



COLLECTIVE BARGAINING AGREEMENT

July 27,2018 - June 30,2022

Approved by NMHUFASA

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ARTICLE 1

Recognition

The University recognizes the NMHUFSA as the sole and exclusive representative of the members of the bargaining unit. The bargaining unit is comprised of all regular employees who perform the positions and functions, custodial, maintenance, clerical, and technical employees for the purpose of collective bargaining with the University. This does not include probation, temporary, interim, or grant funded positions.

This agreement acknowledges this bargaining unit through the Staff Senate, as a partner in shared governance with the University's Administration.

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 all employees herein covered and in the interest of 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 all employees in the Bargaining Unit and the employer as negotiated, and to ensure the continued delivery of services to the students of New Mexico Highlands University.

- 2.2 The University, New Mexico Highlands University faculty and Staff Association (NMHUFSA), 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 NMHUFSA status as the exclusive bargaining representative of all employees in this particular bargaining unit.

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

ARTICLE 3

Association Rights

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

- 3.1 Use of Bulletin Board Space. The association shall be permitted to use bulletin board space on bulletin boards in 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. A copy of all postings must have the union's official seal and must be submitted to the Director of Human Resources prior to posting. The University may remove any material that violates this provision. Repeated violation may result in loss of privileges to use the bulletin boards.
- 3.2 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 policies procedures established by the University as long as doing so does not interfere with instruction or administrative activities. The Association will pay published room rate and other expenses incurred based on what is offered to other public entities. A copy of the official Collective Bargaining Agreement shall be posted on the NMHU website. Computer, printers, and copy machines can be used in accordance with the Library's public computer use policy (Use of Research Computers Policy) and only at those locations where public computers, public printers, and public copy machines are available on the campus.
- 3.3 All grievances, discovery, and matters pertaining to employees of the bargaining unit will be conducted after 5 p.m.
- 3.4 The University may afford Bargaining Unit employees, the right to attend University trainings and information sessions that pertain to the employee's position without submitting leave with supervisory approval.
- 3.5 NMHUFSA officers of union representatives may request time off without pay for Association business such as membership meetings, conventions, conferences and workshops subject to supervisor approval. The employees shall have the option of requesting vacation without pay. Negotiations shall be conducted during non -working hours.

ARTICLE 4

Management Rights

4.1 Coverage

The administration of all matters covered by this Agreement shall be governed by the provisions of applicable constitutional provisions, Federal and State laws, and the policies adopted by the Board of Regents. The Agreement shall at all times be applied subject to such constitutional provisions, Federal and State laws and policies.

4.2 Reserved rights

The University retains the right to manage its business and affairs, to include but not limited to hire, terminate, promote, and direct the workforce so long as this right is not expressly abridged by a provision of this Agreement.

4.3 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:

- 4.3.1 To determine and interpret the mission of the University and the methods and means necessary to efficiently fulfill that mission; including organizational structure, the contracting out for of the transfer, alteration, curtailment or discontinuance of any service.
- 4.3.2 To determine the size and composition of staff
- 4.3.3 To direct the work of, hire, assign, transfer, promote, and demote staff.
- 4.3.4 To discipline staff and to terminate staff
- 4.3.5 To schedule hours and assign workloads
- 4.3.6 To create, revise, and abolish staff positions
- 4.3.7 To make financial and accounting decisions
- 4.3.8 To make technological and production method changes
- 4.3.9 To promulgate, amend, and require staff to observe University policies, rules, and regulations
- 4.3.10 To allocate departmental resources
- 4.3.11 To subcontract work

4.4 Funding

All wages and other benefit agreements are subject to necessary funds being made available by the New Mexico State Legislature and other sources and specific appropriation by the Board of Regents.

4.5 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.

ARTICLE 5
Non Discrimination

The parties agree that they will not practice nor tolerate 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, genetic information, serious medical condition, veteran status, spouse affiliation, union or nonunion affiliation, union activity, political affiliation, or any other protected class. Sexual harassment will not be tolerated by any of the parties.

ARTICLE 6

Probationary

Employees who are new hires to the University shall be on probation for twelve (12) months. During this probationary period, as stated in Article 1, Recognition, these employees are not covered under this agreement.

ARTICLE 7

Seniority

5.1 New Mexico Highlands University Seniority

5.1.1 For the purpose of this Agreement, NMHU seniority is defined as length of continuous service from the most recent date of hire with New Mexico Highlands University.

