NEW MEXICO HIGHLANDS UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT

January 29,2021 - June 30, 2024

Approved by NMHUFASA

Date: January 27,2021

Approved by Board of Regents

Date: January 29, 2021

Table of Contents

Article 1: Recognition	page 2
Article 2: Preamble	page 4
Article 3: Successor Agreement	page 5
Article 4: Union Rights	page 6
Article 5: Non-Discrimination	page 8
Article 6: Labor Management Relations Committee	page 9
Article 7: Publication of Agreement	page 10
Article 8: Holidays	page 11
Article 9: Seniority	page 12
Article 10: Agreement	page 13
Article 11: No Strike or Lock Out	page 14
Article 12: Drug Free Workplace	page 15
Article 13: Reduction in Force (RIF)	page 19
Article 14: Compliance	page 21
Article 15: Personnel File	page 22
Article 16: Mileage and Per Diem	page 23
Article 17: Job Vacancies & Postings	page 24
Article 18: Grievance and Arbitration Procedure	page 25
Article 19: Salaries	page 29
Article 20: Sick Leave	page 31
Article 21: Annual Leave	page 32
Article 22: Benefits	page 33
Article 23: Witness Leave	page 36
Article 24: Just Cause	page 37
Article 25: Bereavement Leave	page 38
Article 26: Terms of Agreement	page 39
Article 27: Disciplinary Action	page 40
Article 28: Management Rights	page 42
Article 29: Job Descriptions	page 44
Article 30: Employee Parking	page 45
Article 31: Reclassification of Positions	page 46
Article 32: Removal of NMHUFASA Positions from the Bargaining Unit	page 47
Article 33: Creation of New Titles	page 48
Article 34: Definitions	page 49
Appendix A: Grievance Form	page 51
Signature Page	page 52

ARTICLE 1
RECOGNITION

1. The University recognizes the NMHUFSA as the sole and exclusive representative of the 3 classes of the bargaining units.

2. The Professional Staff bargaining unit consists of 75 individuals and positions as identified in the MOU date August 31, 2016:

    2.1 The University and the Association have agreed that the positions of administrative assistant and senior administrative assistant shall be included in the bargaining unit.

    2.2 The University and the Association have agreed that the position of accountant shall be included in the bargaining unit.

    2.3 The University and the Association have agreed that the following positions are not considered directors and shall be included in the bargaining unit: Assistant Director of University Relations; EOS Online: Manager of ITV Operations; and Financial Aid Assistant Director.

    2.4 The University and the Association have agreed that Director-level positions would not be included in the bargaining unit, subject to exceptions in the following paragraph. This includes all positions that have "Director" in the title, as well as the positions of Head Golf Professional, Ilfeld Auditorium Manager, and Project Manager/Facilities.

    2.5 The University and the Association further agreed that certain individuals who hold Director positions with the University at the time of this Agreement, may be permitted to join the bargaining unit, through a specific memorandum of understanding, which will grandfather these individuals into the bargaining unit. However, the University and the Association have agreed that these positions will not be included in the bargaining unit in the future once those individuals separate from the University regardless of the reason for separation or no longer hold their current Director-position should they remain employed with the University provided that the job description and duties of each position remain substantially the same. Those grandfathered positions are: Director of Housing, Director of Campus Life, Director of International Education, and Director of Career Services.

3. This Unit does not include probation, temporary, interim or grant funded positions. The University and the Association agree that that bargaining unit consists of individuals and

positions as outlined in Exhibit B of the Memorandum of Understanding dated August 31,2016.

ARTICLE 2
PREAMBLE

2.1 The general purpose of this agreement is to provide for orderly and constructive employee relations in the public interest, and in the interest of employees in the bargaining unit herein covered and in the interest of New Mexico Highlands University (hereinafter, the 'University'), to maintain harmony, cooperation, and understanding between the employer and employees in the Bargaining Unit, and to afford protection of the rights or privileges of employees in the Bargaining Unit, and of the employer, as stated in this agreement, and to ensure the continued delivery of services to the students of the University and the fulfillment of the mission of the University.

2.2 The University, New Mexico Highlands University Faculty and Staff Association (hereinafter, 'NMHUFASA'), and its members agree that a sincere effort will be made to administer and abide by this agreement in accordance with the negotiated intent of its terms and provisions to the end of maintaining sound labor management relations consistent with NMHUFASA status as the exclusive bargaining representative of all employees in this particular bargaining unit.

2.3 In all areas where this agreement is clearly demonstrated to be in written conflict with University policies, this agreement will supersede.

ARTICLE 3
SUCCESSOR AGREEMENT

3.1 Negotiations for a successor agreement may be initiated when either party submits a written notice to the opposite party requesting the commencement of negotiations for a successor agreement. The party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations within ten (10) workdays of receiving the notice. The notice of request to commence negotiations for a successor of new agreement shall be sent no earlier than 6 months prior to the termination date of the current Agreement.

3.2 If the parties have not reached an agreement on a successor agreement before this Agreement terminates, the most recent Agreement shall remain in full force and effect until a successor agreement is negotiated and ratified. No provisions of any agreement shall be construed to be retroactive, or to take effect retroactively, unless explicitly agreed to in writing by both parties as an addendum to the applicable Agreement.

3.3 An impasse in collective bargaining negotiations shall be resolved in accordance with the procedures set for with the State Labor Board.

ARTICLE 4
UNION RIGHTS

The Association, as the exclusive representation for all members of the Professional Staff Bargaining Unit, has the rights listed below:

4.1 The NMHUFASA shall retain all rights in accordance to the Public Employee Bargaining Act ("4. PEBA"), NMSA 1978, 10-7E-1 through 26 (2003, as amended through 202) (HB-364) unless otherwise noted in the CBA.

4.2 Use of University Property. The University shall permit the Union to use University facilities or property for purposes of conducting meetings with the represented employees in the bargaining unit, and follow all university policies and procedures regarding usage. The Union may hold the meetings described in this Article at a time and place of the Union's choosing, so long as places are listed on the Facilities Usage form and the meetings do not interfere with University operations. The Union shall have the right to conduct the meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees. The Union is responsible for providing any resources or personnel not provided by the University.

4.3 Worksite Access. The University shall allow the Union reasonable access to employees in the bargaining unit, including the following:

4.3.1 For purposes of newly hired employees in the bargaining unit, reasonable access includes:

(a) the right to meet with new employees, without loss of employee compensation or leave benefits.

(b) the right to meet with new employees within thirty (30) days from the date of hire for a period of at least thirty (30) minutes but not more than one hundred twenty (120) minutes, during new employee orientation or, if the University does not conduct new employee orientations, at individual or group meetings.

