

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, 2025

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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 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) workdays of receipt of the NCA if submitting a written response. Specify that the employee must request to present an oral response within five (5) workdays.

#### 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 the 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 is not part of the bargaining unit during the probationary period.
- 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 unit, 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 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 23 (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 an approved paid leave status the workday 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
10. Presidents Day

**Article 18. WELLNESS PROGRAM**

- 18.1 Bargaining unit 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**

22.1.1 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 workdays, 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.

Any portion of the first year following the birth or adoption of a child

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 workdays due to illness or injury, he/she may be required to submit to his/her supervisor a "Physician's Statement" certifying that he/she was under doctor's care during the period of absence and was unable to work. This documentation is expected on the employee's return to work following the three day (or more) extended absence. 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.

22.1.11 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.

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

22.1.13 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 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 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, stepparent, child, stepchild, brother, sister, fat her- 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 workday. 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 Human Resources Department 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.

## **22.9 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, et c.). Any payment provided to the staff member, other than food and travel expenses, shall either be refused or turned into 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 Paid Parental Medical Leave**

All bargaining unit members who have been employed at the College for twelve (12) consecutive months are eligible for parental leave up to twelve (12) weeks. Parental leave shall run concurrently with leave under the FMLA.

The bargaining unit member should discuss the need for parental leave with their immediate supervisor well in advance of the leave and reasonably in advance for any arrangements to be made to cover the duties of the employee's position. The bargaining unit member and the immediate supervisor will work together to develop a plan for parental leave that meets the needs of the bargaining unit member and the needs of the College. They shall work together to minimize the impact of leave on the functioning of the department and the services provided to the College.

## **22.11 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.

22.11.1 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.

22.11.2 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 requester 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 affect 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 members' performance.

26.2 An annual needs assessment and review of equipment will be conducted by the Facilities Department and College Administration, to include:

Existing Equipment

Equipment in need of repair

Equipment in need of replacement

Equipment to be added

Prioritization of repairs, replacement, and purchases

Any expenditures determined necessary during the assessment and review process shall be dependent on available funding and incorporated into the departmental budget.

**Article 27. SUSPENDED PROGRAMS**

- 27.1 The College shall determine whether 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 1<sup>st</sup> 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, any employee who receives a paper check will be paid the following workday.
- 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. 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. 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 the College and eligible employees distributed as follows effective January 1, 2024:

	<b>NNMC Share</b>	<b>Employee Share</b>
Annual Salary: \$1 - \$49,999	80% of premium	20% of premium
Annual Salary: \$50,000 - \$59,999	70% of premium	30% of premium
Annual Salary: \$60,000+	60% of premium	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.

Regular membership is a condition of employment 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.

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 stepchildren 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 2024-2025, will receive a three (3) percent (3%) across-the-board salary increase appropriated by the Legislature.

32.2 The following minimum pay rates apply to bargaining unit employees effective the first full pay period following July 1, 2024:

Custodians - \$15.45 per hour

Groundskeepers/Maintenance - \$15.45 per hour

Safety and Security Officers - \$15.45 per hour

Facility Tech - \$16.38 per hour

Receptionist - \$16.38 per hour

Financial Aid Student Outreach Specialist - \$16.38 per hour

Shipping and Receiving - \$16.87 per hour

Accounting Tech/AP - \$17.90 per hour

Bookstore Clerk - \$16.87 per hour

Administrative Assistant - \$17.38 per hour

Business Office Specialist - \$17.38 per hour

Accounting Tech/AP - \$17.90 per hour

Admission Specialist I - \$18.41 per hour

Admission Specialist II - \$ 19.13 per hour

Lab Technician - \$17.38 per hour

Testing Examiner/Academic Advisor - \$17.87 per hour

Recruiter- \$17.87 per hour

Catalog Technician - \$19.13 per hour

Academic Advisor- \$19.13 per hour

IT Tech - \$20.29 per hour

Senior Facility Tech - \$20.29 per hour

32.3 Effective the first full pay period following ratification and signature of this Agreement July 1, 2024, bargaining unit employees will receive \$0.45 per hour increases on every 4th year anniversary of continuous service with the College.

