

**AGREEMENT BETWEEN**

**CENTRAL NEW MEXICO COMMUNITY  
COLLEGE**

**AND**

**THE CNM EMPLOYEES UNION**

**REPRESENTING**

**THE INSTRUCTIONAL SUPPORT UNIT**

**Effective Through  
August 31, 2025**

**(End Date Changed as a Result of Negotiations between CNM and CNMEU that was settled on August 19, 2022)**

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**INSTRUCTIONAL SUPPORT UNIT CBA  
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## **ARTICLE 1: AGREEMENT**

This Agreement is entered into between the Central New Mexico Community College, hereinafter referred to as the College, and CNM Employees Union, hereinafter referred to as the Union. It is the general purpose of this Agreement to provide for orderly and constructive employee relations in the public interest; to establish wages, hours and other conditions of employment; to delineate the rights of employees and to protect the rights of CNM and to assure at all times the orderly and efficient delivery of quality services to the citizens and students served by CNM.

## **ARTICLE 2: RECOGNITION**

The Governing Board of the College hereby recognizes the Union as the exclusive representative for all regular full-time and part-time non-trial period employees in the job titles listed below. This bargaining unit shall be known as the Instructional Support Unit.

Instructional Technician  
Reader/Writers  
Tutors

Instructional Support Technician  
Science Lab Technician

## **ARTICLE 3: DEFINITIONS**

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

- 3.1 AGREEMENT - This contract between the Governing Board and the Union.
- 3.2 BARGAINING UNIT - shall mean the group of employees designated by the CNM Labor Relations Board to be represented for the purposes of collective bargaining under this Agreement.
- 3.3 COLLEGE -- shall mean the Central New Mexico Community College or CNM.
- 3.4 UNION -- shall mean the CNM Employees Union or CNMEU.
- 3.5 EMPLOYEE -- shall mean an employee in the bargaining for whom the Union has been recognized as exclusive representative.
- 3.6 ISU-Instructional Support Unit
- 3.7 WORKSITE REPRESENTATIVE – an employee who is designated by the Union to represent the Union in dealings with CNM. The Union President shall designate in writing to the Labor Relations Officer those employees considered by the Union to be worksite representatives.

#### **ARTICLE 4                    COLLECTIVE BARGAINING PROCEDURES**

- 4.1     Negotiations will be conducted at locations, times and dates that are mutually acceptable to the parties.
- 4.2     Negotiations shall be conducted in closed sessions.
- 4.3     Negotiations ground rules shall be negotiated by the parties.
- 4.4     All agreements reached by the parties shall be initialed as tentative agreements. Such tentative agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the Agreement.
- 4.5     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 will 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. 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.
- 4.6     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 twenty (120) calendar days and no later than thirty (30) calendar days prior to the expiration date of this Agreement.
- 4.7     In the event impasse has been declared and fact-finding has been requested, upon the conclusion of the fact-finding hearing, the fact finder shall recommend only the last best final total package offer of one of the parties.
- 4.8     The parties shall comply with all bargaining procedures contained in the Governing Board's collective bargaining policy.

#### **ARTICLE 5:                    AGREEMENT CONTROL**

- 5.1     If any policy, regulation or directive is in specific conflict with any provision of the Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.
- 5.2     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 Labor Management Committee meeting during the term of this Agreement.

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

5.4 CNM shall post the current Agreement on the college website.

#### **ARTICLE 6: PARKING**

6.1 Employees will be given the first opportunity before students to purchase parking permits for paid, on-campus lots. Effective Fall Semester 2020, employees who wish to purchase a permit, will be required to purchase the permit on line.

6.2 Employees, who require access to multiple reserved lots at main campus, or employees who work at another campus, because of assignments mandated by the department director or director's designee, are eligible to request and receive a Special Permit, at no cost to the employee, that grants access to all reserved and general lots at all campuses.

#### **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 covered by this Agreement in another forum. There shall be no other grievance or appeal procedure for members of the bargaining unit other than that contained in this Article.

##### **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. This definition shall not be interpreted in such a manner as to make an issue grievable or arbitrable simply because an allegation has been made regarding that issue.

7.2.2 A "grievant" shall be any employee, group of employees or the 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.
- 7.3.4 If the grievant fails to comply with the grievant's time limit or procedural requirements, as set forth under any of the procedure's steps, the grievance shall be considered null and void. At this point the College shall have no obligation to schedule any grievance meetings or arbitration.
- 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 in writing no later than 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 (this provision does not authorize representation by any party other than a Union representative) 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 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. CNM shall have no responsibility to notify the Union if the employee does not comply with this requirement. Any adjustment made by the College shall be consistent with the provisions of this Agreement.
- 7.3.10 If a grievance affects a group of two or more employees and involves a decision or action by the College, which has a departmental or College-wide impact, the Union must notify the Executive Director of Human Resources of



the Union's intent to submit the grievance on behalf of the affected employees at Level 2 of this procedure. Such notification must be in writing and must include the provision(s) of the Agreement allegedly violated, a description of the facts which led the grievant to believe there has been a violation of the Agreement, the dates and times of the incident that the grievant believes precipitated the grievance, all known witnesses, and the relief requested. Grievances which do not contain this information shall be considered null and void. The Executive Director of Human Resources shall identify the level of the grievance procedure at which the grievance may be submitted. However, grievances alleging contract violations made by the Dean, the immediate supervisor, or their designees, must be submitted at level 1.

- 7.3.11 All documents related to a grievance shall be maintained in a separate grievance file. This provision does not include documentation of disciplinary actions and/or documents that are the subject of a grievance.
- 7.3.12 Unless otherwise agreed to by the parties, grievances shall be processed at times other than during scheduled duty hours.
- 7.3.13 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.
- 7.3.14 Grievances shall be filed on forms approved by the parties. Emails shall be considered "in writing" for the purposes outlined in this Article.
- 7.3.15 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 or the Union may have which is related to the grievance.
- 7.3.16 The parties may agree to facilitate an investigation in order to expedite the grievance process. Such investigation may include the sharing of relevant documents, facts, records and data in the possession of either party.
- 7.3.17 Upon agreement between the College's Executive Director of Human Resources and the Union President, leave with pay may be granted to an employee to participate in a grievance meeting.
- 7.3.18 At any stage of the procedure, the parties may initiate a settlement proceeding as an attempt to resolve a grievance. If the proceeding is initiated, the grievance time limits will be placed on hold in writing. The proceeding shall be conducted by a representative appointed by the Union and one appointed by the College. If either party determines that the proceeding should be terminated, that party may end the settlement proceeding by submitting a

notification in writing to the other party of its intent to terminate the proceeding and reinstate the time limits. The time limits shall be reinstated upon service to the other party of such reinstatement and shall include any portion of the time limits that expired prior to the parties agreement to toll the time limits.