4.3.2 For purposes of employees in the bargaining unit who are not new employees, reasonable access includes:

(a) the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and

(b) the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

4.4 Communication. The Union shall have the right to use the electronic mail system or other similar communication with the employees in the bargaining unit regarding: (1) collective bargaining, including the administration of the Agreement; (2) the investigation of grievances or other disputes relating to employment relations; and (3) matters involving the governance or business of the Union. No other uses of University email are permitted and use of University email should not imply that the University requires, promotes, or endorses the email content related to union communications.

4.5 Access to Union Representatives. Bargaining unit employees are entitled to contact their respective authorized Union representative(s) during non-work time. Bargaining unit employees are free to conduct Union business during non-work time, which is the time before their workday begins, during lunch and breaks taken during the workday, or after workday ends.

4.6 If the University has the information in the employer records, the University shall provide to the Union, in an editable digital file format, the following information for each employee in the bargaining unit:

(1) the employee's name and date of hire:

(2) contact information, including: (a) cellular, home and work telephone numbers;

(b) a means of electronic communication, including work and personal electronic mail addresses; and (c) home address or personal mailing address; and

(3) employment information, including the employee's job title, salary, employment status (status of regular employees and with probation status employees on bottom of list in probation sections), and work site location.

The University shall provide the above information to the Union within ten (10) days from the date of hire for newly hired employees, and every four (4) months for employees in the bargaining unit who are not newly hired employees. The information shall be kept confidential by the Union and its employees or officers.

As part of Article 6- Labor Management Relations Committee, the University and the Association shall meet every 120 days to discuss information the University is required to provide in accordance with PEBA.

ARTICLE 5
NON-DISCRIMINATION

The parties agree that they shall abide by all applicable state and federal law as it relates to non-discrimination based on a protected class, as recognized and defined under applicable state and federal law.

The parties agree that they will not practice nor tolerate retaliation, bullying, harassment, or discrimination against employees covered by this agreement because of race, color, religion, sex, sexual orientation, ancestry, national origin, age, mental or physical disability, marital status, gender identity, gender expression, genetic information, medical condition, veteran status, spousal affiliation, pregnancy, union or nonunion affiliation, union activity, political affiliation, or discrimination against any other protected class. Alleged violations of this article may be grieved in accordance with Article 18 as set forth in this agreement prior to seeking any other remedy under law, regulation, or other processes, except where prohibited by law.

ARTICLE 6
LABOR MANAGEMENT RELATIONS COMMITTEE

6.1 Purpose

A joint Labor Management Relations Committee (hereinafter referred to as LMRC) has been established to help promote a harmonious and cooperative relationship.

6.2 Labor Management Relations Committee Meetings

No more than three (3) representatives of the employer may meet with no more three (3) NMHUFASA representatives at a mutually agreed upon date and time at least biannually to discuss matters of interest raised by either party. Each party shall identify in writing topics for discussion at least one (1) week prior to the scheduled meeting. Negotiation of matters under and related to the current Collective Bargaining Agreement shall not be topics of discussion, and the parties agree that such matters must be resolved through collective bargaining. By agreement of both parties, biannual meetings may be waived, or additional meetings may be scheduled.

6.3 Authority

The LMRC will have no authority to modify the terms of the Agreement.

ARTICLE 7
PUBLICATION OF AGREEMENT

7.1 The employer shall make this agreement available on its website within thirty (30) calendar days of the effective date of this agreement.

ARTICLE 8
HOLIDAYS

8.1 PSA members will be paid in observance of normal University holidays, specifically Martin Luther King Jr. Holiday, Spring Recess, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving and eight (8) work days at the end of December, constituting winter break, and January 1. In order to receive holiday pay, for the days immediately prior and following the designated holidays, employees must:

*work a full, regularly scheduled work day

*be on an approved vacation

*be on an approved, paid leave of absence

*be on approved planned sick leave

*notify their immediate supervisor within the time frame specified in the current NMHU Personnel Policies and Procedures Manual in the event of an unforeseen illness or circumstance.

8.2 With reasonable notice, except in the case of an emergency, employees may be required by their supervisor to work on a holiday as defined above in section 8.1. The employee will be granted a day off on the work day immediately preceding or following, with the approval of the employee's supervisor, or another time within (30) calendar days. An employee's preference shall not be unreasonably denied. In the case of an emergency, the supervisor shall give as much notice to the employee as possible under the circumstances. The need should not pose an extreme hardship on the employee. Employee expenses for travel and other related expenses from places other than their regular home address, as on file with NMHU, shall be reimbursed, with proper documentation.

ARTICLE 9
SENIORITY

The purpose of this article relates to any decision made by the University regarding the termination of employment due to layoffs, Reductions in Force (RIF), or recall from layoff, specifically those addressed in Article 13 of this agreement.

9.1 New Mexico Highlands University Seniority for the purpose of this agreement is defined as length of continuous service from the last date of hire as a regular, full time employee with New Mexico Highlands University.

9.2 Tie Breaker- The earliest hire date as recorded by the Human Resource's system, being considered as having the greater seniority, shall take precedence. In the event two or more PSA members have the same seniority date, the seniority of these employees shall be determined by the flip of a coin.

9.3 An employee's length of continuous, regular service is broken by any absence from service other than those required by law or explicitly approved by NMHU. Regular, full-time service shall be broken only by voluntary separation from the University. An employee who voluntarily separates from the University shall retain his/her seniority date for a period equal to his/her length of employment up to a maximum of one (1) calendar year. Any period of absence of more than one (1) calendar year shall represent a break in continuous regular, full-time service.

9.4 The Office of Human Resources shall prepare and forward upon written request to the PSA, seniority lists of PSA members as defined in this Article within 10 full working days of the request.

ARTICLE 10
AGREEMENT

10.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the State of New Mexico, which will control, in the event any provision of this agreement conflicts with said laws.

10.2 If any University policy, regulation, or directive conflicts with any provision of this Agreement, the Agreement provision will control. Changes to NMHU Personnel Policies and Procedures affecting the terms and conditions of employment of bargaining unit members covered by the Agreement shall be negotiated through collective bargaining. In addition, this Agreement shall not obviate the duty to bargain in good faith during the term of the collective bargaining agreement regarding changes to wages, hours, and all other terms and conditions of employment, unless it can be demonstrated that the parties clearly and mistakenly waived the right to bargain those subjects. Additionally, the impact of professional and instructional decisions made by the employer must be bargained, as defined by Section 10-7E-18 NMSA 1978 (Laws 2003, Chapter 4, Section 18 and Laws 2003, Chapter 5, Section 17).

10.3 This Agreement may only be modified or waived through a written agreement between both parties, or as provided by law.

10.4 Both parties shall not implement any change that specifically conflicts with, and will abide by, the terms of this Agreement, except as otherwise provided herein.