5.2 Department Seniority

5.2.1 Department seniority is the length of continuous service an employee has in his or her current department. Department seniority: is broken by voluntary assignment to another department.

5.3 Classification Seniority

5.3.1 Classification seniority is defined as the length of continuous service an Employee has in their current classification. Classification seniority begins as the date of employment in current classification. Voluntary reassignment, voluntary transfer, voluntary promotion, resignation, or termination breaks classification seniority.

ARTICLE 8

Disciplinary Action

- 6.1 Basis of discipline
Discipline shall only be for just cause. The degree of discipline imposed shall be progressive in nature when appropriate. All discipline shall be in writing with the exception of verbal warnings.
- 6.2 Types of discipline
- 6.2.1 Verbal Warning: A verbal warning advises the employee that there is a performance problem of the employee has violated policies or procedures and to tell the employee what he or she can do to restore satisfactory performance.
- 6.2.2 Written Reprimand: A written reprimand provides an employee a written explanation of the reprimand. The written reprimand shall include information that can help the employee improve the identified problem. Written reprimands are documented in the employee's official personnel file.
- 6.2.3 Suspension: A suspension is a temporary, involuntary separation of employment, without pay, for performance or conduct that has not been satisfactory corrected through the use of verbal warnings and / or written reprimands or serious misconduct or violations of policy. Suspension shall not exceed 10 (ten) working days. A suspension requires approval of the Dean, Director, Vice President, or President in consultation with the Director of Human Resources. Suspensions are documented in the employee's official personnel file.
- 6.2.4 Discharge: Is a permanent, involuntary separation of employment from the University for Disciplinary Reasons. An employee may be discharged without prior progressive discipline when warranted by the seriousness of the offense at the sole discretion of the appropriate supervisor, Director or Dean in consultation with a Vice President / President, and the Director of Human Resources. Discharges are documented in the employee's official personnel file.
- 6.3 Discipline process
- 6.3.1 An employee for whom disciplinary action, suspension or discharge is contemplated, such employee shall be provided with written charges and shall be afforded a five (5) workday opportunity to respond to the charges prior to the implementation of a final disciplinary action being issued.
- 6.3.2 The employee shall be placed on administrative leave if the University determines it is necessary to protect the employee, protect the campus community, or protect an investigation. Employees shall continue to be paid their full salary and accrue benefits while on administrative leave.
- 6.3.3 Employees have a right to a union representative at all meetings which may lead to discipline. The Employee must secure bargaining unit representation within one (1)

work day of the employee receiving notice if meeting are held on the main campus;

two (2) work days of the employee receiving notice if meetings are held at another center.

Article 9

Grievance and Arbitration

- 7.1.1 Grievance is defined as a written formal complaint alleging a violation, misapplication or misinterpretation of any provisions of this Agreement.
- 7.1.2 Grievances shall be filed by an individual employee or on behalf of an individual, or group of employees covered by this agreement.
- 7.1.3 The Association or grievant shall first attempt to resolve the matter with the immediate supervisor.
- 7.1.4 The written grievance shall include:
- A. The employee's name, job title, department/ school or college;
 - B. The representative's name, address, and telephone number, if the employee is being represented;
 - C. The Article(s) of this agreement alleged to have been violated;
 - D. The date the incident or violation occurred;
 - E. A brief, concise description of the alleged violation;
 - F. The person if any, against whom this action is failed;
 - G. Identification of all witnesses;
 - H. The relief requested; and
 - I. The signature of the grievant or the Association representative
- 7.1.6 If a satisfactory solution is not reached with the supervisor, the grievant shall file a written grievance with the Director or Dean within ten (10) working days of the date the employee knew or reasonably should have known of the issue that generated the grievance. The Director or Dean shall schedule a meeting with the grievant and / or his or her representative within ten (10) working days of the Directors or Deans meeting, the Director or Deans Will render a written decision.
- 7.1.7 If the grievant is not satisfied with the decision of the Director or Dean, the decision may be appealed within ten (10) working days of the receipt of the decision. Such appeal must be in writing and time and date stamped received by the University President's Office, within ten (10) working days of the receipt of the grievance. The University President or his or her designee will schedule a meeting with the grievant and / or representative to attempt to resolve the grievance. Within ten (10) working days of the University President's meeting the University President or his or her designee Will render his or her written decision.
- 7.1.8 If the grievant is not satisfied with the University President's decision the Association may submit the issue to Arbitration. Such request must be in writing and submitted to the University Presidents Office within ten (10) working days of the receipt of the University President's decision. The parties shall select an arbitrator from a list of 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 arbitrators shall be

determined by the parties by the flip of a coin. The arbitrator's decision shall be final and binding on the parties. The cost of the arbitrator shall be shared equally by the parties.

