

**AGREEMENT BETWEEN  
COMMUNITY COLLEGE AND  
THE CNM EMPLOYEES UNION**

**CNM PART-TIME FACULTY**

**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, hereinafter referred to as the Union. It is the general purpose of this Agreement to promote harmonious relations between the Union and the College as well as 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. Pursuant to such purpose, seeking remedies to issues covered by the Agreement through means other than as indicated in this Agreement is prohibited. This provision of the agreement does not prohibit or limit any right a union-represented employee may have to pursue alternative legal remedies under applicable State or Federal laws.

**ARTICLE 2: DEFINITIONS**

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

- 2.1 AGREEMENT – This contract between the Governing Board and the Union.
- 2.2 BARGAINING UNIT – In accordance with the Public Employee Bargaining Act, the part-time faculty bargaining unit was established prior to July 1, 1999 and shall continue to be recognized as an appropriate bargaining unit for the purpose of the Public Employee Bargaining Act.
- 2.3 COLLEGE – shall mean the Central New Mexico Community College or CNM.
- 2.4 UNION – shall mean the CNM Employees Union, CNM Part-Time Faculty.
- 2.5 PART-TIME FACULTY MEMBER – shall mean an employee who is hired as a part-time faculty. A part-time faculty member can become a full-time faculty member only if he/she applies and is officially selected into a full-time position.
- 2.6 DAYS – shall mean Monday through Friday except for holidays which are observed by the College.
- 2.7 POLICY – the Board’s Collective Bargaining Policy (Governing Board Resolution 2007-69).

- 2.8 WORKSITE REPRESENTATIVE – a Union member who is designated by the Union to represent the Union.
- 2.9 PRESIDENT – the chief executive officer of CNM.
- 2.10 MANAGEMENT - means an employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, implementing, administering or effectuating management procedures or board policies. An employee shall not be deemed a management employee solely because the employee participates in cooperative decision-making programs on an occasional basis. Management employees are not part of the part-time bargaining unit.

**ARTICLE 3: RECOGNITION**

- 3.1 In accordance with the CNM Collective Bargaining Resolution, the College hereby recognizes the CNM Employees Union as the exclusive representative of all employees covered by this Agreement. The employees covered by this Agreement are all part-time faculty except as indicated by this Agreement. This does not include supervisory, management or confidential employees even if said employee is teaching on a part-time basis.
- 3.2 Unless authorization is obtained from the Vice President of Academic Affairs part-time faculty bargaining unit members shall not be covered by the terms of this Agreement when teaching/training for Ingenuity Inc., the Workforce Training Center, or when the employee is instructing in a seminar.

**ARTICLE 4: VACANCIES**

- 4.1 Vacancies for employee positions in the part-time faculty bargaining unit shall be posted on the Human Resources website for at least ten (10) days prior to the final date for the submission of position applications and/or letters of intent unless an operational need dictates otherwise.
  - 4.1.1 Each vacancy posting shall contain at least the name of the position, the major responsibilities of the position, the school, the academic discipline, and applicant qualifications needed for the position. Applicant qualifications will include minimum requirements and preferences.
  - 4.1.2 Each vacancy will be filled with the applicant the College determines to be most competent. The College recognizes the positive contribution that faculty members make to the interview and selection process for faculty positions. During the term of this Agreement, the Departments will continue to use faculty, which may include part-time faculty, to assist with the interview and selection process as they determine it to be in the best interests of the College. First consideration will be given to current

employees when qualifications and experience are equal in the judgment of the hiring committee who make the recommendation. Consideration will be given to internal applicants' work records. The final authority for all hiring decisions rests with the dean or the dean's designee.

- 4.2 Part-time faculty members can become a full-time faculty member only if they apply and are officially selected into a full-time position. Selection into a full time faculty position is the exclusive determination of the College and shall not be subject to grievance or review.
  - 4.2.1 Part-time faculty who apply but are not chosen for a full-time position may request a meeting with the Dean, or Dean's designee, in order to discuss how to better prepare for consideration for a full-time position.
- 4.3 The College retains the right to reassign qualified employees based upon the needs of the College. This includes but is not limited to reassignment to different campuses as deemed necessary by the College.

#### **ARTICLE 5: FACULTY EVALUATIONS**

- 5.1 A purpose of evaluation is to enhance the quality of instruction and provide faculty with feedback.
- 5.2 After a part-time faculty member has attained veteran status it shall be the goal of the College to provide the part-time faculty member with a performance evaluation on a College approved format. The evaluation may include student evaluation, management/supervisor observations and/or peer observations.
- 5.3 Student feedback shall not be used as a basis for a negative evaluation of a part-time faculty member's overall performance unless management substantiates the data. This language shall not be interpreted to prevent the inclusion of such feedback in the evaluation. No unsubstantiated anonymous or unsigned student authored information will be placed in an employee's official file unless it is part of the evaluation portfolio/instrument.
- 5.4 Before submitting the written formal evaluation to the part-time faculty member's file, supervisors shall provide the part-time faculty member with an electronic copy of the written evaluation. A hard copy will be provided upon request. Supervisors shall hold a conference with the part-time faculty member who wishes to discuss his/her evaluation.
- 5.5 Part-time faculty members may submit a written response to any formal evaluation that is placed in the employee's official personnel file. The response shall be attached to or be part of the evaluation.

- 5.6 Evaluations shall remain confidential and used by the College only for legitimate business purposes. Every effort will be made to notify the employee and share recommendations for improvement for all performance and conduct concerns before the concerns are documented in the evaluation.
- 5.7 The parties agree they have a mutual interest in aligning the faculty evaluation process to the overall goals and mission of the College and to making the evaluation process as meaningful and constructive as possible. The parties further agree to study application of the part-time faculty evaluation process in the faculty management committee meeting in order to make recommendations that will make the system as effective as possible.