10.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied to all eligible PSA members of the bargaining unit.

10.6 This Agreement supersedes the NMHU Personnel Policies and Procedures affecting bargaining unit members for matters addressed in this Agreement. For those issues not covered in this Agreement, but covered in the NMHU Personnel Policies and Procedures, the most recent NMHU Personnel Policies and Procedures shall apply. An alleged violation of the NMHU Policies and Procedures and any Board of Regents approved amendments, if specifically, also addressed in this Agreement, must be grieved and resolved under the procedures outlined under this Agreement.

ARTICLE 11
NO STRIKE OR LOCKOUTS

PSA members will not engage in, cause, instigate, encourage, support or participate in any strike as defined in the "New Mexico Highlands University LMRB Resolution". The University will not engage in, cause, instigate, encourage, support or participate in lockouts of PSA members.

ARTICLE 12
DRUG FREE WORKPLACE

Members of this bargaining unit must adhere to all federal, state, and local laws and policies which are required by NMHU to ensure compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C § 701 et seq, and the Drug-Free School and Communities Act, 20 U.S.C § 1011i.

12.1 The Employee Assistance Program shall be offered in writing to any employee as a first course of action where appropriate.

12.2 Bargaining unit members must ensure compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq, including but not limited to:

- Shall be committed to ensuring the safety and welfare of its campuses, students, staff, faculty, and the public.
- Shall not manufacture, distribute, dispense, possess, or use unlawful controlled substances on NMHU property or as part of any of its activities. This activity is strictly prohibited. Alcohol is permitted only as outlined in the current Administrative Policies and Procedures Policy; Use and Possession of Alcohol on New Mexico Highlands University (NMHU) Property.
- Shall abide by this article and violations of these policies could result in disciplinary action, up to and including dismissal.
- Shall notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after the conviction, and those who are convicted of such violations shall satisfactorily participate in drug abuse assistance or a rehabilitation program and /or shall be disciplined up to and including dismissal.

12.3 Members of the bargaining unit must ensure compliance with the Drug-Free School and Communities Act, 20 U.S.C § 1011i, including but not limited to:

- Shall not possess, use, or distribute unlawful and illicit drugs and alcohol to students and employees on NMHU's property or as part of any of NMHU's activities except as outlined in the current policies of Administrative Policies and Procedures: Use and Possession of Alcohol on New Mexico Highlands University (NMHU) Property.
- Shall abide by applicable legal sanctions under local, State, and/or Federal law for the unlawful possession or distribution of illicit drugs and alcohol.
- Any violation of the acts or this article shall result in disciplinary actions, up to and including dismissal.

12.3.1 Bargaining unit members may contact the Human Resources Department regarding programs available to assist with the treatment of drug and alcohol counseling, treatment, rehabilitation, and/or re-entry programs. Employees will not be subjected to any form of disciplinary action solely for seeking treatment or assistance.

12.4 Reasonable Suspicion of Impairment

12.4.1 Reasonable suspicion is determined on a case-by-case basis and is triggered by an employee's actions and/or conduct. Examples of conduct, which may trigger reasonable suspicion are:

- A written statement documenting information that is provided by a reliable and credible source, outlining, but not limited to any of the following behaviors:
- Direct observation of the possession of illegal drug paraphernalia, including but not limited to, pipes, syringes, foil packets, pills, pill bottles, powders, or any other forms of drug paraphernalia.
- Direct observation of the physical symptoms of being under the influence of drugs or alcohol, such as impairment of motor functions or speech, or marijuana or any other drug odors, or alcohol odors.
- Abnormal conduct or erratic behaviors.

12.4.2 In the event that a supervisor has reasonable suspicion of impairment, the supervisor shall take steps to determine impairment and, whenever possible, shall have another individual present when he or she talks to the employee in order to further confirm or dispel the suspicion. The supervisor must document the interaction. If the supervisor determines that the employee may be impaired due to alcohol or other substances (whether legal or illegal), the supervisor must coordinate with Human Resources and Campus Police to:

- Place the bargaining unit member on administrative leave with pay;
- Require the bargaining unit member to leave the work site in a safe manner including assisting the employee in obtaining transportation. The supervisor will require the employee to leave the work site and travel to a testing facility in a safe manner including assisting the employee in obtaining transportation. It is the employee's responsibility to arrange transportation home from the testing facility in a safe manner.
- Inform the bargaining unit member that they are permitted to protest that supervisor's determination of impairment by being drug and alcohol tested within two (2) hours at a testing facility, and any delay longer that two (2) hours must be supported by evidence explaining and justifying the delay was for good cause.

12.5 Drug and Alcohol Testing of Employees

12.5.1 Members of the bargaining unit may be required to submit to a drug or alcohol test under certain circumstances as described herein. The appropriate use of prescribed drugs that are legal under both State and Federal law and non-prescriptions medications are not prohibited. The misuse or abuse of prescription and/or non-prescription drugs while performing job duties is prohibited and the use of these drugs should not adversely affect an employee's ability to perform required work.

12.5.2 The failure, refusal, or tampering with a drug or alcohol test may result in discipline, up to and including dismissal.

12.6 Random Testing for Safety Sensitive Positions

12.6.1 NMHU will maintain a list of the safety sensitive positions and any updates will be provided to the PSA.

12.6.2 Members of the bargaining unit in safety sensitive positions are expected to refrain from the illegal use of drugs and alcohol on and off duty.

12.6.3 Safety Sensitive positions include but are not limited to employees who operate, repair, and maintain passenger-carrying motor vehicles; employees who work with machinery, tools, 6ft. ladders, and lifts; and drivers of commercial vehicles, bus drivers, or other employees who operate vehicles, which transport students, or employees. Human Resources may designate additional safety sensitive positions.

12.6.4 Each bargaining unit member in safety sensitive position will acknowledge in writing that the employee has received and read a notice that the refusal to submit to testing shall result in disciplinary action, up to and including dismissal. If the employee refuses to sign the acknowledgement form, the employee's supervisor will document on the acknowledgment form that the employee received the notice but refused to sign. The acknowledgement will be forwarded to Human Resources and the failure to sign the notice will not preclude employee testing under this agreement.

12.7 Incidents Requiring Drug Testing

Members of the bargaining unit shall submit to drug and/or alcohol testing under the following circumstances.

- When a member of this bargaining unit is on duty and/or operating a NMHU vehicle and is involved in an accident: (1) requiring medical treatment; (2) with damage resulting in excess of $1,000; or (3) resulting in the employee being cited for any violation of applicable law.
- When there has been a personal injury requiring immediate medical attention.