7.4 LEVEL 1:

- 7.4.1 The grievant and/or the Union shall submit the grievance in writing to the immediate supervisor during an informal scheduled meeting. To be considered, the grievance must be filed in accordance with the fifteen (15) day time limit set forth in Section 7.3.6 of this article and as a minimum contain the provision(s) of the Agreement allegedly violated, a description of the facts which led the grievant to believe there has been a violation of the Agreement, the dates and times of the incident that the grievant believes precipitated the grievance, all known witnesses, and the relief requested. Grievances which do not contain this information shall be considered null and void. For bargaining unit employees in the Academic Schools a copy of the grievance will be filed with the Dean and for all other bargaining unit employees a copy of the grievance will be filed with the Department Director.
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7.5 LEVEL 2:

- 7.5.1 If, after ten (10) days the grievance is not resolved at the informal meeting, the grievant or the Union, within no more than an additional 10 days, may submit the grievance in writing to the Dean or designee for bargaining unit employees in the Academic Schools. Bargaining unit employees in the Assistance Centers for Education shall submit to the Vice President for Academic Affairs or designee and Reader/Writers shall submit to the Vice President for Student Services or designee.
- 7.5.2 No later than ten (10) days following receipt of the grievant's written grievance, the appropriate authority outlined in Article 7.5.1 shall submit a written response to the grievance. The response shall be submitted to the grievant and the Union.
- 7.5.3 In recognition of the fact that grievances may be related to decisions made outside of the grievant's department, a grievant who believes the appropriate authority outlined in Article 7.5.1 may not be authorized to resolve the grievance, the grievant or the Union must so state to the appropriate authority outlined in Article 7.5.1, and with their written acknowledgment may initiate the grievance with the Human Resource's Executive Director at Level 3. However, grievances alleging contract violations made by the Dean, the immediate supervisor, or their designees, must be submitted at level 1. Grievances approved for submission at level 3, must include the provision(s) of the Agreement allegedly violated, a description of the facts which led the grievant to believe there has been a violation of the Agreement, the dates and times of the incident that the grievant believes precipitated the grievance, all known witnesses, and the relief requested. Grievances which do not contain

this information shall be considered null and void. All of the procedures set forth in Levels 1 and 2 shall be followed if this alternative is used. The grievant is responsible for the preparation of all paperwork necessary to utilize this alternative.

#### 7.6 LEVEL 3

7.6.1 If the grievant is not satisfied with the written disposition from the Level 2 response, or the grievant has not received a response the grievant or the Union may appeal the grievance in writing to the Human Resources Executive Director or designee no later than ten (10) days after the grievant received the Dean's response or the date the response was due.

7.6.2 No later than ten (10) days following receipt of the grievant's appeal, the Human Resources Executive Director or designee shall schedule a meeting in an attempt to resolve the grievance. Unless mutually agreed otherwise, the meeting shall be conducted within 20 days of the receipt's appeal. 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. The Human Resources Executive Director or designee may record the meeting.

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 Executive Director or the Human Resources Executive Director's designee shall submit a written decision on the grievance to the grievant and the Union.

#### 7.7 ARBITRATION

7.7.1 If the grievant and the Union are not satisfied with the Level 3 disposition, the Union may appeal the grievance to arbitration no later than ten (10) days following receipt of the Level 3 disposition by the grievant. After the ten (10) days the grievance shall be considered null and void and the College shall have no obligation to schedule grievance meetings or 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. The request for an arbitration panel cannot include any special requirements. 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.

7.7.3 The parties shall alternatively strike names on the list until there is one name remaining who shall be the arbitrator. The party to strike the first name shall be determined by the toss of a coin.

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

- 7.7.5 Issues related to the arbitrability of a grievance shall be decided by the arbitrator.
- 7.7.6 The arbitrator's decision shall be submitted to the College and the Union as soon as possible 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 Union have under the terms of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of the specific provisions of this Agreement. The arbitrator shall have no authority to make a recommendation on any other issue. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the College under this Agreement.
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- 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. Unless the grievant is represented by the Union, the College may require that the grievant post the grievant's share of the expenses in advance of the hearing.
- 7.7.10 Upon demand of either party, or at the discretion of the arbitrator witnesses shall be required to testify under oath or affirmation.

## **ARTICLE 8            UNION RIGHTS**

- 8.1 The following rights shall be granted exclusively to the Union, and shall not be granted to any other labor organization.
- 8.2 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 College shall honor membership dues deductions until the authorization is revoked in writing by the public employee. 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. The Union shall notify the Payroll Office and the bargaining unit employees of any change in the deduction amounts at least ten (10) days prior to

the effective date of the new amount. When a change is implemented, deductions for bargaining unit members who previously granted authorization, will continue at the new rate, unless the employee specifically opts out. The Union agrees to indemnify, defend, and render the College and Governing Board harmless for any action resulting from compliance with this provision.

- 8.3 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.
- 8.4 Employee deductions may be terminated at any time by an employee contacting the College's payroll office and notifying the Union.
- 8.5 The Union, its membership and the individual members of the bargaining unit agree to indemnify, defend, and hold the College safe and harmless for any legal action resulting from compliance with this provision.
- 8.6 The College agrees to allow the Union the right to use e-mail at the College in accordance with Section 10-7E-15 subsection H of the Public Employee Bargaining Act (PEBA) 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 to CNM's Labor Relations Officer. Email communication between a Union representative and an individual bargaining unit employee shall be subject to all provisions in this article. Nothing inflammatory, derogatory or disruptive to good labor-management relations shall be contained in any e-mail, written documents, or materials to be distributed and/or posted or communications with any College student media. 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. 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.
- 8.7 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:
  - 8.7.1 Written notice must be submitted at least fourteen (14) calendar days in advance of the time of the requested leave.
  - 8.7.2 The Union representative shall suffer no loss of seniority.
  - 8.7.3 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.
  - 8.7.4 The Union representative shall be returned to the job vacated, or one of equal pay.