**ARTICLE 6: PERSONNEL FILES**

- 6.1 The College shall maintain an official personnel file for each employee. The file will be maintained in the Human Resources Department.
- 6.2 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.
- 6.3 No anonymous, unsigned or unsubstantiated student authored information will be placed in any employee's official file except for official department student evaluations.
- 6.4 The employee has the right to be accompanied by a Union representative while examining the employee's official file.
- 6.5 An employee may designate a Union representative to have access to the employee's official file provided the designation is done in writing.
- 6.6 The College shall provide an employee a copy of any document except routine file maintenance documents 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.
- 6.7 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.
- 6.8 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.

- 6.9 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.
- 6.10 All supervisors may provide recommendations upon the request of a part-time faculty member. When performance information is requested by an outside employer, supervisors may not knowingly provide false or misleading information.

#### **ARTICLE 7: MAINTAINING MINIMUM QUALIFICATIONS**

- 7.1 The parties recognize there are certain licenses and/or certifications required to be qualified to perform the duties of their job description. The part-time faculty member shall be responsible for the maintenance of these qualifications.
- 7.2 A part-time faculty member who fails to maintain a required license and/or certification for the member's position may be removed from the member's position and may be terminated.
- 7.3 Part-time faculty members must become on-line certified in order to teach CNM classes on-line. Part-time faculty who take the TLOL class to attain certification to teach on-line, are eligible to apply for a tuition waiver as outlined in this Agreement, in Article 11, Educational Benefits, to cover the cost of tuition for the TLOL class.

#### **ARTICLE 8: DRUG/ALCOHOL TESTING**

- 8.1 The parties agree that the maintenance of a drug/alcohol free work place is a goal of both the College and the 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.
- 8.2 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 which 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.

- 8.3 Employees required by federal or state law or regulation to be subjected to random drug and/or alcohol tests will be required to comply with these tests.
- 8.4 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's 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 between the employee and their medical provider and will not be used as a basis for disciplinary action.
- 8.5 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 Union will be given the opportunity to review the proposed policies and/or procedures and provide input to the College's Executive Director of Human Resources.
- 8.6 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.

#### **ARTICLE 9: ABSENCE WITHOUT NOTICE**

- 9.1 Employees who are to be absent from work are required to call their supervisors in accordance with the work place practices in effect or instructions from their supervisor. Failure to follow proper procedures may result in disciplinary action up to and including termination
- 9.2 Failure of an employee to notify the College of an absence for more than three (3) consecutive days will be considered job abandonment and treated as a voluntary resignation except in verifiable cases of extreme emergency where the employee is prevented from giving notification by events beyond their control. Such resignation is irrevocable and shall not be subject to the grievance procedure.
- 9.3 All work place absences are subject to approval from the supervisor.

#### **ARTICLE 10: LEAVE**

Part-time instructors accrue leave as delineated in this Article. Leave accrued as a part-time instructor may not be used for an absence in another employment capacity with the

College. Leave accrued in another employment capacity with the College cannot be used for an absence as a part-time instructor. All leave is subject to prior approval of the Dean or Dean's designee. Part-time instructors who are also employed at the College in a full-time capacity shall not earn leave as a part-time instructor.

- 10.1 Court Leave - Leave with full pay may be granted an employee for court legal process including jury duty, response to subpoena or other legal process that requires an absence from duty for other than personal matters. Leave with pay will not be granted to an employee pursuing a claim or called to testify against CNM.
- 10.2 To avoid double payment employees who are required and who report for jury duty shall make arrangements with the College to sign over to the College any check(s) or monies received for the performance of such jury duty during the hours the employee was also scheduled to work at CNM and for which CNM paid the employee Court Leave. Compensation received for mileage and expenses may be retained by the employee.
- 10.3 In order to be eligible to receive payment under this article, an employee must notify their supervisor on his/her first workday after receipt of a notice to report for jury duty and must furnish satisfactory evidence that jury duty was performed and the amount of compensation received for such service on the days for which payment is claimed.
- 10.4 If an employee is notified to do so by his/her supervisor when he/she is excused from jury service either temporarily or permanently, on any scheduled workday, the employee shall promptly report to complete any remaining hours of his/her scheduled workday.
- 10.5 Sick Leave – Sick leave with pay may be used by an instructor for personal illness and/or illness in the immediate family, as defined by the Employee Handbook, subject to the limits set forth herein, and for injury or quarantines. Sick leave is only earned through teaching courses as a part-time instructor and can only be used for absences from teaching courses.

A part-time instructor shall accrue sick leave per pay period/per course. A maximum of 77 hours will accrue per year. Sick leave may be carried over and accrued to a maximum of 1362 hours.

Part-time instructors will earn sick leave up to the maximum allowed annually at the rate of .057 per contact and office hour. For example,

ENG xxxx = 3 contact hours + 1 office hour x 15 wks = 60 total hours x .057 = 3.42 sick leave hours per term  
MATH xxxx = 4 contact hours + 1 office hour x 15 wks = 75 total hours x .057 = 4.28 sick leave hours per term

- 10.6 A maximum of three (3) consecutive calendar 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 10.8 of this Article.

- 10.7 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 the amount the employee would have accrued during the balance of the term only if there is a catastrophic illness to the employee or immediate family member. Requests for this benefit shall be submitted in writing to the President.
- 10.8 An employee who is absent because of personal or family illness may be required by the employee's supervisor to submit a physician's statement attesting to the illness.
- 10.9 Appointments for treatment by a physician, dentist, or counselor including maternity and mental health issues, 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.
- 10.10 Abuse of sick leave is sufficient reason for termination of employment or other disciplinary action.
- 10.11 Bereavement Leave – a maximum of three (3) consecutive calendar days leave with pay shall be granted an employee in the event of a death in the employee's immediate family as defined in the Employee Handbook. If additional leave is required, the employee may use available personal leave as appropriate. Bereavement leave is not cumulative and shall not be deducted from accumulated personal leave. The supervisor may require verifiable proof that the decedent is an immediate family member.
- 10.12 Personal Leave – Each employee shall accrue personal leave with pay for each course taught. Personal leave is only earned through teaching courses as a part-time instructor and can only be used for absences from teaching courses.
- 10.12.1 Personal leave shall be accrued at a rate of .022 per contact and office hour. For example,  
ENG xxxx = 3 contact hours + 1 office hour x 15. wks = 60 total hours x .022 = 1.32 sick leave hours per Term.  
MATH xxxx = 4 contact hours + 1 office hour x 15 wks = 75 total hours x .022 = 1.65 sick leave hours per term
- 10.13 Except in the case of an emergency, personal leave requires advance approval by the dean or dean's designee.
- 10.14 Not more than (5) calendar five days of personal leave may be taken in succession.

