

CNMEU Counter Proposal 1
Full-time Faculty Negotiations
12/5/17 6pm

TA TAM December 5, 2017
TA JAL December 5, 2017

ARTICLE 11: EMPLOYEE EVALUATIONS (CNMEU counter 12/5/17)

- 11.1 The primary purpose for employee evaluations shall be the improvement of performance.
- 11.2 Each employee shall have an annual written evaluation using a College approved format. At will (trial period) employees will meet once per term with the Dean ~~or his/her designee~~, **Acting Dean or Associate Dean** to discuss job performance. This language shall not in any way prevent the College from exercising its right to terminate an at will employee.
- 11.3 Student evaluations will continue to be an element of employee evaluations. The Dean shall be responsible for assessing and determining the validity of student criticism.
- 11.4 If a supervisor identifies an employee behavior, which the supervisor determines to be in need of remediation and does not rise to the level of an issue that requires immediate attention, the observed behavior shall be discussed with the employee and if the problem is not remedied it will be submitted to the employee in writing. The supervisor may assist the employee in developing a solution to the problem and a reasonable time period for improvement to take place. This provision shall not be interpreted in a manner, which prevents the College from taking disciplinary action against an employee.
- 11.5 Prior to the completion of any written evaluation, the supervisor shall offer a provide a conference with the employee to discuss the employee's evaluation, if employee requested.
- 11.6 The employee may submit a written response to any evaluation. The response shall be attached to the evaluation. If the response and any attachments is more than two pages, the employee must submit the material **electronically** ~~on CD~~.
- 11.7 The evaluation and supervision of employees shall be used only for legitimate business purposes.

TA TAM DECEMBER 5, 2017
TA JAL DECEMBER 5, 2017

CNM's 7th Counter Proposal
Full-time Faculty Negotiations
(8th Proposal Overall)
12-05-17 6:00 pm

ARTICLE 13: ACADEMIC FREEDOM

The parties recognize that each employee, subject to parameters established by state and federal law, ~~accreditation requirements, and~~ the College approved curriculum, ~~and national standards that pertain to instructional delivery methods~~ shall have the prerogative, right and responsibility to:

- 13.1 provide a dispassionate, honest presentation appropriate to the students assigned to the employee of all topics determined by the employee to be related to the College approved curriculum course content;
- 13.2 assess the performance of students and
- 13.3 prepare curriculum and course content and choose textbooks for use by the employees' students.
- 13.3 final student grades shall not be changed without consultation with the Instructor of Record for the course.

PARTIES AGREE TO CURRENT LANGUAGE TAM JAL

TA TAM December 5, 2017
TA JAL December 5, 2017

CNMEU Counter Proposal 3
Full-time Faculty Negotiations
12/5/17 6pm

ARTICLE 23: PERSONNEL FILES (CNMEU COUNTER 12/5/17)

- 23.1 The College shall maintain an official personnel file for each employee. The file will be maintained in the Human Resources Department.
- 23.2 An employee shall be permitted to review material contained in the employee's official personnel file. The College shall provide the employee access to the employee's official personnel file upon reasonable advance notice but no later than twenty-four (24) hours after the employee or the employee's representative has made the request for access. The employee shall be required to show proper identification. A designated representative of the Human Resources Department shall be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.
- 23.3 No anonymous, unsigned or unsubstantiated student-authored information will be placed in any employee's official file except for official department student evaluations.
- 23.4 The employee has the right to be accompanied by a ~~Federation~~ **Union** representative while examining the employee's official file.
- 23.5 An employee may designate a ~~Federation~~ **Union** representative to have access to the employee's official file provided the designation is done in writing.
- 23.6 The College shall provide an employee a copy of any document, prior to the placement of the document in the official file. The employee shall be asked to sign the document in order to verify that the employee has seen the document.
- 23.7 The College will honor reasonable requests for a copy of an accessible document in the official file for the employee. The employee may be required to assume a reasonable cost for the copies.
- 23.8 The employee has the right to respond in writing to anything placed in the employee's official file and have such response placed with the material to which the response relates.
- 23.9 The department and each supervisor may maintain a separate working file for each employee that is not accessible to the employee. Information contained in the working file concerning performance shall not be used as a ~~sole~~ basis for disciplinary action, unless the employee is apprised of the information and provided an opportunity to respond and challenge the information.

TA TAM 01-10-2018
TA JAL 01-10-2018

CNM's 12th Counter Proposal
Full-time Faculty Negotiations
(14th Proposal Overall)
01-10-18 4:30 pm

ARTICLE 14: DRUG/ALCOHOL TESTING

- 14.1 The parties agree that the maintenance of a drug/alcohol free work place is a goal of both the College and the ~~Federation~~ *Union*. Employees are prohibited from possession, consumption and/or being under the influence of a controlled substance/alcohol while on the College's premises or during time paid by the employer. Violations of this prohibition may result in a disciplinary action up to and including termination.
- 14.2 The College may administer an alcohol and/or drug test of an employee when the College has probable cause to believe the employee is under the influence of a controlled substance and/or alcohol. For the purposes of this section, "probable cause" shall be defined as observable and articulable behavior exhibited by an employee that would lead a reasonable adult to conclude that the employee may be under the influence of a controlled substance and/or alcohol. Failure of an employee to cooperate in such testing may result in disciplinary action, including termination, against the employee. *Employees involved in a vehicle accident during work time will be required to comply with post-accident drug and alcohol testing. Failure of an employee to cooperate in such testing may result in disciplinary action, including termination, against the employee.*
- 14.3 ~~If Employees required by federal law, or state law, or regulation, or the requirements of a clinical site or other CNM partner require an employee to be subjected~~ submit to random drug and/or alcohol tests, the employee will be required to comply with these tests.
- 14.4 Employees with substance abuse problems shall continue to be offered the opportunity to utilize the services provided by the College's Employee Assistance Program (EAP). Depending on the severity of the detected employee substance abuse problem, the College may either offer the employee EAP services and/or commence disciplinary action against the employee. If the College has initiated substance abuse testing of an employee or disciplinary action is pending, an employee's self-referral shall not preclude either action being taken by the College. An employee's self-referral to the EAP shall remain confidential and will not be used as a basis for disciplinary action.
- 14.5 Any additional policies and/or practices related to drug and/or alcohol testing shall not conflict with these provisions. Prior to the implementation of these policies and/or procedures, the ~~Federation~~ *Union* will be given the opportunity to review the proposed policies and/or procedures and provide input to the College's Human Resource *Executive* Director.
- 14.6 Employees who participate in substance abuse programs while continuing employment with the College shall be subject to return to work agreements and periodic substance abuse testing as a condition of continued employment.

TA TAM 01-10-2018
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CNM's 13th Counter Proposal
Full-time Faculty Negotiations
(15th Proposal Overall)
01-10-18 4:30 pm

ARTICLE 18: MAINTAINING MINIMUM QUALIFICATIONS

- 18.1 The parties recognize there are certain licenses and/or certifications required for faculty to be qualified to perform the duties of their job description. The employee shall be responsible for the maintenance of these qualifications. If the employee is required to return to college, trade school, or the private sector in order to maintain one or more of these qualifications, the College shall evaluate the feasibility continue to of assisting the employee with the requirement on a case by case basis.
- 18.2 An employee who fails to maintain a required license and/or certification for the employee's position may be removed from the employee's position and may be terminated. Said removal or termination is only grievable in the event there is a factual dispute as to whether a license/certification was actually required or lost.
- 18.3 It is recognized that a faculty member may use College facilities as part of a professional development plan that is approved by the Dean.

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CNM's 10th Counter Proposal
Full-time Faculty Negotiations
(11th Proposal Overall)
01-10-18 2:00 pm

ARTICLE 19: JOB DESCRIPTIONS

- 19.1 The parties agree that job descriptions are intended to provide a general description of the duties to be performed by the incumbent, not an all-inclusive list of duties. Employees are responsible for performing the work assigned to them whether or not it is specifically identified in their job description.
- 19.2 During the life of this Agreement the ^{College} Employer may modify job descriptions on an as needed basis. *If a job description is modified, the employee will be provided a copy.* The Union, ^{TAM} upon request, ^{JAL} may ~~acquire~~ *will be provided* copies of the modified job descriptions from the Human Resources Department. In the event faculty members or the Union have concerns regarding modified job descriptions or additional work assignments, those concerns may be raised in the Faculty Management Committee.
- 19.3 If the College requires additional certification that becomes a new minimum qualification for current faculty to retain their employment, reasonable accommodations will be provided to the faculty member which will include fees and paid time or course release time for coursework and may include necessary travel expenses.