- 7.1.9 Any type of 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 the Arbitration hearing. Any of the time limits or steps set out on this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties. A party to this agreement of an individual grievant may be represented at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances. Grievances may be withdrawn at any step of the grievance process. The arbitration procedure set forth in this Article shall not apply to issues which occurred before the effective date of this Agreement.

ARTICLE 10

Safety

Safety is an integral part of the responsibilities of every manager, supervisor, and employee. The Employer will continue to provide healthy and safe working conditions. Employees shall comply with such rules, regulations, and practices as may be prescribed for the conduct of employees in order to provide a safe work environment. The employee must promote a safe and healthy work environment and shall notify his / her immediate supervisor, manager, director, or administration of any unsafe or hazardous working conditions. The Employer will take appropriate action to correct unsafe or hazardous working conditions as required by law. The Employer will provide safe training on an as - needed basis as determined by the Employer. Training will be relevant to the employee's job and specific to the employee's duties and responsibilities.

Employees who demonstrate a need for ergonomic equipment shall be evaluated based on responsibilities.

ARTICLE 11

Safety Aids

New Mexico Highlands University shall provide safety Aids as needed in the performance of any/all job related duties. Aids including but not limited to gloves, ear plugs, safety goggles, safety vests, and (steel toe boots specifically for General Maintenance, Central Receiving, Recycling, and Setup Crew positions) will be provided when applicable for employee safety. Safety Aids will be issued to the employee upon the employee returning the broken or worn out safety aids to the respective department in exchange for a replacement aid.

All safety aids, with the exception of the steel toe boots, are to be returned and stored at the employee's work place at the end of each work day. All safety aids, including steel toe boots, are not for personal use.

To avoid injury, all issued safety aids shall be used appropriately at all times by the employee while operating equipment or performing his / her job duties. Failure of an employee to use safety aids appropriately may result in appropriate disciplinary action.

ARTICLE 12

Personnel File

- 10.1 The University shall maintain an official personnel file for each employee. The file will be maintained by the Office of Human Resources.
- 10.2 An employee will be permitted to review the material contained in his or her file.
- 10.3 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 Employee may submit a written response to any document placed in their own official personnel file. The copy will be made available to the Employee within five (5) working days.
- 10.4 An Employee may be accompanied by an NMHUFSA representative while reviewing his or her official personnel file. A representative of the Office of Human Resources must be present during any review of the official personnel files.

ARTILCE 13

Vacancies

- 11.1 A vacancy is a vacant position that the employer decides to fill. The posting shall contain the title of the position, the qualifications required, and the deadline for application.
- 11.2 Promotions: Employees shall be considered for promotions on the basis of qualifications, performance and attendance, seniority. Dept. seniority shall rule if all criteria are equal.
- 11.3 Bargaining unit positions that are filled as temporary shall not exceed six (6) months.
Bargaining unit positions that are filled as interim shall not exceed one (1) year.

ARTICLE 14 LEAVES

Eligibility:

Regular employees accrue vacation and sick leave at a full – time rate. Part – time employees accrue leave at a prorated percentage based on full – time equivalency (F.T.E).

14.1 Vacation Leave

14.1.1 Vacation Leave shall be accrued at the following rate:

Years of Service with NMHU	Bi-weekly Accrual
For the first (2) two years of continuous employment	3.69 hours
Upon completion of (2) years continuous employment	4.62 hours
Upon completion of (9) years of continuous employment	6.15 hours

14.1.2 Upon death of employee, from natural or accidental causes, a maximum of 200 annual leave hours shall be converted to a cash payment to be paid to the employee’s estate. An employee may not carry over more than 240 hours of vacation leave from one fiscal year into the next. At the last full pay period for the calendar year in December and the last full pay period for the fiscal year in June, any accrued vacation leave in excess of 240 hours is forfeited by the employee.

14.2 Sick Leave

14.2.1 Sick leave will be accrued at the rate of 5.54 hours per biweekly pay period.

14.2.2 Holidays which occur while an employee is already out on sick leave, will not be charged to sick leave.

14.2.3 Family Medical Leave. Family Medical Leave will be handled in accordance with the Family Medical Leave Act (FMLA).

