

Agreement

Between the

Communications Workers of America

and the

University of New Mexico

Maintenance & Operations

and

Clerical/Technical Units

EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2022

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ARTICLE 1 RECOGNITION

1. In accordance with the University's Labor-Management Relations Resolution in effect on the date of this Agreement and as long as this Union remains the sole bargaining agent for the bargaining unit employees covered by this Agreement, the University agrees to recognize the Union as the sole bargaining agent with respect to wages, hours, and terms and conditions of employment.
2. The Maintenance and Operations bargaining unit, as certified by the Board of Regents, shall consist of all hourly-rated employees who are classified regular full time or regular part time and who normally perform craft, manual, and service work whose position titles are listed in Appendix A.
3. The Clerical/Technical bargaining unit, as certified by the Board of Regents shall include all regular full-time and regular part-time clerical and other staff employees not already represented by a union and not specifically excluded by the University of New Mexico's Labor-Management Relations Resolution, whose position titles are listed in Appendix B.
4. Exclusions from the identified bargaining units are: Administrative, faculty, supervisory personnel, professional personnel, confidential employees, employees engaged in personnel work, exempt status employees, and temporary fulltime and temporary part time employees.
5. Employee Classification
 - 51 Regular Full Time. An employee hired, scheduled to work forty (40) hours per week.
 - 52 Regular Part Time. An employee hired, scheduled to work less than forty (40) hours per week.
6. Employees scheduled to work less than twenty (20) hours per week shall not be covered by this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

1. The University retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico and the University's Labor-Management Relations Resolution in effect on the date of this Agreement. The University shall also have the management rights outlined below:
 - 1.1 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.

- 1.2 Unless limited by the provisions of this collective bargaining agreement or by other statutory provision, the employer's rights shall include, but are not limited to, the following:
 - 1.2.1 To direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
 - 1.2.2 To determine qualifications for employment and the nature and content of personnel examinations;
 - 1.2.3 To take actions as may be necessary to carry out the mission of the employer in emergencies; and
 - 1.2.4 The employer retains all rights not specifically limited by this collective bargaining agreement or by the University's Labor Management Relations Resolution.
- 1.3 Strikes, slowdowns, and interruption of the services or operations of the University are prohibited. Any such action by an employee is considered cause for termination.
- 1.4 All wages and other benefit agreements are subject to necessary funds being made available by the New Mexico State Legislature and other sources.
- 1.5 Emergency shall be defined as an unexpected happening, occurrence, or condition as determined by the University, which prevents prior notice to affected employees.

ARTICLE 3 GENERAL PROVISIONS

The University and the Union recognize that the University has certain powers, discretion, and duties that, under the constitution and laws of the State of New Mexico, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any bargaining unit employee covered hereby shall be found contrary to law by a Court of competent jurisdiction or the Legislature, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE 4 NON-DISCRIMINATION

The Union and the University will recognize and respect the cultural, racial and gender diversity of employees covered under the Agreement.

The Union and the University agree that the provisions of this Agreement shall be applied to employees in the bargaining units without discrimination as to race, color, religion, sex, age, national origin, physical or mental disability, veterans status, sexual preference, ancestry, or medical condition. The parties also agree that such provisions shall be applied to the bargaining unit without regard to union membership, lack of union membership, political affiliation, marital status, or because of any employee's status as a representative or officer of the Local Union.

Allegations of discrimination other than those based on union membership or lack of union membership, may be addressed through the Office of Equal Opportunity.

The University will make reasonable efforts to establish procedures which assure equal treatment and access to all programs, facilities, and services.

Grievances regarding Article 4 will be limited to claimed violations of Article 4 and may be submitted at Step 3.

ARTICLE 5 MOVEMENT OF PERSONNEL

1. Adjustments to the work force within the bargaining units, to the extent such adjustments are covered in this Article, will be initiated and made by the University as outlined herein. The University will endeavor to fill job vacancies by promoting or transferring employees who have applied for such job vacancies.

1.1. Any employee who is promoted or transferred during a probationary period will be required to serve a new probationary period in the new position as explained in Article 6.2.

2. When a vacancy occurs within the bargaining unit, it shall be filled without posting in the following manner:

2.1. First, by offering it to the most senior qualified employee who formerly held the position title in the division or department with the vacancy from the following categories:

2.1.1. on layoff status;

2.1.2. declared surplus and received their layoff notice; or

2.1.3. if holding priority hire rights.

2.2. If the department chooses to fill the vacancy in the bargaining unit (for other than career ladder advancement), the department will post such vacancy for a period of at least five (5) working days or greater during which time employees interested in filling the vacancy shall have the right to apply. The department will post the position for no less than five (5) working days.

2.2.1. All employees who apply for a job vacancy shall be given written notification if selected.

2.2.2. Job vacancies shall be filled on the basis of knowledge, skills, and abilities as determined by the University consistent with the job posting for the position. Where outside applicants are involved, first consideration shall be given to employees over outside applicants provided their qualifications, as described above, are substantially equal. Likewise, when the choice is between two or more employees with substantially equal qualifications, as described above, seniority shall be the determining factor.