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01-22-2018
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CNM's 3rd Package Proposal
Full-time Faculty Negotiations
(17th Proposal Overall)
01-22-18 8:00pm

~~ARTICLE 6: SEVERABILITY~~

~~If any provision of this Agreement is determined by final order of a court or administrative agency with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. *If the parties agree, the severed provision may be discussed in the Faculty Management Committee meeting.* All other provisions not affected by the illegal provision shall remain in full force and effect.~~

ARTICLE 15: EQUIPMENT, SUPPLIES, AND OFFICE SPACE

- 15.1 The parties recognize the importance of providing equipment, supplies and office space to employees in order to achieve the instructional objectives of the College. ~~Employee office space is recognized as a problem, which needs to be addressed.~~ Reasonable effort short of the expenditure of additional funds by the College shall be made to address this matter.
- 15.2 ~~The college currently has need for faculty input related to the nine sustainability categories in the CNM Sustainability Plan. The union may submit names of faculty who will make a commitment to serve on sustainability sub-committees where discussion and planning will take place for the future of buildings, general equipment, and classroom equipment.~~
- 15.32 The College will work collaboratively with faculty of relevant disciplines to determine the feasibility of establishing a standard for measuring the instructional readiness of CNM labs, classrooms, and office space.

ARTICLE 16: VACANCIES AND PROMOTIONS

- 16.1 Vacancies for full time faculty bargaining unit positions shall be posted on the college website.
- 16.1.1 Each vacancy will be filled with the most competent applicant. If all other applicant qualifications are equal, the CNM instructor in this bargaining unit with the greatest seniority shall be given preference for the position. The final authority for hiring recommendations rests with the Dean and/or Vice President. Non-selection for a position shall be grievable only if the employee is alleging a violation of Article 8 of this Agreement.

CNM's 14th Counter Proposal
Full-time Faculty Negotiations
(18th Proposal Overall)

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ARTICLE 27: LEAVES

27.1 General Provisions

All leave usage is subject to the approval of the dean or designee. Attendance on days when there is a meeting of the Academic Affairs Division or school meetings is mandatory.

- 27.1.1 For the purposes of this article, "immediate family" shall mean the employee's spouse, child, stepchild, grandchild, parent, stepparent, sister, stepsister, brother, stepbrother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, others who reside in the same household with the employee, including a domestic partner, or a person in loco parentis (i.e., a person who is acting in place of the employee's parent or who is in the care of an employee acting in place of a parent).
- 27.1.2 Time spent by an employee on any approved leave shall be counted for seniority purposes.
- 27.1.3 Chargeable paid leave shall be made in one-half (1/2) hour increments. All employee absences shall be recorded and, where appropriate, debited on a one-to-one basis from accrued leave.
- 27.1.4 Chargeable leave shall not be made for time involved in a College closing or abbreviated schedules.
- 27.1.5 Once an employee is on an approved leave, the leave may be converted to another type of leave if the conversion request is approved by the President or the President's designee.
- 27.1.6 Unless otherwise stated in this Agreement, all benefits earned by an employee on an accrual or credited basis shall be restored to an employee following the return of the employee from leave without pay. An employee shall continue to accrue benefits while on a paid leave of absence, but the employee shall not accrue benefits while on an unpaid leave of absence.
- 27.1.7 An employee shall continue to be eligible for all employee insurance programs while on a leave of absence. While an employee is on a paid leave of absence, the College shall continue to assume its share of premium costs.
- 27.1.8 Unless otherwise stated in this Agreement, an employee shall submit leave requests for approval to the employee's dean or dean's designee. All leave requests shall be subject to

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approval by the employee's dean or dean's designee based on reasonable criteria. The employees recognize the importance of requesting leave as far in advance as possible to allow for reasonable accommodation by the dean or dean's designee of the leave request. The dean or dean's designee shall apply reasonable, articulable criteria.

- 27.1.9 Unless otherwise stated in this Agreement, an employee on any leave of absence with a duration of one term or less shall be returned at the conclusion of the leave to the same job title to which the employee was assigned immediately prior to the commencement of the leave. An employee returning from a leave of absence with duration in excess of one (1) term shall be returned to the same or equivalent job title, which the employee is qualified to teach. The job title to which the employee is returned may or may not contain the same class schedule, which was assigned to the employee prior to the leave.
- 27.2 Bereavement Leave: A maximum of three (3) days leave with pay shall be granted an employee in the event of a death in the employee's immediate family. If additional leave is required, the employee may use other available paid leave as appropriate. Bereavement leave is not cumulative and shall not be deducted from accumulated paid leave. *The supervisor may require verifiable proof of death, and proof that the decedent is an immediate family member.*
- 27.3 Sick Leave
- 27.3.1 Sick leave with pay may be used by an employee for personal illness in the immediate family subject to the limits set forth herein, injury or quarantines.
- 27.3.2 An employee shall accrue three (3) hours of paid sick leave per pay period to a maximum of 1362 hours or 227 days.
- 27.3.3 A maximum of three (3) days of sick leave in succession may be used by an employee for illness of an employee's immediate family member. For illness extending beyond three (3) days in succession, see section five (5) of this article.
- 27.3.4 If the absence is due to a work-related injury or illness, the President may advance additional sick leave to the employee in an amount equal to amount the employee would have accrued during the balance of the fiscal year. Requests for this benefit shall be submitted in writing to the President.
- 27.3.5 An employee who is absent because of personal or family illness may be asked by the employee's supervisor to submit a physician's statement attesting to the illness.
- 27.3.6 Appointments for treatment by a physician or dentist are legitimate reasons for the use of sick leave. Prior arrangements for the appointments shall be made by the employee with the employee's supervisor and adequate documentation may be required.
- 27.3.7 Abuse of sick leave is sufficient reason for termination of employment or other

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disciplinary action.

27.4 Medical Leave

- 27.4.1 When an employee is unable to perform essential job functions because of a serious health condition, the employee shall be entitled to medical leave without pay under the Family and Medical Leave Act for a period not to exceed 12 weeks during any 12-month period.
- 27.4.2 A medical certification attesting to the employee's health condition shall be required.
- 27.4.3 An employee on Medical Leave shall report to the employee's dean or dean's designee every 30-calendar days.
- 27.4.4 If the employee participates in College insurance plans, the College will pay the employer's share of insurance premiums for up to 12 weeks.
- 27.4.5 The employee shall have all rights provided under the Family and Medical Leave Act.
- 27.4.6 An employee shall be eligible for a total leave of 12 weeks during any 12 month period subject to the conditions set forth in section 4.1 above and the conditions set forth in section 5.1 below. An employee shall not be allowed to exceed the 12-week total by combining the two leaves.

27.5 Family Leave

- 27.5.1 An employee shall be eligible, under the Family and Medical Leave Act, to up to 12 weeks of unpaid leave during any 12 month period upon the birth and care of the employee's child, placement of an adopted or foster child with an employee or care of an employee's spouse, child or parent in case of a serious health condition.
- 27.5.2 An employee may substitute appropriate accrued leaves for any part of the 12-week period. Sick leave may be substituted only if the family leave is being used for care of the employee's spouse, child or parent in case of a serious health condition.
- 27.5.3 The 12-month period referenced in 5.1 above shall commence on the date the Family Leave commences.
- 27.5.4 An employee shall be entitled to all rights set forth in the Family and Medical Leave Act.
- 27.5.5 If an employee participates in College insurance plans, the College shall pay the employer share of the insurance premiums for up to 12 weeks.
- 27.5.6 Where two (2) spouses are College employees, they shall be allowed a total of 12 weeks of Family Leave between them during any 12 month period for the birth or adoption of a child, the placement of a foster child or to care for an ill parent. If the leave is requested

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for either spouse's own serious health condition or the serious health condition of the couple's child, each spouse shall be entitled to separate Family Leave.

27.6 Personal Leave

27.6.1 Each employee shall be granted five (5) days, or 30 hours, of personal leave with pay for each academic year. Personal leave shall accrue at the rate of .1923 days per pay period and shall be deducted on an hour for hour basis when utilized.

27.6.2 Personal leave may be taken, with proper approval, whether or not it has been accrued to the maximum amount for which an employee will become eligible during a given academic year. However, if the employee terminates employment before having accrued as much leave as has been taken, the employee shall be obligated to reimburse the College for unaccrued leave taken or the College may withhold from the employee's earnings an amount sufficient to liquidate the debt.

27.6.3 Except in the case of an emergency, personal leave requires advance approval by the dean or dean's designee.

27.6.4 Not more than five (5) days of personal leave may be taken in succession.

27.6.5 Not more than ~~four (4) days (twenty four (24) hours)~~ **five (5) days (thirty (30) hours)** of personal leave granted but not taken during an academic year may be carried forward to the following academic year. For additional personal leave granted but not taken, the employee ~~has the option of converting the excess leave to sick leave at 100 percent or receiving~~ payment at a conversion rate of one (1) day's pay for four (4) days of leave.