14.2.4 Employees may carry over a sick leave balance of up to 1040 hours from one fiscal year into the next.

14.3 Use of Sick Leave

14.3.1 Employees are required to call, text or email their immediate supervisor if they are unable to report to work due to illness or injury within one (1) hour of the employee’s work shift. If the employee is unable to reach their supervisor, through a phone call, and or an email, as a last, and documented attempt, sending a text message may be accepted if the supervisor acknowledges the text message with a response/reply. Before sending a text message the employee must have contacted their supervisor by phone call first (with evidence of leaving a voicemail message if the supervisor is

unavailable), then, as a secondary attempt, send an email. Both attempts shall be made before sending the supervisor a text message. It is the responsibility of the employee to provide proper notification prior to the absence of work.

- 14.3.2 Employees who return to work on, a part-time status and are to report back to work will need to provide supporting documentation from their doctor.
- 14.3.3 Transporting an immediate family member for medical services.
- 14.3.4 The University reserves the right to request a physician's statement for use of sick leave balances.
When an employee is absent for four (4) consecutive work days due to an illness or injury, he or she shall submit to their supervisor and to the Human Resource Department a Physician's Statement verifying a healthy return to work of the employee.
- 14.3.5 If an employee's sick leave is exhausted, employee's will automatically use their annual leave. If annual leave is exhausted, employees will be placed on leave without pay (LWOP). Employees may initiate a request to HR/PR to solicit for leave donations and/or provide the documentation necessary to initiate the short-term disability (STD) process if the employee has met the requirements of STD program as provided by the General Services Department of the State of New Mexico Risk Management Division.
- 14.3.6 Bereavement leave, annual leave, or leave without pay shall be granted to an employee to attend the funeral of a relative included in the immediate family group.
- 14.3.7 Immediate family group is defined as a parent, legal guardian, grandparent, child, sister, brother, grandchild, mother – in – law, father – in – law, spouse or domestic partner, step – parent, step – child or any other person residing in the same household of the employee.
- 14.3.8 Employees will be allowed three (3) work days of bereavement leave. If traveling to or from out of state an additional workday of bereavement leave may be granted. Employees must show evidence of travel out of state to receive the additional day of bereavement leave.
- 14.3.9 Additional bereavement leave may be requested by the employee and must be approved by the supervisor.

ARTICLE 15

Holidays

- 13.1 Bargaining unit employees will be paid in observance of normal University holidays including Martin Luther King Jr. Holiday, Spring Recess, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving and eight (8) work days that will include Christmas and New Year's Day.
- 13.2 When a holiday falls on an employee's normal day off, the employee will be granted a day off on the work day immediately preceding or following, with the approval of such employee's supervisor, or another time within thirty (30) days.
- 13.3 Bargaining unit employees required to work on a holiday shall receive pay two and one half (2 ½) times their current hourly rate of pay.

ARTICLE 16
Leave Without Pay

- 14.1.1 Leave without pay shall be considered for extended periods of leave for illness or injury, personal reasons, school attendance, sickness in a family, or other purposes of a personal nature upon supervisory approval for up to 10 consecutive work days. An employee shall submit a written request for the leave without pay at least two (2) weeks in advance if possible to both their immediate supervisor and to Human Resources.
- 14.1.3 Time taken off as leave without pay shall be counted as continuous service for calculating seniority.