2.2.3. The parties agree that Food Services bargaining unit employees who are employed at the time that the University executes the Professional Food Service Management Contract with Chartwells or the successor contractor will remain University employees until their positions are vacated. As these positions become vacant, excluding situations of layoff, they shall be filled with employees of Chartwells, hired by the contractor. UNM Food Services will have the opportunity to bid on at least an annual basis. UNM Food Services employees shall have priority over the contractor employees in bidding for shifts. Although Food Services will attempt to provide 40 hours of work per week, there is no guarantee of 40 hours of work dependent on business needs. If possible and based on business needs, shifts shall be designed in a manner that 40 hours can be worked in a 5 day period. An employee may have to consider working the rest of his/her shift at another location in order to maintain 40 hours. If so, the contractor will provide for travel time and unpaid time for meal breaks.

2.2.4. If a bargaining unit employee is discharged and the employee feels that he/she was discharged in violation of the Contract, the union has the ability to use the grievance process in accordance with Article 21.

2.3. Employees transferred, demoted, or promoted into the vacancy covered by the collective bargaining agreement shall be provided a trial period of up to three (3) months to demonstrate their ability to perform the job satisfactorily.

2.3.1. Employees shall be permitted to return to their prior job and pay status, at their request, during the first thirty (30) working days in their new position.

2.3.2. If it is determined by the University that the employees are not performing the job satisfactorily, they may be returned to their former job and pay status within the three (3) month period.

2.3.3. Should the former job no longer exist, or if it has been filled by a regular status employee, the University will assist the employees in locating another job within the University for which they are qualified. If no other job is obtained, employees shall be laid off.

3. In case of a layoff due to cessation of an operation or reorganization resulting in the elimination of positions, the University will notify the Local Union and affected employees at least thirty (30) days in advance of lay-off. In the event the employer fails to give thirty (30) days advance notice, the affected employees will either continue to work for thirty (30) days from the date of notice or receive compensation equivalent to the employee's regular rate of pay for any days not worked in the thirty (30) day notice period. Employees shall be identified as surplus in the inverse order of seniority within the position title and department affected and, consistent with the provisions of paragraph 2 above, shall be considered for placement in another job which they are qualified to perform in the following order:

- 3.1. Transfer to a vacancy in the employee's same position title, should such vacancy exist;
- 3.2. Transfer to any similar vacancy, should such vacancy exist provided the employee is qualified for the position;
- 3.3. If the employees are not thus placed, they shall be laid off;
- 3.4. The University's obligation to recall a laid off employee into the same position in the same department from which he/she was laid off shall cease one (1) year from the date of layoff. The University shall maintain a report of laid off employees for one (1) year. The layoff report shall be available for inspection by the Union at the Division of Human Resources on a quarterly basis.
- 3.5. The University shall also contact laid off employees for up to six (6) months for the purpose of priority hiring into a vacant position in another area with the same title, if one exists. The employee may also contact the University regarding priority hiring into a similar vacant position at the same or lower grade level during this 6 month period. The University's obligation regarding priority placement as noted in this section (3.5) will cease after 6 months.
- 3.6. The University will contact the employee via email or phone regarding return to work. If the University is unable to reach the employee, a notification will be sent via certified mail to the last known address, and the employee must respond within five (5) working days. If the employee does not respond within 5 working days, the University will proceed to fill the position with another candidate.
4. Laid-off employees who are reinstated within one (1) year will be given credit for prior seniority in computing accrual rates for annual leave, sick leave, and all other benefits they held prior to the layoff.
5. In the event non-bargaining unit employees are transferred into or are temporarily assigned to a bargaining unit position covered by this Agreement, any changes to work schedules will be conducted in accordance with Article 9 Work Schedules.
6. In the event the University decides to layoff a department in order to contract work out which bargaining employees do in that department, the University agrees to notify the Union as to the reasons and meet and confer with the Employee Relations Representative as soon as possible but no later than 3 weeks prior to laying off the bargaining unit staff. At that time, the Union may provide their input in writing. This information will be given to department management for their consideration. This section shall not include work temporarily contracted out to meet emergency needs or work contracted out in accordance with existing practice.
 - 6.1. In the event of a layoff due to contracting work out as noted above, Sections 3-4 of this article will apply.

- 6.1.1. If similar positions do not exist elsewhere in the University system, the affected employee may apply for other posted positions by the “best consideration date” for which he/she meets the minimum qualifications of the position. In this case, the employee would have to contact the Human Resources Consultant within six (6) months of layoff to advise him/her that he/she applied and the HR Consultant would contact the hiring department to discuss the possibility of considering the employee.
 - 6.1.2. If the employee declines any open position, this will not affect the ability of the employee to apply for unemployment benefits.
7. In the event that the Employer has been contracting work out for less than three (3) years and the Union contends that the work being performed under a service contract can be more economically, efficiently and qualitatively performed by employees in the bargaining unit, it shall notify the Employer of its contention in writing, supported by a statement setting forth the reasons why it believes such work can be more economically, efficiently and qualitatively performed by bargaining unit employees. The University will consider the Union’s recommendation. In the event the University determines that the work will be returned, the bargaining unit positions that are rehired will be returned to the bargaining unit and to University service.