- When, based on knowledge of the events and circumstances of an accident, the supervisor has reason to believe that the employee's involvement in the accident was influenced by the use of alcohol or a drug. The reason for requiring drug testing shall be documented by an affidavit signed by the supervisor.
- When the supervisor has reason to believe an employee was not impaired, but the employee must pay for tests, which yield positive results of impairment. Employees who yield positive results but who are under a doctor's care and can provide documentation of prescription use.

12.8 NMHU will pay for any tests, which certify the employee was not impaired, but the employee must pay for tests, which yield positive results of impairment. Employees who yield positive results but who are under a doctor's care and can provide documentation of prescription use.

ARTICLE 13
REDUCTIONS IN FORCE (RIF'S)

The University may enact a reduction in force when it determines that a serious financial need exists and that the sustainability and successful execution of the University mission is at stake. Notification of the need for a Reduction in Force shall be given as early as possible to the affected bargaining unit employees.

Reduction in Force

Reduction in Force (RIF) occurs when the University evaluates its workforce to align with fiscal and mission imperatives and determines that the workforce must be reduced for an indefinite period. This is distinct from performance related terminations. This is also distinct from a furlough where it is anticipated that the employee will be recalled at a definite time and is not permanent. RIF does not include voluntary separation from the University.

13.1 Reduction in Force

The University will document and communicate the reason for the reduction in force (RIF) and share this document with the union. A RIF shall not be construed to be in place without notification by the University. The University reserves the right to reorganize staff, terminate staff, reclassify staff, layoff or furlough staff, and leave vacant staff positions vacant for a period of time it determines necessary; these actions do not constitute a RIF for purposes of this agreement, unless otherwise specifically noted within the agreement.

In some circumstances, a layoff may turn into a RIF when a permanent decision is made to not recall employees.

13.2 Layoff

Whenever a bargaining unit employee is laid off, the order of layoff within the same job description shall be determined by seniority, except where an employee has on overall rating of unsatisfactory in their most recent performance evaluation. In such a case, said employee would be omitted from consideration and the next most senior employee would be considered. Seniority shall be defined as the length of service which a regular bargaining unit employee has served in a job description. Length of service for purposes of this article shall begin on the employee's first day of work as an employee of the bargaining unit. Seniority is the determining factor, except as provided above, for order of RIF within the same job description, within the same job title having the longest continuous term of seniority will be laid off in reverse order of seniority (last in, first out) according to University records related to seniority. Employees facing discharge as a result of the RIF/layoff may be considered for employment in other bargaining unit or non-bargaining unit positions, if a vacancy exists based upon their qualifications and experience.

A seniority list will be bargained by the University and Association upon completion of the Evergreen study in the first quarter of 2021. The seniority list will be updated during meetings in accordance to Article 6 to occur at least annually. Additionally, both parties agree to reopen Article 13 upon completion of the Evergreen study in the first quarter of 2021.

13.3 Recall

In the case of a recall, the University will mail a written notice via certified USPS mail to notify these individuals at their mailing address of record. The University will provide to the Union a list of the positions being recalled, if any, within five working days. To be eligible for recall, these individuals must have provided the University with their current mailing address and respond in writing via certified USPS mail to accept recall and report to work at the University within 14 calendar days of the date of mailing of the recall notice by the University. It is the responsibility of the employee to maintain a current and valid mailing address on record with the University for purposes of recall. Recall of an employee shall be withdrawn if the employee no longer meets all qualifications for the job for which they have been recalled.

ARTICLE 14
COMPLIANCE

PSA Members at New Mexico Highlands University shall abide by all written and approved NMHU Policies and Procedures. Accommodations made to persons determine by the Employer to be qualified individuals with a disability shall not serve as precedent for other PSA members. Except for policies dealing with compliance with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination and Employment Act (ADEA), the Family Medical Leave Act (FMLA), the Equal Pay Act (EPA) and all other applicable federal and state equal employment opportunity laws and regulations, alleged violations of this article may be grieved in accordance with Article 18 as set forth in this agreement.

ARTICLE 15
PERSONNEL FILE

15.1 The University shall maintain an official personnel file for each employee. The file will be maintained by the Office of Human Resources.

15.2 An employee will be permitted to review the material contained in his or her file and may be accompanied by and NMHUFASA representative while reviewing said personnel file. A representative of the Office of Human Resources must also be present during any review of individual personnel files.

15.3 An employee may submit a written response to any official document (i.e., evaluation, letter of reprimand, etc.) and may submit said response for inclusion in their personnel file.

15.4 The University will provide an employee, at no cost, a copy of any or all documents placed in his or her official personnel file, upon written request. The copy will be made available to the employee with (5) five full working days.

ARTICLE 16
MILEAGE AND PER DIEM

16.1 Employees required to travel on official university business will continue to be paid mileage and per diem as required by University policies and procedures, when using their personal vehicle. Mileage and per diem rates may be adjusted through the University's policy process, under approved rates current at the time of travel. The University is required to follow state and federal guidance related to the rates paid for mileage and per diem, under approved rates current at the time of travel. The University is required to follow state and federal guidance related to the rates paid for mileage and per diem. All reimbursement(s) shall be paid to the employee within 2 (two) weeks of the date of approval submission.

16.2 Standard per diem allowances will be reimbursed based on approved current state and federal guidance, but may include higher reimbursement rates for higher cost areas.

ARTICLE 17
JOB VACANCIES & POSTINGS

The University retains the right to manage, create, close, and fill job vacancy postings, and agrees to continue to provide professional development opportunities for all employees. The University's goal is a fair, equitable, and transparent process for filing vacancies. Employees shall be entitled to apply for all vacancies including but not limited to, promotional opportunities.

17.1 General

Job vacancies shall be posted, internally or externally, and shall contain information about the duties of the positions being posted including minimum qualifications for this position, as determined by the University. Job postings for vacancies and newly created positions shall contain, at a minimum, instructions for application, job title, examples of job-related duties, minimum qualifications, grade, wage rate, FTE and FLSA classification, expected work schedule and hours of work (full or part time).

17.2 Posting

Job posting for vacancies and newly created positions shall be posted on the University website and in other electronic and print outlets as appropriate for each position, as determined by the University, which may include advertising in local newspapers. Additionally, the search committee may request local advertising.

17.3 Notice

The University shall determine the length of each job posting but must post for a minimum of seven (7) calendar days. No bargaining unit position may be hired until the seven-day advertisement period is complete.

17.4 Job Posting Records

The University shall maintain within the department of Human Resources, copies of posted job postings, which shall be retained either in electronic or print format for a time period as required by state law, but no less than one (1) year. Upon written request, the Union may receive electronic copies of job postings.