27.6.6 Use of personal leave is discouraged during **staff development days and is prohibited during** the first five (5) or last five (5) instructional days of a term **unless there is an exception granted by the dean or the dean's designee.**

27.7 Professional Leave: Within budgetary constraints, professional leave with pay shall be encouraged, supported and granted by the College for the professional enhancement of faculty. Employees and the dean in each department shall attempt to collegially determine the activities recommended to the vice-president. If the employees and the dean cannot reach agreement on the recommended activities, the dean shall make the final recommendations.

27.8 Professional Development/Career Advancement Leave

27.8.1 The parties recognize professional development/career advancement leave as an important method for updating employees who have been away from industry for a prolonged period of time. The parties further recognize the importance of establishing procedures for encouraging employees to return to industry from time to time. For the purposes of this leave, "industry" shall mean a private business or industrial organization, a government or public agency or an academic setting regularly employing five (5) or more persons.

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- 27.8.2 Professional development/career advancement leave may be made available to employees each academic year. This leave shall not exceed one (1) academic year in length.
 - 27.8.3 While on professional development/career advancement leave, an employee shall be paid up to one-half (1/2) of the employee's daily rate of pay for which the employee would have been qualified as an employee. The pay shall be subject to the following conditions:
 - 27.8.3.1 The employee must be employed in a position commensurate with and appropriate to the duties assigned to the employee at the College.
 - 27.8.3.2 The pay from the industrial employment shall not equal the employee's College daily rate of pay, and the employee is not paid below the prevailing rate of pay for the employment.
 - 27.8.3.3 The leave and employment is full-time.
 - 27.8.4 Only an employee who has completed at least three (3) continuous years of service with the College will be considered for professional development/career advancement leave.
 - 27.8.5 As a condition for approval of this leave, the employee shall agree to return to College employment for at least two (2) terms for each term on leave or repay to the College the salary received from the College during their period of leave.
 - 27.8.6 The College shall continue to pay its share of premiums for insurance plans in which the employee is enrolled when the leave is approved. If the employee does not satisfy the conditions set forth in 26.8.5 above, the employee shall be liable for all premium payments made by the College on behalf of the employee while the employee was on the leave.
 - 27.8.7 An employee on this leave shall continue to accrue paid leave in the same manner as the employee accrued the paid leave while the employee was working full-time at the College however it shall be prorated based upon the amount of salary paid by the College.
 - 27.8.8 Upon return from the leave the employee will be placed in a position with the same job title that the employee held prior to the leave being taken.
- 27.9 Court Leave
- 27.9.1 An employee shall be granted leave with pay for service or appearance at a legal proceeding including jury duty or a response to a subpoena or other legal proceeding which requires the employee's absence from duty for other than personal matters. The employee shall make arrangements with the College for the endorsement by the employee to the College of any per diem check received from the court. Amounts received for mileage and expenses may be retained by the employee.

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- 27.9.2 An employee who needs to appear at a legal proceeding to assert or protect the employee's own interests may be eligible to use accrued paid personal leave for these purposes. If the employee does not have accrued paid personal leave, the employee may be eligible to use leave without pay.
- 27.9.3 This leave may not be used by an employee pursuing a claim or called to testify against the College.
- 27.10 Military Leave. An employee shall be granted up to 15 days of paid military leave per year if the employee is required to report for service with any branch of the United States Armed Forces, including the National Guard or Reserves. If the military pay is less than an employee's salary during the leave period, the College will pay the difference.
- 27.11 Leave Without Pay
 - 27.11.1 An employee may be granted an unpaid leave of absence outside the Family Medical and Leave Act when such leave is determined to be in the best interests of the College. Leave for the purpose of taking employment with another employer is not in the best interest of the College, however extended unpaid leave on a per term basis for the ~~Federation~~ *Union* President to work for the ~~Federation~~ *Union* will be allowed with reasonable notice.
 - 27.11.2 Upon return from the leave, the employee may be reassigned to an equivalent job title within the bargaining unit. No guarantee is made that the employee will have the same or substantially similar duties or schedule upon his/her return.
 - 27.11.3 The leave shall not exceed one (1) year.
 - 27.11.4 An employee with less than three (3) years of service with the College who takes this leave may continue enrollment in College insurance plans provided the employee pays 100% of the insurance premiums during the time spent on the leave.
 - 27.11.5 An employee with three (3) years or more service with the College who takes his leave may continue enrollment in the College's insurance plans by paying in advance the employee's share of the insurance premium for the first 105 calendar days of the leave. For a leave extending beyond 105 calendar days, the employee on leave shall pay 100% of the premium costs in order to remain enrolled with the College's insurance plans.
- 27.12 Substitute Procedures
 - 27.12.1 An employee who plans to be absent shall obtain the appropriate approved leave and make plans for the coverage of missed classes. The practice of "collegial coverage" (i.e., the voluntary coverage by an employee of another employee's class) during an employee's absence may be used if approved by the employee's dean or dean's designee provided the employee acquires approved leave.

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An employee may utilize "flex time" for the rescheduling of office and/or preparation time as a result of an absence provided the scheduling is programmatically sound, the time is rescheduled during the subsequent within a six (6) instructional day period before or after the originally scheduled time, same work week and the request is approved by the employee's dean or dean's designee. Flexitime does not require the use of accrued leave.

27.12.2 When an employee's absence is caused by illness or another emergency, the employee shall notify the department office, the dean or the dean's designee as soon as possible. If the office is closed and the dean or the dean's designee cannot be located, the employee shall contact the control center and leave the required information.

27.13 Absence Without Leave

27.13.1 An employee's failure to notify the College of an absence for three (3) consecutive days shall be regarded as abandonment and a voluntary resignation by the employee except as provided herein.

27.13.2 The requirement set forth in 26.13.1 above shall only be waived when the employee is prevented from providing notification by events beyond the employee's control. As a condition for reinstatement, the employee shall be required to demonstrate that notification was provided as soon as possible.

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6-13-2018 CNMEU's Last Best and Final

Full-Time Negotiations

06-13-18, 6PM

This total settlement package proposal must be accepted in its entirety or CNMEU reserves the right to revert to its previously held proposals on each article.

ARTICLE 1: AGREEMENT

This Agreement is entered into between the Central New Mexico Community College, hereinafter referred to as the College, and the CNM Employees Union, Local 4974 of AFT NM/AFT/AFL-CIO, hereinafter referred to as the Union. It is the general purpose of this Agreement to promote harmonious relations between the Union 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 4: NEGOTIATIONS PROCEDURES (~~Permissive~~)

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- 4.1 Negotiations will be conducted at locations, times and dates that are mutually acceptable to the parties.
- 4.2 Negotiations will be conducted in closed sessions.
- 4.3 Unless otherwise agreed to by the parties the Federation and the College shall each identify a maximum of seven (7) members of their respective negotiations teams prior to the commencement of negotiations.
- 4.4 Recesses, caucuses or study sessions may be called by either side at any time.
- 4.5 All tentative agreements shall be reduced to writing by the parties and initialed by their respective chief negotiators. Tentative agreements shall remain tentative until the entire agreement is agreed to by the parties and ratified in accordance with the procedures identified by each of the parties. Tentative agreements are conditional and may be withdrawn should subsequent discussions change either team's understanding of the language as it relates to another part of the agreement.
- 4.6 Each negotiation team shall be authorized to bargain in good faith and initial tentative agreements. Final agreement on a collective bargaining agreement shall be reached when each side obtains ratification of the proposed agreement from its respective constituencies.
- 4.7 Because negotiations are conducted in closed sessions this provision prohibits the public airing of any issues or the progress in the negotiations. This includes, no press releases regarding progress on negotiations shall be made without the mutual consent of the

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parties. The parties reserve the right to communicate with their constituencies in a manner consistent with preserving the confidential nature of the negotiations. The parties agree that details of proposals may be reviewed with each party's respective executive decision makers and that these details will remain confidential to the larger constituencies. Communications with the larger constituencies shall be limited to general identification of the issues under discussion. In the event of an impasse, the parties will confer regarding press releases until the fact-finder has issued a decision.

- 4.8 Either party may initiate negotiations for a successor agreement by providing the opposite party written notice of its intent to commence negotiations no sooner than **one-hundred and twenty (120) calendar** ~~sixty (60) work days~~ or later than thirty (30) **calendar work** days prior to the expiration of this Agreement. ^{days TAM JAL} TAM JAL

The parties will accelerate the scheduling of negotiations in order to maximize their ability to conclude negotiations by the expiration date of the contract.