ARTICLE 6 SENIORITY, PROBATIONARY PERIOD, AUTOMATIC TERMINATION

1. A regular full-time or part time employee’s seniority with the University shall be computed from the date of hire as a University regular employee including any previous employment when the employee has been re-hired within thirty (30) calendar days after resignation or discharge.
2. An employee shall be considered probationary for the first six (6) months of employment. Such probationary period shall be time worked exclusive of injury, leaves, or other unpaid status. During such probationary period an employee may, at the University's discretion, be released from employment, with or without cause. However, such separations shall be subject only to Step One of the Grievance Procedure. It is understood by the parties that all other provisions of this Agreement shall apply to probationary employees unless the provisions of this Agreement expressly deny such application.
3. An employee's employment status with the University shall automatically terminate when:
 - 3.1. The employee fails to report for work for a period of three (3) consecutive working days without leave approved by the immediate supervisor or designee prior to the commencement of the leave. Such separations shall be considered as a resignation.
 - 3.2. Such automatic separations shall be rescinded when it is determined by the immediate supervisor and Human Resources that the circumstances of such absences were justified and precluded giving notification or receiving approval for such absence. The immediate supervisor and/or Human Resources, may require satisfactory evidence supporting the absence.

ARTICLE 7 WAGES AND ALLOWANCES

- A. Due to continued implications from Covid-19 in addition to budgetary re-appropriations and re-allocations, there will be no percentage increase to base pay for bargaining unit staff for FY 2021

In accordance with the State of New Mexico Minimum Wage Act, no employee will earn less than the cited minimum wage in effect at the time of administration of this Agreement under the requirements set forth in the Act.

While the current UNM pay scale has been applied to bargaining unit employees, the parties recognize that changes will need to be made to adjust for legislated minimum wage adjustments and other compensatory related matters. The parties agree to discuss the effects of the changes to Appendix E UNM Staff Salary Structure Table, and Appendix A and B, Position Titles, prior to any changes being made. The first meeting is anticipated to occur mid-fall 2020.

1. Hire Starting Rate

- 1.1. The starting wage for employees is normally within the first quarter of the wage range for the appropriate grade level. The first quarter is the range beginning at minimum and ending at “1Q” of the pay schedule. Starting salaries above the minimum and up to the midpoint may be considered depending on such factors as the extent to which the employee’s level of education and years of experience exceed the minimum requirements for the position, job market-related pressure on salary levels, internal equity considerations, and internal budget constraints. Starting salaries above the midpoint may be considered for individuals who have directly related unique competencies or directly related experience or education that is extensively beyond the minimum requirements of the position or in cases of unusually critical market-related pressure on salary levels.
- 1.2. If an employee is being hired into a department that has one (1) or more employees in the same position title, the new or transferred employee's wage shall not exceed the current wage of any employee in the department with the same position title who has equivalent or comparable qualifications, including experience and/or education.
- 1.3. If a new employee's wage would create such an inequity, the hiring officer must consult with the cognizant dean or director and the Department of Human Resources, to determine the appropriate wage adjustments for existing employees. Wages of existing employees with equivalent or comparable qualifications within the department in the same position title must be adjusted to prevent inequities.
- 1.4. At least the minimum of the grade is paid to applicants who meet the minimum qualifications of the position.
- 1.5. A starting wage above the minimum should be paid to applicants who have directly related qualifications beyond the minimum requirements for the position.

2. Promotional Increases

- 2.1. Promotional increases shall be determined in accordance with section 1, above. Promotions are defined as a change in position title that results in a wage increase.

3. Other Changes in Grade and/or Job Responsibilities

3.1. Reclassification

Wages resulting from a reclassification due to significant changes in a position's duties and responsibilities, wages will generally be determined according to section 1, this includes positions that are reclassified to a higher or lower grade. If the job title or position is moved to a lower grade, a wage reduction will not be effective until ninety (90) days after the employee has been notified in writing of the wage decrease. In addition, an employee may choose to exercise priority hiring rights for any vacant position in the previously held classification.

3.2 Career Development Opportunities

Bargaining unit employees may participate in career development opportunities in accordance with University Administrative Policy (UAP) 3260, Career Development.

3.3 Market Based Changes

Occasionally, market studies may be conducted on particular positions resulting in a change in grade. The new grade will be added to the Appendices either during the negotiations period or through a Memo of Understanding, if prior to negotiations. A market-based increase would occur if the employee is below the new minimum.

4. Shift Differential

- 4.1. Employees whose normal work schedule requires at least half of their hours of work between 4:00 p.m. and midnight shall be paid an evening shift differential of forty cents (\$0.40) per hour for all hours actually worked in that shift. Employees who normally work at least half of their hours between midnight and 8:00 a.m. shall receive a night-shift differential of fifty cents (\$0.50) per hour for all hours actually worked in that shift, effective August 6th, 2016. Employees of the Physical Plant Department Utilities Division shall continue to receive shift differential in accordance with current practice.
- 4.2. Workers whose rate of pay is adjusted upward for a temporary shift assignment are paid for annual leave, sick leave and holidays at their regular rate of pay.
- 4.3. Employees who are permanently assigned to shift work other than normal working hours of the department are compensated for annual leave, sick leave and holiday at normal straight-time rate including the shift differential.