- 10.15 Not more than twenty-four (24) 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 receiving payment at a conversion rate of one hour of pay for four hours of personal leave.
- 10.16 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 an exception is approved by the dean or the dean's designee.

**ARTICLE 11: EDUCATIONAL BENEFITS**

- 11.1 Part-time faculty and their dependents are eligible for educational benefits as authorized by the CNM policy contained in the Employee Handbook, provided the part-time faculty member has a teaching assignment during the term in which the benefit is to be used.

Domestic partners who have registered through CNM's Human Resources Department are eligible for this benefit.

Part-time instructors who use this benefit must comply with the policies and procedures related to this benefit, including the repayment of the value of this benefit if the instructor does not complete their assignment for the term.

- 11.2 In order to improve the professional development opportunities for part-time faculty, instructors are eligible to be released from classroom responsibilities with full pay to participate in approved professional development activities. Such activity may include meetings, conferences or seminars.

**ARTICLE 12: INSURANCE**

- 12.1 Insurance shall be offered to all part-time faculty in accordance with the CNM Employee Handbook except that eligibility shall be determined as follows:

- 12.1.1 Part-time faculty earn a one-year stability period of health insurance eligibility (January 1 through December 31) when over a one-year look-back period determined by the College, a part-time faculty member has taught an average of ten (10) credit hours per term during the look-back period or as otherwise required by law.

- 12.1.2 New part-time instructors will be evaluated for insurance eligibility after one-year.

- 12.1.3 Part-time faculty who are eligible for insurance shall only be able to enroll in insurance benefits during an open enrollment period determined by the College or due to a qualifying event.
- 12.1.4 CNM will pay the employer share of the insurance premium for a part-time faculty member who has earned a stability period and wishes to maintain insurance benefits during a term in which the faculty member has no assignment. The faculty member must pay the employee share of the monthly insurance premiums during this time. Failure to pay the employee share of the health insurance premium on time may result in a loss of coverage.
- 12.1.5 The provisions of Article 12.1 are effective at the beginning of the 2017 Fall Term.
- 12.2 Fall 2017 shall be the final term in which part-time faculty are eligible for insurance on a per term basis. Part-time faculty members who enrolled in insurance benefits for the Fall 2017 term only, shall be covered through December 31, 2017.

**ARTICLE 13: COMPENSATION**

- 13.1 Effective with Fall Semester 2018, course pay will be calculated based on credit hour, degree status, and tier for lecture hour courses, and by credit hour and tier for non-lecture courses . The value per credit hour in each category is documented in the appendix. Office hours will still be required, if applicable.

The compensation increase will combine the amounts allocated by the Governing Board in December 2017, with the amount awarded by the Governing Board to non-represented employees during the April 2018 Governing Board meeting (reference the flash drive that was provided to the Union on April 6, 2018, for a comparison of the current course pay rates and the proposed course pay rates).

The parties acknowledge that the funding allocated by the Governing Board in the April 2018 Governing Board meeting, would normally be negotiated in the wage re-opener that would take place in October 2018, for implementation in the Spring Semester of 2019. Since the parties agreed to the compensation proposal outlined above, and because the dollars allocated for the current wage reopener will fund course pay increases in the Fall Semester of 2018, there will be no wage re-opener in October of 2018.

Pay increases and decreases during the course of this agreement shall be decided by the Governing Board.

The parties recognize that part-time instructors who qualified previously are paid at different steps based upon negotiations in the past which recognized long-term employees who worked at the college for several years without any increase in wage rates. There are two steps which are identified as Step A and Step B. Step A pertains to part-time faculty who completed six but less than eleven terms teaching at CNM since the beginning of the summer term of 1993 and end of the fall term of 2002. Step B pertains to part-time faculty who completed eleven or more terms teaching at CNM since the beginning of the summer term of 1993 and the end of the fall term of 2002. The existence of these steps does not imply future movement in steps for part-time instructors. Terms taught as a full-time faculty member are not qualifying when assessing a part-time instructor's eligibility for the steps. With the conversion to the credit hour methodology for the calculation of course pay, part-time faculty in steps A and B will be combined into a single category designated as Tier 2. All other part-time faculty will be combined into a single category designated as Tier 1. The establishment of tiers is for pay purposes only.

- 13.2 Instructional projects that do not involve classroom time shall be paid at \$27.00 per hour. The number of hours will be determined by the Dean with the approval of the Vice President for Academic Affairs. Projects not approved by the Vice President for Academic Affairs in advance of their start date will not be compensated. If instructors are required to attend either a once-per-term full department meeting or an orientation, or two-one hour meetings, they shall be paid at \$27.00 per hour for a maximum of two hours per term for those meetings. With the approval of the Dean, faculty members may be paid a maximum of four additional hours a term for additional instructional related work that does not include classroom time, but may include convocation. Other required or optional departmental activities are part of the regular workload.
- 13.3 Combined courses (multiple classes meeting at the same time with the same instructor in the same room) shall be considered one course. Team teaching shall be prorated per instructor based upon the total value of the course taught. No increases shall be given for courses that have been completed prior to the effective date of the pay increase.
- 13.4 Instructors will receive the established rate of pay per each course taught and will perform other required duties on campus as determined by their Dean. This shall include all meetings, preparation and other professional duties as determined by the Dean.
- 13.5 Instructors who are absent without approved leave shall be given leave without pay for the period of the absence.
- 13.6 Instructors will be paid in accordance with their education for lecture hours only. An instructor who attains higher degree status from an accredited institution will be paid at the higher rate only after verification of educational attainment to the

satisfaction of CNM. Such verification should be submitted as soon as possible. The higher rate of pay will become effective at the beginning of the term immediately after such verification is received.