- 4.9 Additional negotiations procedures and ground rules may be negotiated by the parties at the commencement of negotiations.
- 4.10 In the event an impasse has been declared and fact-finding has been requested, upon conclusion of the fact-finding hearing, the fact-finder shall recommend only the last best final offer of one the parties as presented at the final mediation session. The fact-finder shall present his/her recommendations and report to the parties. Upon receipt of the fact-finders report and recommendations, the parties will meet within 10 days. ~~If, after ten (10) workdays from the parties' meeting, the parties have not reached an agreement on a complete collective bargaining agreement, the CNM Labor Management Relations Board shall publish the fact-finder's recommendations and report.~~

ARTICLE 5: AGREEMENT CONTROL (~~Permissive 5.3 and 5.4~~) TAM JAL

- 5.1 If any College policy, regulation or directive is in ^{SPECIFIC TAM JAL} specific conflict with any provision of this Agreement, the Agreement shall control.
- 5.2 This Agreement may only be modified or waived through a written agreement between the College and the Union.
- 5.3 The parties (CNM, the Union, and bargaining unit employees) will abide by the conditions of this Agreement and all other CNM policies, rules, regulations, and practices. CNM reserves the right to amend said policies, rules, regulations and practices so long as such amendment does not specifically conflict with any provision of this Agreement. College policies, rules, regulations and practices other than this Agreement are not subject to the grievance procedure contained in this Agreement. Said policies, rules, regulations and practices shall not be interpreted as being an extension of this Agreement. If this Agreement is silent on a particular issue it shall be considered a retained management right and is not subject to the grievance procedure contained in this Agreement. The parties acknowledge that this does not prohibit the Union from raising issues covered by these policies in negotiations for a successor agreement, or in the

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Faculty/Management Committee during the term of this Agreement.

- 5.4 Non-compliance with the provisions of this Agreement shall be considered a violation of College policy.

ARTICLE 6: SEVERABILITY

If any provision of this Agreement is determined by final order of a court or administrative agency with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 PURPOSE

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that arise and are subject to this procedure. To the extent allowed by law, the Union and the employees agree that this grievance procedure shall be the exclusive forum for challenging any alleged violation of any provision of this Agreement. To the extent allowed by the law, the Union and the employees waive any other right they have or may have to challenge any right or benefit set forth in this Agreement in another forum. This is the only grievance or appeal procedure for the employees covered by this Agreement regarding any right or benefit provided by the College.

7.2 DEFINITIONS

7.2.1 A "grievance" shall be defined as an allegation that a violation of any provision of this Agreement has occurred.

7.2.2 A "grievant" shall be any faculty member, group of faculty or the ~~Federation~~ **Union**.

7.2.3 "Days" shall mean Monday through Friday except for holidays, which are observed by the College.

7.3 PROCEDURES

7.3.1 The number of days indicated at each level of this procedure shall be considered maximum and every effort shall be made to expedite the process.

7.3.2 Grievance proceedings shall be kept informal at all levels of this procedure.

7.3.3 If the College fails to comply in writing or with its time limit requirements as set forth under any of the procedure steps, the grievance shall be considered automatically appealed to the next level of the procedure.

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- 7.3.4 If the grievant fails to comply with the grievant's time limit requirements, as set forth under any of the procedure's steps, the grievance shall be considered null and void.
- 7.3.5 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
- 7.3.6 A grievance shall not be considered unless the grievant initiates the grievance no later than ~~ten (10)~~ **fifteen (15)** days after the grievant knew or reasonably should have known of the action, which precipitated the grievance.
- 7.3.7 No reprisal or retaliation shall be taken against any person who participates in this procedure.
- 7.3.8 A grievant may be accompanied and represented by the Union and the charged party may be represented by a person of the party's choice at any hearing or meeting conducted under this procedure.
- 7.3.9 The parties may facilitate any investigation which may be necessary in order to expedite the process and provide information which is relevant to the issues addressed in the grievance. This investigation may include the sharing of relevant documents, facts, records and data in the possession of either party.
- 7.3.10 An employee, acting individually, may presents a grievance without the intervention of the Union provided the grievance has been processed in accordance with this procedure. The grievant CNM shall be responsible for notifying the Union in writing that a grievance is has being filed. At any hearing or meeting related to a grievance brought individually by an employee, the Union shall be ~~notified by the grievant of the hearing in advance~~ and afforded the opportunity to be present and make its views known. Any adjustment made shall be consistent with the provisions of this Agreement.
- 7.3.11 If a grievance affects a group of two or more employees or involves a decision or action by the College, which has a departmental or College-wide impact, the Union may submit the grievance on behalf of the affected employees at Level 2 of this procedure. The parties may submit this grievance at Level 1 if the affected employees have the same supervisor.
- 7.3.12 All documents related to a grievance shall be maintained in a separate grievance file. This provision does not include disciplinary actions and/or documents that are the subject of a grievance.
- 7.3.13 Unless otherwise agreed to by the parties, grievances shall be processed at times other than during scheduled workload hours.
- 7.3.14 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 Union.

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7.3.15 Grievances shall be filed on forms approved by the parties.

7.3.16 The parties shall maintain confidentiality for all grievance proceedings and for documents required by law to be kept confidential. If a grievant or the Union violates this provision, this action will be a waiver by the grievant and/or Union of any confidentiality right the grievant may have which is related to the grievance.

7.3.17 The parties to a grievance may mutually agree to toll the procedure's time limits in accordance with sub-paragraph 5 herein and attempt to mediate the dispute. If the parties agree to mediate the grievance, the College and the Union shall ask the Federal Mediation and Conciliation Service (FMCS) to assign a mediator. If the FMCS cannot assign a mediator in a timely manner, the parties may jointly choose another mediator. If either party wishes to terminate the mediation process and reinstate the time limits of the grievance procedure, the initiating party will notify the other party in writing of the intent to return the grievance to the procedure.

7.4 LEVEL 1

7.4.1 The grievant and/or the Union shall submit the grievance in writing to the Department Dean during an informal meeting. To be considered, the grievance must be filed in accordance with the ~~ten (10)~~ **fifteen (15)** day time limit contained in 7.3.6 of this Agreement and contain at a minimum the provision(s) of this Agreement alleged to be violated, a description of the facts that led the grievant to believe there has been a violation of the Agreement, the dates and known times of the incident that the grievant believes precipitated the grievance, all known witnesses, and the relief requested. The grievant may be accompanied and represented by the grievant's Union representative in accordance with section 7.3.8 herein. If the grievance does not comply with all the provisions of this grievance procedure it shall be null and void.

7.5 LEVEL 2

7.5.1 If the grievant is not satisfied with the results of Level 1, the grievant or the ~~Federation~~ **Union** may submit the grievance in writing to the Vice-President for Academic Affairs. To be considered, the grievance must be filed within ten (10) days of the response from the dean and contain the provision(s) of the Agreement allegedly violated, a brief description of the facts which led the grievant to believe there has been a violation of the Agreement and the relief requested.

7.5.2 No later than ten (10) days following receipt of the grievant's written grievance, the Vice-President for Academic Affairs shall submit a written response to the grievance. The response shall be submitted to the grievant and the Union.

7.5.3 If the parties agree the Vice-President for Academic Affairs does not have the authority to resolve the grievance, the grievant or the Union may initiate the

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grievance with the Human Resources **Executive** Director at Level 3. The written grievance and time limit requirements set forth under Levels 1 and 2 above shall be followed if this alternative is used.

7.6 LEVEL 3

- 7.6.1 If the grievant is not satisfied with the Vice-President's written disposition, the grievant or the Union may appeal the grievance in writing to the Human Resources **Executive** Director or the Human Resources **Executive** Director's designee no later than ten (10) days after the grievant received the Vice-President's response.
- 7.6.2 No later than ten (10) days following receipt of the grievant's appeal, the Human Resources Director or the Human Resources Director's designee shall schedule in a timely manner 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 cross-examine witnesses brought by the other party. Each party shall assume its own costs including the costs of witnesses. Evidence and documents introduced shall be available for photocopy by the other party at their own expense.
- 7.6.3 No later than ten (10) days following the close of the meeting set forth under section 7.6.2 of this article, the Human Resources Director or the Human Resources Director's designee shall submit a written decision on the grievance to the grievant and the ~~Federation~~ **Union**.