5. Temporary Upgrades

- 5.1. Employees temporarily assigned to a job in a higher wage grade for four (4) hours or more in one workday shall receive a ten (10%) percent wage adjustment and shall be paid at such rate for the entire workday.
- 5.2. No employee shall be assigned a temporary upgrade for more than one hundred and eighty (180) consecutive days without being considered for reclassification to that grade level.

6. In-Range salary adjustment for Same or Lower Level Duties

An employee who has permanently assumed additional duties as a result of the elimination of one or more positions or the reclassification of a higher-level position to a lower level position, may be awarded an in-range salary adjustment within the pay range for his or her current position. In-range salary adjustments will be considered when an employee's scope of responsibilities has expanded and the additional duties are a substantial part of the employee's workload. This is defined as when a higher-level employee(s) assumes the most critical or key job responsibilities of the same or lower level position, as identified in the position description. All requests must be approved by the appropriate EVP office and the Division of Human Resources.

- 6.1 Employees who assume additional duties under the circumstances noted in this section will receive a minimum of a 5% in-range salary adjustment.
- 6.2 Selection of employees will be based first on knowledge, skills, abilities, and performance. If Knowledge, skills, abilities, and performance are equal, then the selection will be based on seniority.
- 6.3 The first subsequent performance evaluation will reflect that the individual has taken on those additional duties. Subsequent performance evaluations will take into account the full scope of the employee's duties.

7. Use of Personal Automobile

- 7.1. Employees required by the University to use their personal automobile for travel between job locations during their work schedule shall receive mileage reimbursement at a rate in accordance with University policy.

8. Uniforms

- 8.1. If uniforms are required by the University, the University agrees to provide each employee with four (4) uniforms per year. The University will attempt to have the uniforms delivered to the employee within 30 calendar days from the date the employee turns the uniform(s) into the department for replacement. Special sizes may take longer. In the event that delivery of a uniform extends longer than 30 calendar days, the employee should advise his/her supervisor or the individual in charge of ordering, that the uniform(s) have not been delivered to the employee. As a condition of employment, employees will be required to wear their uniforms on the job and assume full responsibility for their cleanliness and maintenance. Where it is University practice to furnish and maintain aprons, smocks, or other over-apparel, such practice will be continued.

8.2. If safety shoes are required by the University, the University agrees to pay for one (1) pair of shoes per year from the date of the previous purchase. As a condition of employment, employees will be required to wear their safety shoes on the job and assume full responsibility for the maintenance of such shoes.

8.3. Uniforms must be returned at separation of employment.

8.4. Issues of concern regarding supplies and tools, and safety equipment may be addressed through the Labor-Management Committee (LMC). The University will appoint a manager through the Employee Relations Representative as the point of contact to resolve issues regarding supplies and tools between LMC.

9. Paydays

9.1. Employees will be paid every two (2) weeks, normally on Friday. However, when payday falls on a holiday, employees will be paid, when practical, on the workday preceding the holiday.

10. Standby Pay

10.1. The University may require employees to perform after-hour stand-by service in any particular position title or division.

10.2. Pay for remaining on standby shall be as follows:

10.2.1. Two (2) hours straight-time pay per period on weekdays.

10.2.1.1. A period shall consist of the hours between 4:30 p.m. and 8:00 a.m. on the following day.

10.2.1.2. A weekday shall be the periods starting with 4:30 p.m. on Monday and ending with 8:00 a.m. Saturday.

10.2.2. Four (4) hours straight-time pay per period on weekends and holidays.

10.3. Such pay shall be in addition to actual callback pay as provided in Article 8, Overtime, paragraph 3.

10.4. Except as provided by law, standby time shall not be considered time worked for computing overtime.

11. Annual Wage Increases

11.1. If the University's cost of mandatory or non-mandatory benefits increase, the funds necessary to meet these increases are allocated before other increases in compensation are considered.

11.2. Annual wage increases may be negotiated in accordance with the provisions of Article 31 of this Agreement.

12. Travel and Per Diem

Employees who are required to travel, at the direction of the University for official University business, will receive per diem and travel reimbursement in accordance with the University's policy.

13. Training and Certification

The University will also designate certain University-wide or position specific mandatory training courses within the University which will be compensated as University work time. Renewal of certifications/licenses required for the position will be paid by the employer. The employee may be responsible for taxes depending on the certification/license. Employees who feel that they have not received training necessary to perform the duties of their position may contact their supervisor regarding this issue.

