

New Mexico Highlands University

COLLECTIVE BARGAINING AGREEMENT

July 2016 – June 2019

Approved by: NMHU Faculty Association

Thursday, April 6, 2017

Approved by: NMHU Board of Regents

Friday, April 21, 2017

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ARTICLE 1**AGREEMENT**

This Agreement is made and entered into by and between New Mexico Highlands University, hereinafter referred to as the "University," and the New Mexico Highlands University Faculty Association, hereinafter referred to as the "Association."

ARTICLE 2

DEFINITIONS

- 2.1 Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement.
- 2.1.1 "Bargaining Unit" shall mean all tenured and tenure-track faculty members at NMHU with less than 50% administrative reassigned time.
- 2.1.2 "University" shall mean New Mexico Highlands University or NMHU.
- 2.1.3 "Association" shall mean the New Mexico Highlands University Faculty Association.
- 2.1.4 "Board" shall mean the New Mexico Highlands University Board of Regents.
- 2.1.5 "Faculty" shall mean all Bargaining Unit faculty members unless explicitly stated otherwise.
- 2.1.6 "President" shall mean the chief executive officer of New Mexico Highlands University.
- 2.1.7 The use of the term "Chair" shall mean the Department Chair for each academic unit with a designated Chair, and the Dean of the School for those academic units without a designated Chair.
- 2.1.8 The use of one gender term shall be interpreted as including the other gender.
- 2.1.9 "Day" shall mean one working day when the University is open.
- 2.1.10 "Administration or Administrator" – Shall mean any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Academic Affairs, President, or their designee.
- 2.1.11 "Deadline" –Any deadline in the agreement that falls on a non-working day shall be moved to the next working day.

ARTICLE 3**RECOGNITION**

The University recognizes the Association as the sole and exclusive representative of the members of the Bargaining Unit for purposes of collective bargaining with the University. This Agreement acknowledges the Faculty, through the Faculty Senate, as a partner in shared governance with the University's Administration and Board of Regents.

ARTICLE 4

AGREEMENT CONTROL

- 4.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the State of New Mexico.
- 4.2 If any University policy, regulation, or directive conflicts with any provision of this Agreement, the Agreement provision will control. Any changes to university policy affecting working conditions shall be negotiated through collective bargaining.
- 4.3 This Agreement may only be modified or waived through a written agreement between the parties.
- 4.4 The University will not implement any change that specifically conflicts with, and will abide by, the terms of the Agreement.
- 4.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied to all members of the Bargaining Unit.
- 4.6 This Agreement supersedes *The Faculty Handbook* with respect to members of the Bargaining Unit for any matter addressed in this Agreement. For those issues not covered in this Agreement, but covered in *The Faculty Handbook*, the most recent *Faculty Handbook* shall apply.

ARTICLE 5

FUTURE NEGOTIATING PROCEDURES

- 5.1 Negotiations for a successor agreement may be initiated when either party submits a notice to the opposite party requesting the commencement of negotiations. The party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations within ten (10) work days of receiving the notice. The notice of request to commence negotiations shall be sent no earlier than November 1st of the academic year of the entire Agreement's termination date (Article 25 - Salaries will be bargained each year beginning the first of February). In the event that the State of New Mexico authorizes a salary increase, then Article 11, Fringe Benefits, and Article 12, Workload, shall be renegotiated. However, with the agreement of both the Administration and Association, any article can be re-opened at any time during the academic year.
- 5.2 If the parties have not reached agreement on a successor agreement before this Agreement terminates, the Agreement shall remain in full force and effect until a successor agreement is negotiated and ratified.
- 5.3 An impasse in collective bargaining negotiations shall be resolved in accordance with the procedures set forth in the "New Mexico Highlands University Labor Management Relations Resolution"
- 5.4 All proposals shall be submitted both in writing and electronically in an editable document. All changes shall include original contract language and the language from the most recent proposal.

ARTICLE 6**NO STRIKE OR LOCKOUTS**

- 6.1 The Association and its members will not encourage, support or participate in any strike as defined in the "New Mexico Highlands University Labor Management Relations Resolution."
- 6.2 The University will not cause, instigate, or engage in lockouts of faculty.

ARTICLE 7

INDIVIDUAL FACULTY RIGHTS

- 7.1 The university administration will conduct all electronic communications with faculty through the university email system. The only exception to this policy is when the administration responds to a faculty member's message that is sent from a private email account: in such cases, the response is to be considered "official".

While recognizing that many faculty have no summer duties, they are strongly urged to check their Highlands email accounts regularly, as there could be information sent to those accounts that will have immediate benefit or relevance to them (for example, health insurance updates) or that will require action within fixed time constraints.

Members of the Bargaining Unit may use University phones, fax machines, computers, email, internet connections, and copiers (hereinafter referred to collectively as "University resources") for personal use, including Association activity, consistent with this article. Faculty members should be mindful of the necessity for conducting themselves with the highest ethical principles; of avoiding any action that may be viewed as a violation of the public trust in the use of these University resources; and of their responsibility to act so that others are not deprived of access to these same resources as they perform their duties. It is the faculty member's responsibility to ensure that his or her use of University resources cannot be misconstrued as the actions of the University. Faculty members do not have a right or expectation to privacy as it relates to information or data contained on, or accessed through, such University resources.

- 7.2 The obtaining or viewing of information or data contained on, or accessed through, University resources will occur only under the following conditions: a) the University Affirmative Action Officer is physically present and b) the said purpose of obtaining information or data is stated in writing and authorized by the President of the University. Any information or data obtained shall be held in strict confidence and released only to the University Administration and to the Faculty Affairs Committee, if appropriate. The use and release of any information or data obtained shall follow State and Federal statute. Faculty members are responsible for the safekeeping and care of University resources in their possession.
- 7.3 General Guidelines: The personal use of such University resources is permitted only in compliance with the criteria listed below.
- 7.3.1 The cost to the University must be negligible.
- 7.3.2 The use must in no way undermine the use of University resources for official purposes.
- 7.3.3 The faculty member must make clear that the use neither expresses nor implies sponsorship or endorsement by the University.

- 7.3.4 The use must not interfere with a faculty member's obligation to carry out University duties.
- 7.3.5 The use must be consistent with State and Federal laws regarding, obscenity, and libel, as well as State and Federal laws and University Policies prohibiting the use of University resources for political activity and the marketing of products or services.
- 7.3.6 Users should be aware that internal or external audits or other needs may require examination of uses of University resources and should not expect such uses to be free from inspection.
- 7.3.7 Personal mail shall not be sent using university-paid postage.

In applying these guidelines, each case will depend upon the particular circumstances and other important factors, such as materiality or reasonableness. Faculty members should consult with their Chair in advance if they have any questions about appropriateness of certain practices.

- 7.4 University desk phones and fax machines are for business purposes. As such, personal calls and faxes should be kept to a minimum. In the event that it is necessary to make a personal long distance call, the call should be charged to a faculty member's personal credit card or home phone whenever possible. If a personal long distance call or fax is charged to a University desk phone or fax machine, the faculty member is responsible for identifying that the call is personal on the monthly statements sent from Information and Technology Services and for reimbursing the University for such calls.

7.5 Faculty Student Relationships

The paramount responsibility of each faculty member is teaching and advisement. It is imperative that the integrity of this relationship remain professional. This relationship entrusts the faculty member with authority over the student as mentor, educator, and evaluator. This relationship must be protected from influences or activities that may interfere with this authority. Whenever a faculty member is responsible for the academic supervision of a student, a romantic or sexual relationship, even if consensual, is inappropriate, unacceptable, and punishable under Article 16 of this Agreement, unless fully disclosed and appropriate accommodations are approved by the VPAA.

7.6 Intellectual Property

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

ARTICLE 8

ASSOCIATION RIGHTS

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

- 8.1 Use of Bulletin Board Space. The Association shall be permitted to use bulletin board space on faculty bulletin boards in academic buildings on University campuses to post Association announcements and information. No material that is libelous, of a partisan political nature, or which is of a personally derogatory nature shall be posted by the Association. The University may remove any material that violates this provision and shall provide written notification to the President of the Association of such removal.
- 8.2 Use of University Property. The Association shall be allowed to schedule and conduct meetings at University campuses by reserving space for such meetings in accordance with policy or approved procedures established by the University as long as doing so does not interfere with instruction or administrative activities.
- 8.3 Use of University Mail and Email. The Association shall have the right to use campus mail and electronic communication such as email for Association business and to communicate with the members of the Bargaining Unit.
- 8.4 University Website. The Association shall have the right to place a link to the Association's web page on the University website which will take the user to a disclaimer page with the following message:

“The following link is an external website managed by the NMHU Faculty Association, and does not necessarily reflect the views of New Mexico Highlands University.”

No material that is libelous or of a personally derogatory nature shall be posted on the Association's website.

ARTICLE 9

MANAGEMENT RIGHTS

- 9.1 Reserved Rights. The University's right to manage its business and affairs, to hire, terminate, promote and direct the workforce, is unqualified so long as this right is not expressly abridged by a provision of this Agreement.
- 9.2 Sole and Exclusive Rights. The sole and exclusive rights of management, except to the extent abridged by this Agreement, shall include, but are not limited to the rights listed below.
- 9.2.1 To interpret the mission of the University and the methods and means necessary to efficiently fulfill that mission; including organizational structure, the contracting out for or the transfer, alteration, curtailment, or discontinuance of any services.
- 9.2.2 To determine the size and composition of the faculty.
- 9.2.3 To hire, assign, transfer, and promote faculty.
- 9.2.4 To discipline faculty and to terminate faculty for just cause.
- 9.2.5 To schedule hours and assign workload.
- 9.2.6 To appoint and remove academic deans, chairs, and coordinators.
- 9.2.7 To formulate financial and accounting procedures.
- 9.2.8 To make technological improvements and change production methods.
- 9.2.9 To promulgate and require faculty members to observe University rules and regulations.
- 9.2.10 To subcontract work for business reasons.
- 9.3 Incorporation by Reference. It is acknowledged by the parties that there are statutes, regulations, and University policies that are and have been operative in the administration of the rights, entitlements, and responsibilities hereunder (i.e., insurance, travel, judicial or administrative redress, etc.), and that such enactments, promulgations, and adoptions are subject to change and repeal at the discretion of the University. To the extent such changes or repeals may occur during the term of this agreement, the results are deemed to be part of this agreement.

ARTICLE 10

OUTSIDE EMPLOYMENT

- 10.1 The primary responsibility of faculty members is to render to the University her/his most effective commitment to teaching, scholarship, and service. At the same time, consulting and other outside activities of a professional nature are encouraged by the University where such activities give the faculty member experience and knowledge valuable to professional growth and development. These activities may help the faculty member make worthy contributions to knowledge, or contribute to instructional programs, or otherwise make a positive contribution to the University, community, or profession (discipline).
- 10.2 No outside service or enterprise, professional or other, should be undertaken that interferes with the faculty member's primary responsibility to the University. While a faculty member is allowed to engage in outside professional activities, this must be clearly subordinate to his or her teaching, advising, research, and University service responsibilities.
- 10.3 The faculty member should, in writing, inform and request approval from the Dean prior to taking on an outside activity that requires anything more than a *de minimus* amount of the faculty member's time. Such planning is in the best interest of the faculty member, the School, the College, and/or the Department and the University. The University and the Association agree that a full time faculty member's position with the University shall be his primary source of employment. The categories for the various degrees of involvement in outside activities are listed below.
- 10.3.1 The faculty member does not have to inform the dean nor obtain approval. This category would consist of activities such as attending professional meetings, writing books, giving occasional speeches and lectures, refereeing manuscripts, and outside activities that are personal.
- 10.3.2 The faculty member would be required to inform the dean, but would not be required to obtain approval. This category would consist of activities such as occasional outside consulting activities, holding office in scholarly or professional organizations, and assuming editorial duties for a journal.
- 10.3.3 The faculty member would be required to inform the dean and obtain prior approval. This category would consist of activities such as consulting more than one day per month, teaching for another institution, and operating a personal business.
- 10.4 Faculty members involved in outside employment activity must complete an annual disclosure form. If an activity presents a potential conflict of interest, it will be handled according to the guidelines as described in the NMHU Research Handbook

http://www.nmhu.edu/FacultyStaff/research/reseachhandbook/chp9_conflict_of_interest/index_sec9_conflict_of_interest.aspx

ARTICLE 11

FRINGE BENEFITS

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

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

SHARED COSTS BENEFITS:

Health insurance

NMHU provider is the NM General Services Division (GSD)/Risk Management Division (RMD) and the costs are shared between employer (NMHU) and eligible employee distributed at this rate of 63% employer (NMHU) and Employees share is 37%. Services include:

Medical Coverage option that includes a prescription drug carrier

Dental Coverage

Vision

Educational Retirement options

NM Educational retirement board (ERB) is a shared rate by NM Statute. The rate for FY2017 based on gross pay for the employee is 10.7% and employer (NMHU) 13.90%.