7.7 ARBITRATION

- 7.7.1 If the grievant and Union are not satisfied with the Level 3 disposition, the grievant may appeal the grievance to arbitration no later than ten (10) days following receipt of the Level 3 disposition by the grievant. ***Once the ten (10) days have expired, if no arbitration request has been submitted as provided for herein, the grievance shall be considered null and void and the College shall have no obligation to schedule grievance meetings and arbitration.***
- 7.7.2 The grievance will be appealed to arbitration by the submission of a written request by the Union to the Federal Mediation and Conciliation Service (FMCS) for a list of seven arbitrators. A copy of the request shall be sent to the College by the Union ***the same time the request is filed with the FMCS.*** The request shall not include any special requirements for the arbitrator unless mutually agreed upon by the parties. Each party retains the right to request a second list of arbitrators from the FMCS.
- 7.7.3 The parties shall alternatively strike names on the list until there is one name remaining who shall be the arbitrator. A coin flip shall determine which party will strike first.
- 7.7.4 The arbitrator shall conduct the hearing as soon as possible following the selection of the arbitrator.

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- 7.7.5 Issues related to the arbitrability of a grievance shall be decided by the arbitrator. If the College is challenging the arbitrability of the grievance it shall notify the Union and obtain a second list of arbitrators from the FMCS for the limited purpose of determining arbitrability. The parties shall strike names in accordance with the provisions herein. This arbitration on the question of arbitrability must be resolved prior to a hearing on the merits of the grievance; however, this provision shall not prevent striking names for an arbitrator to hear the merits of the grievance. The intent of this provision is to resolve the arbitrability question through the submission of briefs, supported with exhibits and/or affidavits as necessary or as determined by the arbitrator. If the arbitrator concludes that the issue is arbitrable the parties shall schedule the arbitration with the arbitrator selected to hear the merits of the case. If the arbitrator concludes the grievance is not arbitrable the grievance on the merits is dismissed and the issue is null and void.
- 7.7.6 The arbitrator's decision shall be submitted to the College and the ~~Federation~~ no later than thirty (30) days after the conclusion of the hearing.
- 7.7.7 The arbitrator's decision shall be in writing and shall include the arbitrator's decision, rationale and, if appropriate, the relief. The arbitrator shall not have the authority to expand, or add to, the rights employees, or the ~~Federation~~ *Union, or the College* have under the terms of this Agreement.
- 7.7.8 The arbitrator's decision shall be final and binding on the parties subject to appeal in accordance with the Uniform Arbitration Act (Chapt. 44, NM Stat. Ann. 1978).
- 7.7.9 The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

ARTICLE 8: NON-DISCRIMINATION (~~Permissive~~)

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The parties to this Agreement (the Federation and the College) agree that neither the Federation nor the College's respective policies or activities will discriminate against any employee based upon race, age, gender, color, national origin, religion, ancestry, marital status, sexual orientation, Federation or non-Federation affiliation, United States military veterans status or disability. ~~To the extent allowed by law, the only forum for addressing issues covered by this Article is the grievance procedure contained in this Agreement.~~

ARTICLE 10: EMPLOYEE RIGHTS (~~Permissive 10.6, 10.13~~)

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- 10.1 The College reserves the right to investigate allegations of employee misconduct and poor performance.
- 10.2 An employee may be placed on administrative leave during an investigation involving the employee. Administrative leave shall be leave with pay. The College considers it

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unethical, and it is a violation of this contract for faculty involved in disciplinary actions to involve his or her students in these disputes, unless those students are integral in the dispute.

- 10.3 During an employee investigation, no documentation related to the matter will be placed in the employee's official personnel file. The employee will be provided the opportunity to respond to charges and a brief summary of the evidence supporting the charges prior to the imposition of disciplinary action.
- 10.4 An employee shall be reprimanded or suspended without pay only for just cause. A grievance filed by an employee who has not completed seven (7) terms of employment with the College as a full-time ~~instructor~~ **faculty member**, which alleges a violation of this provision, may be processed through Level 3 of the grievance procedure herein, but shall not be subject to the arbitration procedure contained in Article 7.7 herein. The College's action at Level 3 shall be final and binding on all parties.
- 10.5 During an employee's initial seven (7) terms of employment with the College as a full-time ~~instructor~~ **faculty**, the employee may be terminated at the will of the College. The College's action shall be final and binding on all parties and shall not be subject to the grievance procedure.
- 10.6 Following completion of seven (7) terms of employment with the College as a full-time instructor, an employee may be reprimanded, placed on probation, suspended without pay, or terminated only for just cause. The College's action shall be subject to the Agreement's grievance procedure. *The grievance procedure shall be the exclusive remedy of an employee and the Federation Union to challenge the College's action.* The College shall provide the employee with written notice of termination as soon as possible but no later than ten (10) days prior to the effective date of termination. The notice shall include the reason(s) for the termination.
- 10.7 For the purposes of this Article, the following definitions shall apply:
- 10.7.1 "Termination" shall mean any adverse employment action by the College which results in an involuntary severance of an employee's employment status with the College.
- 10.8 An employee may be accompanied by a Union representative at a grievance procedure meeting as provided under this Agreement's grievance procedure, a meeting at which **discipline is considered** or the employee will receive formal charges against the employee, a meeting which results in the issuance of a written reprimand against the employee, or a meeting initiated by the employee and the supervisor agrees with the employee's request for representation. An employee, supervisor, Union representative, or Human Resource representative may tape record any grievance meeting but must first reveal that the meeting is being recorded.
- 10.9 Time spent on full leave without pay or a full summer workload reduction (including reductions based upon offsets worked) shall not count as time worked for the purposes of complying with the seven (7) term requirement contained in this Article.

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10.10 COPYRIGHTS

- 10.10.1 The College regards copyrightable material such as but not limited to a book, manual, musical or dramatic composition, architectural design, painting, sculpture or other comparable work developed by an employee as the property of the employee (author) unless:

The material is prepared under a grant or contract with specified ownership; or the material is prepared as a specific part of the employee's College assignment. An employee's general desire to produce occupational or scholarly works is not such a specific College assignment.

- 10.10.2 The College will claim copyright ownership in the name of the Governing Board of the College in those cases where:

~~A~~ College employee creates a copyrightable work in the course of discharging an College assignment; or

The College specially orders or commissions a "work for hire", or College ownership is specified by terms of a gift, grant or contract with an outside party or sponsored program, or other agreement.

- 10.10.3 In any case where an employee in the development of a copyrightable work intended for commercial dissemination has made extensive use of College resources, such as computer time, staff personnel, supplies, equipment or facilities, but not including the use of library facilities or office space, his/her supervisor or department dean may require the employee to reimburse the College for any portion of such use.

When a commercial enterprise is undertaken, the employee should consult his/her supervisor or department dean in advance to determine whether and to what extent reimbursement is appropriate. Reimbursement may be made by assignment of a portion of the royalties produced by the commercial venture, lump sum payment or any other mutually agreeable arrangement.

- 10.10.4 Any dispute as to the issue or extensive use of copyrighted material, or as to the amount or method of reimbursement for use of College resources in preparing copyrighted material, may be appealed from the supervisor to the department dean or from the department dean to the vice president for instruction.

- 10.10.5 The vice president for Academic Affairs is responsible for the interpretation and implementation of the copyright policy for the College. Decisions of the vice president may be appealed to the president.

- 10.10.6 During the term of this Agreement the Union may submit information for review by the Faculty Management Committee copyright policies involving lecture materials, on- line teaching resources, and similar intellectual property of

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CNM's peer institutions.

10.11 PATENTS -- The College encourages efforts by employees that might result in the creation of intellectual property which may be protectable by patent. The College recognizes that such efforts can be of value both to the College and the employee. Because such efforts often involve a combination of employee/College resources, it is appropriate for the College and the affected employee to have a policy that is mutually beneficial.

10.11.1 The College shall not claim rights to any invention resulting from efforts that are in no way supported by the College, or to which the College's contribution was negligible.

10.11.2 The College shall have the right, title and interest to an invention, including the sole right to file patent applications thereon and the right to waive all or part of such right, where:

the invention was conceived or first actually reduced to practice in the performance of work under an agreement with the College, or under an agreement of the College with any third party;

the invention was directly related to the employee's duties at the College; or

the invention was made with more than a negligible contribution of College funds, facilities, personnel, equipment or technical information.

10.11.3 Each invention shall be submitted to the vice president for Finance and Operations for a determination as to ownership rights, according to the following procedure:

The inventor shall report the invention in writing as soon as possible after work on the project commences and preferably within two months after conception or first actual reduction to practice, whichever occurs first. The report shall include a description of the invention, a statement describing the facts and circumstances of the invention process, and a written statement of concurrence from the appropriate dean or director.

The vice president for administration shall make an official determination as to ownership rights within 60 days of receipt of the information in (10.11.3) above.

In the event the employee disagrees with the determination of the vice president for administration, the employee may within 20 working days of the date of the vice president's determination, appeal the determination to the president. The president may in his discretion appoint an ad hoc panel, which will review all relevant acts and circumstances and make recommendations to the president for final determination. The president will issue a determination of the employee's appeal within 60 days of receipt of the appeal.

