, signed by the Dean/Director shall be issued no later than ten (10) working days from the date of receipt of the written response, the oral response or within ten (10) working days following the expiration of the response period. The Notice of Final action should include the following:

- State the final discipline to be taken, which may be upholding the contemplated action, a lesser form of discipline than contemplated, or no disciplinary action.
- Notice should contain the basis for a determination of just cause for the suspension, demotion or dismissal.
- Statement indicating if the employee responded to the Notice of Contemplated Action.
- Specify when the disciplinary action will be effective.
- If the employee had previously submitted a timely written response or a timely oral response, inform employee that the disciplinary action may be appealed in writing to the Human Resource Department within five (5) working days from receipt of the Final Notice.

9.6.7 Appeal Process

9.6.7.1 This Appeal Process applies only if employee submitted a timely written or oral response in accordance with Section 9.6.5 above.

9.6.7.2 The employee must submit a written appeal to the Human Resources Department within five (5) working days of receipt of the Notice of Final Action. If the employee does not appeal the disciplinary action within the five (5) working days, no appeal is available.

9.6.7.3 The Department of Human Resources, within five (5) working days after receiving the written appeal, will forward the written appeal, along with all pertinent information, to the President.

9.6.7.4 The president in his or her discretion, may limit his or her review to the records submitted, or the president may elect to receive new materials or evidence to be considered. The president may consult, as appropriate, with additional parties before reaching a decision. The president will render that decision within thirty (30) working days of the appeal.

9.6.7.5 While an appeal is pending the employee shall maintain the same leave status as maintained upon employee's receipt of the Notice of Contemplated Action, or if not already on leave with pay status, may be placed on leave with pay.

Article 10. GRIEVANCE

10.1 Purpose - The purpose of this grievance procedure shall be defined as a claim that a provision or provisions of this agreement have been violated. The Federation and the College agree that this is the only grievance procedure available to members of the bargaining unit.

10.2 Definitions

1. A "grievance" shall be defined as a dispute pertaining to a claim that alleges a violation of this Agreement.
2. A "grievant" shall be any staff member, group of staff members, or the Federation.
3. "Days" as used in this Article shall mean workdays and shall not include holidays or recesses observed by the College.

10.3 Procedures

1. Grievance proceedings shall be kept informal and confidential at all levels of this procedure. Breach of confidentiality may result in disciplinary action.
2. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
3. If the College fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
4. If the grievant fails to comply with the grievant's time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void or, in the case of appeals, the previous decision by the College shall be final.
5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
6. A grievance shall not be considered unless the grievant files the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action that precipitated the grievance.
7. No reprisal or retaliation by any party to the grievance shall be taken against any party as a result of participation in the proceeding of a grievance.
8. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
9. A staff member, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. At any hearing of a grievance brought individually by a staff member, the

Federation as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment made shall be consistent with the provisions of this Agreement.

10. If a grievance affects a group of two or more staff members of the bargaining unit or involves a decision or action by the College that has a system-wide impact, the Federation may submit the grievance on behalf of the affected staff members at Level Two of this procedure. The parties may submit this grievance at Level One if all of the members of the bargaining unit affected by the grievance have the same supervisor.

11. The parties may cooperate in any investigation that may be necessary in order to expedite the process.

12. All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.

13. All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in an Appendix of this Agreement.

14. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during work time.

15. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.

10.4 Level One

1. A grievant shall first submit the grievance in writing to the grievant's immediate supervisor, either directly or through the grievant's Federation representative, with the objective of resolving the issue informally.

2. If the grievance is not resolved with the immediate supervisor, or the immediate supervisor has not responded, within ten (10) workdays of the grievance filing, a grievance may be filed at Level Two.

3. If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. Management may defer the grievance back to Level One if the supervisor at that level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of receipt of the grievance.

4. If the grievant is not satisfied with the immediate supervisor's disposition, the grievant may appeal the grievance to Level Two no later than ten (10) days following the receipt of the immediate supervisor's decision.

10.5 Level Two

1. No later than ten (10) days following receipt of the written grievance, the Department Head shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to question witnesses brought by the other party.
2. No later than ten (10) days following the conclusion of the meeting, the Department Head shall submit the written response to the grievant and the Federation.

10.6 Level Three

1. If the grievance is not settled at Level Two and the grievant(s) or the Federation (with written concurrence of the grievant) wish to appeal the grievance to Level Three (area Vice-President), it shall be appealed, in writing, to the area Vice-President within ten (10) workdays after receipt of the decision at Level Two.
2. No later than ten (10) days following the receipt of the written grievance, the area Vice-President shall schedule a meeting at a mutually agreeable time in an attempt to resolve the grievance.
3. If no resolution is reached, the area Vice-President shall submit the written decision to the grievant and the Federation no later than ten (10) days following the conclusion of the meeting.

10.7 Level Four

1. If the grievance is not settled at Level Three and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Four (President or designee), it shall be appealed, in writing, to the President within ten (10) workdays after receipt of the decision at Level Three.
2. Within ten (10) workdays the President, or the designated representative, provided said person has not been previously involved in Levels One, Two or Three, shall discuss the grievance with the grievant(s) and Federation representatives, if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) workdays following such meeting.

10.8 Arbitration

1. If both the grievant and the Federation are not satisfied with the President's written disposition, the Federation may appeal the grievance to arbitration by submitting a

written request for arbitration to the President no later than ten (10) days following the receipt of the President's or designee's written decision.

2. The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.
3. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
4. The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to add to or subtract from or extend or detract from the rights of employees covered by this Agreement.
5. The arbitrator's decision shall be final and binding on the parties.
6. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the cost.

Article 11. PROBATIONARY PERIOD

11.1 A non-exempt staff member shall be on probationary status during the first year of continuous employment from the date of initial employment in a regular or term position.

11.2 Probationary employees will be evaluated after completing six months' employment.

Article 12. RECRUITMENT OF STAFF

12.1 Names and addresses of bargaining unit employees will be provided to the Federation upon request.

12.2 When the College determines to make changes in existing job descriptions within the bargaining union, the Federation may review those changes.

Article 13. TERM APPOINTMENT EMPLOYEES

13.1 Term Appointment Employees. A term appointment employee is hired (full-time or part-time) into a position that is designated to run for a specified period of time, with an anticipated expiration date for the position. Expiration of the position may happen for various reasons, such as, the position is funded from non-recurring sources.

13.2. Salaries (Article 32) are subject to approved funding.

13.3 Term appointment employees are normally separated from the College as of a specified expiration date unless the Human Resources office notifies the employee that the appointment shall be extended.

13.4 For the specified period of appointment, term employees are entitled to the same rights and privileges as other employees except the right to appeal or grieve separation at the end of the appointment.

13.5 Term appointment employees are not placed on layoff status at the end of the appointment; however, if the end of appointment is due to loss of funding, the employee will be placed on a preferential hiring list for one (1) year.

13.6 If any provisions of this Article conflict with any provisions of the non-recurring funding source, the provisions of the non-recurring funding source shall apply, and the parties agree to meet and confer.

Article 14. EMPLOYEE SUBMISSION OF TIME

14.1 Non-exempt employees subject to the provisions of the Fair Labor Standards Act are required to submit their time and report all work and non-work hours (e.g. class time, leave, inclement weather, voting leave etc.).

14.2 Employees must submit their time according to the published payroll calendar.

14.3 The supervisor will train and support employees on the process of completing and submitting their time.

14.4 The employee is responsible for the time entries made by the employee or made on the employee's behalf.

14.5 Falsification of an employee's time submissions may result in disciplinary action, including dismissal.

Article 15. PERSONNEL FILES

15.1 The College shall maintain one (and only one) official personnel file for each member of the staff.

15.2 The file will be located in the Office of Human Resources.

15.3 A staff member will be permitted to review the material contained in his or her file. At the time the file is reviewed, the staff member shall sign and date a form maintained in the personnel file.

15.4 The College will provide a staff member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the staff member. The staff member may submit a written response to any document placed in the staff member's personnel file. This response shall also be placed in the staff member's file.

15.5 A staff member may be accompanied by a Federation representative while reviewing his or her file. In addition, a staff member may allow a Federation representative to view his or her file provided that the staff member makes such authorization in writing. The Human Resources Director or his or her designee must be present during any review of personnel files.

15.6 A staff member may request a copy of his or her personnel file at any time. The copy will be made available to the staff member within three (3) working days at the current cost per copy.

15.7 Staff members may also place in their file materials relevant to their qualifications, accomplishments training, and service.

15.8 If a member of the Bargaining Unit considers material in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request to the Vice President in writing that the material be removed. The area Vice President, in consultation with Human Resources, shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the area Vice President explains to the staff member why it is still relevant. However, "core documents" such as contracts, legal settlements, and notices of disciplinary action, shall remain in a staff member's personnel file irrespective of age.

15.9 All material placed in a staff member's file is subject to the grievance procedure if the placement is alleged to violate this Agreement.

Article 16. WORK WEEK/WORK HOURS AND SCHEDULING

16.1 A regular work week begins on Sunday at 12:01 a.m. and ends on Saturday at midnight.

16.2 The regular work schedule is forty (40) hours per week and consists of five (5) traditional work days within a seven (7) calendar day period, normally Monday through Friday. Nontraditional schedules may exist in areas such as, but not limited to, security, plant maintenance, libraries and other seven (7) day per week operations.

16.2.1 Based on the operational needs of the College, the College may determine that employees in the bookstore may be assigned to alternative work schedules (e.g. four-day work-weeks).

16.3 The traditional daily working hours are from 8:00 a.m. to 5:00 p.m.

16.4 Rest Periods - Each workday shall include one (1) fifteen (15)-minute paid rest period for every four (4) hours worked in a workday. Rest periods are considered as time worked and are provided by the College to allow employees to refresh themselves, and to conduct limited personal business.

16.4.1 Such rest periods should be taken approximately in the middle of each four (4)-hour period and shall not exceed fifteen (15) minutes whether or not the employee chooses to leave the work area.

16.4.2 The employee's immediate supervisor shall schedule rest periods in a fair and reasonable manner and according to operational needs.

16.4.3 Rest periods shall not be scheduled at the beginning or the end of a work period or appended to a meal break or another rest period.