- 8.8 The Union or any employee may not solicit membership while the employees are on duty.
- 8.9 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.
- 8.10 The Union shall have the right to identify a worksite representative for each College campus where bargaining unit employees are present. The College shall recognize these representatives as Union leaders at the worksites. 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.
- 8.10.1 Worksite representatives shall conduct all Union business on non-duty time and shall not interfere with the duty time of other bargaining unit employees.
- 8.10.2 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.
- 8.11 The College shall provide to the Union, in an editable digital file format agreed to by the Union, the following information for each employee of the bargaining unit: (1) a listing of all bargaining unit employees arranged according to hire date; (2) the employee's name and hire date; (3) contact information, including (a) cellular, home, and work telephone; (b) means of electronic communication, including work and personal electronic mail addresses; and (c) home address or personal mailing address; (4) employment information, including the employee's job title, salary and work location. The College shall provide the information described above to the Union within ten (10) days from the date of hire for newly hired employees in the bargaining unit. The Union shall include in each communication sent to employees an opportunity for an employee to be removed from Union communications.
- 8.12 The Union may also be allowed to make brief announcements at any employee meetings. The Union will be provided 30 minutes, without loss of leave or pay, to meet with new employees or make a presentation during new employee orientation, at a time determined by the College. The parties agree that this provision does not constitute approval for contravening established policies that govern an employee's obligation when the employee is also a Union Representative, to provide instructional support to students as scheduled.
- 8.13 The Union will be allowed to appoint one bargaining unit employee to serve on any committee that includes bargaining unit employees formed by an Academic School or Department for the purpose of discussing or making decisions affecting the wages, hours or working conditions of bargaining unit employees.

- 8.13.1 The parties acknowledge that program review is a legitimate basis for conducting a Labor Management Committee (LMC) meeting to receive updates on program issues and recommendations. The Union President or designee shall use the LMC for this purpose, in accordance with the timeline published on CNM's College-wide Integrated Program Review (CIPR) website.

## **ARTICLE 9: EMPLOYEE RIGHTS**

- 9.1 The Union and the College agree that all employees in the 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 Union shall be the exclusive representative for the representation of these rights.
- 9.2 The parties acknowledge that employees serve a trial period of six (6) months; during the first six (6) months employees are not members of the bargaining unit and are not covered by this Agreement. In the event a bargaining unit employee is selected for another bargaining unit position he/she shall serve an orientation period of six (6) months in the new position. During the orientation period the employee remains a member of the bargaining unit but may be removed from the new position without recourse to the grievance procedure. Release from employment during trial period or orientation period shall not require pre-disciplinary meetings or notices as otherwise required in this article. The trial period for bargaining unit employees may be extended for periods up to six months, at the sole discretion of the College.
- 9.3 When a bargaining unit employee moves to another position in the College outside the bargaining unit the employee shall serve a new trial period in accordance with the provisions of the CNM Employee Handbook.
- 9.4 During the first six (6) months of employment an employee may be terminated at the will of the College. Employees do not become members of the bargaining unit until they have completed six (6) months of employment. The College's action shall be final and binding on all parties and shall not be subject to the grievance procedure. If the College does terminate an employee who is in their initial trial period, the College will provide the employee a Notification of Trial Period Termination Memorandum.
- 9.5 An employee's time spent as a part time employee in a trial period shall apply toward the completion of the initial trial period in the event the employee is selected for a full time position with the same job title in the same department.
- 9.6 Following completion of the six (6) month trial period or the six (6) months orientation period as defined in Article 9.2, an employee may be suspended without pay, demoted 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 Union to challenge the College's action. The College shall provide the employee written notice of termination as soon as possible. The notice shall include the reason(s) for the termination.

- 9.7 For the purposes of this Article, the following definitions shall apply:  
“Termination” shall mean any adverse employment action by the College that results in an involuntary severance of an employee’s employment status with the College.
- 9.8 Prior to the implementation of a suspension without pay, demotion or termination an employee, who has completed all trial and orientation periods, will be advised of the allegations against the employee and given an opportunity to respond. Upon request, the employee will be allowed to be accompanied by a Union representative at the pre-disciplinary meeting. No decision regarding the employee’s culpability will be made until after the pre-disciplinary meeting. The purpose of the pre-disciplinary meeting is to give the employee an opportunity to address the allegations before a decision whether to implement discipline is made.
- 9.9 An employee may be placed on administrative leave during an investigation involving the employee. Administrative leave shall be leave with pay. However, if such leave extends into a break period, no pay beyond the normal work schedule of the employee will be paid.
- 
- 9.10 During an employee investigation, no documentation related to the matter will be placed in the employee's official personnel file.
- 9.11 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 may be considered or the employee will receive formal charges against the employee, or a meeting which results in the issuance of formal discipline against the employee. An employee may tape record a meeting with a supervisor but must first reveal to the supervisor that the meeting is being recorded.

#### **ARTICLE 10:       REDUCTION-IN-FORCE (RIF)**

- 10.1 Because the College's staffing must be expanded and/or reduced for reasons as determined by the College including, but not necessarily limited to, fluctuations in enrollment or availability of funding, it may be necessary to reduce the number of employees, re-assign employees from full-time to part-time status or reduce the number of annual work days and/or hours of employees.
- 10.2 If a RIF necessitating either the lay-off, reduction to part-time status or reduction of the number of annual work days or hours of any employee in the bargaining unit is anticipated by the College, the College shall inform the Union and the affected employees of the anticipated lay-off or reduction in writing no less than fourteen (14) calendar days prior to the implementation of the layoff or reduction. The Union shall be provided the opportunity to submit a written plan to the College setting forth how the lay-off or reduction may be avoided. Such plan must be submitted no less than five (5) days after receiving the written notice from the College. If the Union does not respond within the five- (5) day period, the Union will be considered to have waived any opportunity to submit comments regarding the anticipated lay-off or reduction and



will be prohibited from public criticism of the RIF. If the Union submits a plan, the College shall consider the Union's plan before implementing the RIF/reduction or any other plan. The parties agree that in the event such notice as described above occurs at the end of a term or during any break period, excluding days when the college is closed, the days between terms or during the break shall be considered days for the purpose of this notice.

10.3 Prior to the implementation of a lay-off or reduction, the affected employee(s) will be re-assigned to another bargaining unit position(s) for which the employee(s) is (are) fully qualified as determined by CNM if such positions are available. All temporary (not including student employees) or trial period employees in the classification titles covered by this Agreement will be discharged prior to the initiation of a RIF of employees of this bargaining unit. This provision does not apply in the event CNM determines a special skill is required.

10.4 Individuals retained as employees will be selected according to competencies and skills needed to best perform the current and prospective functions of the job description. When management determines that the competencies and skills of employees necessary to meet current and prospective performance requirements are equal, seniority will be considered in determining whether any employees are retained.