An Alternative Retirement Plan (ARP) is available to new faculty who meet eligibility requirements.

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

Retiree Health Care

NM Educational retirement health care is a shared rate by NM Statute. The rate for FY 2017 based on employee's total gross pay. The distribution is the following: employee is 1% based on the total gross pay and an employer (NMHU) is 2% based on employee total gross pay.

Workers compensation (paid by NMHU and employee quarterly) amount determined by the law.

OTHER BENEFITS PAID BY NMHU OR NM GSD/RMD

Life insurance via automatically for the employee, Term Life (Basic) \$50,000

Employee Assistance Program – professional and confidential counseling program designed to assist employees and their family members with anything they perceive to be a problem.

The University pays costs for unemployment insurance,

Educational opportunities

Employee Tuition Waivers up to 18 credit hours per academic year (paid by NMHU/fees paid by employee).

Dependent Tuition Waivers up to 18 credit hours per semester (tuition paid by NMHU/fees paid by employees dependent). This program applies to NMHU offered courses only. Eligible dependents including a legal spouse, domestic partner (affidavit of Domestic Partnership must be filed with Human Resources), and any naturally, legally adopted, or step-children who, as of the original application deadline, are unmarried and have not reached age of twenty-five (25).

The amount of the tuition benefit will be reduced by the amount of tuition waived by any other tuition waiver or tuition scholarship.

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

EMPLOYEE PAID BENEFITS

(Contact NMHU Human Resources Department for details and annual or per pay period costs. Some insurances and benefits are provided by the State of New Mexico and are subject to change.)

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

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

Disability – The State of New Mexico Disability Policy is a self-insured plan, which was created to provide financial assistance to those that are unable to work for a period of time and lose income due to a sickness or injury (if not receiving Workers compensation). The Disability Plan is not available to dependents. Participation in this Plan is voluntary. The premium is 100% paid by the employee after-tax. For more details about the plan, please see the separate Disability Policy found on www.mybenefitsnm.com . Contact the Human Resources Department for Details.

Supplemental Retirement Plans

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

Voluntary Supplemental Accident, Cancer Disability Insurances offered by various carriers paid by employee. For a complete list of other supplemental insurances, please contact NMHU's human resources department.

ARTICLE 12

WORKLOAD AND WORK HOURS

- 12.1 The normal teaching load is 24 credit hours per academic year with the exception of first year HU faculty who will teach 18 credit hours during their first year of service. Overloads are discouraged by the Higher Learning Commission and other accrediting bodies. However, under exceptional circumstances, overloads may be granted. Faculty members who are asked to teach in excess of 24 hours per academic year will receive overload contracts.

For the following workload credits to be applied, the student must be registered for credit.

- 12.1.a Faculty members shall be given 1 teaching credit hour workload credit for every completed thesis, publishable paper(s), graduate Capstone portfolio, or graduate field project for which they served as supervisor or chair.
- 12.1.b Faculty members shall earn 0.33 teaching credit hour workload for every independent study, independent research, case study, or directed study for which they were the instructor of record. No faculty member shall accrue more than 1 teaching credit hours under this provision per academic year.
- 12.1.c Faculty members can bank their accrued workload credits and apply them against their teaching load with the following restrictions:
- 12.1.c.1 Because of scheduling constraints, the workload credits may not be used the semester immediately following the acquisition of such credits.
 - 12.1.c.2 No more than the equivalent of 3-4 credit hours of workload credits may be applied during any single semester.
 - 12.1.c.3 The Administration can, because of financial constraints and/or teaching needs, disallow a faculty member to use the banked hours for up to one academic year.
- 12.2 The Faculty Association President shall have the right to take 0.25 FTE reassigned time. The Faculty Association will reimburse the University at a rate equivalent to the rate for overload pay in Article 25, plus fringe benefits.
- 12.3 Final preparation and submission of teaching schedules and mode of delivery shall be the responsibility of the Chair in consultation with the faculty in each discipline. Schedules will be submitted to the respective Deans for review and approval after agreement by the Department/School faculty in a department or discipline meeting.
- 12.4 During or prior to the semester, requests for changes in a faculty member's teaching schedule, reassigned time, and/or the mode of delivery of a course may be initiated by the faculty member, Chair, or Administrator. An Administrator may approve requested changes only

after consultation with the faculty member and Chair, who will agree upon a set of deliverables that align with the University Mission and Goals.

- 12.5 Faculty members are required to be available, in person, or on the campus or campuses to which they are assigned to teach, five (5) hours per week, over at least three (3) days, during normal working hours. Normal working hours are here defined as between 8:00 am and 5:00 pm, Monday through Friday, unless the faculty member teaches evening or weekend classes, in which case the office hours must be kept as appropriate for that faculty member's normal teaching schedule. Any proposed deviation from these requirements must be justified in writing and approved by both the Chair and the Dean. Office hours shall be posted on the faculty member's office door and on Banner Web.
- 12.6 Members of the full-time faculty are engaged and paid on the basis of an academic year contract, including days when the university is open and classes are not in session.
- The work year is normally defined by the academic calendar, which is approved by the Faculty Senate. Participation in faculty development days and commencement exercises is required. Unapproved absences will result in a reduction of the term of a faculty member's contract by the number of days absent from work, and a salary reduction commensurate with the reduced contract term. Under exceptional circumstances an absence may be approved by the Dean.
- 12.7 Whenever a faculty member has to be absent during the time of scheduled classes, a written request indicating a reason for the planned absence and the provisions for classes to be missed must be submitted to the Chair for approval. In any event, every effort should be made to find alternatives (e.g., substitute instructors, work assignments) to the cancellation of classes.
- 12.8 For unforeseen absences due to emergencies, the faculty member shall notify the Chair so that steps for meeting or canceling class may be taken.
- 12.9 The University does not attempt to enforce an eight hour working day for teaching faculty. However, faculty members who are absent from their offices during normal working hours should leave with their secretaries information as to where they might be reached.
- 12.10 Faculty members are required to provide their personal telephone number and mailing address to the Chair.
- 12.11 Failure to comply with all conditions set forth in this Agreement may lead to progressive discipline, including reprimand and/or termination for cause.
- 12.12 Compensation for the Department Chair

Compensation for Department Chairs may be provided by reassigned time during the academic year and by a separate contract for duties between academic years (May-August).

- 12.12.1 The Chair of a department composed of five or more faculty full-time equivalent (FFTE) shall be provided one course release each semester, of ten or more the chair will be

provided three course releases over the course of the year. For the purposes of this contract FFTE is determined by the number of tenured, tenure-track, term and per course faculty and graduate teaching assistants (GTA). Per course faculty and GTA's will be calculated as

.20 FFTE for every six (6) credits taught during an academic year.

Other factors that may be taken into consideration will include the number of faculty supervised, the number of disciplines within the department, the number of student credit hours generated, the number of majors, significant initiatives undertaken by the department in a given year, and additional oversight duties required of the Chair.

Reassigned time shall not necessarily be granted for Chairs of departments composed of fewer than five FFTE.

12.12.2 Between academic years, the Chair is required to perform the duties of the position for a period of 160 hours. The schedule will be determined by the Dean and the Chair. The agreed upon schedule will be submitted to the Vice President for Academic Affairs by the first Monday following Commencement. The Chair will be expected to: 1) ensure that there is Departmental representation during Freshman Orientation, 2) initiate Summer and/or Fall schedule changes, 3) provide student advisement, 4) address other departmental and/or university needs as necessary, including serving on committees or task forces held between academic years.

12.12.3 For duties in the period between academic years, the Chair shall receive a separate administrative contract with compensation at a rate of one ninth (1/9) of his or her previous academic year base salary.

12.12.4 With the Dean's approval, the Chair may also teach one course during the summer session for additional compensation on a per course contract at the per- credit hour rate. Under unusual circumstances, overloads may be assigned.

12.13 Faculty have the option to receive a one-time phased stipend of \$1000 for development of an innovative, high-impact, mode of delivery for a new or existing course as described below

Interested Faculty shall submit a proposal to the Administration outlining their plan for new course delivery by the end of the fourth week of classes two semesters prior to the course offerings. Proposals will be evaluated by the Academic Affairs committee, with a recommendation made to the VPAA for final approval. Courses that support university priorities (e.g., development of online course offerings, learning communities, or courses that are offered during the summer) may be given priority for funding. Faculty will receive \$250 for successful development of the new course following completion of professional development training offered by the Center for Teaching Excellence. The balance of \$750 will be paid following the successful completion of the course the first time it is offered, so long as it meets minimum class enrollments. The expectation is that the course will be offered within two semesters of approval.

12.14 In an effort to reduce the cost of textbooks for students, a faculty member who uses 75% of the course materials required in their normal teaching load from free or open source, the faculty member will be paid an additional one-time stipend of \$200 per course. Verification of

compliance will be made by the Chair and administration.

- 12.15 When compensation is available for Center for Teaching Excellence (CTE) activities, participating faculty shall be compensated equally for completing the same objectives. Compensation will be determined by the CTE Advisory Council and in concurrence with the Administration.

ARTICLE 13

WORK UNDER EXTERNAL FUNDING

Certain externally funded grants provide funds for reassigned time as part of the grant award. It is incumbent upon the faculty member to request and receive permission from both the Chair and the School or College Dean to submit a grant proposal that contains a request for reassigned-time funding. Once the grant is awarded, the faculty member will receive the reassigned time, unless the VPAA determines that student enrollment and/or necessary course offerings, plus the failure of a legitimate effort to find replacement faculty, dictate circumstances that require that the faculty member forego his or her reassigned time for the purpose of teaching.

Faculty members participating in grant proposals should ensure that those proposals include provisions for reassigned time, if appropriate, to enable reimbursement to the University, and to allow for faculty participation in that reassigned time from normally assigned teaching duties. In cases where reassigned time from teaching duties is not feasible, the faculty member may be provided an administrative "overload" supplemental contract for additional duties incurred with the grant with the following provisos:

1. The administrative "overload" supplemental contract amount will not exceed 15% of the faculty member's academic year contract amount;
2. The School and/or discipline will not be adversely affected by the faculty member's involvement in the project;
3. The funding agency approved the project without reassigned time; and
4. The funding agency allows supplemental overload contracts.

Faculty members who receive a 100% externally funded summer session contract (may be up to 3/9 months of the academic year contract) are ineligible for teaching contracts during this period.

ARTICLE 14

SABBATICAL LEAVES

A sabbatical leave is awarded to provide time and resources for qualified Bargaining Unit members to revitalize themselves through writing, scholarship, travel, research, and/or further formal educational study, which will contribute to the member's ability to discharge his or her obligations to the University. Sabbatical leave must be for the demonstrable benefit of the University in meeting its responsibilities of teaching, scholarship, service, and the advancement of knowledge, and must contribute to the further development of the Bargaining Unit member as a teacher and scholar.

Funding for sabbatical leaves will normally be included in the university budget but will be limited by the fiscal resources of the institution and by staffing considerations. The leaves will be granted on the basis of the quality of the proposal, with the approval of the President of the University.

There will be no loss of fringe benefits during the sabbatical and no break in years of service. Time spent on sabbatical leave shall count as full-time service at the University for purposes of promotion and other salary and retirement conditions. However, if the faculty member fails to return to NMHU following the sabbatical, the faculty member must reimburse the University salary and contributions for benefits and retirement, and other University incurred expenses.

There will be automatic reinstatement of the Bargaining Unit member to the assignment held prior to the sabbatical.

Upon request, the Faculty Association will receive a list of those who applied for sabbatical, and those who are granted one, along with a notice of replacements hired or assigned to the Bargaining Unit member's workload.

No member shall lose entitlement to consideration for a sabbatical leave because of failure to use a sabbatical leave due to scheduling or personal issues affecting his or her planning. The faculty member may reapply during the next cycle.

The deadline for faculty applications will be November 1. Faculty members may apply for sabbatical leaves for the next academic year or the year following. The deadline for the administrative decision to grant a sabbatical(s) will be April 1 of the academic year in which the application is received. However, sabbaticals awarded a year in advance may be withdrawn for fiscal reasons or staffing considerations up to one semester prior to the scheduled start of the sabbatical.

Sabbatical leaves are competitive and will be awarded on the basis of merit and available resources. The number of awards for a given year will normally be limited to no more than 5% of the faculty.

14.1 Criteria

Sabbatical Leave proposals will be evaluated by the following criteria:

1. Teaching Effectiveness. The leave proposal should indicate how the applicant's effectiveness in future teaching responsibilities will be improved by the proposed travel, study, and/or research.
2. Program Development. The extent to which the present and future programmatic needs within the member's curricula will benefit from the faculty member's proposed travel, activity, and/or research.
3. Professional Growth. The proposed travel, activity, and/or research should contribute to the faculty member's effectiveness in his/her area of specialization. Specifically, how will the leave time be used to make the applicant more knowledgeable about his/her field.
4. Professional Status
 - a. A minimum of six years of service at NMHU.
 - b. A minimum of six years since the last sabbatical leave.
 - c. Assessment of previous leaves, if any, as documented by the required final report(s).
 - d. The applicant has achieved the rank of Associate or Full Professor.
5. Internal and External Constraints
 - a. Faculty member's obligations and/or commitments to previous university agreements.
 - b. The existence of any partial funding sources (e.g. grants).
 - c. The time line in which the activity or research can be conducted.