- 13.7 The parties agree to a pay rate for each course as listed in the Appendix. CNM shall determine the values of new or revised courses.
- 13.8 Insurance rates for eligible employees will be increased in the same manner as non-represented employees.
- 13.9 Time spent in a properly authorized substitute assignment shall be paid at the rate contained in CNM's Employee Compensation Plan regardless of degree status. After a part-time instructor has worked as a substitute in a particular class for 2 continuous weeks without interruption, the remainder of any such assignment shall be paid on a pro rata basis at the part-time instructor rate of pay as listed in the Appendix. If it is known when the substitute assignment is first authorized, that the assignment will be for at least 2 continuous weeks, the rate of pay as listed in the Appendix will be authorized to coincide with the first day of the assignment.

Through the Employee Compensation Plan, the College will increase the hourly rate for substitute pay from \$22.00 an hour to \$27.00 an hour, as authorized by the Governing Board in the May 2018 Governing Board Meeting.

- 13.10 The parties agree that it is desirable to provide instructors as much notice as possible when cancelling a class assignment for the entire term. When no advance notice is provided and the result is that the part-time faculty member reports to campus to teach the class he/she shall receive 1 hour of pay at the prevailing rate paid to substitutes.

#### **ARTICLE 14: NON-DISCRIMINATION**

The parties to this Agreement agree that neither the Union 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, Union or non-Union affiliation, United States military veterans status or disability. The only forum for addressing issues covered by this article is the grievance procedure contained in this Agreement.

Employees who file grievances alleging a violation of the provisions of this Article may file the grievance at the step of the grievance procedure immediately above the level of the person alleged to have violated these provisions.

#### **ARTICLE 15: SENIORITY**

- 15.1 Seniority for the purpose of this Agreement shall be defined as the number of terms taught as a part-time faculty member at CNM since June 1, 1993.
- 15.2 Veteran Status - In accordance with 15.5 below, veteran status shall be attained for all part-time faculty who have taught six (6) complete terms since June 1, 1993. Time spent substituting or engaged in presenting or instructing in a seminar shall not be counted toward seniority or veteran status.
- 15.3 Loss of Veteran Status - a veteran part-time faculty member shall lose veteran status whenever he/she has not taught a course in three consecutive terms.
- 15.4 Part of term courses shall count toward the attainment of veteran status as if a full term had been taught. Time spent substituting or engaged in presenting or instructing in a seminar shall not be counted toward seniority.
- 15.5 Veteran status will be determined at the beginning of each term for the purposes of course scheduling only. Only instructors who meet the conditions of veteran status on these dates shall have veteran status during the term of this Agreement.
- 15.6 Veteran part-time faculty (as defined in 15.2) shall be given first consideration in course scheduling after full time faculty course assignments have been made but before other part-time faculty. Such consideration does not constitute a guarantee of any particular assignment. The final authority for assignments resides with the Dean or designee. Veteran status has no relationship to an employee's rate of pay.
- 15.7 The College will establish a course scheduling pool program to manage part-time faculty course assignments for veteran faculty who are approved for inclusion in the program. The parties agree that the establishment of a course scheduling pool is a pilot program that will commence no earlier than the Fall Semester of 2017 and will be discontinued on the expiration date contained in the Terms of Agreement Article. Continuation of the program could be a subject of bargaining, if during the next negotiation cycle, either party submits a proposal to enable continuation. The program details will be managed outside the contract and maintained as a key process on the Academic Affairs website.
- 15.7.1 To improve communication and promote mutual understanding, the parties agree that procedures related to the course scheduling pool are an appropriate topic of discussion for the Faculty Management Committee. Union Representatives, on a case-by-case basis, may request administrators responsible for the implementation of the course scheduling pool, be invited to the Faculty Management Committee meetings consistent with Article 26.10.2 of this Agreement.
- 15.8 Provisions contained in the part-time faculty collective bargaining agreement that address substandard performance and class assignments still apply. Veteran part-time faculty in the course scheduling pool remain subject to

termination at the will of the College and the no “for cause” standard shall apply. None of the assignments made in conjunction with the course scheduling pool program are grievable, nor is removal from the pool, which is at CNM’s discretion.

## **ARTICLE 16: FACULTY RIGHTS**

16.1 Veteran part-time faculty status shall be attained for all part-time faculty who have taught six (6) terms or more since June 1, 1993 at CNM. The provisions of 15.2 and 15.4 above shall apply to the attainment of veterans status. Veteran status shall be lost in accordance with the provisions of the Seniority article of this Agreement.

16.1.1 No part-time faculty who has attained veteran status shall be terminated before the end of an academic term without just cause

16.1.1.1 “Termination” shall mean an adverse employment action by the College that results in an involuntary severance of an instructor’s employment during an academic term and after an employee has signed his/her letter of appointment. This provision does not apply to courses “not making” or the instructor being terminated, or losing course assignments, to accommodate the schedule of a full time faculty member.

16.2 Failure to re-hire or renew a contract for any faculty (both veteran and non-veteran) for a subsequent term(s) does not constitute termination, does not require any reason be given to a non-veteran faculty member and cannot be grieved or challenged. A veteran faculty member may request a reason for their non-renewal but cannot grieve or challenge the non-renewal. Performance and conduct issues as determined by the dean and the dean’s designee are valid reasons for non-renewal. A faculty member not rehired for three successive terms shall be dropped from the hiring pool and shall be required to reapply with the College in order to qualify for course assignments. An exception may be allowed to being dropped from the hiring pool at the discretion of the Dean on a case by case basis.

16.3 Prior to the termination of a veteran part-time faculty during an academic term the faculty member will be provided with written notification of the contemplated termination and the reason(s) for such action.

16.3.1 The veteran faculty member may be suspended without pay for the period required to complete the procedures in this article.

16.3.2 The veteran faculty member will be provided the opportunity to respond to the reasons for the contemplated termination during an academic term prior to the effective date of such action. The response

will be provided in a meeting with the veteran faculty member's dean, or in writing, or both at the option of the veteran faculty member.