ARTICLE 18
GRIEVANCE AND ARBITRATION PROCEDURE

18.1 Grievance Definition

Grievance is defined as an alleged violation, misapplication, or misinterpretation of this Agreement, provided however, that the Ground Rules and Articles 1 and 2 of this Agreement are not subject to this grievance and arbitration procedure.

18.2 Informal Resolution

Informal resolution of issues is encouraged before the party's resort to the following formal grievance procedure.

18.3 Self-Representation

An individual PSA member may present a grievance under the provisions of this article and have it adjusted without the intervention of the union as long as:

The adjustment is consistent with the terms of agreement; and

The union is provided with the opportunity to be present during the grievance meetings, is provided copies of grievance documents, and is provided an opportunity to make its views known.

The individual PSA member is wholly responsible for compliance with the terms of this Article. A PSA member may not retain outside representation under this grievance procedures without the advance approval of the union.

18.4 Grievance Initiation

Grievances may be filed on a form provided by the union, as an appendix to this agreement, on behalf of an individual aggrieved PSA member, or group of employees covered by this agreement, or by the union. Those steps in the grievance procedure that result in duplication of a step for a particular grievant may be skipped by the grievant (e.g., a grievant whose immediate supervisor is a Department Head or Dean of VP).

18.5 Steps in the Grievance Procedure

18.5.1 Immediate Supervisor Level

If applicable, all grievances must be initiated by presenting a written grievance to the grievant's immediate supervisor promptly and no later than fifteen (15) full working days after the grievant or the union was aware or reasonably could have become aware, of the incident(s) giving rise to the alleged grievance. The Union or

grievant shall submit the grievance to the immediate supervisor in writing and shall set forth:

Employees name, job title and department

The name, address, and telephone number of the union representative if any;

The article(s) of this agreement alleged to have been violated;

A description of the alleged violation, including the date on which the alleged violation occurred and identification of those present;

The relief requested;

The signature of the grievant or of the union representative as well as the signature of the immediate supervisor acknowledging receipt.

The immediate supervisor shall respond in writing within ten (10) full working days of receipt of the written grievance. Failure to respond shall constitute a denial of the relief requested under the grievance. If the grievance is not satisfactorily resolved at 18.5.1, the union may continue with 18.5.2 by filing with the Department Head/Director Grievance Representative (hereinafter referred to as DGR) within ten (10) full working days of receipt of the 18.5.1 response.

18.5.2 Department Head/Director Level

If applicable, the Union or grievant shall submit the grievance to the Department head or Director in each department in writing. The Department Head or Director shall respond in writing within ten (10) full working days of receipt of the written grievance. Failure to respond shall constitute a denial of the relief requested under the grievance. If the grievance is not satisfactorily resolved at this level, the Union may continue the grievance to 18.5.3 by filing with the Dean/Vice President within ten (10) full working days of receipt of the 18.5.2 response.

18.5.3 Dean or Vice President Level

If applicable, the Union or grievant shall submit the grievance to the Dean or VP in the major organizational unit in writing. The Dean or VP is a person designated by the University, under the term of this agreement, to be the recipient of 18.5.3 grievances on behalf of the University in each major organizational unit. If no Dean or VP has been designated, then the top administrative official of the major organizational unit shall be considered the VP. The Dean or VP may designate a senior administrative within his/her unit as designee to respond on his/her behalf. The Dean or VP, or designee shall respond in writing within ten (10) full working

days of receipt of the written grievance. Failure to respond shall constitute a denial of the relief requested under the grievance. If the grievance is not satisfactorily resolved at this level, the Union may continue the grievance to 18.5.4 by filing with the President within ten (10) full working days of receipt of the 18.5.3 response.

18.5.4 President Level

If applicable, the Union or the grievant shall present the grievance to the President in writing. The President shall respond in writing within ten (10) full working days of receipt of the written grievance. Failure to respond shall constitute a denial of the relief requested under the grievance. If the grievance is not satisfactorily resolved at this level, the Union may continue the grievance to 18.5.5. The decision of the President is final unless and until the grievance procedure in Article 18.5.5 is followed by the Union in a timely fashion, and with all requirements met.

18.5.5 Final and Binding Arbitration

New Mexico Statute 10-7E-17. Scope of bargaining:

"Section F. An agreement shall include a grievance procedure to be used or the settlement of disputes pertaining to employment terms and conditions and related personnel matters. The grievance procedure shall provide for a final and binding determination. The final determination shall constitute an arbitration award within the meaning of the Uniform Arbitration Act [44-7A-1 NMSA 1978]; such award shall be subject to judicial review pursuant to the standard set forth in the Uniform Arbitration Act. The costs of an arbitration proceeding conducted pursuant to this subsection shall be shared equally by the parties."

The Union may invoke arbitration by serving a written demand for arbitration upon the President within twenty (20) calendar days from receipt of a written determination from the President.

Within ten (10) full working days of the written demands for arbitration, the Union shall proceed under the provisions required by NM State Statute.

18.6 Miscellaneous Provisions

Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written agreement of both parties.

If the employer fails to respond within the designated time limits, the grievance shall be deemed denied and the Union may advance the grievance to the next step in accordance with procedures set forth in this Article.

The issue of non-grievability may be properly raised at any step of the grievance procedure without prejudice except as objections to timeliness, as otherwise indicated in this article, or as to any material issues that in fact have been impacted by withdrawal.

The grievance procedure set forth herein shall not apply to issues that occur before the effective date of this Agreement.

Utilizing the grievance procedure on an issue, in part or in whole, precludes that use of any other University appeals processes that may apply to the issue. Use of other University appeals processes to appeal an issue, in part or in whole, is an absolute bar to the use of the grievance procedure on the same issue.

ARTICLE 19

SALARIES

19.1 Salary Increases

Salaries in each year of this agreement will be limited to funds appropriated for compensation by the Legislature. NMHUFASA-Professional Staff Bargaining Unit who were hired prior to March 31, 2020, will receive a 2% increase to the base salary for fiscal year 2021, effective the first full pay period after ratification by both parties. 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.

Both parties agree to enter collective bargaining upon the final completion of the Evergreen Compensation Study during the first quarter of calendar year 2021, for further negotiations of fiscal year 2021 salary for bargaining unit employees. Both sides agree to swiftly ratify this article within 15 days of agreement of the article.

19.1.1 Temporary Assignments

A bargaining unit employee who in addition to their regular duties, is temporarily assigned the duties of another position due to a vacancy or an extended absence by an employee for a period in excess of thirty (30) business days shall be assigned a supplemental pay of 15% (fifteen percent) of the current bargaining unit employee's salary, if funding is available. Supplemental pay cannot exceed six (6) months of issuance without Vice President approval. A bargaining unit employee working additional duties for thirty (30) business days will receive a personnel form from Human Resources/Payroll.