14.2 Proposal Outline

Sabbatical leave proposals must contain at least the following materials in narrative form:

1. Abstract

The abstract should be a 50-100 word summary of the proposal.
2. Introduction, Purpose, and Rationale
 - a. The overall purpose of the leave activities.
 - b. A justification for the project.
 - c. The background material used to justify the proposed activity or research.
 - d. A report of previously conducted projects if relevant to the current, proposed activity.
 - e. The specific objectives of the activity stated in testable hypotheses and/or measurable outcomes.
 - f. A description of the how the proposed activity is of significance.
3. Methods or Plan of Action
 - a. Briefly outline activities or the research design.

- b. Provide a timeline that indicates the semester/semesters of leave time, the dates of any deadlines, and the intended distribution of effort over the specified time.
- 4. Evaluation
 - a. Describe the expected results of the activity or research.
 - b. Indicate how the results will be assessed.
- 5. Anticipated Benefits
Describe anticipated benefits to self, discipline, and university.
- 6. Affirmation of Intent to Return to NMHU
 - a. The affirmation should include the intent to return to NMHU for a period of at least one academic year of service, unless a shorter period of service is approved by the VPAA.
 - b. The affirmation should also contain a commitment to provide the Dean, the Vice President for Academic Affairs, and the Faculty Affairs Committee with a written summary report within thirty (30) days of return to service. (ref 14.4.7)
 - c. The faculty member must prepare and present a report of the sabbatical experience and results during the next Faculty Development Week or Research Day.
- 7. If, after a leave has been awarded, significant changes are made in objectives, locations, or other vital aspects of the project design, the changes must be approved by the Chair, the Dean, and the Vice President for Academic Affairs.

14.3 Review Time Frame

The University President will consider the sequential recommendations of the concerned School and/or Department, the Faculty Affairs Committee, and the Vice President for Academic Affairs. A summary of the recommendations made at each of the sequential levels will be forwarded to the next higher level.

Briefly the steps are as follows:

- 1. The VPAA announces to all bargaining unit faculty the timeline for sabbatical applications by September 15th.
- 2. The faculty member informs the Office of the Vice President of his or her intent to apply for a sabbatical by October 1st. The VPAA determines eligibility and informs the prospective applicant of the result by October 15th.
- 3. Submission of application by November 1st.
- 4. Departmental Review
 - a. If the Department supports the proposal by majority vote, it is forwarded to the Dean and the Faculty Affairs, along with a statement of resource needs during

the sabbatical period.

- b. If the Department does not support the proposal, the sabbatical leave is denied and the Chair will notify the faculty member.

5. **Concurrent Reviews of Dean and Faculty Affairs**
The Dean will review the applications, inform the faculty member and Chair of his or her recommendation, and forward the proposal to the VPAA. The Faculty Affairs Committee will review those sabbatical proposals submitted to them and forward a recommendation to the VPAA.
6. **Vice President for Academic Affairs**
The VPAA will review the proposals and make a final decision.
7. Notification of the applicant should be no later than March 1st.

14.4 Conditions

Sabbatical leaves are subject to the following conditions:

1. Sabbatical leaves will be granted for a period of one semester at full pay OR for two semesters at half pay. The time spent on sabbatical leave shall count as full-time service (subject to ERB policies and guidelines).
2. Normally, sabbatical leaves for faculty cannot begin until the end of the academic year in which the application has been made and approved.
3. A faculty member on sabbatical leave is prohibited from all teaching, research, administrative, and committee duties outside the scope of his or her sabbatical application for the duration of the leave, with the following exceptions: A faculty member at his or her own discretion may supervise graduate students, earn workload credit for completed graduate work as per 12.1.a. of this agreement, and participate in the tenure and promotion process for colleagues.
4. Additional income--for example, grants-in-aid or fellowships--may be accepted during the leave provided the activity for which the income is received contributes to the faculty member's professional development and does not detract from the accomplishment of the activities set forth in the sabbatical leave proposal as submitted to the University.
5. Sabbatical leaves cannot be granted when an ongoing program of instruction or research will be jeopardized. The Chair must attest to the ability of the academic unit to adjust the responsibilities of the person on leave.
6. A faculty member receiving a sabbatical leave in one fiscal year can postpone it to a subsequent year only at the University's request. If the delay is requested by the faculty member, then he/she must reapply and be considered with all other new applications.

7. Within thirty (30) days following the faculty member's return to the University, unless special provisions are made, the faculty member must submit a written report to the Faculty Affairs Committee and the Dean. This final report must state the proposed activities and goals of the leave and contain a summary of work completed towards the goals. It must also indicate how the new knowledge will be utilized to enhance the faculty member's performance within the University community. The report will be reviewed and forwarded to the Vice President for Academic Affairs. A copy of the report will be kept in the faculty member's personnel file and may be consulted as part of the application process should the faculty member apply for a subsequent sabbatical.

ARTICLE 15**ACADEMIC FREEDOM**

The parties agree and declare that academic freedom is guaranteed to faculty members, subject only to accepted standards of professional responsibility, including, but not limited to, those herein set forth.

1. The parties to this agreement recognize and accept the importance of academic freedom to teaching and learning. Academic freedom includes the right to study, discuss, investigate, teach, and publish. Academic freedom applies to both teaching and research. It includes the freedom to perform one's professional duties and to present differing and sometimes controversial points of view, free from reprisal.
2. The concept of academic freedom is accompanied by an equally demanding concept of responsibility. The faculty members are members of a learned profession. When they speak or write as citizens, they must be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As learned people and as educators, they should remember that the public may judge their profession and their institution by their statements. Hence, they should strive to be accurate, exercise appropriate restraint, show respect for the opinions of others, and indicate, when speaking as citizens, that they are speaking only for themselves.

ARTICLE 16

EMPLOYEE INVESTIGATIONS

- 16.1 The University has the right to investigate all allegations of faculty misconduct.
- 16.2 A faculty member may be placed on administrative leave with pay during an investigation involving the faculty member.
- 16.3 When necessary, during an investigation, the university may enter a faculty member's office. The Association shall be invited to have an Association representative present.
- 16.4 When the faculty member is under investigation, the faculty member may be represented by an Association representative in any meetings with the University.
- 16.5 During an investigation, no documentation or information related to the matter under investigation will be placed in the faculty member's personnel file or released publicly. If the investigation does not result in disciplinary action, no documentation will be placed in the faculty member's personnel file.
- 16.6 The Association and the University agree that the general purpose of discipline is to correct unsatisfactory performance and/or misconduct (except in cases of Dismissal for Cause, covered by Article 28). Progressive discipline normally begins with the least severe discipline and progresses to more severe discipline depending upon the circumstances. Examples of the least severe discipline consist of verbal warnings and written reprimands.
- 16.7 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 29 if the action is alleged to constitute a violation of this Agreement. Dismissal may be grieved as per Article 28.
- 16.8 The parties acknowledge the need for expeditious investigations and agree to cooperate in achieving that goal.
- 16.9 If the Administration is notified of an allegation of misconduct against a faculty member and the subsequent investigation clears the faculty member, or is unable to substantiate the allegation, the investigation should stop. The unfounded allegation cannot then be raised again by the University at a later date without new and compelling information.

ARTICLE 17**PERSONNEL FILE**

- 17.1 The University shall maintain one (and only one) official personnel file for each member of the faculty. The file will be located in the Office of Human Resources.
- 17.2 A faculty member will be permitted to review the material contained in his or her file.
- 17.3 The University will provide a faculty member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the faculty member. The faculty member may submit a written response to any document placed in the faculty member's personnel file. This response shall also be placed in the faculty member's file.
- 17.4 A faculty member may be accompanied by an Association representative while reviewing his or her file. In addition, a faculty member may allow an Association representative to view his or her file provided that the faculty member makes such authorization in writing. The Human Resources Director or his or her designee must be present during any review of personnel files.
- 17.5 A faculty member may request a copy of his or her personnel file at any time. The copy will be made available to the faculty member within three (3) working days at the current cost per copy.
- 17.6 Faculty members may also place in their file materials relevant to their academic qualifications, teaching, research, scholarship, and service.
- 17.7 If a member of the Bargaining Unit considers material in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request the VPAA in writing that the material be removed. The VPAA shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the VPAA explains to the faculty member why it is still relevant. However, "core documents" such as contracts, legal settlements, and notices of disciplinary action, shall remain in a faculty member's personnel file irrespective of age.
- 17.8 All material placed in a faculty member's file is subject to the grievance procedure if the placement is alleged to violate this Agreement.

ARTICLE 18

LEAVES OF ABSENCE

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

18.1.1 Sick Leave

- a. Bargaining Unit members shall earn twelve (12) hours of credit for sick leave with pay each month during the academic year. First-year Bargaining Unit faculty shall be awarded 54 hours of sick leave with pay with their initial contract and shall earn 12 hours of credit for sick leave with pay for each month during the academic year beginning with their second semester of employment. Faculty members who are appointed less than full-time shall earn sick leave with pay on a pro rata basis. Sick leave may be accumulated up to 1040 hours. No additional sick leave with pay beyond that accumulated shall be granted. Faculty members shall be responsible for immediately reporting an absence to the appropriate chair, and if unavailable, the appropriate dean.
- b. A faculty member shall be responsible for promptly completing and signing the faculty absence form and returning the absence form to the appropriate chair and if unavailable then to the appropriate dean. A faculty member will be required to provide a physician's statement for absences of five consecutive days charged to sick leave. The chair of the department will be required to keep accurate records of sick leave days used by the department's faculty members. At the end of the academic year, the Chair must report all sick leave taken to the Dean and VPAA. At the chair's discretion in consultation with the Dean, administration may require a physician's statement of absence from the faculty member.
- c. Sick leave may be used only for the following:

Personal Illness or injury

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

Length of time charged to sick leave under this paragraph shall not exceed five consecutive work days, unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family

and Medical Leave, more time may be allowed at the discretion of the employee's Department Chair/Dean in extreme cases.

- d. Family and Medical Leave Act (FMLA). The FMLA purpose is to ensure that workers can meet their family obligations without fear of losing their jobs or being otherwise adversely affected by taking time off. FMLA affords workers the right to take up to 12 weeks time off from work to care for themselves or family members during a covered medical event or for certain other family reasons. The faculty member can opt to use their sick leave to continue to receive pay during the leave. The faculty member must contact the Human Resources Department for eligibility requirements.
- 18.1.2 Bereavement Leave. Upon notification to the Chair, a faculty member may be granted up to three (3) days of leave with pay for a death in the faculty member's family. "Family" is defined as spouse, domestic partner, parent, step- parent, child, step-child, brother, sister, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the faculty member. Upon approval of the Chair and Dean, additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.
 - 18.1.3 Jury Duty and Required Court Attendance. A faculty member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to Human Resources. A faculty member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled work day.
 - 18.1.4 Military Leave. Emergency military leave, temporary military leave, and indefinite military leave shall be granted to faculty members in accordance with state and federal law.
 - 18.1.5 Holidays. Faculty members who are classified as "academic year" employees are entitled to all holidays designated in the campus academic calendar.
 - 18.1.6 Voting Leave. Unit employees, who are New Mexico registered voters, are granted, at their request, time off that does not require the cancellation of classes (2 hours maximum) from University duties to vote in government elections.
- 18.2 Leave Without Pay. Leave without pay may be granted for extended periods of leave for illness or injury, personal reasons, school attendance, sickness in a family, or other purposes of a personal nature at the discretion of the VPAA. A faculty member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practical. Approval may be granted for a limited duration and based on operational needs. While a leave without pay is not recommended or granted without expectation of reinstatement, reinstatement is not guaranteed. While on an approved leave without pay, the faculty member shall be responsible for the employee and employer cost of medical benefits. Notwithstanding Article 15.1, time spent on leave without pay in excess of one semester shall not count toward eligibility for tenure or promotion.

18.3 Parental Leave

18.3.1 Faculty members are eligible for up to one semester of parental leave without pay including FMLA. However, FMLA must be used first. The faculty member can opt to use their sick leave to continue to receive pay during leave.

Parental leave is not intended to take the place of medical leave for a birth mother.

18.3.2 Eligibility. All bargaining unit faculty who have been employed at NMHU at least one academic year are eligible for parental leave. In taking parental leave, the expectation is that the faculty member will spend time caring for and bonding with a child who has recently joined the household. If both parents are faculty members, each is eligible for parental leave. If both faculty members are in the same department, the faculty members and chair will discuss how to best meet the needs of the department and family including whether to take the leave concurrently or consecutively (preferable). Mother's giving birth, spouses or domestic partners of mothers giving birth, parents adopting, and parents accepting a long-term foster placement or fostering toward adoption, are all eligible for equal amounts of parental leave under this policy.