- 16.3.3 The veteran faculty member may elect to be represented by the Federation at any meetings held under the provisions of this article except 16.2.
- 16.3.4 If the veteran faculty member does not respond to the reasons given for any contemplated termination during an academic term within seven (7) calendar days of said notification, the termination shall stand and cannot be the subject of a grievance.
- 16.3.5 Veteran faculty members who do not agree with the reasons given for the termination during an academic term and who have complied with the provisions above regarding their response to the contemplated dismissal, may file a grievance in accordance with the provisions of this Agreement. This is the only circumstance under which a part-time faculty member can grieve or challenge the discontinuance of their employment with CNM.

- 16.4 The provisions of this article shall not apply in the event an assigned class does not make or if a veteran part-time faculty is removed from a class in order to accommodate a full-time instructor's schedule. Prior to removing a veteran part-time faculty from a class for the purpose of accommodating a full-time instructor's schedule, consideration will be given to first removing a non-veteran part-time faculty.
- 16.5 Part-time faculty have the rights specifically delineated herein. There shall be no implied rights beyond the specific terms of this article.
- 16.6 Nothing contained in this Article shall prohibit a faculty member from discussing scheduling alternatives with the Department.
- 16.7 The parties agree that it is unethical and a violation of this agreement for faculty involved in disciplinary actions to solicit information or support from students. A faculty member shall refer students who are material witnesses to an incident, or who volunteer information, to the appropriate authority.

## **ARTICLE 17: GRIEVANCE PROCEDURE**

### **17.1 PURPOSE:**

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise and are subject to this procedure. Unless otherwise prohibited by law, there shall be no

other grievance or appeal procedure for members of the bargaining unit other than that contained in this Article. 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 covered by this Agreement in another forum. Employees have the right to file grievances over the issues contained in this Agreement.

## 17.2 DEFINITIONS:

17.2.1 A “grievance” shall be defined as a violation of any provision of this Agreement has occurred.

17.2.2 A “grievant” shall be any faculty member, group of faculty or the Union.

17.2.3 “Days” shall mean Monday through Friday except for holidays which are observed by the College.

## 17.3 PROCEDURES

17.3.1 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.

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

17.3.3 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.

17.3.4 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.

17.3.5 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.

17.3.6 A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action which precipitated the grievance and contains, at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation, the date of the incident giving rise to the grievance and the relief requested.

17.3.7 No reprisal or retaliation shall be taken against any person who

participates in this procedure.

- 17.3.8 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.
- 17.3.9 The parties agree to make good faith efforts to exchange information in order to expedite the process.
- 17.3.10 An employee, acting individually, may present a grievance without the intervention of the Union provided the grievance has been processed in accordance with this procedure. The grievant shall be responsible for notifying the Union in writing that a grievance is 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.
- 17.3.11 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.
- 17.3.12 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.
- 17.3.13 Unless otherwise agreed to by the parties, grievances shall be processed at times other than during scheduled workload hours.
- 17.3.14 Except for informal decisions at Level 1, 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.
- 17.3.15 Grievances shall be filed on forms approved by the parties.
- 17.3.16 The parties shall maintain confidentiality for all grievance proceedings and for documents required by law to be kept confidential.

#### 17.4 LEVEL 1:

- 17.4.1 A grievant shall first discuss the grievance in a scheduled meeting with the Department Dean with the objective of resolving the issue informally. The grievant may be accompanied and represented by the grievant's Union

representative in accordance with section 17.3.8 herein. The grievant shall submit the specifics of the grievance in writing to the Dean prior to the conclusion of the next day and such document must specifically indicate a grievance is being filed. The time frame for a response shall begin with the written submission. To be considered the grievance must be timely filed in accordance with the provisions of 17.3.6 and must contain, at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation and the relief requested.

17.5 LEVEL 2:

17.5.1 If the grievant is not satisfied with the results of the Level 1 informal discussion, the grievant or the Union may submit the grievance in writing to the Vice-President for Academic Affairs. To be considered, the grievance must be filed in accordance with the ten (10) day time limit set forth in Section 17.3.6 of this article.

17.5.2 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 Federation.

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

17.6 LEVEL 3

17.6.1 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 Executive Director of Human Resources or the Executive Director of Human Resources' designee no later than ten (10) days after the grievant received the Vice-President's response.

17.6.2 No later than ten (10) days following receipt of the grievant's appeal, the Executive Director of Human Resources or the Executive Director of Human Resources' designee shall conduct a meeting. 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.

17.6.3 No later than ten (10) days following the close of the meeting set forth under section 6.2 of this article, the Executive Director of Human Resources or the Executive Director of Human Resources' designee shall submit a written decision on the grievance to the grievant and the Union.

## 17.7 ARBITRATION

17.7.1 If the grievant and the Union are not satisfied with the Level 3 disposition, they may appeal the grievance to arbitration no later than ten (10) days following receipt of the Level 3 disposition by the grievant.

17.7.2 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. No special requirements will be requested for an arbitrator without the mutual written agreement of the parties. A copy of the request shall be sent to the College by the Union at the same time the request is filed with the FMCS. Each party retains the right to require a second list of arbitrators from the FMCS.

17.7.3 The arbitrator will be selected from a list of seven arbitrators requested from the Federal Mediation and Conciliation Service. Within ten (10) days of receipt of the list of arbitrators, the parties shall alternately strike names on the list until there is one name remaining who shall be the arbitrator. The moving party to the arbitration shall strike the first name. If the grievant fails to comply with the time frame provisions for striking arbitrators, the arbitration shall be considered null and void.

17.7.4 The arbitrator shall conduct the hearing as soon as possible following the selection of the arbitrator.

17.7.5 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.