ARTICLE 8 OVERTIME

1. A. When it becomes necessary to work overtime, employees shall be offered overtime work within their position title and work unit as designated by each department, first on the basis of seniority and then on the basis of the least number of overtime hours credited to each employee. A department may choose to post a list for voluntary overtime in which case employees who have volunteered shall be offered overtime within their position title and work unit, first on the basis of seniority and then on the basis of the least number of overtime hours credited to each employee. Overtime records shall be kept by the University for the previous 12 months. Overtime records shall reflect the number of overtime hours worked and the number of overtime hours refused which shall, for the purposes of scheduling overtime, be considered as overtime worked. If the department elects to post the overtime opportunity and an individual does not sign up, this will be considered a refusal to work overtime. The University will make a reasonable effort to distribute overtime equitably on a departmental basis.
- B. Parking and Transportation Services will continue their current process of selecting employees for overtime. Facilities Management Custodial Units will post the opportunity for overtime on a quarterly basis by unit. Individuals who elect to be on the overtime list for the quarter will be called upon by order of seniority on a rotational basis for each overtime opportunity in that quarter. If an employee who has volunteered for the quarter is called upon twice during the quarter and is not able to work the overtime, the employee will be unable to sign up for the next overtime quarter. The Health Sciences Center (HSC) and Main Campus Custodial areas will be considered one unit for purposes of overtime. Quarterly sign-up sheets will be kept on record for the previous 12 months.
- C. In cases of emergency overtime, the most readily available employee may be utilized. In addition, if an overtime slot cannot be filled by the use of volunteer posting for a planned event, management has the discretion to fill the overtime slot through mandatory overtime.
- D. Overtime records shall, upon written request, be available to the Union for inspection. Emergency overtime shall not be counted on the list of scheduled overtime worked.
- E. Overtime work applicable to the duties of a particular bargaining unit title will be offered to bargaining unit employees prior to offering the overtime to non-bargaining unit employees.

2. Employees required to work overtime shall be paid in accordance with this section. Pay at one and one-half (1-1/2) time shall apply to authorized time worked at the employee's rate of pay in the following instances:
 - 2.1. In excess of ten (10) consecutive hours, exclusive of meal breaks;
 - 2.2. In excess of forty (40) hours actual time worked in any workweek:
3. **Callback Pay**

When an employee is called back to work after having completed their normal workday, they shall be granted a minimum of two (2) hours pay at time and one half. This provision shall not apply when the hours worked are an extension of the employee's workday.
4. For the purpose of computing overtime compensation, holiday paid leave is considered time worked for those employees who do not work the holiday.
5. Time off may be granted in lieu of overtime pay (see above overtime pay provisions) as long as there is an agreement between employer and employee to utilize compensatory time off instead of overtime pay.
 - 5.1. If there is no mutual agreement on compensatory time off between the University and the employee, then overtime payment will be made.
 - 5.2. Compensatory time off is at a rate of one and one-half (1-1/2) times the number of overtime hours worked.
 - 5.3. Employees may accrue a maximum of 240 hours of time off in lieu of overtime pay (160 hours of actual overtime worked x 1-1/2 = 240).
 - 5.4. Compensatory time off must be taken within ninety (90) workdays from the date it is earned. Compensatory time earned, but not taken within the ninety (90) day limit, must be converted to overtime pay. This change will occur no later than July 29, 2016.
 - 5.5. Management will be responsible for maintaining records of compensatory time earned and used.
 - 5.6. Such compensatory time records shall, upon written request, be available to the Union for inspection.

ARTICLE 9 WORK SCHEDULES

1. The regular workweek for full-time employees except with regard to flex tours will consist of seven (7) calendar days, beginning on Saturday 12:01 a.m., which shall be comprised of five (5) consecutive workdays of eight (8) hours per day or four (4) consecutive workdays of ten (10) hours per day. This section shall not apply to seven (7) day and/or twenty-four (24) hour operations, who may choose to implement an alternative workweek schedule according to

subsection 8 below.

2. The workday for regular full-time employees except with regard to flex tours shall be either:
 - 1) eight (8) hours consisting of two (2) increments of approximately four (4) hours each separated by thirty (30) minutes or one (1) hour off for lunch; or
 - 2) ten (10) hours consisting of two (2) increments of approximately five (5) hours each separated by thirty (30) minutes or one (1) hour off for lunch. The department reserves the right to schedule and determine the length of the lunch period based on the needs of the department. This section shall not apply to seven (7) day and/or twenty-four (24) hour operations, who may choose to implement an alternative workday schedule according to section 8, below.
3. The regular workweek for a regular part-time employee will consist of seven (7) calendar days, beginning on Saturday, which shall be comprised of no more than thirty-nine (39) hours per week, based on the needs of the department.
4. The workday for regular part-time employees shall be any day in which the employee is scheduled to work, regardless of the number of hours scheduled.
5. Each workday shall include one (1) non-cumulative fifteen (15) minute paid rest period for each four (4) hours worked in a workday. Such rest periods shall not exceed fifteen (15) minutes. The University shall ordinarily schedule rest periods approximately in the middle of working periods but may stagger them to permit maximum efficiency. See section 8.1 for breaks for daily tours of at least 10 hours.
6. Adjustment of time
 - a. Requests by employees for occasional adjusting of work schedules within the workweek may be granted by the employer in instances where departmental operations are not compromised.
 - b. When there are special events and/or other unanticipated operational and budgetary needs of the worksite, the employer may request volunteers to work first. In these instances, the employer will attempt to take the employee's preferences into account regarding adjusted time. Occasionally, the department may need to adjust time of all employees in the area. The department will provide as much notice as possible.
7. The University shall give consideration to employee's desires for shift assignments by seniority within classification consistent with the needs of departmental operations.
 - a. An employee not covered under Section 10 of this article who desires a shift change must submit his/her request in writing to the immediate supervisor.
 - b. Based on availability, accommodations in the employee's shift or work schedule may be made by the employer at the employee's request due to the employee's religious or legitimate medical condition or that the medical condition of an immediate family member for which the employee provides care. A request for a change in this type of situation will require that the employee provide medical documentation to his/her supervisor supporting the request. A change in shift or work schedule under these conditions shall not be subject to Subsections 6 and 9 or Article 9 and will not be subject to the grievance procedure.