16.4.4 Employees may not use rest periods for the purpose of making up absences or late arrival.

16.4.5 Employees working five (5) or more hours in a workday shall be entitled to a fifteen (15)-minute rest period for each four (4) hours worked.

16.5 Each employee will have a one-hour unpaid lunch period during any eight (8) hours of work. It may be required at times that the supervisor may have to assign a lunch period in order to meet the needs of the department. The normal lunch hour is between 11:00 a.m. to 12:00 p.m. or 12:00 to 1:00 p.m. Failure to take a lunch hour will not be used to shorten the workday. Lunch breaks are subject to interruption and scheduling by management. Part-time employees working fewer than five (5) hours in a day shall normally not take a meal break.

16.5.1 Employees required to work during their lunch period shall be compensated in accordance with Article 32 (Overtime and Compensatory Time).

Article 17. OBSERVED HOLIDAYS

17.1 When a holiday observed by the College falls on Saturday, Friday will be the day the holiday is observed; when a holiday observed by the College falls on Sunday, Monday will be the day the holiday is observed.

17.2 Unit members required to work an observed holiday are paid the holiday and the actual time worked.

17.3 Unit members must work or be on a paid leave status the work day before and after the holiday to be eligible for observed holiday pay.

17.4 The following holidays will be observed during the term of this Agreement:

1. Labor Day
2. Veteran's Day
3. Thanksgiving and the Friday following Thanksgiving
4. Christmas Eve and Christmas Day
5. New Year's Day
6. Martin Luther King's Birthday
7. Good Friday
8. Independence Day
9. Memorial Day

Article 18 – WELLNESS PROGRAM

18.1 Classified staff employees will continue to be allowed to participate in the Wellness Program as detailed in the current Staff Handbook.

Article 19. REDUCTION IN FORCE

19.1 The College shall retain the right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF).

19.2 When the College anticipates a RIF that will result in the discharge or termination of staff members in the bargaining unit, the College will notify the Federation in writing of the anticipated RIF at least twenty (20) workdays prior to the implementation of the RIF. The notice shall include the affected program(s), department(s), staff member(s), the expected date of the RIF, and a brief description of the circumstances necessitating the RIF.

19.3 Prior to the implementation of a RIF, the Federation may submit recommendations regarding downsizing or formally discontinuing a program or department and will be sent to the President for consideration.

19.4 The Federation may request in writing to meet with the College President and/or designee to discuss possible alternatives to the RIF, provided such request is made no later than five (5) workdays after the receipt by the Federation of the College's notice of intent to RIF.

19.5 The College will consider ways of avoiding the need for a RIF through the use of both voluntary and involuntary transfers.

19.6 The determination as to which staff member is to be laid off shall be based on factors including, but not limited to, the following: education, relevant employment experience, evaluations, certifications or licenses, if applicable, and program needs or requirements. If all factors listed in the previous sentence are found to be equal, then seniority will be the determining factor.

19.7 The College will attempt to place the affected full time staff member in a vacant full time position for which they qualify. If an affected staff member does not accept an offered position, they shall have no recall rights under this article.

19.8 Whether the Federation exercises its option to meet with the College in accordance with 19.4 above or not, the Federation may submit recommendations or alternatives to the RIF.

19.9 A staff member laid off as a result of a RIF shall be placed on a layoff roster for a period of Twelve (12) Months. The factors used for determining the order of recall shall include, but not be limited to, those enumerated in 20.6. above. A staff member notified of recall shall have fifteen (15) calendar days to accept the position. A staff member who refuses an offered position shall have no further rights to employment. Failure to respond within the time frame shall be considered a refusal of employment.

19.10 Upon lay-off, a staff member may continue to participate in health insurance benefits by contributing the full premium in accordance with the provisions of COBRA.

Article 20. EMPLOYEE EVALUATION

20.1 Employees shall be evaluated once each fiscal year (July 1 to June 30) for his or her performance within his or her job description and specific work assignments.

20.2 Employees will be evaluated by their immediate supervisor.

20.3 The performance evaluations shall be conducted through the use of evaluation criteria, forms and procedures established by the Human Resources Department.

20.4 The employee may submit a written response to the evaluation.

20.5 The complete evaluation form, and if applicable, the employee's written response, shall be submitted to the Human Resources Department for inclusion the employee's personnel file.

Article 21. **SENIORITY**

- 21.1 Seniority shall be defined as the total length of continuous full-time employment with the college.
- 21.2 Seniority credits shall commence with the employee's most recent date of full-time employment.
- 21.3 Time spent on paid leave shall be counted for seniority purposes.
- 21.4 Time spent on approved unpaid leave shall not constitute a break in service.
- 21.5 The College will maintain a seniority list of all employees in the bargaining unit.
- 21.6 Upon request, the College will provide the Federation with a copy of the employee seniority list.
- 21.7 In the event employees have the same date of hire, the date of the employee's acceptance of the offer letter shall govern.

Article 22. LEAVES

22.1 Sick Leave/Personal Leave

23.1.1 Bargaining unit staff shall be credited with 129 hours of sick leave per year which shall be accrued on a pay period basis. Three (3) of the accrued days shall be considered personal leave days. Part-time staff shall accrue sick leave at a pro rata percentage of the full-time rate. Sick leave is earned during actual time worked and during paid leave. Sick leave is not earned during periods of unpaid leave.

22.1.2 Sick leave may be used only for the following:

- Personal illness or injury (including pregnancy, childbirth, and other related medical conditions).
- Partial days when an employee, who has been on sick leave, returns to work on a part-time basis.
- Transporting an immediate family member for medical services
- Caring for immediate family member, defined as spouse, parent, grandparent, child, brother, sister or any other person residing in the same household of employee, who becomes ill or injured and requires personal assistance from the employee. Length of time charged to sick leave under this paragraph shall not exceed five (5) consecutive work days, unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family and Medical Leave Act leave who are experiencing extreme circumstances covered under this paragraph, more time may be allowed at the discretion of the employee's Department Director.
- Doctor's appointments and other pre-scheduled health-related absences. An employee requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists.
- Supervisors **may** authorize an employee to use accrued sick leave to attend the funeral of a relation by blood or marriage, **with the exception of cousins.**

22.1.3 The employee requesting sick leave shall personally place the call unless extraordinary circumstances exist which render the employee unable to call.

22.1.4 An employee who calls in sick shall not be allowed to change the leave designation to any other type of leave at a later date.

22.1.5 Employees are required to call the immediate supervisor when unable to report to work due to illness or injury within one (1) hour of the employee's work shift.

22.1.6 When an employee is absent for three (3) consecutive work days due to illness or injury, he/she shall submit to his/her supervisor a "Physician's Statement" certifying that he/she was under the doctor's care during the period of absence and was unable to work. At the supervisor's

discretion, a "Physician's Statement" may also be required for the first day of absence due to sickness in cases involving an employee's re-occurring absences or chronic illnesses.

22.1.7 When an employee becomes ill or injured on vacation, he/she may present a "Physician's Statement" verifying the period of illness or injury and charge the period to sick leave rather than vacation.

22.1.8 When a holiday falls during the time an employee is on sick leave, the holiday will be charged rather than sick leave.

22.1.9 The College reserves the right to require an employee to see a licensed healthcare provider of the College's choice, and at the College's expense, to render a medical opinion on an employee's condition in regard to such employee's use of sick leave, as appropriate in cases involving an employee's re-occurring absences or chronic illnesses.

22.1.10 Failure to comply with sick leave practices will result in the employee being placed on Absence Without Authorized Leave (AWOL) status and may result in disciplinary action.

22.1.13 Each employee shall be credited with three (3) paid personal leave days at the beginning of each academic year. Personal leave is subtracted from the staff member's sick leave. Personal leave cannot be accumulated but remains in the sick leave balance if not utilized by the end of the fiscal year. The employee shall notify the supervisor of his/her need to use personal leave at least 48 hours in advance unless an emergency situation exists. An employee shall not be required to state the reason for the personal leave.

22.1.11 Sick leave shall be accumulated up to a maximum of 200 days (1600 hours).

22.1.12 No compensation shall be paid for accrued and unused sick leave at the end of a staff member's employment with the college.

22.2 Family and Medical Leave Act (FMLA) - The purpose of the FMLA is to ensure that workers can meet their family obligations without fear of losing their jobs or being otherwise adversely affected by taking time off. FMLA affords workers the right to take up to 12 weeks off from work to care for themselves or family members during a covered medical event or for certain other family reasons. The faculty member can opt to use their sick leave to continue to receive pay during the leave. The faculty member must contact the Human Resources Department for eligibility requirements.

22.3 Annual Leave – The College reserves the right to approve, disapprove or schedule an employee's annual leave in response to the needs of the college. Supervisors shall make every effort to schedule annual leave during the periods least disruptive to the educational process.

22.3.1 Full time employees accrue 192 hours of annual leave per fiscal year which shall be accrued on a pay period basis. Part-time staff shall accrue annual leave at a pro rata percentage of the full-time rate.

22.3.2 The College may exercise its right to extend the Winter break for all employees by

scheduling a maximum of eight days of annual leave in addition to the regularly scheduled holiday.

22.3.3 Annual leave is earned during actual time worked and during paid leave. Annual leave is not earned during periods of unpaid leave.

22.3.4 No employee may carry over more than 240 hours of annual leave from one fiscal year into the next. At the end of each fiscal year (June 30th), any accrued annual leave in excess of 240 hours is forfeited.

22.3.5 Employees must request and receive approval of annual leave, in advance, from their immediate supervisor. Employees are required to provide at least ten (10) calendar days advance notice for any annual leave request of five (5) days or more. This requirement does not apply to emergency annual leave requests.

22.3.6 Annual leave may not be taken in excess of the amount accrued unless a Leave Without Pay is approved.

22.3.7 Using their annual leave balances, Unit employees in the Finance, Accounting and Information Technology Departments are mandated to take an annual two week vacation each fiscal year. During this period, employees will not be allowed to access email or respond to telephone calls. In the event that the employee does not schedule this leave, management retains the right to schedule the leave based on the needs of the college. If the unit employee does not have a sufficient leave balance to cover the absence, he/she will be granted paid administrative leave for the time absent.