10.4.1 When a reduction-in-force occurs, part-time employees shall be laid-off before full-time employees.

10.4.2 The part-time employee with the least seniority as defined in Article 15, will be laid off unless the College determines in good faith that a part-time employee with less seniority but greater occupational necessity or discipline skills shall be retained.

10.4.3 Retention shall be based upon seniority within the employee's department or Academic School that is applied to the current classification title held and the skills needed to operate the programs involved, with seniority governing when two (2) or more employees are judged to have relatively equal skills.

10.4.4 Equal skill in the affected program area shall be determined by the College.

10.5 An employee reinstated within one (1) year after lay-off or reduction to part-time status shall be entitled to seniority previously accrued during employment, all previous credit and standing granted on the pay plan for those reinstated to full-time positions and the reinstatement of unused leave balances.

10.6 A laid-off employee or an employee placed on part-time or with a reduce number of days/hours status shall be placed on a recall list for one (1) year. Employees shall be reinstated to positions for which they are fully qualified, as determined by the

departments, in reverse order of lay-off or reduction.

## **ARTICLE 11: DRUG/ALCOHOL TESTING**

- 11.1 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.
- 11.2 The College may administer an alcohol and/or drug test of an employee when the College has probable cause or reasonable suspicion to believe the employee is under the influence of a controlled substance and/or alcohol. For the purposes of this section, "probable cause" and "reasonable suspicion" 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, of the employee.
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- 11.3 CNM may implement and/or continue random and post-accident drug testing consistent with the determination of "safety sensitive" positions in existing case law. Employees in work areas who work with power tools and /or electricity; heavy equipment such as trucks and automobiles; and hazardous chemicals and equipment are considered safety sensitive and may be subject to random drug testing.
- 11.4 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. An employee's self-referral to the EAP shall remain confidential and will not be used as the sole basis for disciplinary action.
- 11.5 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 new or additional 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 Human Resource Director.
- 11.6 Employees who participate in substance abuse programs as a condition of continuing employment with the College shall be subject to return to work agreements and periodic substance abuse testing as a further condition of continued employment. 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.

## **ARTICLE 12:        MAINTAINING MINIMUM QUALIFICATIONS**

- 12.1    The parties recognize there are certain licenses and/or certifications required of employees to be qualified to perform the duties of their job description. The employee shall be responsible for the maintenance of these qualifications.
- 12.2    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 maintained.
- 12.3    It is recognized that job requirements and qualifications evolve over time and for the College to maintain efficiency employees must conform to such changes. The College agrees to make reasonable efforts to provide training for such changes and the employees agree to comply with these changes.
- 12.4    The parties acknowledge that proficiency in the delivery of instructional support is essential to student success. Therefore, employees are required to participate in 12 hours of Professional Development Training per year in order to stay current in their field. Employees participating in this training shall be compensated at their regular hourly rates of pay for time spent in the training.
  - 12.4.1 This training will include improving employee proficiency in instructional techniques that are designed to help increase student success.
  - 12.4.2 Employees will collaborate with their immediate supervisor, Dean, or designee, to devise a professional development training plan created for the purpose of enhancing employee performance as it pertains to the delivery of instructional support in both traditional face to face environments and in on line environments. All training costs shall be assumed by the College.
  - 12.4.3 Final approval of the professional development training plan resides with the immediate supervisor, Dean, or designee.

## **ARTICLE 13:        JOB PLACEMENT, VACANCIES, TRANSFERS AND REASSIGNMENTS**

- 13.1    Vacancies for all positions in the bargaining unit that the College determines need to be filled shall be posted on the CNM website for a minimum of five (5) working days.
- 13.2    Employees who wish to be considered for vacancies may apply by following the directions provided on the vacancy posting or by contacting the Human Resources Department for specific instructions.
- 13.3    Vacancy postings will contain specific identification of the vacant position, worksite(s) where the vacancy exists, the position's major duties and a deadline for

submission of applications. It is understood that the inclusion of the worksite location on a vacancy posting in no way guarantees an employee will be retained in a specific worksite location.

- 13.4 Selection will be based upon whatever criteria CNM determines to best meet the needs of the College based on such criteria as: education, experience, demonstrated ability, attendance, operational needs, and fit as determined by the supervisor and/or hiring official. When the position is considered a lateral move (same job title and/or pay grade without a break in continuous service) the selected applicant will retain seniority and rate of pay. Management retains the right to reassign all positions and assignments to meet the needs of the College.
- 13.5 Bargaining unit employees may participate on committees to screen applicants and recommend candidates for bargaining unit positions. This provision shall not be interpreted in such a manner as to prohibit bargaining unit members from participation in other committees that CNM determines are in the best interests of the College.
- 13.6 Qualified part-time employees shall be granted first consideration for any full-time bargaining unit position vacancy of the same classification title over outside applicants. The College and the Union agree to discuss the parameters of first consideration, including a career ladder, via the Labor Management Committee process.
- 13.7 All work assignments, shift and days off assignments and location assignments are subject to change to meet the operational needs of the College.
- 13.8 When making reassignments management will attempt to meet the needs of the College by requesting employees to volunteer. If there are insufficient volunteers, reassignments will be made using reverse order of seniority. This provision shall not be interpreted to change the meaning of the language contained in sub-article 13.7. When such a reassignment involves a change of work hours or location (campus), the employee will be provided with reasonable notice.
- 13.9 Part-time bargaining unit employees are hired specifically for part-time positions and remain part-time regardless of actual hours worked. A part-time employee may only become a full-time employee if he/she has applied and been selected to fill such a position. In the event the College changes an existing part time position to a full time position, the President may authorize the part time employee to move laterally into the full time position, retaining his/her hourly rate of pay.

A full-time employee who makes a lateral move (as defined in 13.4) into a part-time position will retain his/her hourly rate of pay.

#### **ARTICLE 14:       PRIVATIZATION**

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

- 14.2 If cost savings is the reason the College considers contracting out any work normally being performed by members of the bargaining unit that results in current employees having their jobs eliminated, the College shall provide the Union written notice of the anticipated action no less than thirty (30) calendar days prior to the planned implementation of the action.
- 14.3 Prior to making a final determination on the issue, the College shall allow the Union to present alternatives to contracting out employee services. In the event the College and the Union agree on cost-saving measures that may alleviate the need to contract out the services, the measures shall be implemented.
- 14.4 If the College allows bidding on the provision of employee services, the employees shall be allowed to bid to the extent provided by law.