- 17.7.6 The arbitrator's decision shall be submitted to the College and the Union as soon as possible, but no later than sixty (60) days after the conclusion of the hearing.
- 17.7.7 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 Union have under the terms of this Agreement.
- 17.7.8 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).
- 17.7.9 The arbitrator's fees and costs shall be shared equally by the Union and the College. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

#### **ARTICLE 18: RESPONSIBILITIES**

- 18.1 The parties recognize part-time faculty as professionals. Because part-time faculty have contributions to make to the College, they may in accordance with the provisions of Article 13.2 continue to be allowed compensated opportunities for collaborative involvement with their department deans or designee and colleagues in order to improve instruction.

#### **ARTICLE 19: TASK TEAMS/COMMITTEES**

- 19.1 The parties agree that part-time instructor participation in task teams and committees may enhance the mission and operation of CNM. Consequently, part-time faculty, as determined by the dean or the dean's designee, may participate in Academic School committee meetings that address changes in curriculum and changes in job description requirements.
- 19.2 The President of CNM or the President's designee shall determine what task teams or committees will be established and the responsibilities of those task teams or committees.
- 19.3 When the College and the Union agree that it is appropriate for the Union, as exclusive representative, to be represented on 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).

- 19.4 Union representatives who are members of task teams or committees that are the result of agreements entered into pursuant to sub article 19.3 of this Article shall be appointed by the Union President.
- 19.5 The College and the Union agree that faculty committees and task teams may continue to operate according to policy.

**ARTICLE 20: JOB DESCRIPTIONS**

- 20.1 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. Part-time faculty members are responsible for performing the work assigned to them as long as it falls within the general description of those duties.
- 20.2 During the life of this Agreement, the College may modify job descriptions on an as-needed basis. The Human Resources Department will provide the Union copies of the modified job descriptions in a timely manner when requested.
- 20.3 Upon request by the Union, the parties shall meet to discuss modifications to job descriptions. The Union may make recommendations regarding the content of modified job descriptions and duties.
- 20.4 If, during the term of this Agreement, the Union develops concerns that an instructor is being assigned duties as a regular assignment that are not reasonably related to the instructor's job description, the issue may be raised for resolution by the Faculty Management Committee.

**ARTICLE 21: WORK SCHEDULES**

- 21.1 Developing the master class schedule is the responsibility of management.
- 21.2 Management may change work schedules in order to meet the operational needs of the College.
- 21.3 In those departments where management has historically consulted with part-time faculty regarding teaching assignments, management will make reasonable efforts to continue this practice.
- 21.4 In order to assist CNM's faculty scheduling process, faculty are prohibited from trading schedules or arranging alternative scheduling without prior approval from the Dean or designee. Those faculty who wish to trade schedules must receive the Dean's or designee's authorization prior to initiating discussions with other faculty.
- 21.5 During the term of this Agreement the parties agree to use the Faculty /Management Committee to address concerns that may arise regarding the

scheduling of part-time faculty. This provision also applies to part-time faculty working in multiple departments.

- 21.6 Qualified part-time faculty may teach courses in multiple departments at the College with proper approval. Instructors who teach in more than one school must notify the Deans of all schools of their total campus teaching assignments within two (2) business days of receiving such notification of receiving an assignment in an additional school. Final approval of the total workload is subject to the approval of the deans of all of the affected departments. The provisions shall not be interpreted in such a manner as to prohibit any particular workload.
- 21.7 The parties acknowledge that the definition of part-time faculty contained in this Agreement (Article 2 Section 2.5) was created by the parties to eliminate workload limitations imposed simply because of someone's status as part-time faculty. This language is included for informational purposes only, not to change the original understanding of the parties regarding this subject. Final approval of the total workload has always been, and continues to be, subject to the approval of the deans.

## **ARTICLE 22: HEALTH AND SAFETY**

- 22.1 The College shall continue to provide healthy and safe working conditions for all employees.
- 22.2 The College shall continue to comply with all health and safety laws, rules and regulations promulgated by appropriate regulatory agencies.
- 22.3 Part-time instructors may temporarily remove from class any student who threatens, intimidates or harasses either the instructor or other students and disrupts the classroom and the learning process.
- 22.3.1 The College will conduct an investigation of any such actions and may prohibit the student from returning to class until a hearing has been held.
- 22.3.2 If a part-time faculty member continues to feel intimidated and/or harassed or is fearful, the College will attempt to provide a mutually agreeable plan to insure the safety of the faculty member which may include a security escort on campus.
- 22.4 The parties agree they have a mutual interest in improving and upgrading faculty space, facilities, and resources. This includes developing and/or maintaining programs for working parents. The parties further agree to assess the status and plans in these areas during the faculty management committee meeting in order to make recommendations for improvement.

**ARTICLE 23: PARKING**

- 23.1 Part-time faculty will be given an opportunity 10 calendar days before students to purchase parking permits for paid on-campus lots.
- 23.2 The parties agree that during the course of this agreement the College will study the feasibility of extending the College's payroll deduction permit purchase system to part-time faculty.

**ARTICLE 24: MANAGEMENT RIGHTS**

- 24.1 Unless limited by the specific provisions of a collective bargaining agreement, the employer reserves the right to:
  - 24.1.1 direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
  - 24.1.2 determine qualifications for employment and the nature and content of personnel examinations;
  - 24.1.3 take actions as may be necessary to carry out the mission of the employer in emergencies; and
- 24.2 The employer shall retain all other rights not expressly abridged by a collective bargaining agreement.
- 24.3 Management retains full right and authority to manage and administer the College and its staff. This includes, but is not limited to, establishment and management of properties, resources and facilities; determination of the administrative organization; determination of the financial policies of the College; the appointment, direction, evaluation, discipline, and supervision of employees; the right to determine educational programs, curriculum and services of the College; and the number and location of job positions required. These rights are abridged only by the express specific terms of this Agreement.

CNM retains all rights not specifically limited by this Agreement. These rights shall not be subjugated or diminished in any way by any expressed or implied duty to bargaining unless it is specifically detailed in this Agreement.

**ARTICLE 25: CONTRACTING OUT**

- 25.1 In the event CNM contracts out or privatizes instruction that is part of the attached Course Compensation Schedule and is not a function of Ingenuity Inc. or the

Work Force Training Center and such contracting out or privatization results in the loss of positions for part-time instructors who have taught three (3) or more terms at CNM, the parties shall discuss the matter in the Faculty Management Committee. CNM shall provide the Union thirty (30) calendar days' notice of such impending action.