22.3.8 Employees on scheduled annual leave when Administrative Leave (e.g. inclement weather, etc.) is granted, shall have the leave charged to the employee's annual leave unless the College closes for a full day. In this case, the employee's annual leave will not be charged and the leave will be charged to Administrative Leave.

22.3.9 Term appointment employees, as defined in article Z, should use accrued annual leave prior to the expiration of the appointment.

22.3.10 A unit member moving from a non-term position to a term appointment position, shall use all accrued annual leave prior to the move. Management reserves the right to pay the unit member any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the term appointment position.

22.3.11 A unit member moving from one term appointment position to another term appointment positions, shall use all accrued annual leave prior to the move. Management reserves the right to pay the unit member any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the new term appointment.

22.3.12 Upon separation from the College, non-term appointment employees are paid for unused accrued annual leave hours up to a maximum of 240 hours. Term appointment employees shall only be paid for unused accrued annual leave if payment is allowed through

the funding source

22.3.13 Upon termination or non-renewal of funding for term appointments, accrued annual leave will be forfeited.

22.4 Bereavement Leave

Upon notification to the supervisor, a staff member may be granted up to three (3) days of leave with pay for a death in the staff member's family. "Family" is defined as spouse, domestic partner, parent, step-parent, child, step-child, brother, sister, father- or-mother-in-law, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the staff member. Upon approval of the Department Head, additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.

22.5 Military Leave

Emergency military leave, temporary military leave, and indefinite military leave shall be granted to faculty members in accordance with state and federal law, specifically, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

22.6 Voting Leave

Unit employees, who are New Mexico registered voters, are granted, at their request, time off from College duties to vote in government elections. Such time off within the daily work schedule is paid at straight-time for a maximum of two (2) hours. The College reserves the right to schedule the time off.

22.7 Jury Duty and Required Court Attendance

A staff member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to the Human Resources Department. A faculty member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled work day. In lieu of taking leave with pay, an employee may elect to retain monies received from the court. An employee who elects to take leave with pay must remit to the Payroll Office, monies received in connection with his or her enforced court attendance (excluding reimbursement for mileage).

22.8 Domestic Abuse Leave

The College provides domestic abuse leave to any employee who is a victim of domestic abuse in accordance with the New Mexico Promoting Financial Independence for Victims of Domestic Abuse Act, NMSA 1978, § 50-4A-1 thru 4A-8. Domestic abuse leave means intermittent paid or unpaid leave time for up to fourteen (14) days in any calendar year, taken for up to eight hours in one day. Leave time may be used to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorney's victim advocates or to attend court proceedings related to the domestic abuse of the employee, a minor child of the employee, or a person for whom the employee is a legal guardian. When domestic abuse leave is taken in an emergency, the employee or the employee's designee must give notice to the employee's supervisor or the College's Human Resources Department within twenty-four hours of commencing the domestic abuse leave. An employee may use paid leave time or unpaid leave time, consistent with College policies.

22.8.1 Certification or Verification - The College may require verification of the need for domestic

abuse leave. If verification is required, an employee must provide one of the following forms of verification in a timely fashion:

- A police or security report indicating that the employee or a family member as defined above was a victim of domestic abuse; or 1) copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse. The document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or
- The written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or prosecuting attorney stating that the employee or a family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse. The faculty member must contact the Human Resources Department for eligibility requirements.

22.8.2 Confidentiality - The College shall not disclose verification information and shall maintain confidentiality of the fact that the employee or employee's family member was involved in a domestic abuse incident, that the employee requested or obtained domestic abuse leave and that the employee made any written or oral statement about the need for domestic abuse leave. The College may disclose employee's information related to domestic abuse leave only when the employee consents, when a court or administrative agency orders the disclosure or when otherwise required by federal or state law.

22.9 Governmental Entity

A full-time staff member who has been duly appointed or elected as a member of a legally constituted State or Federal Board or County, Municipal or Public Utility Commission, shall be entitled to leave with pay when requested to be absent from his employment in order to attend meetings or transact business of said Board or Commission. Such leave does not apply to publicly balloted and elected offices (for example, City Council, County Commission, School District Board of Education, etc.). Any payment provided to the staff member, other than food and travel expenses, shall either be refused or turned in to the College as reimbursement for the leave with pay.

A staff member shall not participate in a Board or Commission if such participation will create a conflict of interest for the faculty member or the College or otherwise violates applicable conflict of interest laws. Absence from duty must be approved by the College President or his/her designee and it must not hamper the performance of his/her duties with the College. Such leave shall normally not exceed (2) days per month unless previously approved by the Board.

22.10. Leaves Without Pay - While leaves without pay is not recommended, or granted without expectation of reinstatement, reinstatement is not guaranteed. While on an approved leave without pay, the staff member shall be responsible for the employee and employer cost of medical benefits.

22.10.1 Education Leave- An extended leave of absence without pay may be granted an employee for a period not to exceed one (1) year. Upon request, this leave may be extended for a period not to exceed one (1) additional year.

22.10.2 Extended Personal Leave/Leave Without Pay- An employee may be granted an extended leave without pay for extended periods for illness or injury, personal reasons, sickness in a family, or other purposes of a personal nature at the discretion of the area Vice-President. A staff

member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practical. Approval may be granted for a limited duration and based on operational needs. A leave without pay shall not exceed one (1) year.

Article 23. OVERTIME AND COMPENSATORY TIME

23.1 The Fair Labor Standards Act requires that covered, non-exempt employees receive overtime pay at one and one-half times the employee's regular rate of pay for all hours worked over 40 hours in a workweek. Compensatory time may be granted in lieu of overtime pay if there is a written agreement, in advance, between the supervisor and the employee that the employee will receive compensatory time in lieu of a cash payment for overtime.

23.1.1 The work week commences on Sunday at 12:01 a.m. and ends at 12:00 midnight on Saturday.

23.1.2 All hours worked must be reported on the employee's timesheet.

23.1.3 The parties agree that the use of flex time during the work week is desirable to avoid the need for overtime.

23.2 Overtime - In order to receive overtime pay, an employee must work more than 40 hours in the 7-day work week. Non-work hours are not considered hours worked and do not count when determining whether overtime compensation is due. Such non-work hours include release time for class, time off for vacation, holidays, sick leave, jury duty and other types of leave.

23.2.1 All overtime work must be pre-approved by the Department Director. Employees must note all time worked on their time sheets, including overtime, whether or not the overtime was pre-approved. Employees will be paid for all hours worked, including unapproved overtime. However, an employee who fails to obtain pre-approval for overtime work may be disciplined.

23.3 Compensatory Time - In order to receive compensatory time, an employee must work more than 40 hours in the 7-day work week. Non-work hours are not considered hours worked and do not count when determining whether overtime compensation is due. Such non-work hours include release time for class, time off for vacation, holidays, sick leave, jury duty and other types of leave.

23.3.1 Compensatory time is accrued at one and one-half times (1.5) of compensatory time for each hour of overtime worked.

23.3.2 No employee may accrue more than 240 hours of compensatory time. An employee shall be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the College.

23.3.3 Employees separating from the College will be paid for any unused compensatory time at a rate of compensation not less than the average regular rate received by the employee during the last 3 years of the employee's employment or the final regular rate received by the employee, whichever is higher.

23.3.4 The Human Resources Department is the official record keeper of compensatory time records for employees of the College.

Article 24. TRANSFERS

24.1 The parties agree that the primary consideration for transfers shall be what is in the best interest of the operations of the College.

24.2 The College will consider an employee's request for a voluntary transfer to another position.

24.2.1 The requestor must meet the minimum job requirements as listed in the job description.

24.2.3 The rate of pay in the new position will be determined by the Department Director in consultation with the Department of Human Resources.

24.2.4 The College may approve transfers at its discretion.

24.3 Involuntary transfers will be made at the discretion of the College, maintaining the compensation rate of the involuntarily transferred employee. The parties shall endeavor to establish positive dialogue as a means of reducing conflict over transfer.

Article 25. OUTSIDE EMPLOYMENT

25.1 The College and the Federation agree that an employee's position with the College shall be the primary source of employment. Employees may engage in outside employment. However, both parties agree that as a professional courtesy, the employee shall inform the Director of Human Resources of such outside employment. Such outside employment shall not effect performance, cause absenteeism, or create a conflict of interest for the College.

Article 26. FACILITIES, EQUIPMENT AND SUPPORT

26.1 Subject to available funding, the College will provide office space, internet connection, equipment, and materials to aid in the staff member's performance.

Article 27. SUSPENDED PROGRAMS

27.1 The College shall determine whether or not to continue, discontinue, or re-institute programs.

27.2 The Federation may make recommendations to the College on the continuance, discontinuance or reinstatement of programs. The College will consider the Federation recommendations.

Article 28. COMMITTEES

28.1 The College President or designee shall determine which institutional committees will be established and the responsibilities of those committees.

28.2 The Federation shall be represented on NNMC's Loss Prevention & Control Committee. The Federation shall appoint one representative no later than July 1st of each year.

28.3 When the College deems it appropriate for the Federation to be represented on a College committee, other than the Loss Prevention & Control Committee, the Federation shall be represented. The number of Federation representatives shall be determined by the College. The Federation President shall be given ten (10) days' notice to appoint representatives.

28.4 The Federation and the College agree that staff committees may continue to operate according to policy.

28.5 The Federation and the College agree to the creation of a Labor/Management Relations Committee. The Labor/Management Committee shall 1) consist of a minimum of two representatives appointed by the Federation President and two representatives appointed by the College President 2) discuss issues of concern to either party, 3) meet at times and locations that are mutually acceptable and 4) be empowered to develop its rules of operation.

Article 29. HEALTH AND SAFETY

29.1 The parties will comply with all applicable State and Federal laws relating to safe working conditions. Whenever a staff member becomes aware of a condition which the staff member feels is a violation of an institutional safety or health rule or regulation, or Board policy regarding work environment and discrimination; the staff member will report such condition to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

29.2 Protective devices and first aid equipment will be provided to staff members who practice in a hazardous institutional environment. The staff members will be responsible for the proper use of such devices. Unless specially trained as part of their job duties, employees will not be required to participate in any dangerous activities or conduct any operations that requires special training.