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- 10.11.4 It is within the sole discretion of the College to file an application for patent on any invention in which it has ownership interest. Likewise, it is within the sole discretion of the College to waive all or part of its right to any invention, including the filing of an application for patent. The terms and conditions of any waiver by the College, of any of its rights to an invention shall be a matter of negotiation between the College and the employee, and shall be determined on a case-by-case basis.
- 10.11.5 If the College determines to file a patent application in the United States or in foreign countries, the inventor shall at all times cooperate as requested by the College to assist in the preparation, filing and prosecution of patent application and the issuance and maintenance of any patents issuing. Costs relating to the patent application shall be borne by the College. ~~Gross Net~~ revenues received by the College – including option fees, license fees, royalties and commissions of any description – resulting from the exploitation of the invention, shall be shared 50% with the employee after deduction of all out-of-pocket costs incurred by the College, in the course of obtaining issuance and maintenance of the patent.
- 10.11.6 To the extent possible the employee and the College shall identify the employee's and the College's property rights prior to the implementation of a program.
- 10.12 An instructor shall be entitled to temporarily remove a student from his/her class when the instructor's safety, the safety of the student or the safety of other students is threatened or when the student disrupts a class. The instructor of record shall be provided the opportunity to be consulted and involved in the final disposition of the student's continued enrollment in the class.
- 10.13 The parties agree that all employees in the designated bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. There shall be no rights implied beyond the ~~specific~~ terms of this Agreement and the ~~Federation Union~~ shall be exclusive representative for the representation of those rights.
- 10.14 The College and the Union recognize that the primary function of instructors currently designated as Department Chair is to support the teaching mission of the institution; thus, nothing in this Agreement shall limit the number of course releases they may receive in a semester or over the course of the year so that they may effectively perform their duties.
- 10.15 ***In order to ensure the continuity of instruction, full-time faculty who resign for non-disciplinary reasons are encouraged to complete their teaching assignments by making the effective date of resignation the end of the term.***

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ARTICLE 24: UNION RIGHTS

- 24.1 The following rights shall be granted exclusively to the Union, and shall not be granted to any other labor organization.
- 24.2 The College shall provide the Union payroll deduction for membership dues for employees who authorize the deductions in the amount designated by the Union. The deductions shall be made provided the deduction request is submitted to the College's payroll office on a form authorized by the Union. The deductions shall be made from employee paychecks for each pay period. The authorizations may be submitted to the payroll office at any time, and the deductions will commence on the following payday. The deductions shall be transmitted to the Union within a reasonable period of time following each pay date at which the deductions were made. Employee authorizations shall be continuous and may be terminated at any time. The Union shall notify the Payroll Office of any change in the deduction amounts at least ten (10) days prior to the effective date of the new amount. The Union agrees to indemnify, defend, and render the College and Governing Board harmless for any action resulting from compliance with this provision.
- 24.3 The amount for membership dues to be deducted from each employee's wages will be certified in writing by the Union. In the event the amount of membership dues changes, the College shall implement such change within a reasonable time period.
- 24.4 The Union shall be permitted to use E-mail at College worksites for the dissemination information. Nothing inflammatory, derogatory, or disruptive to good labor-management relations shall be contained in the email or written documents to be distributed and/or posted or communications with any College student media. Such information will be distributed and/or posted by Union representatives. For email communications to the entire bargaining unit utilizing the CNM email system the Union agrees to provide a copy in advance for approval or disapproval to **CNM's Labor Relations Officer** shall normally be provided to the Union within forty-eight (48) business hours after the Union submits the request. ***Approvals or disapprovals are for a single transmission unless the parties, by mutual agreement decide otherwise, in advance.*** The College shall not unreasonably delay or unreasonably deny the Union's request. Email communication between a Federation representative and an individual or individuals in the bargaining unit shall not be subject to ~~review approval~~ by MCO. ~~College resources shall not be used for any political campaign for an individual candidate or an organization.~~ College resources shall not be used for any union activity including but not limited to political issues or a campaign for an individual candidate or an organization-unless specifically authorized elsewhere in this Agreement **or unless the parties agree to an exception.** In the event the College believes a violation of this Article has occurred it shall be brought to the attention of the Union President and the distribution in question shall be halted.
- 24.5 The Union may use meeting areas in College buildings at no cost to the Union provided advanced scheduling has been made with the College and provided such meetings do not conflict with scheduled events or the College's facilities policy.
- 24.6 The Union may be granted two (2) paid leave days and two (2) unpaid days each year of

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the contract during which Union representatives may conduct Union business. These days shall be scheduled through the Labor Relations Officer in a manner that does not unreasonably disrupt the educational program(s).

- 24.7 The Union shall be provided bulletin board space in each department.
- 24.8 Union officials and/or representatives who are not College employees shall have the right to visit worksites for the purpose of conducting representational business provided they do not interfere with any employee's work schedule and provided they obtain advance approval from the College's Labor Relation's Officer. The request for approval will normally be obtained 48 hours in advance. Notices of shorter duration will not be unreasonably denied.
- 24.9 Upon request, the College shall provide the Union with budget and salary information, which is considered public information.
- 24.10 Upon request, the College shall provide the Union a listing of all **bargaining** unit members arranged according to hire date. ~~The listing shall also include the member's work location.~~
- 24.11 The Union worksite representatives are recognized as Union leaders in their respective worksites if they have been so designated in writing. This recognition carries with it the right of the representatives to carry out their Union responsibilities provided these responsibilities do not interfere with the representative's or the employees' minimum of 30 hours weekly on campus. Within 30 days of the signing of this Agreement, the Union President shall notify in writing the College's Labor Relations Officer of the worksite representatives and changes within 10 days of when they occur. The College shall recognize these representatives as Union leaders at the worksites. Anyone whose name does not appear on the notification to the College's Labor Relations Officer shall not receive any recognition.
- 24.11.1 Worksite representatives may distribute Union materials and conduct Union business provided this activity does not interfere with the representative's workload schedule. Materials distributed shall be in compliance with the provisions identified above in 24.4.
- 24.11.2 The worksite representative shall have the right to bring to the attention of the worksite supervisor all matters pertaining to the rights of Union and other concerns of the employees provided these activities do not interfere with the representative's work schedule.
- 24.12 *The involvement of students in employment disputes is prohibited. This provision shall not prevent a student from serving as a witness in a faculty member's disciplinary process if the student is integral to the process.***
- 24.13 *The President or the President's designee shall determine what tasks teams or committees will be established and the responsibilities of those task teams or committees. When the College and the Union agree that it is appropriate for the***

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Union to be represented in a College task team or committee, the Union shall be represented. Such Union representation shall commence after the College and Union mutually agree upon the number of Union representative(s).

ARTICLE 25: FACULTY-MANAGEMENT COMMITTEE

25.1 A Faculty-Management Committee (FMC) is established. The FMC's purpose shall be the discussion of faculty concerns and issues which relate to professional needs and matters which relate to terms and conditions of employment. The FMC shall be composed of three (3) representatives appointed by the College President and three (3) representatives appointed by the Union President. By mutual agreement the FMC may establish rules and procedures provided they do not conflict with any provision of this Agreement, study issues or establish sub-committees to study issues which will be reported back to the FMC and submit written findings and recommendations to the College and Union negotiating teams.

25.2 The parties agree to discuss applications of this Agreement in the FMC in order to attempt to reach mutually agreeable interpretations.

~~25.3 — The parties agree that the FMC will be convened for the specific purpose of reviewing the workload and on-campus requirements of faculty teaching distance education classes with specific focus on the documentation of faculty student contact outside the structured classroom setting. Additionally, newly developed programs will be discussed with the goal of the parties reaching consensus on a workload that is consistent with the established Workload Appendix.~~

~~25.3 — FMC is considered college service for all parties involved.~~

ARTICLE 26: MANAGEMENT RIGHTS

26.1 Unless limited by specific provisions of this Agreement, the College reserves the right to:

26.1.1 Determine the mission of the College and its division(s) and departments.

26.1.2 Set standards.

26.1.3 Exercise control and discretion over the College's organization and its operations.

26.1.4 Direct employees of the College.

26.1.5 Hire, promote, assign, transfer, and retain employees in positions within the College and suspend, demote, discharge or take disciplinary action against employees of the College.

26.1.6 Maintain the efficiency of the operations entrusted to the administration of the College.

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- 26.1.7 Relieve employees from duties because of lack of work or lack of funding.
- 26.1.8 Determine the methods, means and personnel by which such College operations are to be conducted.
- 26.1.9 Take actions as may be necessary to carry out the mission and functions of the College and maintain uninterrupted service to the students, instructors, and other employees in situations of emergency.
- 26.2 The employer shall retain all other rights not expressly abridged by this Agreement. These rights shall not be subjugated or diminished in anyway by any expressed or implied duty to bargain unless it is specifically contained in this Agreement. This provision shall not be interpreted to prohibit bargaining on these issues in negotiations for a successor Agreement.