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

- 15.1 Seniority shall be defined as the length of continuous service from the employee's most recent date of hire applied to the employee's current job title and academic discipline/program. Seniority for full time and part time employees shall be calculated and applied separately.
- 15.2 Seniority shall be broken under the following circumstances:
  - 15.2.1 if the employee quits;
  - 15.2.2 if the employee is involuntarily terminated;
  - 15.2.3 if the employee fails to return to work within any time period established pursuant to a layoff/recall notice.

#### **ARTICLE 16: PERSONNEL FILES**

- 16.1 The College shall maintain an official personnel file for each employee. The official personnel file is digital and will be maintained in the College's Electronic Document Storage System.
- 16.2 An employee shall be permitted to review material contained in the employee's official personnel file. An employee's official file shall be available for inspection within a reasonable time after it has been requested. The employee shall be required to show proper identification. A designated representative of the Human Resources Department may be present during the file review.
- 16.3 No anonymous, unsigned or unsubstantiated information will be placed in any employee's official file. Incident reports made to the supervisor shall not be placed in the official file maintained by the Human Resources Department until such report has been investigated.

- 16.4 The employee has the right to be accompanied by a Union representative while examining the employee's official file.
- 16.5 An employee may designate a Union representative to have access to the employee's official file provided the designation is done in writing.
- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 The department and each supervisor may maintain a separate working file for each employee that is not accessible to the employee. The material contained in the working file shall not be used as the basis for disciplinary action unless the employee has been apprised of the material and given an opportunity to respond.

#### **ARTICLE 17: JOB DESCRIPTIONS**

- 17.1 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.
- 17.2 During the life of this Agreement the Employer may modify or rewrite job descriptions on an as needed basis. If a job description is modified, the employee will be provided a copy. The Union may acquire copies of the modified job descriptions from the Human Resources Department.
- 17.3 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.
- 17.4 If, during the term of this Agreement, the Union develops concerns that an employee is being assigned duties as a regular assignment that are not reasonably related to the employee's job description, the issue may be raised for resolution by the Labor/Management Committee.

## **ARTICLE 18: LABOR-MANAGEMENT COMMITTEE**

The previously established Labor-Management Committee (LMC) shall continue. The LMC's purpose shall be the discussion of employee concerns and issues that relate to employee professional needs and matters which relate to employee terms and conditions of employment. The LMC 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 LMC may establish rules and procedures provided they do not conflict with any provision of this Agreement, and establish sub-committees to study issues which will be reported back to the LMC. Issues shall not be brought to the LMC by the union unless they have been addressed through the employee's immediate supervisor and the next level manager except by mutual agreement between the College and the Union. The LMC shall not be used for negotiations.

## **ARTICLE 19: MANAGEMENT RIGHTS**

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

- 19.1 Determine the mission of the College and its division and departments;
- 19.2 Set standards: the parties recognize this includes setting standards for student success;
- 19.3 Exercise control and discretion over the College's organization and its operations;
- 19.4 Direct employees of the College;
- 19.5 Hire, promote, assign, reassign, transfer, and retain employees in positions within the College and suspend, demote, discharge or take disciplinary action against employees of the College;
- 19.6 Maintain the efficiency of the operations entrusted to the administration of the College;
- 19.7 Relieve employees from duties because of lack of work or lack of funding;
- 19.8 Determine the methods, means and personnel by which such College operations are to be conducted; and
- 19.9 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 should the College determine that uninterrupted services are in the best of the College, the students, instructors and staff.

The Employer shall retain all other rights not expressly abridged by this Agreement. These rights shall not be subjugated or diminished in any way 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 20: LEAVES**

All leave is subject to the approval of the supervisor and such approval shall not be unreasonably withheld. Employees are required to comply with department leave approval

and call-in policies and procedures in order to obtain approval to utilize leave. Part-time employees are considered half-time for the purpose of leave accrual and shall accrue leaves on a pro rata basis subject to the other provisions contained in this agreement that pertain to leave. Part-time employees who are also employed at the College in a full-time capacity shall not earn leave as a part-time employee.

20.1 General Provisions--All leave is subject to approval of the College and such approval shall not be unreasonably withheld. No leave time may be used for a day for which the employee is not scheduled to work. Upon separation from CNM employment no leave time can be converted to a cash payment except as stated in the Employee Handbook and Article 23 of this agreement. Sick leave will not be approved for days upon which the employee previously requested to use personal leave and the leave request was not granted unless verifiable proof of illness or emergency is provided by the employee to the supervisor.

20.1.1 For the purposes of this article, "immediate family" shall mean the employee's spouse, domestic partner, 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 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).

20.1.2 Time spent by an employee on any approved leave shall be counted for seniority purposes.

20.1.3 Chargeable paid leave shall be made in one quarter (1/4) hour increments. All employee absences shall be recorded and, where appropriate, debited on a one-to-one basis from accrued leave.

20.1.4 Chargeable leave shall not be made for time involved in a College closing or abbreviated schedules.

20.1.5 Once an employee is on an approved leave, the leave may be converted to another type of leave if the conversion request is approved in writing by the President or the President's designee.

20.1.6 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 approved 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.

20.1.7 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.



- 20.1.8 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 approval by the employee's dean or dean's designee.
- 20.1.9 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 position to which the employee was assigned immediately prior to the commencement of the leave. An employee returning from a leave of absence with a duration in excess of one (1) term shall be returned to the same or equivalent position, provided the employee is qualified to perform the work of the position. The position to which the employee is returned may or may not contain the same class schedule, work hours and/or location that was assigned to the employee prior to the leave.
- 20.2 Bereavement Leave: A maximum of three (3) days (calculated at eight hours per day for full-time staff and four hours per day for part-time staff) leave with pay shall be granted a full time employee and part-time 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 or leave without pay. Bereavement leave is not cumulative and shall not be deducted from accumulated paid leave. The supervisor may require verifiable proof of death.
- 20.3 Sick Leave:
- 20.3.1 Sick leave with pay may be used by an employee for personal illness in the immediate family, subject to the limits set forth herein, or for the purpose of injury or quarantines.
- 20.3.2 A full-time employee shall accrue four (4) hours of paid sick leave per pay period worked to a maximum of 1362 hours or 227 days; a part-time employee will accrue sick leave proportionate to full-time employees in the bargaining unit based upon the hours worked per pay period. No leave is accrued for working beyond 40 hours per week.
- 20.3.3 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. A physician's certification may be required at the discretion of the supervisor.
- 20.3.4 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 the amount the employee would have accrued during the balance of the fiscal year 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.