Article 30. SALARY PROCEDURE

30.1 Employees shall be paid on a biweekly basis.

30.2 If a payday falls on a weekend, holiday, or a day when the College has scheduled closure, the employee shall be paid on the last work day immediately preceding the weekend, holiday, or scheduled closure.

30.3 If a payday falls during the period in which the College is closed during Winter Break, the employee shall be paid on the regularly scheduled payday. Refer to 30.2 if the regularly scheduled payday is on a weekend or holiday.

Article 31. FRINGE BENEFITS

The Federation recognizes that some fringe benefits and conditions on benefits are set and regulated by the State and/or Federal Government.

1. Shared Cost Benefits:

A. For Fiscal Year up to 2020-21, the College will provide employees coverage under the group plan from the New Mexico Public Schools Insurance Authority (NMPSIA). The College reserves the right to select benefits vendors through an appropriate procurement process, applying appropriate fiscal and quality of service analysis.

a. Eligible employees and eligible family members are defined by NMPSIA and may participate in the following plans offered by NMPSIA. Each fiscal year, NMPSIA may offer an open/switch enrollment period. Payment for these benefits shall be based on rates established by NMPSIA for participating members. The Employer shall contribute the amount required for such payments. Eligibility, effective dates, and change of status rules are defined by NMPSIA. The following benefits are subject to change by NMPSIA.

b. Group Insurance (Medical, Dental, Prescription Drugs and Vision)

The costs are shared between College and eligible employees distributed as follows:

Annual Salary: \$1- \$24,999	NNMC 70% of premium	Employee: 30% of premium
Annual Salary: \$25,000 - \$29,999	NNMC 65% of premium	Employee: 35% of premium
Annual Salary: \$30,000 or greater	NNMC 60% of premium	Employee: 40% of premium

c. Employees on approved extended unpaid leave of absences shall be permitted to maintain their group insurance programs in accordance with the law. In such cases, the employee must assume 100% if the premium cost.

B. Educational Retirement - The Educational Retirement Board (ERB) is the statutory entity responsible for administering the New Mexico Educational Retirement Act (ERA). NM Educational retirement is a shared rate set by New Mexico Statute. The rate for FY2019-20, based on gross pay, is 7.9% for employees with a salary of \$24,000 or less and those over \$24,000 pay 10.7%. The College contributes 14.15% of employee's gross pay.

Regular membership is a condition of employment and all local administrative unit employer who qualify as regular members must be covered under the Educational Retirement Act, commencing with the first day of employment.

C. New Mexico Retiree Health Care

NM Retiree Health Care is a shared rate set by NM Statute. The rate for FY2019-20, based on gross pay, is 1% (employee) and 2% (NNMC).

2. Other benefits paid by NNMC

A. Basic Term Life Insurance (employee coverage) \$50,000

B. Employee Assistance Program

C. State Unemployment Insurance

D. Worker's Compensation

E. Educational opportunities

Employee Tuition Waivers- The College will waive tuition (all fees are excluded) for up to 9 credit hours each academic semester and up to 6 credit hours each summer term.

Full-Time employees may be granted time off with pay per week to attend one (1) course each semester at the discretion of the employee's supervisor. The employee participating shall forfeit breaks on class days. Supervisors are encouraged to grant permission for such time off, if possible based on workload or other legitimate business reasons. If time off is not feasible, supervisors are encouraged to arrange an alternative work schedule in order for an employee to attend a class during the day. Employees granted time off to attend class must either report to class or remain at work.

Tuition or fees for Continuing Education courses are not covered.

Employees working less than 40 hours per week are not eligible for time off.

Dependent Tuition- The College will waive tuition (all fees excluded) for up to 18 credit hours per semester for eligible dependents of an employee. This program applies to NNMC offered courses only.

Tuition or fees for Continuing Education courses are not covered.

Non-resident tuition in excess of New Mexico resident tuition is not covered.

Eligible dependents include a legal spouse, domestic partner (affidavit of Domestic Partnership must be filed with Human Resources), and any naturally, legally adopted, or step-children who, as of the original application deadline, are unmarried and have not reached age of twenty-five (25). When an employee is no longer married or a domestic partnership is terminated, the ex-spouse or domestic partner is not eligible for tuition benefits under this program, effective with the academic semester following the date of the divorce or termination of the domestic partnership.

The amount of the tuition benefit will be reduced by the amount of tuition waived by any other tuition waiver or tuition scholarship. The amount of an individual's dependent education tuition benefit, plus the amount of any need-based financial aid grants, will not exceed the cost of attendance, as defined by the Financial Aid Office.

Under IRS regulation, the value of tuition benefits may be considered taxable income to the employee. The value of benefit, if applicable, will be included as compensation on the employee's W-2 form filed with the IRS and subject to withholding.

3. Employee Paid Benefits

A. Flexible Spending Accounts – allows the employee to pay for eligible medical and/or dependent

care expenses on a pre-tax basis.

B. Life Insurance – Additional Employee Term Life (Supplemental) Life, and Dependent Life (spouse, domestic partner, and children) coverage are provided.

C. Supplemental Retirement Plans -Members of the Bargaining Unit are eligible to participate in a supplemental retirement plan (403(b) and 457(b) accounts). Contribution limits are established each calendar year by the Internal Revenue Service.

D. Other Supplemental Plans (Voluntary Supplemental Accident), Cancer and other products including financial products offered by various carriers. For a complete list of other supplemental insurances and carriers contact the human resources department.

Article 32. COMPENSATION

32.1 Bargaining unit members, for Fiscal Year 2019-20, will receive a 4% across-the-board salary increase appropriated by the 2019 Legislature.

32.2 The following minimum pay rates will be increased effective July 1, 2018:

Custodians - \$11.20 per hour
 Groundskeepers - \$11.55 per hour
 Security Officers - \$11.55 per hour
 Receptionist - \$11.76 per hour
 Clerk - \$11.76 per hour
 Administrative Assistant - \$12.80 per hour

32.3 The following adjustments will be made for longevity effective July 1, 2018:

Custodians

Unit members who have completed at least 6 years of service as of 6/30/18 will receive an additional \$.20 per hour above the minimum rate

Unit members who have completed at least 7.5 years as of 6/30/18 will receive an additional \$.30 per hour above the minimum rate

Unit members who have completed 8-14 years as of 6/30/18 will receive an additional \$.69 per hour above the minimum rate

Unit members who have completed 15-17 years as of 6/30/18 will receive an additional \$.76 per hour

Unit members who have completed more than 18 years as of 6/30/18 will receive an additional \$.57 per hour

Administrative Assistants

Unit members who have completed at least 5 years of service as of 6/30/18 will receive an additional \$.20 per hour above the minimum rate

32.4 Bargaining unit members who will receive a maximum of a 2% increase in Fiscal Year 2018-19, will receive a one-time pay supplement of \$635 in Fiscal Year 2017-18 which does not increase an employee's base pay, in accordance with NMAC 2.82.3(B)(1).

32.5 Bargaining unit members who will receive more than a 2% increase in Fiscal Year 2018-19, will receive a one-time pay supplement of \$250 in Fiscal Year 2017-18 which does not increase an employee's base pay, in accordance with NMAC 2.82.3(B)(1).

32.6 On or before December 1, 2019, the College shall complete a regional staff salary study, including local entities and considering regional market cost of living.

Article 33. NO STRIKE OR LOCKOUTS

33.1 In Accordance with New Mexico Public Employee Labor Relations Board Statute 10-7E-21, the Federation and its members shall not engage in a strike and the College shall not engage in a lockout. The Federation and its members shall not cause, instigate, encourage or support a public employee strike. The Federation and its members shall not cause, instigate or engage in a public employee lockout.

Article 34. NEGOTIATING PROCEDURES

34.1 Negotiations for a successor agreement may be initiated when either party submits a notice to the opposite party requesting the commencement of negotiations. The party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations within ten (10) work days of receiving notice. The notice of request to commence negotiations shall be sent no earlier than November 1st prior to the entire Agreement's termination date. In the event that the State of New Mexico authorizes a salary increase, then Article 35 (FRINGE BENEFITS), shall be renegotiated. However, with the written agreement of both the Administration and Federation. However, with the written agreement of both the Administration and Federation, any article can be re-opened at any time during the fiscal year.

34.2 If the parties have not reached agreement on a successor agreement before this Agreement terminates, the agreement shall remain in full force and effect until a successor agreement is negotiated and ratified.

34.3 Negotiations shall be conducted in closed session as specified in the New Mexico Public Employee Bargaining Act (PEBA).

34.4 Additional negotiations ground rules may be negotiated by the parties.

34.5 During negotiations, the parties shall meet at mutually acceptable times and places for negotiations.

34.6 Recesses, caucuses or study sessions may be called by either team at any time.

34.7 All Proposals shall be submitted both in writing and electronically in an editable document.

34.8 In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service (FMCS).

34.9 Budget information shall be shared by the College.

Article 35. AGREEMENT COPIES

35.1 The parties shall print their own copies of this Agreement.

35.2 This agreement shall be posted on the College's website.

Article 36. COMPLETE AGREEMENT

36.1 The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement and no additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement and this agreement replaces any and all previous agreements between the parties.

Article 37 - SEVERABILITY

37.1 If any provision of this Agreement is determined by final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provisions shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

Article 38. AGREEMENT DURATION

38.1 Except for Article 32 (COMPENSATION), all articles in this Agreement shall become effective upon signature of the authorized representatives of the parties, after ratification by the Federation membership and subsequent approval by the College Board of Regents, and shall remain in effect through June 30, 2021, subject to applicable state laws.

38.2 Every three years the entire Agreement shall be open for renegotiation. Every year Article 32 (COMPENSATION) may be opened for negotiations by either party. In the event that the State of New Mexico authorizes a salary increase, then Article 31 (FRINGE BENEFITS) shall be negotiated.

38.3 Article 32 (COMPENSATION) shall be in effect until June 30, 2020.

38.4 Negotiations for Article 32 (COMPENSATION), for and 2020-2021 shall follow the procedures in Article 34 (NEGOTIATION PROCEDURES).