ARTICLE 28: INSURANCES

- 28.1 The College shall continue to offer group health, disability, dental, vision and life insurance options to employees.
- 28.2 The College's premium contribution for the group health, disability, dental and vision plans shall continue to be the maximum required by law. The College shall continue to pay 100% of the basic life insurance plan *and long term disability*.
- 28.3 Employees shall continue to be permitted to participate in tax-deferred annuity and cafeteria plans on a voluntary basis in accordance with College procedure.
- 28.4 Employees who participate in voluntary life insurance shall pay 100% of the premium.

ARTICLE 32: WORKLOAD

- 32.1 It is recognized that employees are professional employees who will continue to devote a sufficient amount of time to their duties to ensure that there is excellence in instruction. It is further recognized by the parties that employees devote hours of service to the College and students beyond the minimum set forth herein. Employees who are assigned to a full-time position as defined herein shall render service to the College for a minimum of 30 hours per week or prorated amount for reduced workload. The total minimum of 30 hours per week shall consist of class contact hours, office hours and other duties as defined below. The total minimum of 30 hours will occur on the campuses of the College or other approved sites. Work hours for short courses, summer term and non-traditional instruction shall be scheduled on this basis
- 32.2 Contact hours are defined to mean those teaching hours scheduled with students in a classroom, lab or clinical setting. The required contact hours by discipline/program are specified in the Workload Appendix.

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- 32.3 Office hours are defined as scheduled time spent on campus in increments of at least one-half (1/2) hour during which an employee is available to meet with or communicate with students. An employee whose regular contact hours exceed 20 hours shall be allowed to reduce the employee's office hours by one (1) hour for each additional hour over 20 hours.
- 32.4 Other duty hours are defined as time for additional student consultation as needed, preparation, evaluation of student performance, curriculum development, sponsorship of student groups, College and/or department committee work and service, faculty or departmental meetings, in-service training, professional development, college service, and any other professional duties other than contact hours. ***If approved by the Dean or Dean's designee, independent Study (provided enrollment is less than minimum number required for compensation) will count toward college service.*** The employee and employee's dean will collaborate on the appropriate balance, identification and combination of duties. Class contact hours and other duty hours may include assignment off-campus, which must be in writing and approved in accordance with the provisions herein. Release time, assignments and other duty hours are subject to approval by the appropriate dean.
- 32.5 A full-time faculty member (employee) shall be defined as an employee who is selected into an approved full-time faculty position. When it is in the best interest of an instructional program, the appropriate dean may grant an employee's request to teach less than the regular class contact hour load as listed in the Workload Appendix. Those who fall below the regular class contact hour load during fall and spring terms, and have not been given other assigned duties or release time shall be paid on a pro rata basis. The College will make reasonable efforts to honor employee requests that do not interfere with instructional requirements.
- 32.6 An overload shall be defined as a workload in excess of the Discipline/Program regular workload set forth in the Workload Appendix when the excess is generated by the assignment of an additional course. The employee shall be paid the overload rate for each hour of the course. All overloads shall be in addition and must occur outside the base workload minimum of 30 hours per week. All overloads must be approved by the dean or the dean's designee. **Effective Fall Semester 2018, overload pay will be calculated based on credit hour. The value per credit hour in each category is documented in the appendix. The value per credit hour will vary depending on the method of instruction. Office hours shall still be required, if applicable.** The hourly credit hour overload rate shall be the only rate used to compute compensation for overloads. If, for any reason, the College determines that the employee's subsequent assignments within this academic year are such that the course should not have been considered an overload, the College shall adjust the employee's pay to the appropriate level.

An employee may request a workload in a given term in excess of the Workload Appendix by a full course, in that term in order to reduce the employee's workload in the summer term by a full course. There shall be no reduction in pay so long as the employee's annual workload is equal to the appropriate amount set forth under the Workload Appendix times three (3). Requests must be made by August 1st of each year.

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Such employees shall receive first consideration in offset assignment. It is recognized that the college may limit overload assignments for operational reasons.

- 32.7 An employee who teaches three (3) physical science theory courses per year will be allowed a weekly contact load of 15.
- 32.8 Each employee shall submit to the employee's dean at the beginning of the term a schedule of the employee's activities totaling 30 hours per week for the term. The hours must be scheduled between Monday and Saturday. The schedule will be developed by the employee and the dean in accordance with section one (1) through four (4) of this article. The schedule may be altered by advance mutual agreement between the dean and the employee.
- 32.9 The parties recognize that employee productivity and public accountability require periodic auditing and appropriate management practices which will be implemented during the term of this Agreement. This article will be implemented in accordance with the parties' recognition that the employee's need for reasonable professional autonomy will be balanced against the College's need for reasonable accountability and employee productivity. Violations of this section shall be considered a rules infraction and addressed in accordance with established procedure.
- 32.10 Sick leave and personal leave accruals shall be prorated for those employees whose workload is reduced.
- 32.11 WORKFORCE TRAINING CENTER

A faculty member may have instruction at the Workforce Training Center be considered part of their regular workload under the following conditions:

1. the course work is part of the employee's assigned discipline and department;
 2. the assignment is approved by the dean and the Vice President of Academic Affairs.
- 32.12 *During the 2013-2014 the College provided a market adjustment increase of 1.64% to the base pay of the employees in recognition of ongoing faculty contributions and an additional three (3) days of work per year. The three days shall normally be scheduled as Convocation Day and two (2) Professional Development Days. Convocation Day and the Professional Development days will normally be scheduled immediately prior to the beginning of a term with Convocation and one (1) Professional Development day normally preceding fall semester and the other Professional Development day normally preceding spring semester.*

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ARTICLE 33: COMPENSATION

33.1 Each regular full-time employee will receive \$1000 recurring increase to the employee's base pay and an additional one percent (1%) recurring increase to the employee's new base pay effective the first day of the pay period after the parties reach a total final settlement. Each regular full-time employee will also receive an additional two percent (2%) recurring effective the beginning of the 2018 Fall semester.

33.1.1 If the Governing Board does not approve an annual increase for non-represented employees in the 2020 fiscal year budget, the College shall increase faculty base pay by at least one percent (1%) effective with the beginning of the 2019 Fall Semester, in which case there will be no wage re-opener.

33.1.2 If the Governing Board does approve an annual increase for non-represented employees in the 2020 fiscal year budget, the College shall increase faculty base pay by at least one percent (1%) more than awarded to non-represented employees, effective with the beginning of the 2019 Fall Semester; in which case there will be no wage re-opener.

33.1.3 If the College does not provide the one percent (1%) increase as stated in either 33.1.1 or 33.1.2 above, the Union may reopen negotiations in the month of May 2019, on the limited issue of the base pay and two other non-economic items, and the College may put forth a proposal for one non-economic item.

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

~~Pay increases and decreases for the 2013-2014 fiscal year shall be decided by the Governing Board. In addition to the pay increase granted in this section, the College shall provide a market adjustment increase of 1.64% to the base pay of the employees in recognition of ongoing faculty contributions and an additional three (3) days of work per year. The three days shall normally be scheduled as Convocation Day and two (2) Professional Development Days. The scheduling and content of Convocation Day and Professional Development Days are appropriate topics for discussion at the Faculty Management Committee meetings. Convocation Day and the Professional Development~~

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~~days will normally be scheduled immediately prior to the beginning of a term with Convocation and one (1) Professional Development day normally preceding fall semester and the other Professional Development day normally preceding spring semester. If, as part of negotiations for a successor agreement, either party decides that the continued inclusion of the three additional days and the value associated with those days needs to be renegotiated, the topic will be considered a legitimate subject of bargaining.~~

See the MOU's (attached at the appendix) between CNM and CNMEU that were signed on June 30, 2014, and October 18, 2016, for additional increases to compensation.

The participation agreement extra compensation rate shall ~~continue to be \$32~~ **increase to \$34** per hour.

33.2 Philosophical Agreement of the Parties

33.2.1 The parties agree that by accepting this Agreement, the issue of CNM being a three term versus a two term institution is now resolved. This language in no way prohibits the ~~Federation~~ **Union** from advocating or proposing pay increases for employees in negotiations for successor agreements.

33.3 In order to maximize the opportunity for instructors to reduce their summer workload, the following conditions shall apply.

33.3.1 Rather than continue the current method of docking an instructor's pay on a prorated amount for each course the instructor is allowed to not teach during the summer term, the instructor's rate of pay will be reduced by a fixed replacement cost amount for each hour reduced that is part of a full course. Workloads can only be reduced by a full course under this provision except hourly reduction is available in Health Occupations. The total amount of course reduction using this method cannot exceed the complete full-time summer term workload.