18.3.3 Time line. Parental leave should normally begin within one calendar year after child is born or an adopted or foster child joins the household. Exceptions to the one-year time frame will be reviewed on a case-by-case basis.

18.3.4 The use of parental leave shall not have a negative influence in the evaluation of any candidate for reappointment, tenure, or promotion.

18.3.5 Notification. Faculty must notify the administration 30 days prior to invoking this provision of the agreement.

18.4 Domestic Abuse Leave

The University provides unpaid leave to any employee who is a victim of domestic abuse in accordance with the New Mexico Promoting Financial Independence for Victims of Domestic Abuse Act, NMSA 1978, § 5-4A-1 et seq. Leave time may be taken on an intermittent basis for up to fourteen (14) days in any calendar year, taken for up to eight hours in one day. Leave time may be used to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorney's victim advocates or to attend court proceedings related to the domestic abuse of the employee, a minor child of the employee, or a person for whom the employee is a legal guardian. When domestic abuse leave is taken in an emergency, the employee or the employee's designee must give notice to the employee's supervisor or the University's human Resource department within twenty-four hours of commencing the domestic abuse leave. An employee may use paid leave time consistent with University policies.

18.5 Certification or Verification

The University may require verification of the need for domestic abuse leave. If verification is

required, an employee must provide one of the following forms of verification in a timely fashion:

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

The faculty member must contact the Human Resources Department for eligibility requirements.

ARTICLE 19

SAFE WORKING CONDITIONS

The parties will comply with all applicable State and Federal laws relating to safe working conditions.

Whenever a faculty member becomes aware of a condition which the faculty member feels is a violation of an institutional safety or health rule or regulation, the faculty member will report such condition to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

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

19.1 Friends, Family, and Children in the Workplace

The university discourages employees from being accompanied by friends, family, or children while working, including leaving children on campus in office areas while they are at work. This does not eliminate periodic, short visits from friends, family, and children as appropriate. Anything other than short visits is not permitted and poses a potential harm for children and liability for the university. The university desires to be a family friendly place of business, to faculty and staff as well as to students; however, the workplace is not the appropriate place for childcare. Even during short periodic visits, children must not be left unattended. If an employee is faced with unusual circumstances regarding visitors at work, the employee should speak with his immediate supervisor.

19.2 Animals and Pets on University Property

Faculty are not allowed to have or keep dogs, cats, or any pet in classrooms, offices, residence halls, or any other campus building.

Exceptions to this policy are service animals or animals that are housed under approved conditions in research laboratories and fish, provided that the container is cleaned regularly so that it does not present a health hazard and no illegal species are kept.

ARTICLE 20**FACILITIES AND EQUIPMENT**

The University shall make a reasonable effort to provide each faculty member with adequate facilities and equipment for effective performance. The University shall provide each newly hired faculty member with the option of a laptop or desktop (Mac or PC) computer if the existing computer is older than 3 years. Computers should be replaced every 4 – 5 years.

ARTICLE 21

REDUCTION IN FORCE/SENIORITY

The University may enact a reduction in force for reasons of financial exigency or for the discontinuance of a faculty position(s), program(s), or department(s). Notification of the possible need for a Reduction in Force should be given as early as possible in order that the affected faculty might have adequate time to seek employment elsewhere or undergo training in order to qualify for another assignment within the institution. Before terminating an appointment in accord with this Article, the institution, with faculty participation, will make every effort to place the faculty member concerned in another suitable position or location within the institution. The appointment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure, except in extraordinary circumstances where a serious distortion of the academic program would otherwise result. Nor will a faculty member with greater seniority be terminated in favor of a faculty member with less seniority except under the circumstances just mentioned. If a non-tenured faculty member is essential to the existence of a particular program, and a tenured faculty member's duties could be considered non-essential or possibly be covered by another person within the department or institution, it will be the responsibility of the School/College Dean and/or Vice President for Academic Affairs to make a recommendation not to follow seniority. Any such recommendation will be sent to the Executive Committee of the Faculty Association for review and concurrence. Only with such concurrence will any deviation from seniority be allowed.

21.1 **Seniority Defined.** Seniority shall be defined as the total length of time of continuous full-time employment in a tenure-track position at the University. Time spent on paid leave shall be counted for seniority purposes. Time spent on approved unpaid leave shall not constitute a break in continuous service but shall not be counted for seniority purposes. The University will maintain a seniority list of all faculty members in the bargaining Unit ranked in order of seniority. Upon request, the University will provide the Association with a copy of the faculty seniority list.

22.1.1 **Loss of Seniority.** Seniority shall be forfeited in circumstances, including, but not limited to resignation, termination, or retirement. Seniority is not lost in the situations described below.

21.1.1.1 A faculty member is part of a reduction in force and is subsequently rehired. In such a situation, the individual retains the seniority he or she had when terminated.

21.1.1.2 A faculty member moves into an administrative position and back to a faculty position. In such a situation the individual accrues seniority as if he or she had stayed in a faculty position.

21.2 **Financial Exigency.** A reduction in force (RIF) due to financial exigency must be documented. Financial exigency is defined as a serious financial crisis that jeopardizes the University's mission and effective operation. The Administration will consult with the

Faculty Association to demonstrate the existence and extent of the University's financial problems. The NMHU Faculty Association and Faculty Senate will be apprised of the situation in a timely manner in order to be able to have time to study the documentation used to demonstrate the need for the RIF. Common causes of financial exigency include decreasing enrollment, inadequate funding, and increased operating costs. Data and other evidence used to establish the need for faculty reductions will be shared with the faculty.

In cases of termination because of financial exigency, the place of the faculty member involved will not be filled by a replacement within a period of three years unless the released faculty member has been offered re-instatement and a 20-day period in which to accept or decline it.

The Administration will work with the Faculty Association to explore other cost saving options before implementing a RIF affecting tenured faculty. When implementing a RIF is necessary due to financial exigency, the Administration will give top priority to instructional requirements and institutional needs. These will be decided in consultation with the NMHU Faculty Association and Faculty Senate.

If a faculty member affected by a Reduction in Force is re-hired, all rights and benefits accrued at the time of the separation will be restored upon re-employment.

- 21.3 Discontinuance of Faculty Positions, Program, or Department Not Mandated by Financial Exigency. Termination of an appointment with continuous tenure (or of a probationary or special appointment, before the end of the specified term) may occur as a result of a bona fide formal downsizing or discontinuance of a program or department of instruction. Whenever possible, program discontinuance will occur at the end of the academic year when the decision is made.

The standards and procedures for program downsizing or discontinuance listed below will apply:

- a. Following a program review by the Faculty Senate, a recommendation regarding downsizing or discontinuing formally a program or department of instruction will be made to the Vice President of Academic Affairs for consideration. The Faculty Association will be notified of this recommendation as well.
- b. The VPAA or faculty may identify programs for review by the Faculty Senate. Program review should include information on costs, enrollment, student-faculty ratios, societal need, program quality, and other criteria appropriate to the particular situation.
- c. Before the Administration issues notice to a faculty member of its intention to terminate an appointment because of formal downsizing or discontinuance of a program or department of instruction, the institution will make every effort (in consultation with the faculty member involved) to place that faculty member in another suitable position or location. If placement in another position or location would be facilitated by a reasonable period of training, the University will, upon request, hold

the position for one semester. If no position is available within the institution, with or without retraining, the faculty member's appointment may then be terminated. The faculty member may then be given a terminal year contract for the following academic year.

- 21.4 Appeal Procedure. A faculty member may grieve a proposed relocation or termination from a RIF under Article 29 for a violation of this Agreement.

ARTICLE 22

MENTORING

The retention and development of faculty is critical for the health of the institution. These efforts can improve productivity, increase satisfaction and morale, and decrease faculty replacement costs. Experienced professors realize that teaching is a dynamic and reflective process. Successful mentoring programs can accomplish the following:

- Induct new faculty into the university through review of policies and procedures prior to the start of the semester.
- Induct new faculty into the department, College or School, and university expectations for teaching, scholarship, and service.
- Connect new faculty with their experienced peers to help integrate them into university life.
- Orient and re-orient faculty to the goals and objectives of department, College or School, and the university mission.
- Provide advice on campus committee involvement and scholarship opportunities.
- Create an atmosphere of reflection and the sharing of best teaching practices among faculty.

All new faculty shall participate in mentoring, until tenure is achieved. In the first semester at NMHU, faculty mentors or mentoring teams shall be assigned by the Chair. Following the first semester, faculty members may select their mentor or mentoring team and report their selection to the Chair and the Dean. Mentors shall be other faculty members rather than administrators.

22.1 Mentoring of New Faculty

The mentoring of new faculty should include information about university policies and procedures, department and College or School expectations, the requirements for tenure and promotion, and observations of classroom teaching. The mentor/mentoring team should perform a classroom observation of the new faculty member every semester during the first two years and annually thereafter and provide feedback to the new faculty member (Article 23.3). In addition, the mentor/mentoring team shall invite the new faculty member to observe their classroom(s) so that a dialogue and sharing of best practices in teaching may occur. The new faculty member shall conduct at least one classroom observation of a mentor annually. Serving as a mentor counts as university service for evaluation.

22.1.1 First Semester of Appointment

In the first semester of appointment to a tenure track position, a faculty mentor or mentoring team shall be assigned by the Chair. The success of the mentoring process relies in the selection and matching of the mentor with the mentee.

Therefore, Chairs should try to appoint mentors with similar interests, not mentors based on seniority.

The mentoring process shall begin prior to the beginning of the first semester, during Faculty Development Week. In the beginning phases, the mentor should include information about the university community and academic culture, university expectations, and policies and procedures. The procedures for mentoring will vary widely across the university and within Colleges and Schools.

22.1.2 After the First Semester of Appointment

Following the first semester of appointment, a faculty member may select a new mentor or mentoring team, or choose to continue with the original mentor(s). Their selection shall be reported to the Chair and the Dean. In addition, the first semester mentor or mentoring team may terminate the relationship and recommend that the probationary faculty member find a new mentor/team. For the selection of a mentoring team, the probationary faculty member should try to select tenured faculty from his or her discipline, area of interest, and/or related disciplines. This may mean that the mentoring team is comprised of faculty from more than one discipline and department.

ARTICLE 23

EVALUATION

Evaluation of faculty members will be consistent with NMHU's Mission, Vision, Strategic Goals, and Core Values. The Faculty and the University accept the position of the AAUP that "Faculty members should have a primary, though not exclusive, role in evaluating an individual faculty member's performance" (AAUP "Statement on Teaching Evaluation," 2001). The faculty plays a primary role in evaluation by reviewing their colleagues' materials, conducting classroom observations, and developing evaluation reports.

Faculty performance is primarily based upon the areas of teaching and advising, scholarship, and service while maintaining professional relationships with the university community. Consequently, this triad, and the criteria applicable to each as specified below, form the primary though not exclusive basis of the evaluation for reappointment, tenure, and promotion.

All members of the Bargaining Unit shall participate in evaluation and shall submit, using the form in Appendix B, a report of faculty activities, following the schedule as outlined below. Faculty members shall assess and provide a categorical and summative evaluation of their peers. The categorical ratings include 1) Exceeds Expectations, 2) Meets Expectations, 3) Does Not meet Expectations. The summative evaluation shall reflect the rating.

The Chair shall assure that faculty members have completed any required evaluations of other faculty. Failure of the faculty member to complete the required evaluation will be reported by the Chair to the Dean for possible disciplinary action. The Administration retains the right to assess the evaluation to determine if the evaluation process was conducted properly.

23.1 Types of Evaluation

23.1.1 Biennial/Annual Evaluation

23.1.1.a. Tenured Faculty: All tenured members of the Bargaining Unit will participate in a biennial evaluation. This evaluation will be formative, with plans implemented to develop and intensify the skills of the faculty member. The biennial evaluation of faculty members forms a part of all other forms of evaluation.

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

23.1.2 Reappointment Review. All tenure-track faculty members are considered to hold one-year probationary appointments until granted tenure. Such appointments are subject to renewal on an annual basis at the sole discretion of the University. The decision regarding renewal must be made by March 15th of the first year at the University. In a faculty member's second and subsequent years of probationary status; the decision regarding renewal must be made by the Friday before the spring semester begins. The sixth year of probationary status is the Tenure Review Year.

23.1.3 In their fourth year on the tenure track, tenure-track faculty members intending to apply for tenure and promotion to Associate Professor shall prepare a dossier highlighting the faculty members' activity during the four-year period. A summative evaluation of their performance and contributions to the University will be conducted. The results of the evaluation are to be used as a means of gauging whether tenure-track faculty are on track for tenure, and what improvements, if any, are needed to improve candidacy for a successful tenure application. Candidates will use the same timeline and table of contents as they use for the tenure/promotion dossier, and it is located in Appendix A of this Agreement. Faculty will be notified of their fourth year review decision by the last day of the spring semester in which they applied.