Article 39. SIGNATURES

This Agreement was ratified by the Federation on June 27, 2019 and approved by the College Board of Regents on July 12, 2019.

In witness thereof, the parties hereto affix signatures of their respective Officers and Representatives.

NORTHERN FEDERATION
OF EDUCATIONAL EMPLOYEES

NORTHERN NEW MEXICO
COLLEGE

By: _____
NFEF President

By: _____
NNMC Board of Regents President

N.A.T.C., 5:28 pm 6-24-2019
GJ

NNMC Counter Proposal
June 24, 2019

Article 2. RECOGNITION

2.1 The College recognizes the Federation as the exclusive representative for all Non-Exempt Staff pursuant to the 2005 certification election.

2.2 The exclusive representative right does not apply to supervisors, managers, confidential employees, directors or coordinators who are supervisors.

2.2.1 With regard to administrative assistants, only those Administrative Assistants who directly report to the College president, vice-presidents, provost, assistant provost, deans and directors may be designated as confidential employees will not be defined as confidential employees.

F.C. T.A. 5:28 PM 6-29-2019
GJ

**Management Proposal
May 24, 2019**

Article 9. PROGRESSIVE DISCIPLINE

9.1 The Federation and the College agree that the primary purpose of discipline is to correct unsatisfactory performance and/or misconduct that is below acceptable standards, or contrary to the college's legitimate interests, in a constructive manner that promotes employee responsibility. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

→ *9.1.1 An employee may be discharged, suspended without pay or terminated only for good and just cause.*

9.2 Progressive discipline shall be used whenever appropriate. Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. There are instances when a disciplinary action, including discharge, is appropriate without first having imposed a less severe form of discipline. There are also instances when steps in progressive discipline may be omitted. Examples of the least severe discipline consist of verbal and written warnings. More severe disciplines consist of written reprimands, suspensions and terminations.

9.3 A staff member shall be entitled to Federation representation at any meeting called to deliver a written warning, administer a letter of reprimand or more severe disciplinary action.

9.4 Each case of inadequate work performance or misconduct is judged individually, and the employee's supervisor or the appropriate dean or director, in consultation with the Human Resources Department, shall determine the discipline. In any instance in which a dean or director believes suspension without pay or discharge may be warranted, the dean or director, in consultation with the appropriate vice president and with the approval from the Director of Human Resources, may initially place the employee on administrative leave with pay pending further investigation.

9.5 Progressive discipline is designed to allow an employee a reasonable opportunity to become aware of and to meet the requirements of the job, comply with College policies, procedures, practices, and regulations, and allow the employee an opportunity to improve performance and/or conduct. The following describes actions used in progressive discipline.

9.5.1 Verbal warning

An employee is issued a verbal warning for minor infractions or to correct minor faults in an employee's job performance. Verbal warnings are issued during a private conference between the supervisor and the employee where the supervisor explains the problem and recommends a process the employee must accomplish to return to satisfactory status.

9.5.2 Letter of reprimand

Should contain the following information: a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior or performance may result in further disciplinary action. The written reprimand is issued and discussed with the employee in private conference with the supervisor and must have been discussed with the employee previously. A copy of the written reprimand will be given to the employee and a copy placed in the employee's official personnel file. The written reprimand will also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

If performance or behavior does not improve, one of the following actions may occur:

9.5.3 Demotion - a demotion is a formal involuntary downward change, for disciplinary reasons with a deduction in pay.

9.5.4 Suspension – a suspension is a temporary involuntary separation of employment, without pay, for performance or conduct that has not been satisfactorily corrected through the use of oral and written warnings. Suspension may also be used for misconduct or serious violation of policy. Suspensions range from one (1) work day to thirty (30) work day, depending on the seriousness of the problem.

9.5.5 Discharge – a discharge is a permanent involuntary separation of employment from the College for disciplinary reasons. An employee may be discharged without prior progressive discipline when warranted by the seriousness of the offense.

Representative examples of infractions which may lead to disciplinary action, including Discharge (not limited to these examples):

- Violation of college policies;
- Violation of state or federal law;
- Threatening behavior;
- Leaving the work site without permission during working hours;
- Gambling during work hours or while using College resources;
- Failure to report to work without properly notifying the supervisor (AWOL) and/or failure to report to work without required uniform, safety equipment, and/or maintaining proper licensure.
- Unauthorized use or misuse of College property or records;
- Substandard work performance;
- Unsatisfactory attendance or tardiness;
- Misuse of work time while on duty, but not limited to misuse of rest periods, performing personal work, hobbies or personal recreational activities during work time, etc.;
- Failure to follow safety rules;
- Use of obscene language;
- Moving traffic violations while operating a College vehicle;
- Smoking in non-designated areas of College facilities;
- Engaging in prohibited political activities during work hours or while using College resources.

Representative examples of infractions of such a serious nature that the first occurrence may result in immediate discharge includes, but is not limited to:

- Unlawful use of and/or possession of controlled substances while on College premises;
- Drinking alcohol or being under the influence of alcohol on College premises;

- Conduct that constitutes a violation of criminal law on campus or off-campus where such conduct seriously threatens the reputation or educational mission of the College or the health or safety of any member of the College community. On a case by case basis, the College may conduct its own employment investigation and disciplinary proceeding irrespective of any actions taken by law enforcement.
- Willful damage or destruction of College records or property or another employee/student's property;
- Acts of physical violence, fighting, threatening or coercing anyone on College premises;
- Theft or dishonesty toward the College, its employees, or its students;
- Falsification or omission of information on an employee application, timesheet or other college record; regardless of the date of discovery;
- Unlawful discrimination on any basis prohibited by law;
- Sleeping on the job;
- Insubordination, including but not limited to, resisting management directives through actions and/or verbal exchange and/or failure to follow supervisor's instruction or perform assigned work;
- Possession, use of, or threats to use firearms, dangerous weapons or explosives on College premises.

9.6 Suspension, Demotion and Discharge

9.6.1 Required approvals by the Department of Human Resources

Supervisors contemplating the suspension, demotion or dismissal of a unit member, must consult with the Department of Human Resources before taking such actions. Suspension, demotion or dismissal require the approval of the Dean or Director, appropriate Vice-President and the Director of Human Resources.

9.6.2 Pay Status

Employees will normally remain at work pending the issuance of a Notice of Final Action. However, a Dean/Director may, with the approval of Human Resources, place an employee on administrative leave with pay pending completion of the investigative or disciplinary process.

9.6.3 Notice Requirements

Notices shall be in writing and will normally be served in person by the immediate supervisor, if possible. At the time of service, the employee shall be asked to sign an acknowledgement of receipt. If the employee declines, the supervisor shall so note on the letter itself for record purposes. If the notice cannot be presented personally, the letter may be sent certified mail with a return receipt requested. The notice must be properly stamped and addressed to the last address provided by the employee. Service of the notice is complete when the notice is deposited with the United States Postal Service.

9.6.4 Notice of Contemplated Action (NCA)

To initiate a suspension, demotion or discharge of a non-probationary regular or term employee, the dean/director will contact the Director of Human Resources and the appropriate Vice-President. Human Resources will assist in the drafting of the NCA, gathering required documentation and will coordinate a time to meet with the supervisor and employee to present the Notice of contemplated Action. The notice of contemplated action must include the following:

- Specify the contemplated action
- Specify the basis for a determination that just cause exists to suspend, demote or discharge the employee
- Indicate which policies the employee has violated.
- Specify that the employee has the right to respond to the notice of contemplated action within ten (10) work days of receipt of the NCA if submitting a written response. Specify that the employee must request to present an oral response within five (5) work days.

9.6.5 Response to a Notice of Contemplated Action

The employee may respond orally or in writing to the notice of contemplated action within ten (10) working days of receipt of the NCA. The written response will be submitted to Director of Human Resources. If the employee wishes to present an oral response, he/she must submit a written request for the meeting within five (5) working days from receipt of the notice of contemplated action. Any extension of time must be in writing and agreed upon by both the employee and the Department of Human Resources. Oral response meetings will include a member of the Human Resources Department, and at the employee's request, an employee shall be entitled to Federation representation.

- When the notice of contemplated action is served by mail, the employee shall have three (3) additional calendar days in which to submit a written response or submit a request to present an oral response.
- The purpose of the written or oral response is not to provide an evidentiary hearing but is an opportunity for the employee to respond to the charges against him or her.

9.6.6 Final Notice of Disciplinary Action

If an employee submits a written response or presents an oral response, the Dean/Director will take the response into consideration. The Dean/Director, after consultation with the Human Resources Department, will decide on the final action to be taken, whether or not the employee has responded to the NCA. The final disciplinary action, signed by the Dean/Director shall be issued no later than ten (10) working days from the date of receipt of the written response, the oral response or within ten (10) working days following the expiration of the response period. The Notice of Final action should include the following:

- State the final discipline to be taken, which may be upholding the contemplated action, a lesser form of discipline than contemplated, or no disciplinary action.

- Notice should contain the basis for a determination of just cause for the suspension, demotion or dismissal.
- Statement indicating if the employee responded to the Notice of Contemplated Action.
- Specify when the disciplinary action will be effective.
- If the employee had previously submitted a timely written response or a timely oral response, inform employee that the disciplinary action may be appealed in writing to the Human Resource Department within five (5) working days from receipt of the Final Notice.

9.6.7 Appeal Process

9.6.7.1 This Appeal Process applies only if employee submitted a timely written or oral response in accordance with Section 9.6.5 above.

9.6.7.2 The employee must submit a written appeal to the Human Resources Department within five (5) working days of receipt of the Notice of Final Action. If the employee does not appeal the disciplinary action within the five (5) working days, no appeal is available.

9.6.7.3 The Department of Human Resources, within five (5) working days after receiving the written appeal, will forward the written appeal, along with all pertinent information, to the President.

9.6.7.4 The president in his or her discretion, may limit his or her review to the records submitted, or the president may elect to receive new materials or evidence to be considered. The president may consult, as appropriate, with additional parties before reaching a decision. The president will render that decision within thirty (30) working days of the appeal.