33.3.2 The replacement cost per contact hour is based on the attached summer term replacement cost schedule.

33.3.3 For an instructor to be eligible for a full reduction for the summer term the instructor must make a request in writing to their dean by August 1st in a given year of the year preceding the summer in which they wish to reduce their workload. Reduction of less than a-full summer term should be requested as soon as known to the instructor and may be approved at the discretion of the dean. For an instructor to be eligible for the summer reduction rate he/she must carry a full workload in accordance with the workload appendix for the fall and spring terms immediately preceding the summer of the requested reduction.

33.3.4 The dean shall make reasonable efforts to accommodate the request of the instructor for a reduced summer workload received by August 1st, in a given year and shall not deny such request without a verifiable operational reason for doing so, such as, but not limited to, no suitable part-time replacement instructor. Once an individual has committed to a summer workload reduction in a given academic year, subsequent requests during that academic year for additional summer

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course(s) will be granted at the discretion of the dean.

- 33.3.5 When courses cannot be filled with suitable part-time instructors to the satisfaction of the dean, such courses shall be offered to suitable full-time instructors on a voluntary basis. The dean shall assign courses from the available volunteers. When there is an insufficient number of full-time volunteers, or the dean determines that the volunteers are not suitable to teach the course, the course shall be assigned by the dean to the full-time instructor the dean believes most suitable to teach the course. The dean's judgment on suitability is final and not subject to challenge except in the case of a verifiable operational reason when the employee has submitted a request for summer course reduction by the deadline in # 33.4.3 above.
- 33.3.6 Sick and personal leave accruals shall be reduced on a prorated basis according to time worked when an instructor reduces his/her workload. No leave is earned for working an overload but earned leave can be used while working overloads.
- 33.3.7 When an instructor does not work some or all of the summer term, CNM will continue to pay the employer's portion of the insurance premium.
- 33.3.8 With dean approval an employee who receives a grant may choose to be compensated for the grant by course release or overload pay at the current extra compensation participation agreement rate.
- 33.4 There shall be no other pay increases or decreases during the term of this Agreement other than those contained herein. In the event of shared course work, team teaching arrangements and other non-traditional assignments, pay rates are subject to the approval of the Vice President of ~~Instruction~~ **Academic Affairs** and the Human Resources **Executive** Director.
- 33.5 TWO TERM FACULTY
- A. Full-time three term faculty may apply to permanently change their status to that of a two term faculty member. The College and the departments will make reasonable attempts to comply with such requests. In the event a faculty member applies and is selected into a two term position, the following conditions shall apply.
- 1 The faculty member's two term rate of pay will be calculated as a three term employee who is taking the summer reduction option offered in accordance with the provisions of ~~33.3~~ **33.4** and this amount will become his/her new base rate of pay.
 - 2 The faculty member's leave accrual will be prorated on a two term basis. No leave is earned for working an overload; however, earned leave from previous terms can be used for overloads.

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- 3 The faculty member shall be eligible to work in the summer term and, if selected to do so, will be paid the overload rate.
- B. When full-time faculty vacancies are advertised and filled, the College shall make a determination as to whether the needs of the College are best filled by a two or three term faculty and will fill the position accordingly.

ARTICLE 34: FACULTY SCHEDULING AND CLASS ASSIGNMENT

- 34.1 The parties acknowledge the desirability of collaboration in developing the individual faculty member's course schedules and assignment of classes. Each department shall develop a process that allows faculty members to request specific courses and schedules prior to the development of the final schedule. At the sole discretion of the Dean, seniority may be used as a method for determining which faculty member receives a particular course when two or more faculty members have requested that course, during the initial development of the schedule.
- 34.2 The parties recognize the desirability of limiting the duration of an employee's work schedule to a maximum of eight (8) hours per day consistent with the programmatic needs of the College. This provision shall not be interpreted to deny an employee's request for overload or to work longer hours when requested by the employee.
- 34.3 The parties agree that course schedules that are spread out more than five consecutive days, meet on Saturday and Sunday, and have ending times beyond 9:30 pm are normally considered undesirable by full-time faculty. To the extent reasonable, these courses should be scheduled through voluntary assignments.
- 34.4 In the event a faculty member's schedule is changed, the faculty member will be advised of the change in a timely manner via phone or e-mail.

ARTICLE 35: INVOLUNTARY WORKLOAD REDUCTION

In a given term employee may have their regular workload reduced in the event the College determines classes do not have sufficient enrollment and alternative courses or assignments are not available. In the event the reduction results from the College's determination that a class or classes have insufficient enrollment, the affected employees will receive prompt notice. The provisions of the Reduction in Force Article of this Agreement do not apply to this situation.

An employee may be assigned an alternative course or an alternative department assignment in order to avoid the need for an involuntary regular workload reduction. If there are no unassigned courses available, the following process will be utilized:

- 35.1 If fully qualified, an employee shall be assigned a course that has been assigned to a part time instructor, if available, in the same academic discipline within the employee's

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department. If fully qualified, an employee may be assigned to a course that has been assigned to a part time instructor in another academic discipline, if available, within the department.

- 35.2 In the event a course(s) is not available, the employee and the Dean shall meet to determine the feasibility of an alternative assignment such as, but not limited to, textbook review, curriculum review and development, program assessment, or research. If the Dean and the employee agree upon alternative duties, those duties shall be assigned to the employee.
- 35.3 The affected employee may be assigned courses in another department for which the employee is fully qualified if such courses are available.

An employee on involuntary workload reduction during the summer term and for whom an alternative assignment has not been made, shall have their pay calculated as if they had requested and been approved for a reduced summer workload. An employee on involuntary workload reduction during the fall and spring terms and for whom alternative assignments have not been made, shall be paid on a pro rata basis.

The provisions of this Article shall also be applicable to program offerings that change from three (3) to two (2) terms. However, prior to the department officially re-designating a three term program to a two term program that would affect the annual faculty regular workload, the department shall discuss the proposal with the affected employees who shall have the opportunity to provide recommendations

Employees on involuntary workload reduction may continue in that status for an indefinite period, but shall be assigned a full workload prior to the recall of a laid off employee within the same academic discipline and department, who is judged to have relatively equal skill and performance.

ARTICLE 36: COMPLETE AGREEMENT (~~Permissive~~)

TAM
JAL

The parties agree this Agreement 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. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This Agreement replaces any and all previous Agreements between the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the ~~Federation~~ **Union**, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not

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have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

~~Prior to making significant changes in terms and conditions of employment not covered by this Agreement, the College will make a good faith effort to identify issues that warrant prior discussion with the Union and will bring those issues to the Faculty Management Committee for discussion and input, as provided in Article 25 of this Agreement.~~

Prior to changing any employee wages, hours or other terms or conditions of employment, the College shall notify the Union of its intentions. No later than five (5) days after being notified by the College of its intentions, the Union may request to meet and confer with the College regarding the change. The College meet with the Union to discuss the Union's concerns and/or recommendations. This commitment to meet shall not be interpreted in a manner that prevents the College from taking action after meeting with the Union.

ARTICLE 38: DURATION

~~This Agreement shall become effective upon the signature of the parties and shall remain in full force and effect until midnight August 31, 2015 August 31, 2020. Effective with the beginning of the fall semester of 2015 only, the College shall provide a pay increase to faculty of 1% or greater to base pay than the general increase approved in the Governing Board Compensation Resolution for employees not covered by a collective bargaining agreement. If the College fails to provide this 1% the union may reopen the negotiations in the month of September on the limited issue of base pay and one (1) other issue. See the MOU's (attached at the appendix) between CNM and CNMEU that were signed on June 30, 2014, and October 18, 2016, that extended the expiration of the contract to August 31, 2016, and from there to October 15, 2017.~~

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**Full Time Faculty Workload Appendix
 See Separate Attachment**

**Appendix A
 Summer Replacement Cost Schedule**

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

Appendix ##

Course Overload Pay by Credit Hour by Instructional Methodology

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

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FACULTY GRIEVANCE FORM

Date _____

To: _____

Contract Provisions Alleged To Have Been Violated:

Nature of the Grievance

Relief Sought:

Grievant (please print)

Grievant's Signature

Copies:
Vice-President for Academic Affairs
Human Resources
CNM Employees Union

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**Signed Signature Page
See Separate Attachment**

WITNESS

IN WITNESS WHEREOF, the parties hereto affix the signatures of their respective officers and representatives.

CNM

CNM Employees Union Local 4974
AFT-NM/AFT/AFL-CIO
Full Time Faculty

President

Date

CNMEU President

Date

COLLEGE Negotiating Team

UNION Negotiating Team

Chief Negotiator

Date

Chief Negotiator

Date