- 20.3.5 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.
- 20.3.6 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. Employees are required to attempt to make such appointments in such a way as to be the least disruptive to the educational process.
- 20.3.7 Abuse of sick leave is sufficient reason for termination of employment or other disciplinary action.
- 20.4 Medical Leave:
- 20.4.1 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. All Medical Leave must be approved through the Human Resources Department before the leave is taken. The 12-month period shall commence on the date the Medical Leave begins.
- 20.4.2 An employee on Medical Leave shall report to the employee's supervisor or designee every 30-calendar days.
- 20.4.3 If the employee participates in College insurance plans, the College will pay the employer's share of insurance premiums for up to 12 weeks.
- 20.4.4 The employee shall have all rights provided under the Family and Medical Leave Act.
- 20.4.5 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.
- 20.5 Family Leave
- 20.5.1 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. All Family Leave must be approved through the Human Resources Department before the leave is taken. The 12-month period shall commence on the date the Family Leave begins.
- 20.5.2 An employee may substitute or may be required to 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. Accrued paid annual and personal leave may be substituted in all cases of Family Leave.

20.5.3 The 12-month period referenced in 20.5.1 above shall commence on the date the Family Leave commences.

20.5.4 An employee shall be entitled to all rights set forth in the Family and Medical Leave Act.

20.5.5 If an employee participates in College insurance plans, the College shall pay the employer share of the insurance premiums for up to 12 weeks.

20.5.6 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 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.

20.6 Personal Leave: The general purpose of personal leave is to provide employees, who do not accrue annual leave, paid leave to attend to personal business that cannot be scheduled outside the employee's normal duty hours. Personal leave is not intended for vacations during the time that school is in session or employees are otherwise required to be in attendance.

20.6.1 Full-time employees may accrue 98 hours of personal leave annually; that amount is pro-rated for both full-time and part-time employees. Once an employee reaches 98 hours, the employee stops accruing personnel leave until the employee's leave balance drops below 98 hours. All provisions of this Agreement that pertain to personal leave and other CNM leave policies and practices apply to this leave.

The parties recognize that these hours may be taken with the approval of the supervisor. The supervisors acknowledge the need for flexibility when granting this leave during the academic term and will work cooperatively in administering this leave.

20.6.2 Personal leave requires advance approval by the dean or dean's designee and whenever possible should be taken when it does not interfere with the College's operational needs

20.6.3 Use of personal leave is not allowed except under emergency circumstances during staff development days and during the first five (5) or last five (5) instructional days of a term, unless an exception is approved by the dean, the dean's designee, and/or supervisor.

- 20.7 Professional Leave: Professional leave with pay may be granted for participation in College-related professional activities upon the approval of the Vice-President for Academic Affairs or designee.
- 20.8 Court Leave
- 20.8.1 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 that 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.
- 20.8.2 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.
- 20.8.3 Paid personal leave may not be used by an employee pursuing a claim or called to testify against the College.
- 20.9 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.
- 20.10 Leave Without Pay.
- 20.10.1 An employee may be granted an unpaid leave of absence outside the Family Medical and Leave Act. Such leave is solely at the discretion of the College and shall not be granted for the purpose of employment with another employer.
- 20.10.2 Upon return from the leave, the employee may be reassigned to an equivalent position within the bargaining unit if a budgeted vacancy in the same department exists.
- 20.10.3 The leave shall not exceed one (1) year.
- 20.10.4 An employee with less than one year of service may keep their benefits in force for up to one year by paying 100 percent of the cost of their insurance premiums while on leave without pay. Failure to make payments may result in cancellation of benefits, with limited options for re-enrollment.
- 20.10.5 An employee with one or more years of service may keep their benefits in force for up to one year by paying the employee cost of the insurance premiums. Failure to make payments may result in cancellation of benefits,

with limited options for re-enrollment.

**20.11 Absence Without Leave**

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

20.11.2 The requirement set forth in 20.11.1 above shall only be waived when the College is convinced the employee was 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.

**ARTICLE 21: 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, veteran's 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. This article shall not be interpreted to restrict the employees' rights under the state or federal law.

Employees who file grievances alleging a violation of the provisions of this Article and who have a reasonable belief that their personal safety is jeopardized 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 22: 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 23: PAYMENT FOR UNUSED SICK LEAVE**

Each employee whose most recent commencement date of employment began prior to July 1, 1990 and who, at the time of employment termination simultaneously retires under the Educational Retirement Act, shall be entitled to receive payment for accrued sick leave in accordance with the Employee Handbook and the following formula:

23.1 Each employee who has accrued between 150 and 260 sick leave days shall be eligible for one (1) day's pay for each two (2) days of sick leave in excess of 150.

23.2 Each eligible employee with fewer than 150 accrued sick leave days shall be eligible

for one (1) day's pay for each three (3) days of sick leave.

**ARTICLE 24: EDUCATIONAL BENEFITS**

- 24.1 The College shall continue to offer educational benefits to support and encourage professional development and career advancement among employees.
- 24.2 With supervisor approval, a regular full-time employee may use up to three hours per workweek to take CNM courses. Such employee may be required to carry a cell phone and respond to calls.
- 24.3 A request to take College courses may be approved or denied based on department needs and the effect of the employee's absence on department operations.
- 24.4 An employee with unsatisfactory performance may be denied this educational benefit.
- 24.5 Instructional Support Unit Employees are eligible for educational benefits as authorized by the CNM policy contained in the Employee Handbook.
- 24.6 Employees may request to attend professional development activities such as conferences, seminars, and workshops. Employees are responsible for initiating the request. To the extent possible, supervisors will disseminate professional development opportunities to their employees. Requests to attend professional development activities require supervisor approval and are dependent on funding and operational need.

**ARTICLE 25: WORK YEAR**

- 25.1 Employees, other than Reader Writers, shall have a normal work year designated in writing by the College. When employees are required to work additional days beyond their designated work year, they shall be paid their normal hourly rate of pay for all hours worked. If an employee or the employee's immediate supervisor identify tasks or a work project that would require work beyond the employee's regular work hours, the request for additional work may be submitted to the employee's dean, the dean's designee, the department director, or the department director's designee for consideration. The dean, the department director, or their designees, shall have the authority to make the final approval or disapproval decision. If approved, the additional work would be added to the employee's schedule.
- 25.2 The normal work year for regular full-time employees shall be 1,920 hours, unless the Governing Board approves a change to the Academic Year Calendar, in which case the College may adjust the work year proportionally.

**ARTICLE 26: NO STRIKE OR LOCKOUT**

- 26.1 No employee or the Union shall engage in a strike. The Union shall not cause, instigate, or support a strike.
- 26.2 The College shall not engage in a lockout. The College shall not cause, instigate, encourage or support a lockout.