9.6.7.5 While an appeal is pending the employee shall maintain the same leave status as maintained upon employee's receipt of the Notice of Contemplated Action, or if not already on leave with pay status, may be placed on leave with pay.

Current

- A. The Federation and the College agree that the general purpose of discipline is to correct unsatisfactory performance and/or misconduct. Progressive discipline may be utilized when management determines that the merits of a particular case warrant such an approach. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

- B. Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. Examples of the least severe discipline consist of verbal warnings and written reprimands. More severe disciplines consist of suspensions and terminations.
- C. Upon request, an employee shall be entitled to Federation representation at any meeting called to administer a letter of reprimand or more severe disciplinary action.

CURRENT

Article 9. PROGRESSIVE DISCIPLINE

- D. The Federation and the College agree that the general purpose of discipline is to correct unsatisfactory performance and/or misconduct. Progressive discipline may be utilized when management determines that the merits of a particular case warrant such an approach. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.
- E. An employee may be discharged, suspended without pay or terminated only for good and just cause.
- F. Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. Examples of the least severe discipline consist of verbal warnings and written reprimands. More severe disciplines consist of suspensions and terminations.
- G. All discipline up to and including termination shall be administered in accordance with the disciplinary practices listed in the staff handbook.
- H. Upon request, an employee shall be entitled to Federation representation at any meeting called to administer a letter of reprimand or more severe disciplinary action.

T.A. T.C. 6-27-2019 11:30am

GJ

NNMC Proposal
June 24, 2019

Article 14. ~~TIMESHEET~~EMPLOYEE SUBMISSION OF TIME

14.1 Non-exempt employees subject to the provisions of the Fair Labor Standards Act are required to submit ~~their time a timesheet to~~ and report all work and non-work hours (e.g. class time, leave, inclement weather, voting leave etc.).

14.2 ~~Employees Timesheets must be submitted~~ their time according to the published payroll calendar.

14.3 The supervisor will train and support employees on the process of completing and submitting their time ~~timesheets~~.

14.4 The employee is responsible for the time entries made by the employee or made on the employee's behalf. ~~Timesheets must be signed by the employee and the supervisor.~~

14.5 Falsification of an employee's time submission ~~timesheets~~ may result in disciplinary action, including dismissal.

J.A. T.C. 5:29 PM 6-24-2019
GZ

Management Proposal
May 24, 2019

Article 16 – Work Week/Work Hours and Scheduling

Proposed

Keep current language and add:

16.2.1 Based on the operational needs of the College, the College may determine that employees in specific departments may be assigned to alternative work schedules (e.g. four-day work-weeks).

the bookstore

GZ

Current

16.1 A regular work week begins on Sunday at 12:01 a.m. and ends on Saturday at midnight.

16.2 The regular work schedule is forty (40) hours per week and consists of five (5) traditional work days within a seven (7) calendar day period, normally Monday through Friday. Nontraditional schedules may exist in areas such as, but not limited to, security, plant maintenance, libraries and other seven (7) day per week operations.

16.3 The traditional daily working hours are from 8:00 a.m. to 5:00 p.m.

16.4 Rest Periods - Each workday shall include one (1) fifteen (15)-minute paid rest period for every four (4) hours worked in a workday. Rest periods are considered as time worked and are provided by the College to allow employees to refresh themselves, and to conduct limited personal business.

16.4.1 Such rest periods should be taken approximately in the middle of each four (4)-hour period and shall not exceed fifteen (15) minutes whether or not the employee chooses to leave the work area.

16.4.2 The employee's immediate supervisor shall schedule rest periods in a fair and reasonable manner and according to operational needs.

16.4.3 Rest periods shall not be scheduled at the beginning or the end of a work period or appended to a meal break or another rest period.

16.4.4 Employees may not use rest periods for the purpose of making up absences or late arrival.

16.4.5 Employees working five (5) or more hours in a workday shall be entitled to a fifteen (15)-minute rest period for each four (4) hours worked.

16.5 Each employee will have a one-hour unpaid lunch period during any eight (8) hours of work. It may be required at times that the supervisor may have to assign a lunch period in order to meet the needs of the department. The normal lunch hour is between 11:00 a.m. to 12:00 p.m. or 12:00 to 1:00 p.m. Failure to take a lunch hour will not be used to shorten the workday. Lunch breaks are subject to

interruption and scheduling by management. Part-time employees working fewer than five (5) hours in a day shall normally not take a meal break.

16.5.1 Employees required to work during their lunch period shall be compensated in accordance with Article 23 (Overtime and Compensatory Time).

NFEE Proposal
June 2, 2019

Article 22. LEAVES

22.1 Sick Leave/Personal Leave

23.1.1 Bargaining unit staff shall be credited with 129 hours of sick leave per year which shall be accrued on a pay period basis. Three (3) of the accrued days shall be considered personal leave days. Part-time staff shall accrue sick leave at a pro rata percentage of the full-time rate. Sick leave is earned during actual time worked and during paid leave. Sick leave is not earned during periods of unpaid leave.

22.1.2 Sick leave may be used only for the following:

- Personal illness or injury (including pregnancy, childbirth, and other related medical conditions).
- Partial days when an employee, who has been on sick leave, returns to work on a part-time basis.
- Transporting an immediate family member for medical services
- Caring for immediate family member, defined as spouse, parent, grandparent, child, brother, sister or any other person residing in the same household of employee, who becomes ill or injured and requires personal assistance from the employee. Length of time charged to sick leave under this paragraph shall not exceed five (5) consecutive work days, unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family and Medical Leave Act leave who are experiencing extreme circumstances covered under this paragraph, more time may be allowed at the discretion of the employee's Department Director.
- Doctor's appointments and other pre-scheduled health-related absences. An employee requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists.
- Supervisors may authorize an employee to use accrued sick leave to attend the funeral of a relation by blood or marriage, with the exception of cousins.

22.1.3 The employee requesting sick leave shall personally place the call unless extraordinary circumstances exist which render the employee unable to call.

22.1.4 An employee who calls in sick shall not be allowed to change the leave designation to any other type of leave at a later date.

22.1.5 Employees are required to call the immediate supervisor when unable to report to work due to illness or injury within one (1) hour of the employee's work shift.

T.A. J.C., 5:29pm

GA 6-24-2019

22.1.6 When an employee is absent for three (3) consecutive work days due to illness or injury, he/she shall submit to his/her supervisor a "Physician's Statement" certifying that he/she was under the doctor's care during the period of absence and was unable to work. At the supervisor's discretion, a "Physician's Statement" may also be required for the first day of absence due to sickness in cases involving an employee's re-occurring absences or chronic illnesses.

22.1.7 When an employee becomes ill or injured on vacation, he/she may present a "Physician's Statement" verifying the period of illness or injury and charge the period to sick leave rather than vacation.

22.1.8 When a holiday falls during the time an employee is on sick leave, the holiday will be charged rather than sick leave.

22.1.9 The College reserves the right to require an employee to see a licensed healthcare provider of the College's choice, and at the College's expense, to render a medical opinion on an employee's condition in regard to such employee's use of sick leave, as appropriate in cases involving an employee's re-occurring absences or chronic illnesses.

22.1.10 Failure to comply with sick leave practices will result in the employee being placed on Absence Without Authorized Leave (AWOL) status and may result in disciplinary action.

22.1.13 Each employee shall be credited with three (3) paid personal leave days at the beginning of each academic year. Personal leave is subtracted from the staff member's sick leave. Personal leave cannot be accumulated but remains in the sick leave balance if not utilized by the end of the fiscal year. The employee shall notify the supervisor of his/her need to use personal leave at least 48 hours in advance unless an emergency situation exists. An employee shall not be required to state the reason for the personal leave.

22.1.11 Sick leave shall be accumulated up to a maximum of 200 days (1600 hours).

22.1.12 No compensation shall be paid for accrued and unused sick leave at the end of a staff member's employment with the college.

22.2 Family and Medical Leave Act (FMLA) - The purpose of the FMLA is to ensure that workers can meet their family obligations without fear of losing their jobs or being otherwise adversely affected by taking time off. FMLA affords workers the right to take up to 12 weeks off from work to care for themselves or family members during a covered medical event or for certain other family reasons. The faculty member can opt to use their sick leave to continue to receive pay during the leave. The faculty member must contact the Human Resources Department for eligibility requirements.

22.3 Annual Leave – The College reserves the right to approve, disapprove or schedule an employee's annual leave in response to the needs of the college. Supervisors shall make every effort to schedule annual leave during the periods least disruptive to the educational process.

- 22.3.1 Full time employees accrue 192 hours of annual leave per fiscal year which shall be accrued on a pay period basis. Part-time staff shall accrue annual leave at a pro rata percentage of the full-time rate.
- 22.3.1 The College may exercise its right to extend the Winter break for all employees by scheduling a maximum of eight days of annual leave in addition to the regularly scheduled holiday.
- 22.3.2 Annual leave is earned during actual time worked and during paid leave. Annual leave is not earned during periods of unpaid leave.
- 22.3.3 No employee may carry over more than 240 hours of annual leave from one fiscal year into the next. At the end of each fiscal year (June 30th), any accrued annual leave in excess of 240 hours is forfeited.
- 22.3.4 Employees must request and receive approval of annual leave, in advance, from their immediate supervisor. Employees are required to provide at least ten (10) calendar days advance notice for any annual leave request of five (5) days or more. This requirement does not apply to emergency annual leave requests.
- 22.3.5 Annual leave may not be taken in excess of the amount accrued unless a Leave Without Pay is approved.
- 22.3.6 Using their annual leave balances, Unit employees in the Finance, Accounting and Information Technology Departments are mandated to take an annual two week vacation each fiscal year. During this period, employees will not be allowed to access email or respond to telephone calls. In the event that the employee does not schedule this leave, management retains the right to schedule the leave based on the needs of the college. If the unit employee does not have a sufficient leave balance to cover the absence, he/she will be granted paid administrative leave for the time absent.
- 22.3.7 Employees on scheduled annual leave when Administrative Leave (e.g. inclement weather, etc.) is granted, shall have the leave charged to the employee's annual leave unless the College closes for a full day. In this case, the employee's annual leave will not be charged and the leave will be charged to Administrative Leave.
- 22.3.8 Term appointment employees, as defined in article Z, should use accrued annual leave prior to the expiration of the appointment.
- 22.3.9 A unit member moving from a non-term position to a term appointment position, shall use all accrued annual leave prior to the move. Management reserves the right to pay the unit member any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the term appointment position.
- 22.3.10 A unit member moving from one term appointment position to another term appointment positions, shall use all accrued annual leave prior to the move. Management reserves the right to pay the unit member any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the new term appointment.