19.1.2 Service Increase Adjustment

A supplemental award for years of continuous service shall be awarded as follows, and shall be paid at the annual employee recognition ceremony. Temporary employment terms shall not count toward years of continuous service. The amount is a gross one-time payment amount.

5 years - $250

10 years - $500

15 years- $750

20 years - $1,000

25 years-$1,250

Continuous Service is defined as employment by NMHU throughout the entire period, unbroken by any absence except those authorized by NMHU. Employees must attend all mandatory trainings, and receive 'satisfactory' in all performance review categories to be eligible for the continuous service award on their last two (2) annual reviews prior to the anniversary date of the employee, and must have not received a disciplinary action for one (1) year prior to their anniversary dates. The continuous service award is a one-time, supplemental pay.

ARTICLE 20
SICK LEAVE

Sick Leave Accruals

20.1 For bargaining unit employees, sick leave will be accrued at a rate of 5.54 hours of sick leave per biweekly pay period.

20.2 Bargaining unit employees may carry over a sick leave balance of up to 130 working days (1040 hours) form one fiscal year into the next.

20.3 PSA members shall be allowed to donate accrued annual leave hours to other employees for sick leave, in accordance with the leave donation program administered by Management.

20.4 Pursuant to laws 2019 Chapter 31 SB 157, unused, accrued sick leave may be purchased by the bargaining unit employee for service credit toward retirement through the Educational Retirement Board for retirement benefit calculations, as directed by law.

Sick Leave Usage

20.5 Employees are required to call or email the immediate supervisor if the employee is unable to report to work due to illness or injury within one (1) hour of the employee's work shift. If unable to reach the supervisor, the employee must leave the supervisor a message. It is the responsibility of the bargaining unit employee to ensure that the supervisor is informed that the bargaining unit employee will be absent from work.

20.6 The University reserves the right to request a physician's statement for sick leave used. When an employee is absent for four (4) consecutive work days due to an illness or injury, he or she shall submit to his or her supervisor and to the Human Resource Department a Physician's Statement certifying that he or she was under doctor's care during the period of absence and was unable to work.

20.7 If an employee's sick leave is exhausted, an employee who calls in sick will automatically have his or her leave charged to annual leave. If annual leave is exhausted, leave without pay will be applied, with supervisor and Human Resources approval, per University policy.

20.8 Family and Medical Leave Act (Act). Employees interested in FMLA must contact the Human Resources Department of eligibility requirements.

ARTICLE 21
ANNUAL LEAVE

21.1 PSA bargaining unit employees shall continue to accrue annual leave at the following rates:

Professional (Exempt) staff shall accrue 6.69 hours of vacation leave per biweekly period. Effective July 1, 2010, new employees in this category will accrue 6.15 hours of vacation leave per biweekly period.

21.2 A bargaining unit employee may not carry over more than 240 hours of vacation leave from one calendar year to another and from one fiscal year into the next. During the last pay period of each calendar year (December 31) and during the last pay period of each fiscal year (June 30), Human Resources/Payroll will process the forfeiture of any accrued vacation leave in excess of 240 hours.

21.3 Upon separation from the University, regular, interim and executive employees are paid for unused, accrued vacation hours up to a maximum of 240.

ARTICLE 22
BENEFITS

22.1 The Union recognizes that some benefits, and conditions on benefits, are set and regulated by the State and/or Federal Government. However, the University agrees to seek Union input if possible on such decisions concerning health care providers. Professional Staff bargaining unit employees, as defined in this agreement, and eligible family members-as defined by Risk Management Division (RMD) may participate in the following plans offered by RMD. Each fiscal year, RMD may offer an open/switch enrollment period. Total cost for these benefits shall be based on rates established by RMD for participating members. Eligibility, effective dates and change of status rules are defined by RMD. The following benefits are subject to change by RMD. Employees who decline participation in any of the plans provided do not receive a cash benefit.

22.1.1 RMD/Shared Costs – University 63% - Employee 37% on the following plans:

Health Coverage

Medical and Prescription Drug and Dental Coverage, Vision		
Salary	**NMHU**	**Employee**
$0-$19,999	75%	25%
$20,000-$24,9999.99	70%	30%
$25,000 and up	63%	37%
Vision Service Plan	100%	0%
Insurance		
$50K Term Life and Accidental		
Death and Dismemberment	100%	
	NMHU	**Employee**
Employee Assistance Program	100%	
Long Term and Short-Term Disability		100%

22.2 Educational Opportunities:

Tuition Reduction Program

For eligible employees in a degree seeking program, the University will waive tuition for one or more courses, not to exceed the equivalent of resident tuition for eight (8) credit hours each academic year (tuition paid by NMHU/fees paid by employee).

Dependent Tuition Waivers

Up to 12 credit hours per semester (tuition paid by NMHU/fees paid by employee's 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 ahead of time. If the proper forms are not filed in advance, tuition waivers shall not be applied at a later time), and any naturally, legally adopted, or step-children who, as of the original application deadline, are unmarried and have not reached age twenty-five (25) (tuition paid by NMHU/fees paid by employee).

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 the benefit, if applicable, will be included as compensation on the employee's W-2 form filed with the IRS and is subject to withholding.

Time off

Bargaining unit employees in a degree seeking program may be granted time off with pay per week to attend one,(1) course each semester at the discretion of the employee's supervisor. The employee participating shall forfeit breaks on class days. Supervisors are encouraged to grant permission for such time off, if possible based on workload or other legitimate business reason. If time off is not feasible, supervisors are encouraged to arrange for an Alternative Work Schedule in order for an employee to attend a class during the day, if possible based on workload or other legitimate business reasons.
Bargaining unit employees in a non – degree seeking program must arrange for an alternative work schedule with supervisor approval and will not be granted time off with pay. Employees granted time off to attend class must either report to class or remain at work. Leaving the work site and failing to report to class is grounds for disciplinary action up to and including discharge.

22.3 Employee Paid Benefits

Flex spending Account – The University will make available flex spending accounts, as permitted under law, which allows the employee to pay for eligible medical and/or dependent care expenses on a pre-tax basis.

Life Insurance – Additional Employee Term (Supplemental) Life, and Dependent Life (spouse, domestic partner, and children) coverage is made available by the University, at an additional cost borne solely by the employee

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.

22.4 Other Considerations:

The University will deduct insurance premiums in 24 installments within a 12-month period.

22.5 Retirement Benefits

22.5.1 Educational Retirement Options

NM Educational Retirement Board (ERB) is a shared rate set by NM Statute.

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

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

22.5.2 Retiree Health Care

NM Educational Retirement health care is a shared rate set by NM Statute.