23.1.4 Promotion/Tenure Evaluation. Tenure-track faculty members applying for tenure and promotion to Associate Professor shall prepare a dossier highlighting the faculty member's activity during the probationary period. Faculty members applying for promotion to full professor shall prepare a dossier highlighting the faculty member's activity during his/her rank as Associate Professor with an emphasis on the most recent five year period. A summative evaluation of their performance and contributions to the University will be conducted. The results of the evaluation are to be used as the primary basis for recommendations regarding the awarding of tenure and/or promotion. A table of contents for the tenure/promotion dossier is located in Appendix A of this agreement. Faculty will be notified of the tenure and promotion decision by the last day of the spring semester in which they applied.

23.2 Procedures for Faculty Evaluation

The evaluation for Bargaining Unit faculty includes a series of stages: evaluation by department faculty; Chair; Dean; VPAA; and President. During the tenure and promotion process, evaluation by a Review Panel is added as an additional evaluation stage. The evaluation process utilizes these stages as follows:

- Evaluation shall normally stop at the level of the Dean.
- Reappointment Review shall follow the evaluation process and shall normally stop at the level of the VPAA.
- For faculty members applying for tenure and/or promotion, the process shall proceed through the President and include an additional evaluation by a Review Panel.

23.2.1 Timeline for Evaluation and Reappointment Review

Each faculty member shall submit to the Chair, three (3) weeks after the beginning of the Fall semester, a Report of Faculty Activities applicable to their rank. The Report shall present the faculty member's activities in the areas of teaching and advising, scholarship, and service over the past academic year. While documentation of these activities is not required in the report, the faculty member is responsible for maintaining such documentation in his or her office and supplying the documentation upon request. In addition, faculty members shall submit updated current curriculum vitae to the Chair, who shall forward it to the Dean, VPAA, and Human Resources.

1. The faculty member, by the end of the third week of the Fall semester, will submit a Report of Activities for consideration first by the faculty peers in his or her academic unit, then by the Chair, and finally, by the Dean. Tenure-track faculty may decline to evaluate their peers. Tenured faculty members are required to evaluate their colleagues, except in cases of a clear conflict of interest. If a non-tenured faculty member declines to review a colleague or it is determined that a tenured faculty member has a conflict of interest, that faculty member is not to provide a review and is to abstain from any vote regarding reappointment, promotion, or tenure.
2. Peers are to perform both a categorical and narrative evaluation of the faculty member. This means that all faculty members are required to provide written comments supporting their categorical evaluation.
3. Peer evaluations take place between the third and fifth week of the Fall semester. At the end of the fifth week of the Fall semester the peer evaluations are forwarded to the Chair.
4. During weeks six (6) and seven (7) of the Fall semester the Chair performs his or her evaluation. If there are wide discrepancies in the peer evaluations, the Chair will note these and describe how (if at all) these discrepancies were reflected in his or her own evaluation.
5. By the end of week seven (7) of the Fall semester, the transcribed evaluations, including the Chair's evaluation, shall be sent to the faculty member and discussed in a meeting with the Chair. This meeting takes place during weeks eight (8) and nine (9) of the Fall semester.
6. By the end of week ten (10), the faculty member submits to the Chair any material he wishes to include in response to the evaluation materials discussed in Step 4.
7. At the end of week ten (10), in cases in which the faculty member belongs to an academic Department and the evaluation to this point has been conducted by the Chair, all materials are then forwarded to the Dean for review and any appropriate action.
8. In the case of a tenured faculty member, when it has been determined that a serious deficit in performance has been identified, a meeting during weeks 11 and 12 will be held with the faculty member, the Chair (in cases in which the faculty member belongs to an academic Department), and the Dean to discuss appropriate action, which may include post tenure review.
9. By the end of week twelve (12), the tenured faculty in the department will meet to evaluate the probationary faculty in their second year and beyond as a part of a formal reappointment review committee. The rules for service on this committee and the principle behind the decision are the same as those described in Standards for Evaluation, Tenure, and Promotion section of this article. The principle to affirm at reappointment review is "Given the years of service to date and the number of years until mandatory tenure review, it is reasonable to expect that the probationary faculty member will eventually undergo a successful tenure review." Each voting member of the committee will record his or her vote by completing a signed evaluation form following the meeting. The committee members should consider their remarks carefully when they prepare them because such peer evaluations are crucial to the reappointment process. A recommendation to reappoint made by a simple majority of the committee members will constitute an endorsement to the Dean for reappointment. The signed evaluation form(s) and the recommendation will be forwarded to the Dean.

10. By the end of week fourteen (14) of the fall semester, the Dean makes a recommendation on reappointment, informs the probationary faculty member, and provides a written narrative evaluation of the faculty member's performance. If the Dean does not agree with the departmental recommendation, he or she shall meet with the Chair to discuss the reasons for disagreement before the decision is finalized.
11. By the end of week fifteen (15), the faculty member may submit a written response to the Dean and/or request a meeting.
12. By the end of week sixteen (16) the Dean meets with the faculty member if the faculty member desires and forwards his or her evaluation and recommendation, the departmental narrative evaluations and recommendation, and any written comments by the faculty member to the VPAA.
13. The VPAA makes a reappointment decision and notifies the faculty member. In the first year of service at the university, the faculty member shall be notified by March 15th. In the second, third, and fifth years the faculty member shall be notified by the Friday before spring classes begin. The fourth year reappointment decision follows the timeline specified in 23.2.3 of this Article. If the VPAA does not agree with the faculty recommendation, he shall discuss the matter with the Dean and the Chair of the Department before the decision is made.
14. The decision of the VPAA is final. The only grounds for appeal available to the faculty member are for an alleged violation of this Agreement. Such appeals are sent through the procedures outlined in Article 29 Grievance of this Agreement.

23.2.2 Reappointment Review for First Year Faculty

1. Probationary faculty members in their first year go through an informal review process that will be used for evaluation of reappointment. This process shall follow the timeline below.
2. By the end of the first week of the Spring semester, first year faculty may choose to submit to the tenured faculty in their department a narrative report of their activity for the Fall semester and plans for the Spring. While this report is not required, it can be used to highlight the faculty member's accomplishments in the first semester of employment. By the end of the third week of the spring semester the tenured faculty members in the department meet to evaluate the probationary faculty in their first year. The rules for service on this committee and the principle behind the decision are the same as those described in Standards for Evaluation, Tenure, and Promotion section of this article. Each voting member of the committee will record his or her vote by completing a signed evaluation form following the meeting. The committee members should consider their remarks carefully when they prepare them because such peer evaluations are crucial to the reappointment process. A recommendation to reappoint made by a simple majority of the committee members will constitute an endorsement to the Dean for reappointment. The signed evaluation forms and the recommendation will be forwarded to the Dean.
3. By the end of the fifth week of the spring semester, the Dean makes a recommendation on reappointment and informs the probationary faculty member and provides a narrative

evaluation of the faculty member's performance to the faculty member, the Chair, and the VPAA. If the Dean does not agree with the departmental recommendation, he or she must meet with the Chair to discuss the reasons for disagreement before the decision is finalized.

4. By the end of the sixth week the faculty member may submit a written response to the Dean and/or request a meeting.
5. By the end of seventh week the Dean meets with the faculty member if the faculty member desires and forwards his or her evaluation and recommendation, the departmental narrative evaluations and recommendation, and any written comments by the faculty member to the VPAA.
6. The VPAA makes a reappointment decision and notifies the faculty member. In the first year of service at the university, the faculty member shall be notified by March 15th. If the VPAA does not agree with the faculty recommendation, he shall discuss the matter with the Dean and the Chair of the Department before the decision is made.

23.2.3 Timeline for Fourth Year Review and Tenure and/or Promotion

The procedure for evaluation for the awarding of tenure and/or promotion shall have an additional independent review process performed by the Tenure and Promotion Committee as well as the evaluation performed by the Department and Dean. These two reviews will proceed concurrently. The procedure for the evaluation for the fourth year review will not have an additional review by the Tenure and Promotion Committee, and will end with a reappointment decision made by the VPAA in week thirteen (13) of the spring semester.

The Tenure and Promotion Committee will be composed of three tenured (Full and/or Associate) faculty members selected by the faculty of each School and six tenured faculty members from the College. Three College members shall be selected from the Math and Sciences areas and three members from the Arts and Humanities areas. Committee membership will be for a three year term, and the selection will be staggered to assure that no more than one third of the members will be replaced in any one year. If a committee member is up for promotion, he or she must recuse himself or herself from service on the committee for that year. If a vacancy occurs prior to the expiration of a term, the VPAA will request replacements from the affected School or College. Members may serve consecutive terms.

- a. A Review Panel selected from the Tenure and Promotion Committee will evaluate each dossier submitted for tenure and/or promotion. This Review Panel will be composed of five members selected from the membership of the Tenure and Promotion Committee. The composition of the Review Panel shall include no more than three faculty members from the College and shall be determined by the committee as a whole. A faculty member's colleague from his or her department or from the School of Social Work may not serve on the Review Panel that reviews his or her application.
 1. By October 15th of the year of application for tenure and/or promotion, the faculty member will notify the VPAA that he or she intends to apply in the spring semester. The VPAA will verify that the faculty member is eligible to apply for consideration for

tenure/promotion and will notify the faculty member so that he or she may begin to prepare the dossier.

2. By the end of the first week of the Spring semester, the faculty member submits his or her materials to the Chair who will place them in a central location for review by the Peers and Chair.
- b. Timeline for Peer/Departmental Review
1. During weeks three (3) and four (4) of the Spring semester, departmental faculty members review the applicant's evaluation materials and submit their evaluations to the Chair. Tenure track faculty members may decline to evaluate their peers. Peers are to perform both a categorical and narrative evaluation of the faculty member, and provide a recommendation for or against the awarding of tenure and/or promotion.
 2. During weeks five (5) and (6) the Department Chair transcribes the written comments verbatim and performs his or her own evaluation. The transcribed evaluations and the Chair's evaluation are sent to the faculty member.
 3. During weeks seven (7) and eight (8), if requested by the faculty member, the Department Chair meets with the faculty member to discuss the peer's transcribed evaluation and the Chair's evaluation.
 4. By the end of week nine (9) any response by the faculty member must be submitted to the Department Chair. The Chair shall acknowledge in writing the receipt of the response and forward along with all other evaluation materials to the Dean. The Dossier is sent to the VPAA's office for review by the Dean and the Review Panel members.
 5. During weeks ten (10) and eleven (11) the Dean will complete his review and forward his or her evaluation and recommendation, the faculty member's materials, and the departmental narrative evaluations and recommendation, to the Vice President for Academic Affairs.
- c. Timeline for Review Panel
1. During weeks ten (10) and eleven (11) of the Spring semester, members of the Review Panel complete their evaluations. Committee members are to perform both a categorical and narrative evaluation of the faculty member, and provide a recommendation for or against the awarding of tenure and/or promotion.
 2. By the end of week eleven (11) the Review Panel members will meet to discuss their evaluation with other Review Panel members. Following this meeting, Review Panel members may edit their evaluation. The evaluation from each Review Panel member shall be submitted to the Review Panel chair.
 3. By the end of week twelve (12) the Review Panel Chair transcribes the written comments verbatim, and sends them to the Vice President for Academic Affairs.

d. Timeline for VPAA and President's Review

1. Regarding the evaluation of tenure, The Vice President for Academic Affairs will notify the faculty member and, at the faculty member's request, the Faculty Association, of recommendations and narrative evaluations made by the Dean, the Departmental Faculty, and the Review Panel. The faculty member will have one (1) week to accept the recommendations, submit a written response to the recommendation(s) to the Vice President for Academic Affairs, or withdraw the application. The lack of a response will constitute acceptance of the recommendation. The Vice President for Academic Affairs will forward a summary of all recommendations, and his or her own, to the President. In the case of a fourth year review, the VPAA makes a reappointment decision based on all the materials forwarded from the Dean and notifies the faculty member by week thirteen (13) of the Spring semester.
2. After reviewing the evaluations materials for tenure/promotion, the President may, or may not, accept the recommendation from the VPAA. However, if the VPAA's recommendation was positive, and the President's decision is to deny tenure and/or promotion, the President must meet with the VPAA to discuss reasons for overturning the VPAA's recommendation. The President makes the final decision and notifies the faculty member and, at the faculty member's request, the Faculty Association, by the end of the semester.
3. A faculty member has the right to file a grievance regarding procedural violations related to the tenure and/or promotion process.
4. The President's decision is final unless the faculty member wishes to appeal to the Board of Regents. The appeal must be filed within ten (10) days of the President's notification if no grievance is filed. If a grievance has been filed, the grievance process must be complete prior to appealing to the Board of Regents. The appeal to the Board of Regents must be filed within ten (10) days of the completion of the grievance.
5. If, in the case of promotion, the decision is to deny, at the request of the faculty member, the VPAA will meet with the faculty member to discuss the reasons for the denial. The request must be made within ten (10) days after all appeal processes have ended.
6. In cases of promotion, where serious deficits in performance are identified, a meeting will be held with the faculty member, Chair, Dean, and VPAA to discuss appropriate action, which may include post tenure review.