ARTICLE 17

Layoff, Recall, and Furlough

- 17.1 When there is a loss of funding, change of work, or a work unit is restructured, it may be necessary to eliminate one (1) or more positions. The elimination of positions will occur as per the process outlined below.
- 17.2 An organization may elect to transfer an employee into any vacant University position within that organization with the same job title without laying off the employee.
- 17.3 When a Department is in a layoff situation, temporary, on - call/ casual, and probationary employees in the affected classifications will be laid - off before bargaining unit employees.
- 17.4 In the event the University most implement a reduction in force, the University will take into consideration seniority, experience, expertise, performance and critical nature of job.
- 17.5 Management will provide the employees identified for layoff with at least a thirty (30) day notice of layoff. Management may provide payment in lieu of the advance notice of layoff. The notice will include date of layoff, the business reason for the layoff, and information on reemployment possibilities. Management will email the Union President with a written notice of the positions within the bargaining unit that are to be eliminated at the same time the employees are notified. The Union may email the Hurn.an Resource Director with any input and / or alternatives to the layoff within eleven (11) workdays of the date of notice of layoff.
- 17.6 Employees who have been laid - off will be placed on a "layoff roster" for six (6) months. Employees on the "layoff - roster" will be given priority hiring rights. If a laid off employee refuses to accept re-employment into a substantially comparable position or the same classification or pay as the laid - off position, the employee will be removed from layoff status and lose any reemployment and benefit rights. If the position was eliminated due to loss of funding, and additional funding is received resulting in reinstatement of the position within a year, the hiring officer must first offer the position to the individual laid off due to the funding loss.
- 17.7 The University will contact the employee by either email (or phone if no email address is available) regarding a possible priority hire opportunity. If the individual does not respond within three (3) business days, the University will have the right to proceed to fill the position with another candidate. The laid off employee will be removed from. further priority hire consideration unless he / she can provide a reasonable explanation why he / she was unable to respond and can provide supporting documentation regarding that reason. The reasonableness of the explanation will be determined by the University.

ARTICLE 18
Work and Lunch Breaks

Employees at New Mexico Highlands University shall have two (2) 15 minute breaks, per eight hour shift and one (1) hour unpaid lunch break. Employees may combine their break time during the day with approval from their supervisor. Employees may not leave campus during this break time.

ARTICLE 19

Overtime and Compensatory Time

17.1 Overtime

17.1.1 The Fair Labor Standards Act (FLSA) requires that non - exempt employees be paid overtime premium pay for all hours considered time worked in excess of forty hours in a workweek. Supervisors arrange workloads and work schedules so that an employee can complete his or her duties and responsibilities in a forty (40) hour workweek. However, supervisors may require employees to work overtime. In order to receive overtime pay, an employee must work more than forty (40) hours in the seven (7) day workweek. The workweek commences on Saturday at 12:01 a.m. and ends at 12:00 midnight on Friday. Non -work hours are not considered hours worked and do not count when determining overtime compensation. Such non - work hours include release time for class, time off for vacation, and sick leave, jury duty and other types of leave. For the purposes of calculating overtime pay, designated University holidays are considered hours worked.

Supervisors will assign overtime based on seniority taking into consideration the needs of the department and the abilities, availability, and willingness of employees. The employee must notify management in writing that they would like to be placed on or removed from the overtime list at any given time. This process is not applicable for emergency overtime needs. An employee who works unauthorized overtime may be subject to disciplinary action, however, any nonexempt employee who work overtime without written authorization must be compensated for all overtime worked. All overtime work must be preapproved by the immediate supervisor of Dean / Director. Employees must note all time worked on their electronic time sheets, including overtime, whether or not the overtime was pre - approved as required by this agreement. Employees will be paid for all hours worked, including unauthorized overtime. However, an employee misrepresents overtime hours worked or fails to report time accurately shall warrant disciplinary action up to and including termination of employment.

17.2 Compensatory Time for Non - Exempt Employees

Comp time refers to compensation, taken as time off with pay, for hours an employee works in addition to his / her normal work schedule. Supervisors may allow non - exempt employees to take comp time off in lieu of overtime pay in accordance with the provisions of this agreement and the Fair Labor Standards Act (FLSA). The provisions for compensatory time for nonexempt employees are mandated by the FLSA.

Comp time may be granted in lieu of overtime pay if there is a written agreement, in advance, between the supervisor and the employee that the employee will receive compensatory time in lieu of a cash payment for overtime. Comp time is accrued at one and one - half hours of comp time for each hour of overtime worked. Accrued comp time must be taken within ninety (90) calendar days of accrual. The employee is responsible to track these hours and report it to their supervisor.

Non - exempt employees can earn comp time at the same rate as overtime, normally one and one-half (1 ½) times the number of overtime hours worked. However, if the additional hours worked would qualify as overtime (i.e. leave was taken during the work week), but the

employee wants time off in lieu of payment such comp time would be accrued at the straight time rate.

All hours worked must be reported on the employee's timesheet. All hours in the workday during which an employee is not working, such sick or vacation leave, jury date. Etc. must also be reported on the employee's timesheet.

Comp time may not be taken until the pay period following the date in which the compensatory time was earned. Employees will be paid all out comp time balances remaining at the end of each fiscal year.