32.4 Northern New Mexico College understands the importance of making its employees feel valued and motivated. Management and designated members of the bargaining unit will conduct a study to gather data that will collectively allow for the creation of a career progression framework. This framework synchronizes the College's goals with the bargaining unit member's goals, builds trust, increases employee retention, and increases productivity. Data gathered should include such pieces as current salaries, competitive wages, job descriptions, employee evaluations, criteria for advancement, and training and professional development needs.

The results of any such study shall not be binding upon the College but shall only be used as



consideration for the development of a career progression framework, and any future salary increase associated with a career progression framework shall be contingent on sufficient appropriations or other revenues to fund a career progression framework. A career progression framework will also be considered in conjunction with the College's other financial priorities and obligations.

**Article 33. NO STRIKE OR LOCKOUTS**

- 33.1 In Accordance with New Mexico Public Employee Labor Relations Board Statute 10-2E-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) workdays of receiving notice. The notice of request to commence negotiations shall be sent no earlier than November 1<sup>st</sup> prior to 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 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 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 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, 2025, subject to applicable state laws.

38.2 Every year Article 32 (COMPENSATION) may be opened for negotiations by either party.

**Article 39. SIGNATURES**

This Agreement was ratified by the Federation on June 25, 2024 and approved by the College Board of Regents on June 28, 2024.

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

NORTHERN FEDERATION OF  
EDUCATIONAL EMPLOYEES

NORTHERN NEW MEXICO  
COLLEGE

Jim Crowl

NFEE President

6-25-2024

Michael A. Hart

NNMC Board of Regents President

DATE 6/28/2024



## **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION POLICY**

### **1. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION POLICY**

Northern New Mexico College is committed to providing a working and learning environment that provides equal opportunity to all current and prospective employees. Current and prospective employees will be considered for employment, promotions, assignment of duties, training, compensation and benefits, discipline and discharge, and other job opportunities on the basis of merit, and as otherwise required by law.

In accordance with federal and state law, it is the policy of the College to prohibit unlawful discrimination and harassment against employees or applicants for employment on the basis of race, color, religion, national origin or ancestry, sex, age, physical or mental disability or handicap, serious medical condition, spousal affiliation, sexual orientation, gender identity, veteran status, or any other basis prohibited by applicable law, including Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e and the New Mexico Human Rights Act, 1978 NMSA §§ 28-1-1 through 28-1-15.

Any applicant or employee who feels that he or she has been discriminated against or harassed should report the incident to Human Resources, a supervisor, or security.

#### **1.1 AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATIONS**

To ensure equal employment opportunities to qualified individuals with a disability, the College will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact Human Resources. It is the policy of the College to prohibit unlawful discrimination and to provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12010, et seq.

#### **1.2 RELIGIOUS AND TRIBAL FEAST DAY REASONABLE ACCOMMODATIONS**

Excused absences for observance of religious holidays, including recognized New Mexico Tribal or Pueblo feast days, are permitted for employees. Requests to be away from work to participate in such observances should be submitted at least two weeks prior to the proposed absence. Planned absences for such requests may be taken as either paid vacation leave, if applicable, leave without pay, or with equivalent time worked at a time and manner agreed upon by the employee and the responsible Supervisor, Director, or Vice President. Responsible Supervisors, Directors, or Vice Presidents may make reasonable accommodations for an employee's time away from work for this purpose to the extent practical in the consideration of education, operational, and critical needs of the College.

No employee shall discriminate against any employee or other individual because of individual's religious belief or practice or any absence thereof. A refusal to accommodate is justified only when undue hardship to the College would result from each alternative of reasonable accommodation.

### **1.3 PREGNANCY DISCRIMINATION ACT**

Pregnant employees are protected from discrimination based on current pregnancy, past pregnancy, and potential pregnancy. Northern New Mexico College provides women affected by pregnancy, childbirth, or related medical conditions with the same benefits of employment (such as light duty, alternative assignments, disability leave, unpaid leave, and medical clearance procedures) as other applicants or employees who are similar in their ability or inability to work. The American Disabilities Act (ADA) also covers pregnant employees who are regarded as having disabilities.

### **1.4 NURSING MOTHERS**

Northern New Mexico College recognizes the health, family, and societal benefits of breastfeeding children. It supports all students and employees who choose to continue breastfeeding their children after they return to school or work, whether they be birth mothers, non-birth mothers, or transgender parents. The decision to continue to breastfeed when returning to school or work often depends upon the availability of a suitable place to pump or nurse and the time to do it. For these reasons, and in order to comply with federal and state law (FLSA), 29 USC § 207(r) (1)-(4) and (NMSA 1978, § 28- 20-2), the College provides lactation rooms and reasonable break periods for breastfeeding. For employees, these break periods are considered paid time.