- 26.3 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 unit by the CNM Labor Board and shall be barred from serving as the exclusive representative of any bargaining unit of employees of the employer in accordance with the provisions of Governing Board policy 1994-57.
- 26.4 If the CNM Labor Board determines that the College caused, instigated, encouraged, or supported a lockout, the employees affected by the lockout may apply for injunctive relief to end the lockout.

#### **ARTICLE 27: WORK WEEK AND WORKDAY**

- 27.1 Full-time employees shall have a normal workweek consisting of forty (40) hours of actual work spread over the seven-day work period. Normally, employees will receive an unpaid lunch period of either 30 or 60 minutes as determined by the Dean or designee. The lunch period shall be duty free and is subject to scheduling by the College. The lunch period may be interrupted and rescheduled by the Dean or designee to meet the operational needs of the department. The lunch period shall normally be taken near the mid-point of the employee's workday and cannot be used to shorten the workday.
- 27.2 Part-time employees shall have a workday designated by the Dean, designee, or supervisor. An unpaid duty free lunch period may be provided at the discretion of the Dean, designee, or supervisor. In the event a part-time employee's workday exceeds six (6) hours duration on any given day, an unpaid lunch period of not less than thirty (30) minutes shall normally be provided. The lunch period is duty free and is subject to scheduling, interruption and re-scheduling by the College.
- 27.3 During duty time, except for lunch and break periods; employees shall refrain from Union activity or other personal business.
- 27.4 Subject to the completion of work duties, employees are eligible for one fifteen (15) minute break during each four-hour work period. Breaks cannot be accumulated, used in conjunction with the lunch period or used to shorten the workday.
- 27.5 Employees will be given reasonable notice of changes in work schedules.
- 27.6 The parties agree issues involving work schedules are appropriate for discussion in the Labor Management Committee.
- 27.7 If a Reader/Writer experiences a schedule change necessitated by student absences or class cancellations for the day or by drops or withdrawals, the administration will make a good faith effort to add another class to the Reader/Writer's hours so that the Reader/Writer's total hours will not be impacted. This provision shall not be interpreted as a guarantee.

If additional work is available, the administration will offer the work to interested Reader/Writers who experience a loss of hours caused by College closures over

recognized holidays.

## **ARTICLE 28: HEALTH AND SAFETY**

- 28.1 The College will continue to provide healthful and safe working conditions.
- 28.2 The College will comply with all applicable health and safety laws.
- 28.3 Employees shall observe all health and safety rules. The College may require physical or mental health assessments or certifications in order to verify that the employee is fit for duty.
- 28.4 Bargaining unit employees who are appointed to the College's Campus Safety Committee shall be recommended by the Union.
- 28.5 All hazardous or potentially hazardous conditions shall be reported to the employee's immediate supervisor. If the condition is not remedied, it may be referred to the Campus Safety Officer, the Dean, or the Department Director.
- 28.6 The parties agree that during the term of this Agreement they will utilize the Labor/Management Committee established by this Agreement to address concerns regarding operating procedures for employees involved with potentially hazardous working conditions. Procedure manuals may be reviewed as well as the methods by which this information is disseminated to employees.
- 28.7 If a bargaining unit member is the designated substitute in a class they shall be entitled to temporarily remove a student from the employee's class when the employee's safety, the safety of the student or the safety of other students is threatened or when the student disrupts a class. The employee shall be consulted in the final disposition of the student's continued enrollment in the class. When a bargaining unit employee is not the designated class substitute, safety issues will be raised with the faculty member responsible for the class. Such issues may also be raised with the employee's immediate supervisor.
- 28.8 If bargaining unit members are solely responsible for a physical location at which students are present, they are entitled to temporarily remove a disruptive individual. This may include calling the immediate supervisor and, if necessary, campus security.
- 28.9 To the extent required by law, the College will comply with the provisions of the American With Disabilities Act and its applicable regulations.

## **ARTICLE 29: OVERTIME**

- 29.1 Bargaining unit employees are paid on an hourly basis and shall receive overtime payment at one and one-half (1 1/2) times their regular rate of pay for all hours actually worked over forty (40) in the designated 7-day work period. Employees can work overtime only with the specific prior approval of the Dean, designee, or supervisor. Mandatory overtime may be required by the College in order to meet a verifiable operational need.



- 29.2 Paid leave is not considered time worked for the purpose of computing overtime and/or compensatory time.
- 29.3 Flex-time: Flex-time is defined as changing the work schedule of employees during the 7-day work period such as lengthening one day and shortening the following day. Such flexing may be done at the discretion of the College in order to avoid an overtime or compensatory time situation. No overtime or compensatory time is due the employee unless the total actual hours worked in the 7-day period exceed forty (40) hours.
- 29.3.1 If flex-time is being used by the College at such a frequency as to result in an unreasonably disrupted regular weekly work schedule for the employee, the employee may request a meeting with the Union and the College to discuss the matter in order to mutually find a solution to the problem.

### **ARTICLE 30: SUPERVISION**

Only the bargaining unit employees' Dean, designee or supervisor are authorized to approve and assign such items as the employees' work schedules, overtime, lunch periods, work break, or starting and ending times. Changes to such items may only be implemented with the approval of the Dean or designee, or supervisor.

### **ARTICLE 31: COMPENSATION**

Effective September 1, 2022, all eligible bargaining unit employees shall receive a 4% increase to their hourly rate of pay.

Effective September 1, 2022, all bargaining unit employees whose hourly rate remains below fifteen-dollars (\$15) per hour after receiving the 4% pay increase referenced herein, shall have their hourly rate increased to fifteen dollars (\$15) per hour, or the minimum of the grade of their current position, whichever is higher.

Effective September 1, 2022, the grade on CNM's Master Salary Schedule for Tutors will increase from NE 13 to NE 14. The parties acknowledge that the master salary schedule will continue to reside with the Department of Human Resources and will be posted on CNM's website.

Employees whose base pay exceeds the maximum of the position's pay range as a result of a pay increase, will have their base pay capped at the maximum of their position's pay grade.

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

Employees who receive a pay increase during their trial period, or who are hired at a higher entry rate as a result of budget action that is effective at the beginning of the academic year (September 1<sup>st</sup>), shall not be eligible for another increase, as a result of the current negotiation session, when they enter the bargaining unit by completing their trial period.

However, these employees shall be eligible for any pay increase that occurs thereafter in accordance with the next normal collective bargaining cycle.