ARTICLE 20

Time Clocks

All members of the bargaining unit will use time clocks determined by administration. This reporting mechanism will accurately capture and report time worked and leave in accordance with the Fair Labor Standards Act and other articles within this agreement. Time clock reports should be used for and correlate to time sheets submitted to HR for processing. The University's Administration determines the number of time clocks and the location for the time clocks in order to minimize costs.

Employees in this bargaining unit shall have access to their time clock reports.

ARTICLE 21

Education

18.1 Eligibility

Bargaining unit employees and their eligible dependents are eligible to use the Educational Assistance Program.

Eligible dependents include a legal spouse, domestic partner (Affidavit of Domestic Partnership must be filed with the Department of Human Resources), and any natural, legally adopted, or step - children who as of the original application deadline, are unmarried and have not reached age twenty - five.

18.2 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 semester, and not to exceed the equivalent of resident tuition for four (4) credit hours each summer session. For eligible employees in a non - degree seeking program, the University will waive tuition for one course per academic semester. Bargaining unit employees are responsible to pay for all fees associated with taking the course.

18.3 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 of 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.

18.4 Taxability

The value of tuition benefits covered by this policy may be taxable to the employee. The University makes no representation with respect to the tax consequences of such benefits.

18.5 Application Process

Employees may obtain applications from the Department of Human Resources, which is responsible for administering the Program. Applications and supporting documents must be submitted prior to one week of the first day commences. Failure to adhere to this section could result in the bargaining unit employee to lose this benefit to one semester and the bargaining unit employee will be responsible to pay tuition and fees assessed. Copies of documentation shall be provided upon request.

18.6 Excluded tuition

Course fees assessed for participation in instructional academic credit courses are not

covered. The mandatory student fee portion of tuition and fees is not covered for bargaining

unit employees and eligible dependents. Nonresident tuition in excess of New Mexico resident tuition is not covered.

Article 22
Employee Parking

New Mexico Highlands University shall continue to offer free parking to its employees.

ARTICLE 23

Mileage and Per Diem

Employees required to work or conduct University's business out of town will continue to get paid mileage and per diem as required by University policies and procedures. Mileage and per diem rates may be increased through the University's policy process, but shall not fall below 2016 / 2017 rates. All reimbursements shall be paid to the employee within two (2) weeks of the date of submission for reimbursement as long as the employee submits complete, accurate, and required approvals to the business office.

ARTICLE 24

Drug Free Workplace

- 21.1 The Administrative Policies and Procedures Manual Use and Possession of Alcohol on New Mexico Highlands University (NMHU) Property policy shall remain in full force.
- 21.2 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 set*, and the Drug-Free School and Communities Act, 20 U.S.C. § 1011i.
- 21.3 Bargaining unit members must ensure compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 *ET set*, 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 or alcohol on NMHU property or as part of any of its activities by any member of its community, including faculty, staff, and students. This activity is strictly prohibited.
 - Shall abide by this article on illegal drugs and alcohol, and violations of those policies could result in disciplinary action, up to and including dismissal.
 - Shall notify the Human Resource 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 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.
- 21.4 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.
 - Shall abide by applicable legal sanctions under local, State, and/or Federal law for the unlawful possession or distribution of illicit drugs and alcohol may apply.
 - 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.
 - Any violations of the acts or this article shall result in disciplinary actions, up to and including dismissal.
- 21.5 Drug and Alcohol Testing of Employees
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-prescription 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 must adversely affect an employee's ability to perform required work.

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

21.5.1 Random Testing for Safety Sensitive Positions

NMHU will maintain a list of safety sensitive positions and will provide the Association a copy upon written request.

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.

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. Each bargaining unit member in safety sensitive positions will acknowledge in writing that the employee has received and read a notice that the employee's position has been designated for random drug and alcohol testing and 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 acknowledgement 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.

21.5.2 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. When possible, 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 impaired through visual and interactive exchange.

21.6 Reasonable Suspicion of Impairment

21.6.1 Reasonable suspicion is determined on a case-by-case basis and is triggered by an employee's actions and/or conduct. Conduct, which may trigger reasonable suspicion, includes but is not limited to:

- Direct observation of drug or alcohol use or possession.

- 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.
- Information that is provided by a reliable and credible source.

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.
- Inform the bargaining unit member that they are permitted to protest the supervisor's determination of impairment by being drug and alcohol tested within two (2) hours at a testing facility, and any delay longer than two (2) hours must be supported by evidence explaining and justifying the delay was for good cause. 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. 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.