The Second New Mexico Statute, NMSA 1978, § 28-20-1 ("Right to breastfeed"), provides that "A mother may breastfeed her child in any location, public or private, where the mother is otherwise authorized to be present."

### **1.5 HARASSMENT AND COMPLAINT PROCEDURE**

Sexual and other unlawful harassment is a violation of Title VII and Title IX of the Civil Rights Act of 1964, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is the College's policy to provide a work environment free of sexual and other harassment. To that end, harassment of Northern New Mexico College employees by management, supervisors, coworkers, or nonemployees who are in the workplace is prohibited. The College will take all steps necessary to prevent and eliminate unlawful harassment.

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based

on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

“Sexual harassment” is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; or such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment. Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its persistence and pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, comments about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome physical contact, leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one’s sexual experiences; and
- Discussion of one’s sexual activities.

Quid pro quo sexual harassment occurs when a job benefit is directly tied to an employee submitting to unwelcome sexual advances. For example, a supervisor promises an employee a raise if she will go out on a date with him, or tells an employee she will be fired if she doesn't sleep with him.

Only individuals with supervisory authority over a worker can engage in quid pro quo harassment, since it requires the harasser to have the authority to grant or withhold job benefits.

The Title IX Coordinator has been designated responsibility for coordinating Northern New Mexico College’s efforts to comply with and carry out its responsibilities under applicable laws prohibiting discrimination and harassment, including of Title IX of the Educational Amendments of 1972 and Title VII of the Civil Rights Act of 1964. The Director of Human Resources has been designated responsibility for coordinating Northern New Mexico College’s efforts to comply with and carry out its responsibilities under applicable laws prohibiting discrimination and harassment associated with Title VII of the Civil Rights Act of 1964.

A Title VII complaint shall be filed in with the Human Resources Office and will follow the procedures and timelines of either the New Mexico Human Rights Commission or the federal Equal Employment Opportunities Commission, as applicable.

A Title IX complaint shall be filed in accordance with Title IX Grievance Policy 1320 which can be obtained from the Northern New Mexico College website or directly from its Title IX Coordinator.

#### **1.6 REPORTING MISCONDUCT COVERED BY THIS POLICY**

Northern New Mexico College employees and individuals associated with the College, acting in good faith, should report any observed misconduct, whether suspected or apparent. Misconduct is any activity performed by a Northern New Mexico College employee that violates state and/or federal laws or regulations, local ordinances, or College policies. Employees are to maintain the highest standards of personal and professional ethics as they conduct business on behalf of the College.

Northern New Mexico College is committed to conducting an initial review and continuing with a thorough investigation into allegations of misconduct where warranted, while protecting the rights of all involved. Misconduct should be reported as soon as reasonably possible, preferably within thirty (30) days from the time the employee becomes aware of the observed, suspected, or apparent misconduct. Report the conduct to your supervisor. If, however, there is reason to believe the supervisor may be involved in the misconduct, report the conduct to the department responsible for dealing with the conduct in question. Such offices could include the Office of Human Resources, the Office of Title IX Coordinator, etc.

#### **1.7 RETALIATION NOT TOLERATED**

Retaliation is not tolerated by Northern New Mexico College and will be promptly investigated. Retaliation is any adverse action taken against an employee because that employee reported suspected misconduct. Any employee who interferes with, tries to interfere with, or retaliates against the rights of another employee for reporting suspected misconduct or cooperating in an investigation is subject to disciplinary action up to and including termination of employment. Northern New Mexico College is committed to protecting employees who report suspected misconduct in accordance with the Whistleblower Protection Act (Whistleblower Protection Act - § 10-16C-1. - N.M. Stat. Ann. § 10- 16C-1 et seq. (2012)). Where possible, confidentiality will be maintained, however, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.

It is important to protect individuals from false, unsubstantiated, or inaccurate accusations. An employee who knowingly provides false information or knowingly makes a false report of suspected misconduct or a subsequent false report of retaliation, or who knowingly provides false answers or information in response to an ongoing investigation will be subject to disciplinary action, up to and including termination of employment.