22.3.8 Upon separation from the College, non-term appointment employees are paid for unused accrued annual leave hours up to a maximum of ~~192~~ 240 hours. Term appointment employees shall only be paid for unused accrued annual leave if payment is allowed through the funding source

22.3.9 Upon termination or non-renewal of funding for term appointments, accrued annual leave will be forfeited.

22.4 Bereavement Leave

Upon notification to the supervisor, a staff member may be granted up to three (3) days of leave with pay for a death in the staff member's family. "Family" is defined as spouse, domestic partner, parent, step-parent, child, step-child, brother, sister, father- or-mother-in-law, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the staff member. Upon approval of the Department Head, additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.

22.5 Military Leave

Emergency military leave, temporary military leave, and indefinite military leave shall be granted to faculty members in accordance with state and federal law, specifically, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

22.6 Voting Leave

Unit employees, who are New Mexico registered voters, are granted, at their request, time off from College duties to vote in government elections. Such time off within the daily work schedule is paid at straight-time for a maximum of two (2) hours. The College reserves the right to schedule the time off.

22.7 Jury Duty and Required Court Attendance

A staff member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to the Human Resources Department. A faculty member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled work day. In lieu of taking leave with pay, an employee may elect to retain monies received from the court. An employee who elects to take leave with pay must remit to the Payroll Office, monies received in connection with his or her enforced court attendance (excluding reimbursement for mileage).

22.8 Domestic Abuse Leave

The College provides domestic abuse leave to any employee who is a victim of domestic abuse in accordance with the New Mexico Promoting Financial Independence for Victims of Domestic Abuse Act, NMSA 1978, § 50-4A-1 thru 4A-8. Domestic abuse leave means intermittent paid or unpaid leave time for up to fourteen (14) days in any calendar year, taken for up to eight hours in one day. Leave time may be used to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorney's victim advocates or to attend court proceedings related to the domestic abuse of the employee, a minor child of the employee, or a person for whom the employee is a legal guardian. When domestic abuse leave is taken in an emergency,

the employee or the employee's designee must give notice to the employee's supervisor or the College's Human Resources Department within twenty-four hours of commencing the domestic abuse leave. An employee may use paid leave time or unpaid leave time, consistent with College policies.

22.8.1 Certification or Verification - The College may require verification of the need for domestic abuse leave. If verification is required, an employee must provide one of the following forms of verification in a timely fashion:

- A police or security report indicating that the employee or a family member as defined above was a victim of domestic abuse; or 1) copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse. The document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or
- The written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or prosecuting attorney stating that the employee or a family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse. The faculty member must contact the Human Resources Department for eligibility requirements.

22.8.2 Confidentiality - The College shall not disclose verification information and shall maintain confidentiality of the fact that the employee or employee's family member was involved in a domestic abuse incident, that the employee requested or obtained domestic abuse leave and that the employee made any written or oral statement about the need for domestic abuse leave. The College may disclose employee's information related to domestic abuse leave only when the employee consents, when a court or administrative agency orders the disclosure or when otherwise required by federal or state law.

22.9 Governmental Entity

A full-time staff member who has been duly appointed or elected as a member of a legally constituted State or Federal Board or County, Municipal or Public Utility Commission, shall be entitled to leave with pay when requested to be absent from his employment in order to attend meetings or transact business of said Board or Commission. Such leave does not apply to publicly balloted and elected offices (for example, City Council, County Commission, School District Board of Education, etc.). Any payment provided to the staff member, other than food and travel expenses, shall either be refused or turned in to the College as reimbursement for the leave with pay.

A staff member shall not participate in a Board or Commission if such participation will create a conflict of interest for the faculty member or the College or otherwise violates applicable conflict of interest laws. Absence from duty must be approved by the College President or his/her designee and it must not hamper the performance of his/her duties with the College. Such leave shall normally not exceed (2) days per month unless previously approved by the Board.

22.10. Leaves Without Pay - While leaves without pay is not recommended, or granted without expectation of reinstatement, reinstatement is not guaranteed. While on an approved leave without pay, the staff member shall be responsible for the employee and employer cost of medical benefits.

22.10.1 Education Leave- An extended leave of absence without pay may be granted an employee for a period not to exceed one (1) year. Upon request, this leave may be extended for a period not to exceed one (1) additional year.

22.10.2 Extended Personal Leave/Leave Without Pay- An employee may be granted an extended leave without pay for extended periods for illness or injury, personal reasons, sickness in a family, or other purposes of a personal nature at the discretion of the area Vice-President. A staff member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practical. Approval may be granted for a limited duration and based on operational needs. A leave without pay shall not exceed one (1) year.

TIA P.C. 5:30 PM 6-24-2019
GZ

**NNMC REVISED Proposal
June 24, 2019**

Article 48 – Salary Procedure

48.1 Employees shall be paid on a biweekly basis.

48.2 If a payday falls on a weekend, ~~or~~ holiday, or a day when the College has scheduled closure, the employee shall be paid on the last workday immediately preceding the weekend, ~~or~~ holiday, or scheduled closure.

48.3 If a payday falls during the period in which the College is closed during Winter Break in December, the employee shall be paid on the regularly scheduled payday. Refer to 48.2 if the regularly scheduled payday is on a weekend or holiday.

TrA, J.C. Si 29 AM
6-24-2019
GA

**NNMC Counterproposal
June 24, 2019**

Article 31. FRINGE BENEFITS

The Federation recognizes that some fringe benefits and conditions on benefits are set and regulated by the State and/or Federal Government.

1. Shared Cost Benefits:

A. For Fiscal Year ~~2017-18 and 2018-19~~ up to 2020-21, the College will provide employees coverage under the group plan from the New Mexico Public Schools Insurance Authority (NMPSIA). The College reserves the right to select benefits vendors through an appropriate procurement process, applying appropriate fiscal and quality of service analysis.

a. Eligible employees and eligible family members are defined by NMPSIA and may participate in the following plans offered by NMPSIA. Each fiscal year, NMPSIA may offer an open/switch enrollment period. Payment for these benefits shall be based on rates established by NMPSIA for participating members. The Employer shall contribute the amount required for such payments. Eligibility, effective dates, and change of status rules are defined by NMPSIA. The following benefits are subject to change by NMPSIA.

b. Group Insurance (Medical, Dental, Prescription Drugs and Vision)
The costs are shared between College and eligible employees distributed as follows:

Annual Salary: \$14,999 or less	NNMC 80% of premium	Employee: 20% of premium
Annual Salary: \$15,000 - \$19,999	NNMC 75% of premium	Employee: 25% of premium
Annual Salary: \$20,000 - \$24,999	NNMC 80% of premium	Employee: 20% of premium
Annual Salary: \$25,000 - \$29,999	NNMC 75% of premium	Employee: 25% of premium
Annual Salary: \$30,00 or greater	NNMC 70% of premium	Employee: 30% of premium

c. Employees on approved extended unpaid leave of absences shall be permitted to maintain their group insurance programs in accordance with the law. In such cases, the employee must assume 100% if the premium cost.

B. Educational Retirement - The Educational Retirement Board (ERB) is the statutory entity responsible for administering the New Mexico Educational Retirement Act (ERA). NM Educational retirement is a shared rate set by New Mexico Statute. The rate for FY2019-208 and FY2019, based on gross pay, is 7.9% for employees with a salary of \$240,000 or less and those over \$240,000 pay 10.7%. The College contributes 14.153.90% of employee's gross pay.

Regular membership is a condition of employment and all local administrative unit employer who qualify as regular members must be covered under the Educational Retirement Act, commencing with the first day of employment.

C. New Mexico Retiree Health Care

NM Retiree Health Care is a shared rate set by NM Statute. The rate for FY2019-208 and FY2019, based on gross pay, is 1% (employee) and 2% (NNMC).

2. Other benefits paid by NNMC

A. Basic Term Life Insurance (employee coverage) \$50,000

B. Employee Assistance Program

C. State Unemployment Insurance

D. Worker's Compensation

E. Educational opportunities

Employee Tuition Waivers- The College will waive tuition (all fees are excluded) for up to 9 credit hours each academic semester and up to 6 credit hours each summer term.

Full-Time employees may be granted time off with pay per week to attend one (1) course each semester at the discretion of the employee's supervisor. The employee participating shall forfeit breaks on class days. Supervisors are encouraged to grant permission for such time off, if possible based on workload or other legitimate business reasons. If time off is not feasible, supervisors are encouraged to arrange an alternative work schedule in order for an employee to attend a class during the day. Employees granted time off to attend class must either report to class or remain at work.

Tuition or fees for Continuing Education courses are not covered.

Employees working less than 40 hours per week are not eligible for time off.

Dependent Tuition- The College will waive tuition (all fees excluded) for up to 18 credit hours per semester for eligible dependents of an employee. This program applies to NNMC offered courses only.

Tuition or fees for Continuing Education courses are not covered.

Non-resident tuition in excess of New Mexico resident tuition is not covered.

Eligible dependents include a legal spouse, domestic partner (affidavit of Domestic Partnership must be filed with Human Resources), and any naturally, legally adopted, or step-children who, as of the original application deadline, are unmarried and have not reached age of twenty-five (25). When an employee is no longer married or a domestic partnership is terminated, the ex-spouse or domestic partner is not eligible for tuition benefits under this program, effective with the academic semester following the date of the divorce or termination of the domestic partnership.

The amount of the tuition benefit will be reduced by the amount of tuition waived by any other tuition waiver or tuition scholarship. The amount of an individual's dependent education tuition benefit, plus the amount of any need-based financial aid grants, will not exceed the cost of attendance, as defined by the Financial Aid Office.