The Employee Assistance Program shall be offered in writing to any employee.

ARTICLE 25

Classification

The Employer will maintain a salary structure that identifies grades and salaries for classifications. Grades shall be identified in each job description.

The bargaining unit employee may bring an issue(s) related to the employee's job description to the attention of management by placing the issue(s) in writing.

Employees may be required to perform job related duties as necessary or assigned by their supervisor. In the event the bargaining unit employee is working in a higher classification, the employee and the supervisor may request in writing to HR to review options for potential additional compensation. This review shall be conducted within 45 days of written notice.

ARTICLE 26

State Certification

Employees required to maintain a state certification as a condition of continued employment will receive mileage and per diem in accordance with University policy and Article 20, when required to travel on official University business. When an employee is on official University business, the employee will be compensated in accordance to the Fair Labor Standards Act. The University shall reimburse employees for the cost of any licenses or certifications they are required to hold as a condition of employment. Employee will submit for obtaining a reimbursement to the director or administration for approval, minimum two (2) weeks prior to taking exams or occurring an expense in which the employee is to be reimbursed.

Should an employee utilize their certification to obtain other gainful employment, they must notify their supervisor, manager, director, or administration prior to using it for this personal gain. If an employee leaves within one (1) year after reimbursement is issued, the employee is responsible to reimburse the University 100% of the cost of any license or certification paid for by the University.

ARTILCE 37

Resignation

Employee's wishing to resign their position must do so in writing. If an employee verbally resigns but fails to submit it in writing the employee must do the one of the following: 1) the employee must report in person to Human Resources by the next work day; 2) the employee must notify his or her union representative. The union representative must notify Human Resources the next work day in which the employee resigned. If one of the two options listed are not met the supervisor will follow up with written notice to Human Resources formally accepting the verbal resignation effective the date the employee verbally resigned.

ARTICLE 28 Benefits

- 28.1 The Association recognizes that some benefits and conditions are set and regulated by the Federal and State Government.
- 28.2 Eligible employees, and eligible family members are defined by a university's third-party administrator used for the University's benefit programs. The University reserves the right to change third-party administrators at any time to benefit the University and its employees. The goal of the University is to provide maximum benefits with the least amount of cost to both the employer and the employee. Each fiscal year, the third-party administrator may offer an open / switch enrollment period. Payment for these benefits shall be based on rates established by the third-party administrator for participating members. The University shall contribute the amount required for such payments. Eligibility, effective dates, and change of status rules are defined by the third-party administrator. The following benefits are subject to change by the third-party administrator.
- 28.3 Eligible family members include: lawful spouse, children under age 26, including legally adopted children, stepchildren, and recognized natural children, regardless of dependents' marital status, residence, student status, or tax filing, domestic partners (affidavit must be completed), and partner's children upon submission of an executed affidavit of Domestic Partnership (Federal IRS guidelines, State premiums for domestic partners cannot be taken on pre-tax basis).

Medical and Prescription Drug and Dental Coverage, Vision		
<i>Salary</i>	<i>NMHU</i>	<i>Employee</i>
\$20,000 - \$24,999.99	70%	30%
\$25,000 and up	63%	37%
Vision Service Plan	100%	0%
Insurance		
\$50K Term Life and Accidental		
Death and Dismemberment	100%	
	<i>NMHU</i>	<i>Employee</i>
Employee Assistance Program	100%	
Long Term and Short-Term Disability		100%

- 28.4 For additional bargaining unit benefits paid by the employee contact Human Resources/Payroll for additional group plans offered by the third-party Administrator.
- 28.5 Other considerations:
NMHU will deduct insurance premiums in 24 installments within a 12-month period.

ARTICLE 29

Increment Pay / Longevity

Increment pay will be paid at .25 (twenty five cents) per hour on the employee's fifth anniversary date. Implementation will begin after the start of this initial contract. The following conditions must apply in order for an incremental increase to be issued. The bargaining unit member must:

- Have one previous performance reviews on file with all ratings reflecting a minimum of satisfactory.
- Have no record of written disciplinary action in the past two years, documented in the official personnel file.
- Must attend all mandatory trainings. Trainings shall be provided more than once and/or recorded for employees.

ARTICLE 30

Compensation

Salary increases in each year of this agreement will be limited to funds appropriated for such purposes 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.

Each bargaining unit employee currently being paid below \$12.00 per hour will be paid a minimum hourly rate of \$12.00 per hour effective the first full pay period after ratification by both parties. Both parties agree to swiftly ratify this Article within 15 days of agreement.