ARTICLE 23
WITNESS LEAVE

23.1 Employees may use annual leave for time spent testifying as a witness. The employee should provide their immediate supervisor with a copy of the subpoena

23.2 Employees who are plaintiffs in any legal action against the University must use annual leave for all time spent in activities related to such action.

23.3 Employees appearing on behalf of the University, or as a representative of the University in any legal action, and who are appearing at the specific request of the University as such, to include depositions or witness testimony; will not be required to use annual leave for such purposes unless the employee receives a witness fee.

23.3.1 Employees appearing on behalf of the University or at the request of the University shall be reimbursed for all travel expenses incurred.

ARTICLE 24
JUST CAUSE

24.1 No bargaining unit employee shall be discharged, suspended, disciplined without just cause, including but not limited to, as defined in this Agreement.

24.2 The parties to this agreement affirm the concept of progressive discipline, within the limitations noted within this Agreement and University policies, and as permitted by law.

ARTICLE 25
BEREAVEMENT LEAVE

25.1 In the event of the death of a member of the immediate family, which is defined as a spouse, domestic partner where the domestic partnership has been documented with the University, child, step-child, parent, step-parent, aunt, uncle, brother, sister, brother-in-law or sister-in-law, mother-or father-in law, grandparent, grandchild, legal guardian, or any other person residing in the same household, or for whom the staff member caregiver is the bargaining unit employee. The employee is allowed paid bereavement leave, in addition to and not to be charged against sick or annual leave, of up to three (3) working days following the death of the immediate family member.

In the event the employee requires additional time. Three additional annual leave days may be used upon the approval of the employee's supervisor.

Normally, documentation related to bereavement leave is not required; however, the University reserves the right to request documentation related to bereavement leave requests.

ARTICLE 26
TERMS OF THIS AGREEMENT

In the event that any portion or provision of this Agreement is invalidated by duly enacted legislation of a decision of a court 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 portion or provision of this Agreement is declared to be in conflict with the law, that part or provision of the Agreement is immediately not enforceable. Either party may request to reopen negotiations on any provision invalidated or in conflict with the law, without said issue counting for purposes of the remainder of this article.

The terms and conditions of this Agreement shall continue in full force and effect upon signature by both parties and shall remain until June 30,2024 or until it is replaced by a subsequent written agreement. Either party may reopen negotiations on two (2) issues in the first year of this contract. In subsequent contract years, one (1) issue may be reopened, unless other conditions of this article apply.

Additional issues may be reopened by either party, with written agreement of both parties. Reopener for negotiations will be by written request filed during the month of April each year.

Salary negotiations will not be counted against the issues to be raised annually as described above.

ARTICLE 27
DISCIPLINARY ACTION

The University and the Union encourages a supportive problem-solving approach to workplace problems. Employee misconduct or unsatisfactory work performance may require disciplinary action.

27.1 Misconduct/Unsatisfactory Work Performance

Employee misconduct both at the workplace and outside of the workplace, may be the subject of disciplinary action. Unsatisfactory work performance may also be the subject of disciplinary action. Bullying, harassment, and other inappropriate conduct toward other employees, students, the public, and or the community will not be tolerated and may be construed as bargaining unit employee misconduct for the purposes of this article.

27.2 Investigation

At the University's discretion, a bargaining unit employee may be placed on paid administrative leave during an investigation involving the employee. At the onset, this employee will be informed of the investigation. The bargaining unit employee may be placed on administrative leave if the University determines it is necessary to protect the employee, protect the campus community, or protect an investigation. The bargaining unit employees shall continue to be paid their full salary and accrue benefits while on administrative leave.

The University may open an investigation based upon allegations, observations, or demonstrations of employee misconduct, or for issues related to unsatisfactory work performance. In the event that no action is taken after completion of the investigation, the bargaining unit employee shall return back to their regular job duties, if they have been placed on administrative leave.

Documentation related to the matter under investigation can be removed from the bargaining unit employee's personnel file upon the investigation's completion, if no actions are taken.

The University will cooperate with criminal investigations, subpoena requests, search warrants, or other requests compelled by law which may involve a bargaining unit employee without providing notice to said employee. This does not constitute an employment investigation for the purpose of this Article.

27.3 Disciplinary Action

Prior to disciplinary action, the employee will be given the opportunity to respond in writing to any findings, and to the proposed disciplinary action. Upon the receipt of a Notice to Discipline, the bargaining unit employee will be afforded ten (10) working days to respond to the proposed disciplinary action.

Normally, disciplinary action will be progressive in nature. However, misconduct by a bargaining unit employee may be of such a serious nature that the steps in progressive discipline may be omitted. They type of disciplinary action used will depend on the severity of the infraction, the employees previous disciplinary record, and other factors pertinent to the matter. Examples of such infractions include but are not limited to the breaking of any laws, theft, dishonesty, intent to do no harm to others, actual harm caused and or the potential for ongoing or future harm to others.

Progressive discipline may include verbal warnings, written counseling, written warnings, suspension, demotion, and discharge/termination.

27.4 Disciplinary Action Records

Copies of any documented disciplinary action shall be furnished to the Human Resources Office for placement in the bargaining unit employee's personnel file with the signature of the employee, acknowledging receipt of the action, or a notification that the bargaining unit employee refused to sign the document. A bargaining unit employee may attach a written response to any disciplinary action documented in the bargaining unit employee's personnel file. After three years, if no additional disciplinary infractions have occurred, the disciplinary record will be purged from employee's personnel file, upon the employee's request. An exception to the removal of a disciplinary record is if the disciplinary record addresses severe infractions, such as, but not limited to, breaking of a law, theft, dishonesty, and or intent to do harm to others.

All disciplinary action records shall be placed in the bargaining unit employee's personnel file. This file shall be kept electronically in the control of, or physically, in the office of Human Resources.

27.5 Union Representation

A bargaining unit employee shall be entitled to have present a representative of the Association during any disciplinary meeting, should the bargaining unit employee request it.

Any disciplinary action taken by the Administration may be grieved under Article 20. Performance discussions, evaluations, or coaching do not constitute disciplinary action.

27.6 Discretion

All disciplinary actions shall be performed in private and kept confidential. The University and the bargaining employee shall both apply discretion when correcting the unsatisfactory work performance or misconduct of a bargaining unit employee.

ARTICLE 28
MANAGEMENT RIGHTS

28.1 Applicability

All matters covered by this Agreement shall be governed by the provisions of applicable Federal and State law, including but not limited to the New Mexico Constitution, and all policies adopted by the NMHU Board of Regents. The Agreement at all times shall be applied subject to the provisions of such law and policy.

28.2 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.

28.3

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.

28.3.1 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.