23.3 Tenured Peer/Chair/Dean Observation of Classroom Teaching

Peer evaluations of teaching effectiveness, including classroom observation by tenured faculty within the discipline/ department, shall be based on an agreed-upon set of departmental evaluation criteria. In the case of probationary faculty members, the observations will be conducted by the tenured discipline/department faculty, the Chair, and Dean. Tenured faculty members will be observed by the tenured faculty in the discipline/department, and the Chair or Dean or his or her designee. If a designee is used, the faculty member being observed must agree with the person chosen.

Observations of classroom teaching by the Chair or Dean, and the tenured faculty in the discipline/department should occur at least once prior to the promotion or tenure of a faculty member. Such observation will be conducted openly, with full knowledge of the affected faculty member. The affected faculty member shall be given at least forty-eight (48) hours' notice that a

classroom observation is to be made. If there are previously scheduled exams or other class activities (i.e., field trip or guest lecturer) that do not lend themselves to classroom observation, arrangements shall be made to observe the class at another time.

Classroom observations shall be completed by the end of the fall semester of the year of application for tenure and/or promotion. Probationary faculty will be observed by their mentor/mentoring team on an annual basis. The Chair or, in cases where there is not a chair, the School or College Dean and peer evaluators shall discuss the results of the classroom observation with the affected faculty member within ten (10) days following the observations. These observations shall be included in the faculty member's tenure and/or promotion dossier. The responsibility of classroom observations is not the faculty member's, but rather the responsibility of the tenured peers, Chair, and Dean. Therefore, the faculty member will be held harmless if no classroom observations were performed.

23.4 Categories for Faculty Evaluation

The foundation of the evaluation process is the triad of Teaching and Advising, Scholarship, and Service. It is the responsibility of the faculty member to present evidence of his or her achievements and activities in each of the three areas. The criteria do not comprise a prescription to be followed, but rather an outline to be embellished and fleshed out so as to make the most compelling case possible to his or her colleagues. It should be recognized that teaching and advising, scholarship, and service activities may overlap. Therefore, it is appropriate to include such activities under multiple headings for evaluation.

The evaluation of Bargaining Unit faculty members includes the following categories:

- a. Teaching and Advisement;
- b. Scholarship, Research, and Creative Activity; and
- c. Service.

In order to be awarded tenure and/or promotion, faculty members are required to demonstrate competence in all areas.

23.4.1 Teaching and Advising Criteria

The paramount responsibility of each faculty member is teaching and advising students. All faculty members are expected to demonstrate a commitment to excellence in teaching and advising. Classroom teaching is central to faculty performance evaluations. Activities that fall under the category of teaching include academic advising; regular course instruction; development of new courses or curricula; independent study courses; independent research; office hours; and supervision of graduate assistants; teaching assistants; student interns; and student teachers. Also included are activities to help the faculty member remain current in the fields in which he or she teaches. Certain disciplines have unique teaching activities such as laboratories, individual lessons or studios, and practica. Teaching is evaluated by students and faculty. Documentation may include student course evaluations; peer, Chair, and Dean classroom teaching observations; and descriptions of courses taught and developed by the faculty member. Faculty members have an obligation to advise students in their classes about class work and to serve as academic advisors to students majoring, or minoring, in the faculty member's discipline. Faculty members also have an obligation to monitor their advisees' academic progress. It should be recognized that some disciplines/departments/schools assign specific faculty members the responsibility for the

majority of academic advising. However, all faculty members have an obligation to advise students in their classes about class work and related activities.

23.4.2 Scholarship, Research, and Creative Activity Criteria

Effective teaching is enhanced through involvement in the intellectual and scholarly developments in a discipline. Because what is considered appropriate scholarship, research, and creative activity may vary between disciplines, each academic unit will create its own criteria. In the case of units with multiple academic disciplines, the criteria developed may include discipline-specific items.

At the time of development of the criteria, each academic unit shall submit its criteria for scholarship to the Faculty Affairs Committee for review. If the Faculty Affairs Committee has concerns regarding the appropriateness of the criteria, a meeting will be held with the members of the academic unit to develop language all parties can agree to. After this process has been completed, the criteria must be approved by the VPAA and be kept on file in the Department Office and the VPAA's Office and included in the faculty member's dossier. Any changes in the criteria need to be submitted to the Faculty Affairs Committee and VPAA for review.

23.4.3 Service to University, Student Body, and Community

A faculty member shall provide service to the University by work on standing and ad-hoc committees, and within programs, departments, and the larger university body. Service to the profession and the community also counts toward the faculty member's service record. Documented counterproductive work behaviors such as bullying, lying, sabotage, extreme incivility, harassment, or any other disruptive behavior may be counted against a faculty member's service record.

23.5 Standards for Evaluation, Promotion, and Tenure

The promotion of a faculty member to a rank represents a judgment by the Department, Chair, Dean, VPAA, and President that the individual has met the requirements of the rank and is an indication of the institution's confidence in the individual. Tenure and Promotion are earned achievements and not entitlements.

The criteria used to evaluate tenure are the same as those required for the rank of Associate Professor. Therefore, Assistant Professors awarded tenure will also be promoted to the rank of Associate Professor.

23.5.1 Rank of Professor

Persons promoted to this rank shall hold an earned doctorate or terminal degree in their field or related field, and shall have demonstrated excellence in teaching, evidence of significant scholarly or creative productivity, and leadership on university committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements. They shall have served a minimum of five years in the rank of Associate Professor and be tenured prior to appointment or promotion to this rank.

23.5.2 Rank of Associate Professor

Persons promoted to this rank shall hold an earned doctorate or terminal degree in their field or related field, and shall have demonstrated excellence in teaching, evidence of scholarly or creative productivity, and active involvement on university= committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements.

23.5.3 Rank of Assistant Professor

Persons appointed to this rank shall hold an earned doctorate, terminal degree, or be "All But Dissertation" (ABD) in their field or related field. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements. Assistant Professors shall show competence and creativity in teaching, demonstrated ability to do scholarly or creative work, and serve on university committees. Assistant Professors must complete their doctorate or terminal degree prior to applying for tenure or promotion to Associate Professor.

23.5.4 Tenure and/or Promotion

In the Spring semester of the sixth year of a six year probationary tenure-track period, faculty members are reviewed for tenure status and, in the case of Assistant Professors, for promotion to Associate Professor, If approved by the President, tenure status will be granted with the subsequent year's contract. Faculty members who will not be awarded tenure will be notified by the last day of the spring semester of the same year. The faculty member denied tenure will be given a terminal year contract for the following academic year.

ARTICLE 24

POST-TENURE REVIEW

The University recognizes that the purpose of tenure is to protect academic freedom. The purpose of instituting a post-tenure review procedure is to comply with the state's post-tenure review statute, which calls for the regular, periodic review of all tenured faculty members. Post-Tenure review will be based on an evaluation of the faculty member's teaching, scholarly activity, and service to the University and community as described in this article. The timelines set forth below are a guideline for the process. While every effort will be made to adhere to the timelines, failure to adhere to timelines does not in and of itself justify a grievance. When a timeline is not met by the Administration, a written explanation must be provided to the faculty member. A faculty member grieving a failure to meet a timeline must demonstrate as part of the grievance process that the decision was prejudiced by the failure to meet the timeline.

Initiating Post-Tenure Review: If a majority of the department faculty members indicate that a faculty member “Does Not Meet Expectations” in teaching, scholarly activity, or service, then a deficit has been identified during the biennial review process and, as such, the Chair must initiate the post-tenure review process. The Dean may independently initiate the post-tenure review process, if the faculty member's performance indicate a serious deficit in teaching, scholarly activity, or service.

1. The faculty member will be notified by the Chair within ten (10) days of the completion of the evaluations that a comprehensive review of his or her performance will begin. The faculty member will then have ten (10) days to respond to the Chair regarding the call for post-tenure review. The faculty member's response shall include a narrative addressing the concerns raised and any evidence relevant to the call for a review.
2. Within twenty-five (25) days of the notification, the Chair will submit the Biennial Report of Faculty Activities (see Article 23.2.1) and any other relevant materials, including the faculty member's response to the call for post-tenure review, the results of the peer reviews and student evaluations to the Faculty Affairs Committee via the Committee Chair. Any member of the Faculty Affairs Committee, who is from the same department or school (that does not have departments) as the faculty member under review, shall not serve on the Committee.

If the deficit in performance is in the area of teaching, at least two members of the Faculty Affairs Committee shall conduct classroom observations. Such observations will be conducted with full knowledge of the affected faculty member. The affected faculty member shall be given at least twenty-four (24) hours' notice that a classroom observation is to be made. If there are previously scheduled exams or class activities, i.e., field trip or guest lecturer, that do not lend themselves to classroom observation, the class will be observed at another time.

If the performance deficit occurs in research and service, the Faculty Affairs Committee will do an evaluation based on the materials submitted.

After all evidence has been presented to and reviewed by the committee, the committee

shall submit a recommendation to the Chair and Dean that indicates whether or not to place the faculty member on probation. If the committee finds that there is no serious performance deficit, the process is halted. If the recommendation is for probation and the Chair and Dean concur, the faculty member will be informed that a two-year probationary period has begun.

A remedial program will be developed by the Chair and Dean, based on specific problems identified by the Faculty Affairs Committee. This program and the procedures for evaluating progress will be developed in consultation with the faculty member.

The Chair, in consultation with the department faculty members, shall appoint a mentoring team of three members. This mentoring team shall meet with the faculty member.

It is the responsibility of the Chair to ensure that this process is followed. It is the responsibility of the faculty member to actively cooperate in this process. Failure to cooperate could mean moving immediately to Step 3.

3. Annual evaluations will be sent to the Faculty Affairs Committee each year during the two-year probationary period addressing the area(s) where a deficit was identified.

If the Committee finds that the faculty member has failed to demonstrate sufficient improvement at the end of the two-year probationary period, this will be reported to the faculty member and his or her department peers, Chair, and Dean. Within ten (10) days of this notification, the faculty member may appear before the Faculty Affairs Committee to appeal the findings, if the faculty member so chooses. The Faculty Affairs Committee would then hold a formal hearing.

- a. If the Faculty Affairs Committee finds that the performance deficit has been eliminated, the faculty member will be removed from probation after the two-year probationary period has expired. This will end the faculty member's probation.
- b. If a majority of the Faculty Affairs Committee supports the findings of a serious performance deficit, its decision, along with the findings, will be placed in the faculty member's personnel file and forwarded to the Chair and the VPAA for review and recommendation to the President. This recommendation may lead to loss of tenure and termination of his or her appointment at the University, or continued probation.
- c. If the President's decision is to remove tenure and to terminate the appointment, the dismissal may be appealed by the faculty member according to the process outlined in Article 28.6.
- d. If the faculty member was placed on probation for performance deficits in teaching and successfully completes the probationary period, but in subsequent years, again displays performance deficits in teaching, the faculty member's employment will be terminated.

If the faculty member was placed on probation for performance deficits in research and service and successfully completes the first year of probation, but then during the second year, the faculty member again displays performance deficits, the faculty member is automatically placed on an additional one-year probationary period. However, if in subsequent years, the faculty member again displays performance deficits in research and service; his or her employment will be terminated.

ARTICLE 25

SALARIES

Salary increases in each year of this agreement will be limited to funds appropriated for such purpose by the Legislature subject to allocation by the Board, except that the Board, in its sole discretion, may elect to augment funding for salaries and benefits as appropriated by the Legislature.

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

For the 2017-18 academic year, the minimum salaries by rank for faculty members with a terminal degree in their discipline or related field will be \$48,000 for Assistant Professors, \$53,452 for Associate Professors, and \$62,633 for Full Professors. Salary increases for returning faculty will be limited to adjustments for promotions in rank and/or other changes in responsibilities or qualifications.

Upon ratification of both parties, for academic year 2017-18, all members of the bargaining unit faculty shall receive a 1% increase to their base salary.

Compensation for faculty overload contracts will be \$900.00 per credit hour. Under normal circumstances, faculty overloads will be limited to eight (8) credits per academic year.

ARTICLE 26**NMHU CENTERS**

Faculty members shall not be transferred to work at one of the NMHU Centers, and Center faculty shall not be transferred to work on the main campus, without the consent of the faculty member involved and discussion with the affected discipline(s), department(s), and/or school.

ARTICLE 27**TERM OF AGREEMENT**

- 27.1 All articles in this Agreement (except for Article 25, Salaries) shall become effective upon signature of the representatives of the parties, after ratification by the Association membership and subsequent approval by the University Board of Regents, and shall remain in effect through June 30, 2019, subject to applicable state laws.
- 27.2 Every three years the entire Agreement will be open for renegotiation. Every year Article 25, Salaries, will be open for negotiations. In the event that the State of New Mexico authorizes a salary increase, then Article 11, Fringe Benefits, and Article 12, Workload, shall be renegotiated.
- 27.3 Article 25, Salaries, shall be in effect until June 30, 2017.
- 27.4 Negotiations for Article 25, Salaries, for 2017 – 2018 and 2018 – 2019, shall follow the procedures in Article 5.