- 25.2 The College has the right and responsibility to determine what work is to be performed and by whom it shall be performed.

## **ARTICLE 26: UNION RIGHTS**

- 26.1 The following rights shall be granted exclusively to the Union and shall not be granted to any other labor organization.
- 26.2 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 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 thirty (30) days prior to the deduction termination. 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 render the College and Governing Board harmless for any action resulting from compliance with this provision.
- 26.3 The amount of deduction to be made from each employee's wages will be certified in writing by the Union and shall be a fixed dollar amount per active pay period. In the event the amount of dues changes, the College shall implement such change within a reasonable time period. In the event an employee does not work for CNM for a period of time (becomes inactive) and, as a result, does not receive a paycheck, upon rehire dues deduction shall resume at the same amount that was being deducted prior to the time the employee became inactive.
- 26.4 Employee deductions may be terminated at any time by an employee contacting the College's payroll office and notifying the Union.
- 26.5 The Union, its membership and the individual members of the bargaining unit agree to hold the College safe and harmless for any legal action resulting from compliance with the provision for dues deduction. The Union shall indemnify the College for any legal action regarding this issue.
- 26.6 The College agrees to allow the Union the right to use email at the College and bulletin boards for the distribution and posting of Union information. Such information will be distributed and/or posted by Union representatives. For email communication utilizing the CNM email system, the Union agrees to provide a

copy in advance for approval or disapproval to CNM's Labor Relations Officer. Approval or disapproval shall normally be provided to the Union within forty-eight (48) business hours after the Union submits the request. The College shall not unreasonably delay or unreasonably deny the Union's request. Email communication between a Union representative and an individual bargaining unit employee shall not be subject to review but shall be subject to all other provisions in this article. Nothing inflammatory, derogatory or disruptive to good labor-management relations shall be contained in the email, written documents, or materials to be distributed and/or posted to include communications with any College student media. Additionally, College resources shall not be used for any union activity or issue, including but not limited to, political issues, a campaign for an individual candidate, or organization, unless specifically authorized elsewhere in this agreement. In the event the College believes a violation of this provision has occurred it shall be brought to the attention of the Union President and the distribution in question will be halted

- 26.7 Local Union representatives who are CNM employees are eligible for extended leave without pay to conduct Union business. Such leave may be approved if it does not present an undue hardship or expense to the College and subject to the following conditions:
  - 26.7.1 Written notice must be submitted at least fourteen (14) calendar days in advance of the time of the requested leave.
  - 26.7.2 The Union representative shall suffer no loss of seniority.
  - 26.7.3 The Union representative shall be eligible to continue group benefits as contained in this Agreement, provided he/she pays both the employee's and the College's portion of the premium cost.
  - 26.7.4 The Union representative shall be eligible for course assignment in accordance with the provisions of this Agreement.
- 26.8 The Union or any employee may not solicit membership while the employees are on duty.
- 26.9 The Union shall be allowed to use meeting areas in College buildings at no cost to the Union provided advanced scheduling has been made with the College and provided the meetings do not conflict with scheduled events or the College's facilities policy. Attendance at these meetings shall not occur during duty time.
- 26.10 The Union shall have the right to identify worksite representative for each College campus where bargaining unit employees are present. The College shall recognize these representatives as Federation leaders at the worksites. The Union President shall inform the College's Labor Relations Officer in writing of the names of the Union representatives and keep such notification current. Someone whose name

has not been provided in writing shall not receive recognition as a Union representative. \_

26.10.1 Worksite representatives may distribute Union materials and conduct Union business so long as this activity is done on non-duty time and does not interfere with the representative's duty time or the duty time of other employees. Materials distributed will comply with the provisions of section 26.6.

26.10.2 Worksite representatives shall have the right on non-duty time to bring to the attention of the worksite supervisors concerns over the administration of the Agreement and other concerns affecting the bargaining unit employees.

26.11 Upon request, once each term the College shall provide a listing of bargaining unit employees arranged according to hire date.

#### **ARTICLE 27: FACULTY MANAGEMENT COMMITTEE**

27.1 The parties agree to establish a faculty-management committee that shall be composed of up to three (3) representatives appointed by the College and up to three (3) representatives appointed by the Union. By mutual agreement of the parties, additional parties may be allowed to attend on a case-by-case basis. The purpose of the committee shall be to promote cooperation between the parties, not to continue the negotiations process. Either party may discontinue participation in this committee in the event they believe it no longer is meeting in accordance with its established purpose.

#### **ARTICLE 28: AGREEMENT CONTROL**

28.1 If any College policy, regulation or directive is in specific conflict with any provision of this Agreement, the Agreement shall control.

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

28.3 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 negotiation for a successor agreement, or in the Faculty Management Committee during the term of this Agreement.

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

#### **ARTICLE 29: COMPLETE AGREEMENT**

- 29.1 The parties agree that this Agreement is the complete and only agreement between the parties.
- 29.2 Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement.
- 29.3 No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties.
- 29.4 This Agreement replaces any and all previous Agreements between the parties.
- 29.5 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 the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly 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 have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **ARTICLE 30: SEVERABILITY**

- 30.1 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 31: NEGOTIATIONS PROCEDURES**

- 31.1 Negotiations will be conducted at locations, times and dates that are mutually acceptable to the parties.