If the Governing Board, during Academic Year 2022-2023 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 be automatically granted to ISU employees, 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.

#### 31.1 Philosophical Agreement of the Parties

The parties agree that by accepting this agreement the issue of whether Instructional Support Unit employees should be on a year round (2080) schedule is resolved and follows the Academic Year Calendar and the policy contained in the Employee Handbook. The Union agrees that these employees are instructional and follow the academic yearly calendar in accordance with Articles 25 and Articles 27. The parties further agree to acknowledge the impact of holidays, campus closures, and other scheduling realities on the wages and budgets of full and part time ISU employees.

31.1.1 In accordance with normal payroll procedures Instructional Support Unit Employees may request payroll deductions to have portions of their gross income deposited into individual accounts at financial institutions of their choice.

### ARTICLE 32: HOLIDAYS

32.1 Paid holidays for regular full-time bargaining unit employees, will be determined by the College and designated as part of CNM's academic calendar. Regular full-time bargaining unit employees shall be granted the eleven (11) paid holidays below and the remaining holidays shall be designated by the College and approved by the Governing Board as part of the winter break. The following holidays, plus the winter break established by the College, shall be observed.

32.1.1 Martin Luther King Day

32.1.2 Memorial Day

32.1.3 Juneteenth

32.1.4 Independence Day

32.1.5 Labor Day

32.1.6 Thanksgiving Day

32.1.7 The Day After Thanksgiving

32.1.8 The Day Preceding Christmas Day

32.1.9 Christmas Day

32.1.10 The Day Preceding New Year's Day

32.1.11 New Year's Day

- 32.2. Part time ISU employees whose normally scheduled hours fall on a holiday or on a weekend when the College is closed, may with supervisor approval, flex those hours within the same pay period so long as the hours worked in any one week do not exceed forty.

**ARTICLE 33: WORK AS SUBSTITUTES OR PART TIME FACULTY**

- 33.1 Bargaining unit employees who are eligible may be required to work as substitutes for faculty with prior authorization of the Dean or designee or if assigned by the Dean or designee. In the event such authorization is obtained, the following provisions shall apply:

33.1.1 Normally, the employee's normal work schedule shall be adjusted so that working as a substitute does not result in the employee working more than forty ( 40) hours calculated over their designated 7 day work period. The 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. This amount shall be the total compensation for such time and shall not be in addition to the employee's regular pay for such time period.

33.1.2 The adjustment of the normal work schedule must be approved by the Dean or designee.

33.1.3 Pay shall be calculated to the nearest quarter hour.

33.1.4 Upon conclusion of the substitute assignment the employee shall continue his/her regular duties and shall be paid his/her regular hourly rate of pay.

33.1.5 Bargaining unit members who are eligible to apply may be selected to work as part time instructors. The provisions of this Agreement do not apply to such part time work. Employees recognize that although it may be accommodated, the College has no obligation to accommodate a part-time teaching schedule or other additional employment that a bargaining unit employee may obtain, by altering the employee's work schedule.

**ARTICLE 34: AGREEMENT COPIES**

This agreement shall be posted on the CNM website as a single searchable document.

## **ARTICLE 35: EVALUATIONS**

- 35.1 The general purpose of evaluations is to improve employee performance and behavior by providing feedback in order to enhance the quality of instructional support. However, it is recognized that the evaluation may be relied upon by the College to support disciplinary action against an employee should such action become necessary.
- 35.2 Employees will be evaluated at least once a year. The evaluation will be in writing and shall be presented and discussed at a conference with the employee's evaluator.
- 35.3 In the event an employee disagrees with the contents of his/her evaluation he/she may respond to the evaluation and have said response attached to the evaluation.
- 35.4 The existence of an evaluation system shall in no way be construed in such a manner as to prohibit the discipline of any employee. The parties further agree that the lack of technical compliance by the College with any of the provisions of the evaluation system shall not preclude the discipline of an employee.
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## **ARTICLE 36 STUDENT SUCCESS**

- 36.1 The parties recognize that enhancing the quality of instructional support means employees support CNM's mission and goals, with the College's primary focus being on student success. To that end, CNM's objectives are as follows:
- a) increase student retention;
  - b) improve graduation rates;
  - c) strengthen academic performance by focusing on strategies that include improving student success indicators.
- 36.2 The employees, supervisors, and faculty recognize the importance of these goals and agree to collaborate to:
- a) identify at risk students in order to increase the number of students who request and utilize CNM's tutoring services;
  - b) expand the number of tutors embedded in courses;
  - c) track student success in particular courses.

## **ARTICLE 37: COMPLETE AGREEMENT**

- 37.1 The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this agreement. 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.

- 37.2 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 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 College, 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 or negotiate 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.
- 37.3 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 shall 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: INSURANCES**

- 38.1 The College shall continue to offer group health, disability, dental, vision and life insurance options to eligible employees.
- 38.2 The College's premium contribution for the group health, disability, dental and vision plans shall be governed in accordance with applicable law. The College shall continue to pay 100% of the basic life insurance premium and long term disability premium for eligible employees.
- 38.3 Employees shall continue to be permitted to participate in tax-deferred annuity and cafeteria plans on a voluntary basis in accordance with College procedure.
- 38.4 Employees who participate in voluntary life insurance shall pay 100% of the premium.
- 38.5 Employees who choose to participate in these insurance programs will have their premium payments deducted through payroll deductions for all coverage. Employees who do not receive a paycheck for any reason, will be responsible for making the required premium payments in order to retain insurance coverage. Employees will be given the opportunity to pay the missed premium before coverage is cancelled. At a minimum, notice of the requirement to pay missed premiums will be sent via CNM email.

**ARTICLE 39: DURATION**

This Agreement shall become effective upon signature of the parties and will expire on August 31, 2025. During July 2023 and 2024, either party may open negotiations on the limited issues of compensation and a maximum of two other non-economic items per party.

If the parties do not open negotiations during the intervening years of the contract as delineated in the paragraph immediately above, increases approved by the Board will be provided in accordance with Governing Board resolution.

**ARTICLE 40: SIGNATURES**

IN WITNESS THEREOF, the parties hereto affix the signatures of their respective officers and representatives and approve the collective bargaining agreement between the College and the Instructional Support Unit, CNM Employees Union.

Instructional Support Unit Employees

By: [Signature]  
President

Date: 9-1-22

By: [Signature]

Date: 9/1/22

Central New Mexico Community College

By: [Signature]  
President

Date: 9.1.2022

By: Thomas A Manning

Date: 9-1-22