ARTICLE 28**PROCEDURES FOR DISMISSAL OF A TENURED FACULTY MEMBER FOR CAUSE
OR DISMISSAL OF TENURE-TRACK FACULTY DURING HIS OR HER APPOINTMENT
CONTRACT**

- 28.1 Hearing by Faculty Committee. The VPAA shall inform the faculty member whose tenure or appointment is intended to be terminated, in writing, of the reason(s) for the suggested termination (Notice of Charge). In cases of possible termination as a result of the Post-Tenure Review Process which already includes a hearing by the Faculty Affairs Committee, the faculty member moves immediately to Section 28.6 for an appeal process.
- 28.2 Upon serving the Notice of Charge, the VPAA shall notify the Chair of the Faculty Grievance Committee (FGC), who will assign the pre-termination hearing process outlined below to a Committee composed of five (5) members of the FGC appointed for this purpose at the beginning of each academic year. The Chair shall inform the VPAA and the faculty member of the members of the committee within three (3) working days of when the Chair was notified. The VPAA and the faculty member may challenge any member of the committee on the basis of a conflict-of-interest, such as a current relationship, which might lead to the appearance of bias on the part of the committee member. Such challenge shall be submitted to the Chair, in writing, within three (3) working days of receipt of the names of committee members. The Chair shall evaluate the possible conflict of interest, make a decision whether the committee member shall serve, and so notify the parties within three (3) working days of receipt of the objection.
- 28.3 The faculty member against whom the Notice of Charge is directed shall submit a written response to the charges within ten (10) working days after receiving the Notice of Charge. If the faculty member does not submit a written response to the charge, the committee shall consider if the stated grounds constitute adequate cause directly and substantially related to the fitness of the faculty member as teacher or researcher, and it may conclude without further inquiry that dismissal would be proper. At its discretion, however, the committee may investigate the charges and request that the VPAA provide additional evidence. Ten (10) working days following the faculty member's failure to respond, the committee shall forward its recommendation, with the reasons stated, to the VPAA for further action.
- 28.4 If the faculty member submits a written response to the charges, the hearing procedures set forth shall be followed. References to the complainant shall refer to the University Administration and references to the respondent shall refer to the faculty member. The Administration has the burden of demonstrating adequacy of cause based on the evidence in the record. The hearing procedures are listed below.
- a. After receiving the faculty member's written response the Chair of the committee shall schedule a hearing to occur as soon as practicable, but not more than (20) working days after receiving the written response. The notice of the hearing shall be served in

- adequate time for the parties to provide all information required by subparagraph (d) below.
- b. The Faculty member may request either a private or a public hearing.
 - c. Neither the Rules of Evidence nor the Rules of Civil Procedures shall apply to the hearing.
 - d. At least ten (10) working days before the hearing, each party shall provide the committee and the other party with the information listed below.
 - 1. List of intended witnesses, or a statement that no witness will be called. No witnesses other than those on the list may testify without the consent of the committee.
 - 2. Any statement of an absent witness. If such a statement is submitted, the other party may submit a further statement by that witness at least five (5) working days before the hearing, if obtained. If the absent witness does not cooperate in the submission of a further statement, the other party may request that the absent witness's statement not be accepted by the committee.
 - 3. Copies of documents the party plans to introduce into evidence. No other documents may be introduced without the consent of the committee.
 - e. The order of the hearing shall be as described below.
 - 1. Complainant's presentation of case
 - 2. Respondent's presentation of case.
 - 3. Rebuttal by complainant, if any.
 - 4. Rebuttal by respondent, if any.
 - 5. Closing arguments by complainant.
 - 6. Closing arguments by respondent.
 - f. The committee may exclude unfair, irrelevant, or duplicative evidence but will not be bound by judicial rules of evidence.
 - g. Parties shall have the right, within reasonable limits, to question all witnesses. Statements of absent witnesses shall be allowed only if provided in advance (as by being available for questioning and for an additional written statement if desired by the opposing party).
 - h. All parties shall have the right to be present at the hearing and to be accompanied and/or advised by an advisor or an attorney. However, the attorney may not participate in the hearing itself.

- i. Witnesses shall be present only to testify.
- j. A verbatim record of the proceedings shall be made.
- k. After the conclusion of the hearing, the committee shall recess for closed deliberations. All decisions of the committee shall be by majority vote, the Chair voting in case of a tie. The committee shall issue a written recommendation of its findings to the President within three (3) working days of the conclusion of the hearing.

28.5 Role of the President. The President of the University will consider the findings and recommendation of the Committee and shall inform the faculty of the intended action by the University. If the President decides upon dismissal, a Notice of Dismissal will be issued to the faculty member and employment terminated effective with the Notice of Dismissal.

28.6 Appeal to the Board of Regents. The faculty member may appeal his employment termination to the Board of Regents by submitting a written request within ten (10) working days of receipt of the President's decision. Such appeal shall be decided based on the record of the committee hearing and the President's reasons. The Board shall notify the faculty member and the VPAA, in writing, of its decision with respect to the appeal; and its decision shall be final and binding on the parties. In cases where the Board overturns a decision to dismiss a faculty member and the faculty member has been terminated, the faculty member shall receive any pay he or she would have received if the dismissal had not taken effect.

ARTICLE 29

GRIEVANCE

29.1 Scope

- 29.1.1 A "grievance", for the purpose of this Agreement, shall be defined as a claim that a provision or provisions of this Agreement have been violated. Any other dispute or disagreement pertaining to a final administrative decision that directly affects a faculty member's employment or related personnel matters, except for tenure, promotion, reappointment, or dismissal, will follow procedures outside of this Agreement.
- 29.1.2 A grievance, alleging procedural violations with respect to tenure or promotion (see Article 23.2.3.d.3) or a grievance alleging a violation of this Agreement with respect to reappointment (See Article 23.2.1.13), shall be filed within twenty (20) days of the final decision by the President or VPAA, respectively. Dismissal shall be handled in accordance with Article 28.

29.2 Definitions

- 29.2.1 A "grievance" shall be defined as a claim that a provision or provisions of this Agreement have been violated. Claims of discrimination on the basis of race, color, religion, national origin or ancestry, gender, age, physical or mental disability, serious medical condition, spousal affiliation, sexual orientation, gender identity, veteran status or any other basis prohibited by applicable law, or claims of harassment and retaliation, are not grievances, but should be reported to the Office of Human Resources for investigation.
- 29.2.2 A "grievant" shall be any faculty member, group of faculty members, or the Faculty Association.
- 29.2.3 "Days" shall mean workdays when the University is open.
- 29.2.4 The "respondent" means a University employee who is responsible for the alleged violation of the Agreement. If the action giving rise to the grievance was taken by a vice-president, the president or the Board, the University shall be considered the respondent and may be represented by a representative of its choice.

29.3 Basic Principles

- 29.3.1 The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure.
- 29.3.2 The parties acknowledge that it is desirable for problems to be resolved where

possible through free and informal communication. The parties, as well as individual faculty members and their immediate supervisors, are therefore encouraged to resolve problems in this manner.

- 29.3.3 Any faculty member or group of faculty members shall have the right at any time to present complaints to their supervisors informally and to have such complaints considered in good faith without the intervention of the Faculty Association, provided that settlements arising out of such interaction shall not be inconsistent with the terms of this Agreement, if applicable.
- 29.3.4 Grievance proceedings shall be kept as informal and confidential as possible at all levels of this procedure.
- 29.3.5 No reprisal or retaliation shall be taken against any party as a result of participation in the proceeding of a grievance.
- 29.3.6 The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
- 29.3.7 If the University fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
- 29.3.8 If the grievant fails to comply with the grievant's time limit requirements as set forth under any procedure levels, the grievance shall be considered null and void.
- 29.3.9 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by both parties.
- 29.3.10 A grievance shall not be considered unless the grievant files the grievance no later than twenty (20) days after the grievant knew, or reasonably should have known, of the action that precipitated the grievance. Actions taken when the faculty member is not under contract must be grieved no later than 20 days after the beginning of his or her subsequent contract.
- 29.3.11 A grievant and the respondent may be accompanied and represented by a representative of his or her choice at any hearing or meeting conducted under this procedure. If the University is the respondent, it may be represented by a representative of its choice.
- 29.3.12 A faculty member, acting individually, may present a grievance without the intervention of the Faculty Association provided the grievance has been processed in accordance with this procedure.
- 29.3.13 If a grievance affects a group of two or more bargaining unit members or

involves a decision or action by the University that has a system-wide impact, the Faculty Association may submit the grievance on behalf of the affected faculty members at Level Two of this procedure. The grievance may be submitted at Level One if all of the faculty members have the same Dean.

- 29.3.14 The parties shall cooperate in any investigation that may be necessary in order to expedite the process.
- 29.3.15 All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.
- 29.3.16 Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-instruction time.

29.4 Formal Procedure

- 29.4.1 Whether or not a grievant attempts to resolve a concern through informal discussion, a formal grievance must be filed at the appropriate step within twenty (20) days after the grievant knew, or reasonably should have known, of the action that precipitated the grievance.
- 29.4.2 A formal filing of a grievance shall in every case and at every level specify:
 - a. the nature of the grievance, including a brief statement of pertinent facts, evidence supporting the grievance, and a history of the grievance process to date;
 - b. the provision(s) of the Agreement alleged to have been violated;
 - c. the identity of the respondent, if any; and
 - d. the remedy sought by the grievant

29.5 Level One

- 29.5.1 Within twenty (20) days after the Grievant knew, or reasonably should have known, of the action that precipitated the grievance, the grievant or the grievant's Faculty Association's representative must file a formal grievance along with a request for a meeting in writing to the Dean with the objective of resolving the grievance informally. If the Dean is the respondent, the grievance may be filed with the VPAA.
- 29.5.2 If there is a respondent, the Dean will share the grievance with the respondent within five (5) days after receiving the grievance. The respondent may submit a written response to the grievance within ten (10) days of receipt. The Dean may meet one or more times, individually or together with the Grievant, the Respondent,

and any other individuals with relevant information, in the Dean's sole discretion, provided that, the Grievant may always include the Faculty Association in any meetings he or she attends. The respondent may be represented at all meetings by a representative of his or her choice.

- 29.5.3 If the Dean has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. The University may defer the grievance back to Level One if the Dean at that Level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of the receipt of the grievance.
- 29.5.4 Within ten (10) days of his last meeting with either the grievant or respondent, the Dean shall issue a written response to the grievant, the respondent, and to the Faculty Association.
- 29.5.5 If either the grievant or respondent is not satisfied with the Dean's disposition, or the Dean has not responded within ten (10) days of the time set forth in 29.5.4, the grievant or respondent may appeal the grievance to Level Two (VPAA) no later than ten(10) days following the receipt of the Dean's response, or failure to respond.

29.6 Level Two

- 29.6.1 An appeal to the VPAA (or the President's designee, if the VPAA is the subject of the Grievance) must include the original grievance along with a description of the evidence deemed relevant by the grievant, and a statement of the grievant's requested outcome. If the Faculty Association has filed the grievance on behalf of more than one faculty member, a representative faculty member must be identified. If 29.5.3 is invoked, then the VPAA will share the grievance with the respondent within five (5) days after receiving the grievance. The respondent may submit a written response to the grievance within ten (10) days of receipt.
- 29.6.2 No later than the ten (10) days following receipt of the written grievance, the VPAA shall schedule a meeting or meetings in an attempt to resolve the grievance. To this end, the VPAA may meet one or more times, individually or together with the Grievant, the Respondent, the Dean and any other individuals with relevant information, at the VPAA's sole discretion, provided that the Grievant may always include the Faculty Association in any meetings he or she attends and the Respondent may be represented by someone of his or her choice.
- 29.6.3 No later than twenty (20) days following receipt of the written grievance, the VPAA will issue a statement that the grievance has been resolved to the satisfaction of both parties and describes the resolution, or that provides a resolution to the grievance. In either case the VPAA will submit the disposition to the grievant, the respondent, the Faculty Association, and any other appropriate party.
- 29.6.4 If there was no agreed upon resolution at Level Two and either the grievant or respondent is not satisfied with the VPAA's disposition, the grievant or respondent

may appeal the grievance to Level Three no later than ten (10) days following the receipt of the VPAA's resolution.

29.7 Level Three

- 29.7.1 Within ten (10) days of receipt of the grievance, the President or his or her designee shall schedule a hearing to be held within twenty (20) days of receipt of the VPAA's resolution.
- 29.7.2 The President or his or her designee shall inform the parties of the process for exchange of witness lists, documents and other procedural matters. Each party shall be entitled to present evidence and/or witnesses and shall have the right to question witnesses brought by the other party. The Grievant may be represented by the Faculty Association and the Respondent may be represented by someone of his or her choice. The hearing shall be recorded, by tape recording or other similar means.
- 29.7.3 If the President conducted the hearing, after the conclusion of the hearing, the President shall issue a written decision to the grievant, the Faculty Association, the respondent, the Dean, and the VPAA, as appropriate.
- 29.7.4 If the President's designee conducted the hearing, no later than ten (10) days following the conclusion of the hearing, the designee shall submit the hearing record and his or her recommendation to the President. The President may accept, reject or modify the designee's recommendation and shall issue a written decision to the grievant, the Faculty Association, the respondent, the Dean, and the VPAA, as appropriate.