- 31.2 Negotiations will be conducted in closed sessions. This provision prohibits the public airing of any issues or the progress in the negotiations. Because negotiations are conducted in closed sessions, no press releases or public statements regarding progress on negotiations shall be made without the mutual consent of the 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. In the event of an impasse, the parties will confer regarding press releases until the fact-finder has issued a decision.
- 31.3 Unless otherwise agreed to by the parties, the Union and the College shall each identify a maximum of eight (8) members of their respective negotiation teams at the commencement of negotiations.
- 31.4 Recesses, caucuses or study sessions may be called by either side at any time.
- 31.5 All tentative agreements shall be reduced to writing by the parties and initialed by their respective negotiators designated to do so. 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.
- 31.6 Final agreement on a collective bargaining agreement shall be reached when each side obtains ratification of the proposed agreement from its respective constituencies.
- 31.7 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 days nor later than sixty (60) calendar days before the expiration of this Agreement. This provision shall apply only in the event the College authorizes the continuation of collective bargaining.
- 31.8 Additional negotiation procedures and ground rules may be negotiated by the parties at the commencement of negotiations.
- 31.9 In the event an impasse is reached, the party who declares an impasse shall, within 10 business days from the date of declaration, provide to the other party a written list of the issues that remain unresolved. The list can include only mandatory subjects of bargaining. The other party shall provide a written list of their issues within 10 days of receipt of the issues submitted by the party that declared impasse. Only the items on these lists will be discussed in mediation.
- 31.10 In the event mediation does not resolve the impasse either party may request fact finding. The party requesting fact finding shall, within 10 business days from the

date of requesting fact finding, provide the other party a written list of the issues for fact finding. The other party shall provide a written list of their issues within 10 days of receipt of the issues submitted by the party requesting fact finding. No issue that was not the subject of mediation can be in the fact finding process without the mutual agreement of the parties. Neither party may alter its proposal after the submission of this document.

31.10.1 The fact finder will be selected from a list of seven fact finders requested from the Federal Mediation and Conciliation Service. Within ten (10) days of receipt of the list of fact finders, the parties shall alternately strike names on the list until there is one name remaining who shall be the fact finder. The moving party to the fact finding shall strike the first name.

31.10.2 The fact finder shall conduct the hearing as soon as possible following the selection of the fact finder.

31.10.3 The fact finder's decision shall be submitted to the College and the Union no later than sixty (60) days after the conclusion of the hearing.

31.10.4 The fact finder's decision shall be in writing and shall include the fact finder's decision, rationale and, if appropriate, the relief. The fact finder shall not have the authority to expand, or add to, the rights employees or the Union have under the terms of this Agreement.

31.10.5 The fact finder's fees and costs shall be shared equally by the Union and the College. All other expenses shall be assumed by the party incurring the costs, including the cost of the witnesses.

31.11 Within sixty (60) calendar days after the conclusion of the fact-finding hearing, the fact finder shall recommend only the last best final total package (as submitted in accordance with 31.10 above) offer of one of the parties.

## **ARTICLE 32: NO STRIKE**

32.1 No employee or labor organization shall engage in a strike. No employee labor organization shall cause, instigate, encourage or support a strike. The employer shall not cause, instigate, or engage in any employee lockout.

32.2 In addition to any remedy either of them may have under the terms of this policy, the employer may apply to the appropriate New Mexico District Court for injunctive relief to end a strike and an exclusive representative of public employees affected by a lockout may apply for injunctive relief to end a lockout.

32.3 Any labor organization that causes, instigates, encourages or supports an employee strike, walkout or slowdown may be decertified as the exclusive

representative for the appropriate bargaining unit by the board and shall be barred from serving as the exclusive representative of any bargaining unit of employees of the employer for a period of one year.

**ARTICLE 33: AGREEMENT COPIES**

33.1 After ratification of this agreement by all parties involved, the College will post the agreement on the CNM web page and provide the Union with electronic copies in PDF and MS Word formats for Union use.

**ARTICLE 34: ACADEMIC FREEDOM**

The parties recognize that within the parameters established by state and federal law and College and the approved curriculum, faculty members shall have the right and responsibility to:

34.1 provide a dispassionate, honest presentation of topics relevant to the course content and appropriate to the students assigned to the instructor,

34.2 assess the performance of students consistent with the approved curriculum,

34.3 final student grades shall not be changed without consultation with the Instructor of Record for the course.

**ARTICLE 35: TERM OF AGREEMENT**

35.1 This Agreement shall become effective upon signature of the parties and shall remain in full force and effect until December 31, 2019. During the months of October 2017 and October 2018 the union may reopen negotiations on the limited issues of a wage increase, the Course Scheduling Pool, and both parties may include one other non-economic item.

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

CNM Employees Union  
Part-time Faculty

Central New Mexico  
Community College

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Katharine Winograd Date  
President

\_\_\_\_\_  
Chief Negotiator Date

\_\_\_\_\_  
Thomas A. Manning Date  
Chief Negotiator

Appendix  
 Credit Hour Methodology  
 For  
 Calculation of Part-time Faculty Course Pay

Per Credit Hour Pay Scale	Tier 1 Old "E" & "F"	Tier 2 Old "A" & "B"
Lecture Hours: Bachelor's Educated or Less	\$816	\$969
Lecture Hours: Master's Educated	\$918	\$1,071
Lecture Hours: PhD or Terminal Educated	\$1,020	\$1,173
Lab Hours (Including Laboratory, Practicum, Cooperative/ Internship / Externship, Field Experience, Clinical, Clinical Intensive)	\$2,703	\$3,060
Studio Hours	\$1,479	\$1,683

Examples

Tier 1 ENGL 1101, MA Educated	Lecture Hrs.	Lab Hrs.	Studio	Total
	3	0	0	3
	\$ 918	\$ 2,703	\$ 1,479	
	\$ 2,754	\$ -	\$ -	\$ 2,754

Tier 1 Carp 1305, BA Educated	Lecture	Lab Hrs.	Studio	Total
	1	2	0	\$ 3
	\$ 816	\$ 2,703	\$ 1,479	
	\$ 816	\$ 5,406	\$ -	\$ 6,222

Tier 2 GEOG 1192, MA Educated	Lecture	Lab Hrs.	Studio	Total
	0	1	0	1
	\$ 969	\$ 3,060	\$ 1,683	
	\$ -	\$ 3,060	\$ -	\$ 3,060

Tier 2 MUS 1111, PhD Educated	Lecture	Lab Hrs.	Studio	Total
	0	0	3	3
	\$ 969	\$ 3,060	\$ 1,683	
	\$ -	\$ -	\$ 5,049	\$ 5,049