All other bargaining unit employees above the new minimum hourly rate will receive a 2% compensation increase added to their base for fiscal year 2020-2021 effective the first full pay period after ratification by both parties.

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 2020-2021 salary for bargaining unit members.

ARTICLE 31

Clothing Allowance

The University recognizes that some positions require employees to work outside, therefore the University is willing to provide a clothing allowance for such positions. The University expectations are that clothing purchased under the article is intended to be utilized to the maximum benefit and therefore should be worn throughout the year.

Each eligible employee whose job responsibilities requires them to work outside or in adverse Conditions will be provided up to one hundred dollars (\$100) allowance every July for the sole Purpose of purchasing work related clothing for that fiscal year. Eligible employees who's funding Source are auxiliaries, that is program 200, are not eligible for this clothing allowance if program 200 Prior end of year balance is below 5%. However, the parties agree the clothing allowance for FY 2016-2017 will be enacted upon signing this portion of the agreement.

Eligible employees are allowed to purchase the following clothing items: pants, short or long sleeve shirts, winter coverall, working coverall, and / or outdoor jacket, and work boots. Clothing purchased under the allotment should not be used for personal use. Other items not listed here must receive written authorization by the appropriate administrator prior to purchase. Failure to receive such approval could result in non - reimbursement and or disciplinary action outlined in this Agreement.

Eligible employees shall purchase the items from a University designated and approved vendor(s). If the eligible employee wishes to purchase an item from a non - approved vendor, the eligible employee must receive prior written approval from the appropriate administrator, personally pay for the items, and then seek reimbursement from the University. The eligible employee purchasing clothing from a non - approved vendor must also incur the cost of the gross receipts tax without seeking reimbursement from the University since the University is tax exempt.

Regardless of where the items are purchased, the eligible employee shall provide the respective department a copy of the original, readable, detailed receipt of items as proof of purchase. The copy of the original receipt must be provided to the department the next business day after the purchase. Failure to provide an original, detailed, readable receipt within 3 working days of receiving the items and failure to adhere to the terms of this Agreement shall result in the reimbursement being denied by the University, and the employee will personally assume all costs. An eligible employee who purchased clothing from a designated and approved vendor but who did not follow the terms of this Agreement shall not be reimbursed. This clothing allowance is not a required uniform, therefore, this clothing allowance is subject to taxes.

In the event that the University must implement campus wide financial solvency measures due demonstrated financial needs, the union agrees to bargain the provisions if this article upon written request of the parties.

ARTICLE 32

General Savings Clause

In the event that any portion or provisions of this Agreement is invalidated by duly enacted 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 portion or provision are declared to be in conflict with a law that part of the Agreement is immediately not enforceable; until both parties renegotiate and duly certify new language that does not conflict with the law. This Agreement must conform to existing laws.

ARTICLE 33

Terms of Agreement

The terms and conditions of this agreement shall continue in full force and affect commencing on the date the entire Collective Bargaining Agreement is ratified by both parties, the Union, and the Board of Regents terminating in June 30, 2022. In the event that the State of New Mexico authorizes a salary increase, salaries shall be negotiated. Two non - economic issues per party can be negotiated on an annual basis.

ARTICLE 34

Negotiating Procedures

- 31.1 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) working days of receiving the notice. The notice of request to commence negotiations shall be sent no earlier than January 1st of the fiscal year of the entire agreement's termination date. Article 27 Compensation will be bargained each year. Any article, with the agreement of both the Association and the Administration, can be re - opened at any time during the calendar year.
- 31.2 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.
- 31.3 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 Resolutions".

ARTICLE 35

Agreement Control

- 32.1 This agreement will be executed and will be implemented in accordance with the Constitution and laws of the State of New Mexico.
- 32.2 If any University policy or directive conflicts specifically with any provision of this Agreement, the Agreement provision will control.
- 32.3 This Agreement may only be modified or waived through a written agreement between the parties.
- 32.4 The University will not implement any change that specifically conflicts with, and will abide by, the terms of the Agreement.
- 32.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied to all members of the bargaining unit.

Signatures

The parties affixed signature to this Agreement.



Dr. Katherine Jenkins- President
New Mexico Highlands University Faculty and
Staff Association

Dr. Sam Minner- President
New Mexico Highlands University

Date

2/17/21

Date