8. Seven-day operations and/or 24-hour-a-day operations may implement a change to the work schedule that does not comply with Sections 1 and 2 of this Article. Such a department that desires to implement a change in work schedules that will be effective for greater than 2 pay periods, consistent with the needs of the operations, must:
 - 8.1 provide a minimum 2-week advance notice to affected employees and the Local Union President;
 - 8.2 provide for assignment to be made by seniority within classification;
 - 8.3 indicate to the affected employees and the Union the duration of such schedule changes.
 - 8.4 An Employee will remain in their current schedule until the Union and the Employee are given notice as contained in Section 8.1.
9. If a long-term involuntary reduction in a shift (greater than 2 pay periods) is being made that impacts a majority of the workers in an organizational workgroup, the employees and the local union president would receive at least 30 days' notice. In this situation, the Union may request to bargain with the department over the effects of the shift reduction. This meeting will occur within the notice period.
10. When the management deems it necessary to assign employees tours of duty other than eight (8) hours per day as specified in Article 9 of this agreement the following procedures will be used:
 - 10.1 The management may introduce an assignment schedule of daily tours other than eight (8) hours per day. If such daily tour assignment is ten (10) hours, an additional fifteen (15) minute break period will be provided after completion of eight (8) hours worked; and that tour assignment would be the number of hours used as a base from which overtime in excess of that tour would be computed. The following provisions would apply:
 - 10.1.1 Daily overtime would be paid for time worked in accordance with Section 2.2.1 of Article 8;
 - 10.1.2 Absences due to sickness or injury will be paid on the basis of the number of hours assigned as daily tours for the purpose of adjusting an employee's sick leave balance. Both accruals and deductions shall be increased or decreased in hours rather than days;
 - 10.1.3 Any absence other than authorized in paragraph 9.1.2 shall be paid for on the basis of the assigned daily tours or corresponding equivalent for partial days of absence.
 - 10.1.4 Holiday pay will be paid in accordance with Article 11.
11. Shift Bidding: Departments that are not seven-day operations and/or 24-hour-a-day operations that currently have shift bidding will continue the practice of shift bidding.

12. Flex Tours

- 12.1 The Employer may consider employee's request for or offer a flexible work schedule outside the provisions of Section 2 of this Article when consistent with the operation of the department and shall occur in the Fall, Spring, and Summer sessions.
 - 12.2 The University shall not unreasonably deny or rescind an employee's requested flextime. If there are multiple conflicting requests for flextime, then departmental seniority as defined in Article 6 shall be the determining factor as to which employee or employees shall be granted or maintained on their requested flextime.
 - 12.3 The basis of denial for flextime requested by the employee will be shared with him/her in writing when he/she asks for the reason to be provided.
13. Discipline for timeliness issues may be grieved in accordance with Article 22, Grievance Procedure.
14. Management will consider the following options when assigning work out to employees due to vacancies or absences: 1) Prioritizing work duties 2) splitting work amongst several employees 3) making changes to how work is done 4) changing customer standards 5) and providing overtime opportunities. This is not an all-inclusive list.

ARTICLE 10 ANNUAL LEAVE

1. Annual leave is prorated and allocated on an hourly basis per pay period not to exceed the pay period accrual designation. Effective with the implementation of the Banner HR Payroll System employees will be credited with .080875 of an hour annual leave per hour up to the allowable maximum of 6.47 hours per bi-weekly pay period.
2. Annual leave eligibility is accrued during actual time worked, authorized sick leave, annual leave, holidays, leave with pay, or approved union leave with pay.
3. Maximum accruals may not exceed 252 hours.
4. Employees will not be paid for any annual leave accrual upon termination prior to the completion of three (3) months of employment.
5. While annual leaves are normally scheduled in accordance with the employee's wishes, the University reserves the right to approve an employee's annual leave in accordance with the needs of the University. Should the needs of the University's business limit the time and/or number of employees to be granted annual leave at any specific time, seniority in the department and position title shall determine which employees may be granted such annual leave.
6. Employees may be given the opportunity to utilize all of their accrued vacation in a single instance subject to the provisions of paragraph 5 above.