29.8 Arbitration

- 29.8.1 If both the Grievant and the Faculty Association's Executive Committee are not satisfied with the President's written disposition, the Faculty Association may appeal the Grievance to arbitration by submitting a written request for arbitration to the President no later than ten (10) days following the receipt of the President's written decision.
- 29.8.2 The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. The process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.
- 29.8.3 The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.

- 29.8.4 The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to extend, subtract from, or detract from the right of the employees covered by this Agreement. The written decision must be sent to the grievant, the Faculty Association, and the President.
- 29.8.5 The arbitrator's decision shall be final and binding on all parties
- 29.8.6 The arbitrator's fees and costs shall be shared equally by the Faculty Association and the University, when the Grievant(s) is/are dues-paying member of the Faculty Association. If the faculty member is not a dues-paying member of the Faculty Association, the faculty member must pay for costs normally paid by the Faculty Association. All other expenses shall be assumed by the party incurring the cost.

ARTICLE 30**EMPLOYER'S POLICIES**

The Association recognizes the right of the University to establish such policies as it may deem necessary or desirable, provided that such policies are not in conflict with the terms and provisions of this Agreement. In an effort to work collaboratively, the University will make a good faith effort to vet proposed policy changes with the campus community and the Faculty Association for input prior to Board of Regents action(s). Application of Board approved policies shall apply equally to all faculty members. Any controversy between the University and the Association as to whether or not a policy is in conflict with the terms and provisions of this Agreement shall be considered a dispute subject to the arbitration procedure in Article 29 Grievance and Arbitration.

ARTICLE 31**WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the limited 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.

The University and the Association, each voluntarily and without qualification, agree that for the life of this agreement that the other shall not be obligated to bargain collectively with respect to any subject or 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 32**SAVING CLAUSE**

In the event that any portion of this Agreement is invalidated by a passage of legislation or a decision of a Court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiating the provision so invalidated.

ARTICLE 33

TRAVEL REMIBURSEMENT

For AY17 faculty shall receive \$700 for travel expenses. Departments are allowed to use other funds, except salaries and fringe, to supplement these funds as long as it does not impact the operations of the department/school.

Beginning AY 18, faculty members shall be reimbursed up to \$1500 per year for travel expenses to be used for professional conferences or other professional development activities in accordance with this agreement. Faculty members will submit a proposal to the Department Chair to utilize these funds. Travel shall be approved by the Department Chair and Dean following an evaluation of its contribution(s) to scholarship in the discipline, the program, or the department strategic goals or priorities, and its alignment to the University's mission.

Beginning FY18 Department budgets will no longer include this source of funding. These funds instead will be allocated to Deans' budgets. Decisions may be appealed to the Vice President for Academic Affairs.

For professional travel involving the use of private vehicle, faculty shall be reimbursed at the federal Standard Mileage Rate as set by the Internal Revenue Service.

ARTICLE 34

FACULTY APPOINTMENT

The appointment of a faculty member to a rank represents a judgment by the Department, Chair, Dean, VPAA, and President that the individual has met the requirements of the rank and is an indication of the institution's confidence in the individual. Tenure and Promotion are earned achievements and not entitlements.

34.1 Rank of Assistant Professor

Persons appointed to this rank shall hold an earned doctorate, terminal degree, or be "All But Dissertation" (ABD) in their field or related field. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements. Assistant Professors shall show competence and creativity in teaching, demonstrated ability to do scholarly or creative work, and serve on university committees. Assistant Professors must complete their doctorate or terminal degree prior to applying for tenure or promotion to Associate Professor.

34.2 Rank of Associate Professor

Persons appointed to this rank shall hold an earned doctorate or terminal degree in their field or related field, and shall have demonstrated excellence in teaching, evidence of scholarly or creative productivity, and active involvement on university committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements.

34.3 Rank of Professor

Persons appointed to this rank shall hold an earned doctorate or terminal degree in their field or related field, and shall have demonstrated excellence in teaching, evidence of significant scholarly or creative productivity, and leadership on university committees. In certain disciplines a master's degree plus professional certification appropriate to the discipline will meet the degree requirements. They shall have served a minimum of five years in the rank of Associate Professor and be tenured prior to appointment to this rank.

34.4 The first contract issued to a faculty member who has been hired to a tenure-track position must state the number of years granted, if any, toward tenure and/or promotion. Normally, the credit towards tenure and/or promotion will not exceed two years and is subject to the following:

34.4.1 For each year that the faculty member has served full-time at an accredited post-secondary institution at the rank of assistant professor or higher, she may receive a year's credit towards tenure and/or promotion with the approval of the department and/or discipline faculty and the VPAA.

34.4.2 Normally, the maximum credit that a faculty member can receive under this policy is two years. Any further credit can only be granted with approval of the majority of the members of the Bargaining Unit within the faculty of that department and the VPAA.

34.4.3 In addition, if no credit toward tenure or promotion was granted upon initial hire, within the first year of service, faculty members with significant academic or non-academic (e.g.,

- industry, public sector) experience may negotiate for up to two (2) years credit towards tenure and/or promotion by virtue of their contributions to their academic discipline or in nonacademic work experiences. Such credit will be granted after the approval of the departmental faculty, the Dean, and the Vice President for Academic Affairs. Maximum credit granted will normally not exceed two (2) years.
- 34.4.4 Hiring professors with tenure will be a rare occurrence and may only be done with the recommendation of the VPAA and with approval of the majority of members of the Bargaining Unit faculty of the department/discipline and with final approval of the President.
- 34.4.5 Terminal Degree: Hiring of a faculty member without ABD status, a terminal degree, or without a master's degree plus professional certification appropriate to the discipline should be a rare occurrence. A timeline for completion of the terminal degree for ABD faculty or faculty who still need to complete their master's degree plus professional certification shall be agreed upon by the VPAA and the faculty member upon negotiation of the initial contract. Faculty who do not meet the terminal degree requirements in their discipline or related field are not eligible to apply for tenured faculty status. It is recognized, however, that the criteria for a terminal degree vary by discipline and that, in some instances, equivalent professional achievement is regarded as a qualification for tenure. The determination of what constitutes a terminal degree in each discipline is made by the Administration and normally will be the degree deemed appropriate for teaching at the college/university level by a recognized accrediting body in that discipline.
- 34.4.6 Certification/Licensure: In certain disciplines, professional certification/licensure is necessary to adequately meet the requirements of the faculty position. In such cases, the faculty member must maintain current and active certification/licensure status.

ARTICLE 35**TIMELINES**

Both parties will adhere to agreed-upon timelines established within this agreement. Failure by the Administration to adhere to a timeline, through no fault of the Faculty, will warrant the establishment of a new timeline for affected Faculty member(s). If a Faculty member fails to adhere to timeline, the Administration may reject that faculty member's proposal or application. If there are extenuating circumstances that lead to the faculty member missing the timeline, the matter may be appealed to the appropriate administrator. When a timeline is not adhered to by an Administrator, the event will be reported to their immediate supervisor. The supervisor will then determine whether the establishment of a new timeline for the faculty member is enough to rectify the situation, and/or whether further disciplinary action is warranted for the administrator missing the timeline. The Administration will, at the beginning of each academic year, make a good faith effort to communicate all timelines to faculty. However, it is the faculty's responsibility to remain abreast of all critical timelines.

ARTICLE 36**RELIGIOUS HOLIDAYS**

In accordance with the NMHU policy regarding religious holidays, faculty shall notify the chair and dean two weeks in advance, when feasible, of any requested time away from work. Faculty members shall be responsible for completing and signing the faculty absence form. It is the faculty member's responsibility to cover any missed classes or provide alternative assignments and to avoid compromising the integrity of the course. The university will make efforts to reasonably accommodate such requests to the extent of the law. If allowing the faculty member to have the religious holiday off would cause an undue hardship for the university, the accommodation is not required.

ARTICLE 37**GRANTING TENURE TO ADMINISTRATORS**

In order to attract and retain highly qualified administrators, the University may grant tenure to new or current Provost/VPAA, Deans, or other administrative positions. The hiring of faculty with tenure will be a rare occurrence and will be done upon the recommendation of the majority of members of the tenured and tenure-track faculty of the department/discipline and with final approval of the President. In the spirit of shared governance, the administration will consider input from the department, school, or college during the hiring process.

The process for affected academic departments is as follows:

- 37.1 Upon receipt of the global communication with notification of the final candidate(s) interviews, it is the responsibility of the affected department's chair to collect and disseminate the appropriate materials to their tenured and tenure-track faculty within that department for review.
- 37.2 At the request of the chair of the affected department, the candidate may be asked to give an additional interview with the department.
- 37.3 Tenured and tenure-track faculty within the academic department will review the materials based upon the department's own processes and criteria for tenure and based upon the CBA definitions of rank.
- 37.4 Within five (5) business days following the candidate's final interview, the department chair will submit to the President the department's evaluation of the strengths and weaknesses for each candidate as it relates to the awarding of tenure and rank.
- 37.5 The President will notify the Provost/VPAA of the final decision regarding this issue.

CBA – APPENDIX A

MATERIALS FOR THE TENURE/PROMOTION DOSSIER

NAME OF APPLICANT: _____

DEPARTMENT: _____

For the purposes of evaluation for promotion and tenure, each faculty member shall develop a dossier. The dossier will be summative, and should closely reflect the information presented in the faculty member's Annual Reports from the previous years. Information should be relevant to the time of hire for tenure and the time in rank for promotion. The dossier shall include the following and must be certified by the Chair prior to submission:

Table of Contents (with page numbers)

- _____ 1. Cover letter confirming the faculty member's intent to enter the tenure and/or promotion review process.
- _____ 2. Self-Evaluation.
- _____ 3. Narrative history of the faculty member at NMHU.
- _____ 4. Teaching and advisement section that includes.
- _____ a. A narrative statement on the faculty member's teaching philosophy.
- _____ b. A narrative of the teaching and advisement activities at NMHU.
- _____ c. Copies of student evaluations for previous five years.
- _____ d. Copies of Peers', Chair's, and Dean's observations of classroom teaching.
- _____ e. Professional development activities related to teaching.
- _____ f. Additional documentation regarding teaching and advisement activities.
- _____ 5. Scholarship, Research, and Creative activities section that includes:
- _____ a. A narrative statement on the faculty member's scholarship at NMHU for the past five years.
- _____ b. A copy of the department's approved Research and Scholarship criteria.
- _____ c. A list of publications, presentations, recitals, shows, and funded research.
- _____ d. Professional development activities related to scholarship.
- _____ e. Additional documentation regarding scholarship activities.
- _____ 6. Service activities section that includes:
- _____ a. A narrative statement on the faculty member's service at NMHU for the past five years.
- _____ b. Documentation of service to the University, Student Body, Community, and Profession.
- _____ 7. Current Curriculum Vitae.

I have inspected the applicant's dossier and have deemed it complete as per the criteria stated above.

Department Chair/Dean: _____ Date: _____

APPENDIX B — EVALUATION TIMELINE CHART

Credit towards tenure/ promotion	None	One	Two
Year 1	Informal Review	CREDITED	CREDITED
Year 2	Annual Review	Informal Review	CREDITED
Year 3	Annual Review	Annual Review	Informal Review
Year 4	Practice Portfolio	Practice Portfolio	Practice Portfolio
Year 5	No Review	No Review	No Review
Year 6	Tenure/ Promotion	Tenure/ Promotion	Tenure/ Promotion
Year 7	No Review	No Review	No Review
Year 8	Biennial Review	Biennial Review	Biennial Review
Year 9	No Review	No Review	No Review
Year 10	Biennial Review	Biennial Review	Biennial Review
Year 11	Eligible for promotion	Eligible for promotion	Eligible for promotion
Year 12	Biennial review ongoing or starting two years after promotion	Biennial review ongoing or starting two years after promotion	Biennial review ongoing or starting two years after promotion

**CBA – APPENDIX C
FACULTY ANNUAL REPORT OF ACTIVITY
Academic Year _____**

Faculty Member: _____ **Rank/Title:**

College/School: _____ **Acad. Department:**

Please refer to the New Contract Agreement: Article 23, Evaluation, ref: 23.4 & 23.5

As per Article 23.2.1, submit an updated curriculum vitae to the Department Chair.

◆TEACHING AND ADVISEMENT

Enter Narrative (Text box will wrap text and expand as needed):

◆SCHOLARLY ACTIVITY

Enter Narrative (Text box will wrap text and expand as needed):

◆SERVICE

Enter Narrative (Text box will wrap text and expand as needed):

◆ADDITIONAL INFORMATION

Enter Narrative (Text box will wrap text and expand as needed):