28.3.2 To determine the size and composition of professional staff.

28.3.3 To hire, assign, transfer, and promote professional staff.

28.3.4 To discipline or terminate professional staff, for just cause.

28.3.5 To schedule hours and assign workload.

28.3.6 To formulate financial and accounting procedures.

28.3.7 To make technological improvements and/or change production methods.

28.3.8 To promulgate and require professional staff to observe University rules and regulations.

28.3.9 To subcontract work for business reasons.

All management rights under law not expressly and specifically limited by the Agreement shall be in full effect, and management rights shall be construed broadly, as consistent with law, regulation, and this Agreement.

28.4 Incorporation by Reference

It is acknowledged by both parties that there are laws, statues, regulations, and University policies that are and have been operative in the administration of the rights, entitlements, and responsibilities under this Agreement (i.e., judicial or administrative redress, insurance policies, travel policies, 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 29
JOB DESCRIPTIONS

All bargaining unit employees will be provided an electronic copy of their current job description when hired and upon any revisions to the job description. The bargaining unit employee will assign an electronic signature to the job description upon receipt. The job description will be placed in the employee's personnel file at the Human Resources Department. Job announcements as published through the University's applicant tracking system are the official job descriptions for the position upon hire; applicants certify the application attesting to the qualifications, terms, and conditions of the job announcement/job description when an application is transmitted for the position. The University's applicant tracking system is the official Search file for new hires, rehires, or transfers.

Upon request from the bargaining unit employee, Human Resources/Payroll will provide a printout of the job announcement /job description from the University's applicant tracking system posting.

Any revisions to the bargaining unit employee's terms and conditions of employment made to the job description shall be discussed with the bargaining unit employee and, at the employee's request, a union representative. Changes to terms and conditions of employment shall be bargained as directed by law and under the terms of this agreement.

ARTICLE 30
EMPLOYEE PARKING

30.1 New Mexico Highlands University shall continue to provide free parking to all PSA Members in designated employee parking areas on campus.

ARTICLE 31
RECLASSIFICATION OF POSITION(S)

31.1 The University determines the appropriate classification and grade for new, vacant, and existing staff positions through a review of the position's duties and responsibilities, among other considerations.

A review will be conducted whenever a new position is created or when the functions of an existing position change significantly and either the bargaining unit employee who is the position holder and/or the department requests a re-evaluation of the position grade.

31.2 A bargaining unit employee may initiate a request for reclassification of his/her position, no more often than once in a twelve (12) month period, and no more than two (2) times in a five (5) year period. The review shall be completed within nine (9) weeks.

31.3 Any change to compensation for reclassification to anther grade, whether an increase or decrease, will be effective retroactively to the payroll week start date following receipt of the completed review.

ARTICLE 32

REMOVAL OF NMHUFASA POSITIONS FROM THE BARGAINING UNIT

32.1 Bargaining Unit positions may be removed from the bargaining unit by action of the Labor Board. Where a position in the bargaining unit may be changed or eliminated, the parties may use the process specified in Article 6 of this Agreement to discuss disputed positions and to attempt to reach a mutual agreement to present for the consideration of the Labor Board.

The departure of an employee in a bargaining unit position does not result in the removal of the position from the bargaining unit, nor does a vacancy in the position. The University shall bargain proposed changes to the terms and conditions of employment for bargaining unit employees.

Nothing in this article shall be construed to abridge the rights under law of any party, or the authority of the Labor Board to determine bargaining unit membership and positions.

ARTICLE 33
CREATION OF NEW TITLE(S)

New positions shall be added to the bargaining unit by the accretion process specified by law, or by action of the Labor Board. Where new positions are in dispute, the parties may use the process specified in Article 6 of this Agreement to discuss disputed positions and to attempt to reach a mutual agreement to present for the consideration of the Labor Board.

Nothing in this article shall be construed to abridge the rights under law of any party, or the authority of the Labor Board to determine bargaining unit membership and positions.

ARTICLE 34
DEFINITIONS

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

"Bargaining Unit" shall mean all professional staff members at NMHU on the official professional staff bargaining unit list. This list is agreed upon by the Association and the Administration.

"University" shall mean New Mexico Highlands University or NMHU.

"Association" shall mean the NMHU Faculty and Staff Association.

"New Mexico Highlands University (NMHU)".

"New Mexico Highlands University Faculty and Staff Association (NMHUFASA)"- includes faculty, clerical, and facilities hourly staff and professional staff units.

"Professional Staff Association (PSA)"- is the exclusive representative for professional staff collective bargaining unit employees. The PSA is a bargaining unit in the NMHUFASA.

Full work days- actual hours dedicated to working as a NMHU employee during a regular Monday through Friday, 8 am to 12 noon and 1 to 5 pm calendar day.

"Day" shall mean one working day when the University is open.

"Written Notice"- Hard copy or email.

"Harassment/Bullying"- unwelcome conduct that is based on race, color, religion, sex (including pregnancy) national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Such conduct includes but is not limited to, making false claims, threats, humiliation, intimidation, verbal and or physical assault. Abusive conduct includes any university related off-campus events or functions.

"Family Medical Leave Act (FMLA)"- provided certain employees with up to 12 weeks of unpaid, job-protected leave per year. It also requires that their group health benefits be maintained during the leave.

"Public Employee Bargaining Act (PEBA)"- guarantees public employees the right to organize and bargain collectively with their employers, to promote harmonious and cooperative relationships between public employers and public employees and to protect the public interest by ensuring, at all times, the orderly operation and functioning of the state and its political subdivisions.

Citation: Laws 2003, ch. 4, § 2 and Laws 2003, ch. 5, § 2 enacted identical new sections of law, effective July 1, 2003. Both were compiled as 10-7E-2 NMSA 1978.

"American Arbitration Association (AAA)"- resolve conflicts out of court, in the field of alternative dispute resolution.

APPENDIX A

GRIEVANCE FORM

(Attach separate sheet(s) if needed}

AGGRIEVED EMPLOYEE(s}:

Employee Name: _____

Job Title: _____

Department: _____

Immediate Supervisor: _____

UNION REPRESENTATIVE:

Representative Name: _____

Title: _____

Department: _____

Telephone: _____

STATEMENT OF GRIEVANCE:

Collective Bargaining Agreement article(s) allegedly violated:

Description of alleged violation(s):

Relief Requested:

_____ _____

Grievant or Union Representative Signature/Date Grievance Step

_____ _____

Printed Name and Job Title of Employer Representative/Date Signature

Signatures

The below authorized signatures for NMHUFASA and Highlands University signify acceptance of the terms within this Agreement.

NMHUFASA-Professional Staff

Katherine Jenkins-President
NMHUFASA Professionals

1/28/21
Date

New Mexico Highlands University

Dr. Sam Minner- President
New Mexico Highlands University

2/4/21
Date