7. Employees requesting more than two (2) days of annual leave will be required to provide not less than five (5) working days advance written request to their supervisor. The Employer will respond to the request for more than two (2) days of annual leave within two (2) working days of receipt. Employees who request less than two (2) days of annual leave will be required to provide not less than twenty-four (24) hours advance written request to their supervisor. The Employer will respond to request for less than two (2) days of annual leave as soon as practicable. The Employer will respond to the request for annual leave in writing, providing the reason for denial, if applicable. In the event of an emergency which precludes giving prior notification, the advance notification requirement may be waived by the University, provided the employee supplies justification as to why the waiver should be granted.
8. When holidays fall during an employee's annual leave, that day shall be charged to holiday pay rather than to the employee's accrued annual leave time.
9. Upon separation from employment for reasons other than retirement, death, or involuntary termination, employees are paid for unused annual leave credits based on employee's straight time rate of pay, subject to paragraph 4 above.
10. The maximum credits for which employees may be paid will not exceed 168 Hours.
11. Upon termination for reasons of retirement, death, or involuntary termination, employees or their estate in the case of death may be paid for unused annual leave credits not to exceed 252 Hours.

Retirement is defined under the provisions of The New Mexico Educational Retirement Act.
12. The minimum increment of annual leave submitted for approval shall be one-tenth (1/10) of an hour but may be subject to reduction if there are future computer systems changes.
13. Unless otherwise specified in this Agreement, payment for annual leave taken shall be at the employee's straight-time rate.

ARTICLE 11 HOLIDAYS

1. The holidays authorized by the University and observed by the bargaining unit shall be the following as determined by the President of the University:

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Winter Break: As declared by the President of the University with a copy in writing or via email to the local union. The schedule may be accessed at

<http://hr.unm.edu/about/hr/holidays.php>

2. When a holiday falls on an employee's normal day off, that holiday will be scheduled on the workday immediately preceding or following that regular day off.
3. To be eligible for holiday pay (straight-time rate) an employee must work the last regularly scheduled workday prior to the holiday and the next regularly scheduled workday following the holiday unless such employee is on authorized annual leave, authorized sick leave, approved leave with pay, or union leave with pay.
4. Holiday time off for employees will be paid for the number of hours obtained by dividing the employee's normal number of scheduled weekly work hours by five (5) for each observed holiday. At no time will an employee receive greater than eight (8) hours of holiday pay, regardless of schedule. Employees who are assigned a work schedule greater than eight (8) hours per workday, will be permitted to utilize leave without pay and/or accrued annual leave or compensatory time.
5. Employees required to work on a holiday shall be paid at a premium rate of one and one half (1 1/2) times their regular rate of pay (base wage plus shift differential, if applicable) for all hours actually worked on the holiday. Work available during the holiday will be posted in the department or unit for volunteers. Employees will be chosen by classification (position title), area of expertise, and then by order of seniority. If there are insufficient volunteers, the least senior employee in the department will be chosen. Each day of the winter break will be posted and employees can select one or more days to work. In exchange for the employee working the holiday, the employee will also be given time off equal to the number of hours actually worked on the holiday at the employee's straight time rate. If the employee cannot be given another day off in lieu of the holiday within sixty (60) days or within the current fiscal year, whichever is sooner, the employee will be paid at straight time for that day.
6. Weekends that fall within the Winter Holiday will be included as holidays for those employees in 7-day, 24-hour work unit but an employee will not be eligible for more than forty (40) hours of holiday pay per week during the winter break
7. Holidays shall be considered as time worked for the purpose of computing overtime.

* Dispatchers working a ten (10) hour shift to include weekends will receive eight (8) hours of pay at time-and-a-half, plus two (2) hours compensatory time at a straight time rate. The employee will also receive ten (10) hours of holiday pay at a straight time rate.

ARTICLE 12 SICK LEAVE

1. Granting of Sick Leave

1.1. Paid Sick leave shall be granted only for:

Personal disabling illness or injury (includes disability due to pregnancy, childbirth and other pregnancy-related medical conditions), care of ill or injured immediate family members (employee's spouse or domestic partner, child, grandchild, includes step, adopted, or foster child,

grandparents, parents, includes step or foster parent, and siblings), quarantine of employee's household, or pre-scheduled or emergency doctor and dentist appointments.

Doctor and dentist appointments for elective or annual examinations shall be authorized when they do not interfere with the efficient operations of the University. The University may require verification of such appointments.

1.2. Any other use of sick leave is strictly prohibited.

2. Eligibility

2.1. Sick leave eligibility is accrued during actual time worked, authorized sick leave, annual leave, holidays, or leave with pay.

2.2. Sick leave eligibility is not accrued while an employee is on unpaid status.

3. Sick leave eligibility shall be accrued in accordance with the following schedule:

3.1 Employees hired Prior to July 1, 1984 receive up to 6.47 hours per bi-weekly pay period, prorated based on hours worked.

3.2 Employees hired July 1, 1984 or after receive up to 3.70 hours per biweekly pay period prorated based on hours worked.

3.3. Maximum Accruals are 1040 hours.

4. Sick leave is prorated and allocated on an hourly basis per pay period (biweekly) not to exceed the accrual designated. For example, biweekly employees hired after July 1, 1984, and working 40 hours per week, will be credited with .047 hours of sick leave per hour up to the allowable maximum of 3.70 per pay period biweekly.

5. Distribution and Use of Sick Leave Accruals:

5.1. Employees hired Prior to July 1, 1984:

Minor Bank- Maximum of 3.70 hours/pay period. Applies to short-term illnesses. Major Bank- Any pay period accruals in excess of 3.70 per pay period. Applies to long-term illnesses of fifteen (15) or more consecutive workdays.