Under IRS regulation, the value of tuition benefits may be considered taxable income to the

employee. The value of benefit, if applicable, will be included as compensation on the employee's W-2 form filed with the IRS and subject to withholding.

3. Employee Paid Benefits

A. Flexible Spending Accounts – allows the employee to pay for eligible medical and/or dependent care expenses on a pre-tax basis.

B. Life Insurance – Additional Employee Term Life (Supplemental) Life, and Dependent Life (spouse, domestic partner, and children) coverage are provided.

C. Supplemental Retirement Plans -Members of the Bargaining Unit are eligible to participate in a supplemental retirement plan (403(b) and 457(b) accounts). Contribution limits are established each calendar year by the Internal Revenue Service.

D. Other Supplemental Plans (Voluntary Supplemental Accident), Cancer and other products including financial products offered by various carriers. For a complete list of other supplemental insurances and carriers contact the human resources department.

JCA, A.C. 5:29 PM
6-24-2019
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**NNMC Counter Proposal
June 24, 2019**

Article 32. COMPENSATION

32.1 Bargaining unit members, for Fiscal Year 2018-19, will receive a ~~2%~~ 4% across-the-board salary increase appropriated by the 2018 Legislature.

32.2 The following minimum pay rates will be increased effective July 1, 2018:

- Custodians - \$11.20 per hour
- Groundskeepers - \$11.55 per hour
- Security Officers - \$11.55 per hour
- Receptionist - \$11.76 per hour
- Clerk - \$11.76 per hour
- Administrative Assistant - \$12.80 per hour

~~32.3 The following adjustments will be made for longevity effective July 1, 2018:~~

~~Custodians~~

~~Unit members who have completed at least 6 years of service as of 6/30/18 will receive an additional \$.20 per hour above the minimum rate~~

~~Unit members who have completed at least 7.5 years as of 6/30/18 will receive an additional \$.30 per hour above the minimum rate~~

~~Unit members who have completed 8-14 years as of 6/30/18 will receive an additional \$.69 per hour above the minimum rate~~

~~Unit members who have completed 15-17 years as of 6/30/18 will receive an additional \$.76 per hour~~

~~Unit members who have completed more than 18 years as of 6/30/18 will receive an additional \$.57 per hour~~

~~32.6 The Parties agree to re-open salary negotiations on or after March 31, 2019.~~

~~32.7 Administrative Assistants defined as confidential employees in the 2018-19 CBA who are no longer defined as confidential employees will be made whole.~~

32.8 On or before December 1, 2019 the College shall complete a regional staff salary study, ~~of peer institutions of similar size, enrollment and budget, including local entities and~~ considering regional market cost of living.

**Northern New Mexico College Board of Regents
and
Northern New Mexico College Branch Community College Board**

OPERATING AGREEMENT

The Board of Regents of the Northern New Mexico College (NNMC) (hereinafter referred to as NNMC Board of Regents), Espanola, New Mexico, and the Northern New Mexico College Branch Community College Board (hereinafter referred to as the Branch Community College and Branch Community College Board), which is comprised of five individuals, one nominated by each of the five public school districts which make up the Branch Community College district, hereby enter into the following Operating Agreement, pursuant to Section 21-14-2(B)(1), NMSA 1978, concerning the operation of the Branch Community College located in El Rito and/or Espanola, New Mexico.

References as the primary sources for the formulation and implementation of this document: Laws of New Mexico 2019, Chapter 77; New Mexico Statutes Annotated 1978, Chapter 21 State and Private Education Institutions; Article 14 Branch Community Colleges; Section 21-14-2. Board duties; relationship with parent institution; elections. (See Appendix A)

Duties and Responsibilities

The duties and responsibilities of the Branch Community College Board in relation to the operation of the Branch Community College are as follows:

- 1 Enter into written agreements with the NNMC Board of Regents, subject thereafter to biennial review by all parties concerned and to the review and commentary by the New Mexico Higher Education Department;
- 2 Act in an advisory capacity to the NNMC Board of Regents in all matters relating to the conduct of the Branch Community College;
- 3 Approve an annual operating budget for the Branch Community College for recommendation to the NNMC Board of Regents;
- 4 Certify tax levies to the Rio Arriba, Santa Fe, and Taos County Commissioners;
- 5 Conduct the election for tax levies for the Branch Community College;
- 6 Meet with the NNMC President at least once a year to approve the Branch Community College budget. The NNMC President will be welcome to attend any or all meetings at his/her discretion and may share concerns and items of interest as deemed necessary. The NNMC President will be invited to report to the Branch Community College Board and an agenda item will be provided on request by the NNMC President.

The NNMC Board of Regents, through the NNMC President, shall have full authority and responsibility in relation to all instructional and administrative matters of the Branch Community College. The NNMC offices will serve in a supportive capacity for the Branch Community College.

Certain policies in the Operating Agreement follow, but it is recognized that unanticipated circumstances may require changes in policies. Such changes will be determined by the NNMC President and submitted to the Branch Community College Board by the NNMC President for approval before submission to the Branch Community College Board and the NNMC Board of Regents. The Branch Community College Board will make any recommendation to the NNMC Board of Regents, which will have final approval.

Policies:

1. The Branch Community College will be operated in accordance with the standards of the Higher Learning Commission and under appropriate state statutes and the rules and regulations of appropriate state agencies governing the relationship of NNMC and the Branch Community College.
2. The mission of the Branch Community College includes the following purposes:
 - To offer career and technical education programs leading to gainful employment for students in their chosen field
 - To offer dual credit opportunities to qualified high school students in the public school districts which make up the Branch Community College district, and early college admissions programs for qualified high school students within the Branch Community College district
 - To offer workforce education and training services, and provide institutional leadership in the economic development of the region
 - To offer programs of instruction leading to Associate degrees and Certificates of Completion
3. The Branch Community College instructional program will be coordinated with NNMC, and responsibility for determining courses of study, program content and course scheduling shall rest with the NNMC President and the Branch Community College Board.
4. NNMC shall honor credits earned through lower division courses at the Branch Community College as though they were earned at NNMC. NNMC will accept from the Branch Community College completed courses included in approved associate of science and associate of arts degrees as well as other lower division academic coursework. The total number of lower division course credits which may apply toward a baccalaureate degree will be determined by an individual degree program.

5. The admission criteria shall be established by the NNMC Board of Regents. Such admission criteria shall follow commonly accepted criteria for "open door" two-year institutions.
6. Personnel policies governing hiring, evaluation, promotion, retention, dismissal and compensation of faculty and staff shall be established by the NNMC Board of Regents. Appropriate recognition shall be given to the differing missions of NNMC and the Branch Community College.
 - a. All policies shall comply with federal and state laws applicable to the Branch Community College and shall be appropriate to faculty and staff at two-year campuses and, wherever appropriate, shall be consistent with policies governing NNMC employees. Consideration will be given to local qualified applicants before employing teachers of the local school system.
 - b. The NNMC President is the hiring authority for hiring and dismissal of all personnel at the Branch Community College
7. The Branch Community College shall award the degrees of Associate of Arts, Associate of Science, Associate of Applied Science, and Certificates of Achievement, Employability, and Occupational Training (for programs requiring less than the equivalent of two years for completion) to students who successfully meet the requirements established for such degrees or certificates and may award Associate Degrees if implemented by the Branch Community College.
8. The Branch Community College will provide the opportunity for transportation to and from high schools in the public school districts which make up the Branch Community College district. Otherwise, transportation to and from the Branch Community College will be provided by the students' school districts.
9. Fiscal administration of the Branch Community College shall be coordinated with the NNMC business office. Appropriate records of financial transactions shall be maintained by NNMC and/or the Branch Community College, including receipts and records of disbursement. Policies and procedures concerning the maintenance of the funds, budgetary planning, and approvals shall be established and reviewed by the appropriate NNMC administrative staff, the Branch Community College Board, and the NNMC Board of Regents periodically. Fiscal support of the Branch Community College will principally come from the following sources:
 - a. State appropriations as provided by law.
 - b. Local tax support, including local mill levy funding, as provided by law.
 - c. Student tuition as established by the NNMC Board of Regents in collaboration with the Branch Community College Board.

d. Fees as established by the NNMC Board of Regents in collaboration with the Branch Community College Board and approved by the New Mexico Department of Higher Education.

e. Grants, gifts and other funds that may be available. No funds of NNMC shall be allocated for the support of the Branch Community College although indirect administrative costs may be borne by NNMC. No funds of the Branch Community College may be diverted to NNMC, except for the payment of the budgeted indirect administrative overhead or other appropriate purchases of goods or services. Normal services provided by NNMC through the administrative overhead arrangement include general support, personnel, staff development, internal audit services and leadership.

10. Capital projects will be developed by NNMC.

11. Financial aid funds for students will be distributed according to processes and procedures of state and federal law and administered by the NNMC financial aid office. Criteria will be developed based on funding source requirements and intents. The NNMC financial aid office shall monitor such distributions and changes in distribution percentages shall be reviewed by the NNMC President.

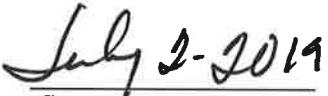
Terms:

This Agreement shall be for the two-year term from July 1, 2019 to June 30, 2021, and shall be binding upon the NNMC Board of Regents and the Branch Community College Board. This Agreement may be terminated by mutual consent, or it may be terminated by either Board upon six months notice. Such termination is to be effective at the close of the academic year following expiration of such six months notice. However, if the Branch Community College has outstanding general obligation or revenue bonds, neither the Branch Community College Board nor the NNMC Board of Regents may terminate the agreement until the outstanding bonds are retired, except as provided by Section 21-13-24.1 NMSA 1978.

In the event that the Branch Community College Board or the NNMC Board of Regents should be unable to meet, with a duly qualified quorum, for the purpose of approving this Operating Agreement prior to the expiration of the agreement, this agreement shall remain in effect until after each board has met, with a duly qualified quorum, and has taken action on the Operating Agreement.



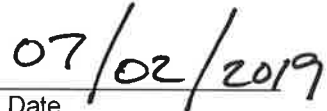
President, Branch Community College Board



Date



Vice President, Branch Community College Board



Date

President, NNMC Board of Regents

Date

Secretary, NNMC Board of Regents

Date