5.2. Employees hired July 1, 1984, or After:

Minor Bank--Maximum of 3.70 hours/pay period to be used for short- or long-term illnesses.

6. Payment of Accumulated Sick Leave

6.1. All employees hired prior to August 1, 2017 who accumulate the maximum hours of unused sick leave listed below shall be entitled to payment for additional unused sick leave as described in Section 6.111 below.

- Full-time employees: balances over 600 hours
- Part-time employees
 - .75 to .99 FTE balances over 450 hours
 - .50 to .7499 FTE balances over 300 hours

6.1.1. Minor Bank

6.1.1.1. All hours over the maximum listed in Section 6.1 may be converted to cash at a rate equal to fifty (50) percent of the employee's hourly wage multiplied by the number of hours of unused sick leave hours over the maximum, not to exceed 120 hours of such sick leave in any one fiscal year.

6.1.1.2. Upon retirement or layoff, all hours accumulated over 600 hours will be paid at a rate equal to fifty (50) percent of the employee's hourly wage multiplied by the number of unused sick leave, not to exceed 440 hours of such sick leave.

6.1.2. Major Bank - Immediately upon retirement, an employee shall be entitled to payment for all hours of unused sick leave at a rate equal to twenty-eight-and-one-half (28.5) percent of their hourly wage multiplied by the number of hours of sick leave not to exceed 1040. Partial hours shall be rounded to the nearest whole hour.

6.1.3. Payment for converted sick leave in the "Minor Bank" shall be made on or about the last day of December. Application for such payment must be made by the Payroll deadline date determined by the Payroll Office. Bargaining Unit employees will get the same notice that all other eligible University employees receive for sick leave sell back. Payment to laid-off employees requesting sell back of minor leave will be made as soon as practical.

7. To be eligible for sick leave pay for any sickness absence, an employee must directly contact his/her immediate supervisor, or designee, each day of such absence, prior to the start of their work schedule, but not later than one (1) hour before the beginning of the workday. Employees working shift differential schedules must notify the department at least four hours prior to the beginning of the shift that they will be unable to work that day due to disabling illness or injury. The department will inform staff of the proper sick leave reporting procedure. Methods of reporting sick leave that a department may consider are emails, texting, or phone calls. Regardless of which method is determined by the department, the employee must leave a number where he or she may be contacted. The daily notification requirement may be waived by the employee's supervisor when the employee presents a physician's certificate stating a specific period of time that an employee will be absent from work.

8. Verification of the medical or dental provider and the date and time of the appointment may be required at any time. If the employer has reason to suspect abuse of sick leave, the employer may also request the length of the appointment and the location of the provider. If so, the employer will provide prior notice to the employee that he/she must provide this information from the physician's office. The employee will only be given sick leave for the length of the appointment and reasonable

travel time.

- 8.1 In addition, a physician's verification is required for sick leave of three (3) or more consecutive workdays. A physician's verification may also be required for absences of less than three (3) consecutive workdays if an employee has had instances of excessive sick leave usage, abuse, or misuse necessitating verification by a physician. In this case, the supervisor or manager will provide notice in writing that a physician's statement will be required. In such case, the employee will be counseled and advised prior to requiring physician's documentation when he/she calls in sick. If it appears that Family Medical Leave (FML) may be appropriate, the supervisor may discuss the possibility of FML and other appropriate leaves with the employee. Employees may also access the FML Policy at <http://policy.unm.edu/university-policies/3000/3440.html> or may discuss FML through their departmental HR liaison. Leave approved as FML will not be considered in the review of possible excessive leave. The supervisor's notice that a physician's statement is required for non-FML shall be considered on an individual basis. If the employee feels he/she has not abused sick leave, the employee may address the issue through his/her supervisor or his/her supervisor's chain of command. If an individual has been deemed to have abused sick leave by Management but his/her attendance improves within 6 months, the employee may request that the supervisor review his/her case and the supervisor may lift the requirement of providing physician's documentation as a result of the review.
 - 8.2 An employee's request for sick leave may be turned down if the employee previously requested annual leave for the day but was denied the leave.
 - 8.3 Employees (and dependents) with chronic health conditions that may reasonably require frequent absences and charges to sick leave may apply for FML.
9. Unless otherwise specified in this Agreement, payment for sick leave taken shall be at the employee's straight-time rate.
 10. Inappropriate or excessive use of any paid sick leave absence(s) may be cause for disciplinary action, including dismissal.

ARTICLE 13 PERSONAL LEAVE WITH PAY

1. An employee will be granted time off from work and shall receive pay at straight-time rate, subject to the following provisions, for the following purposes:
 - 1.1. Death in employee's immediate family (to a maximum of three (3) days). Immediate family is defined as spouse, domestic partner, child, step, adopted, or foster, grandchild, parents (shall also include present mother-in-law and father-in-law), grandparents, and siblings of employee.
 - 1.2. Marriage of employee or the employee's child or parent (on day of wedding).
 - 1.3. Selective Service exam (to a maximum of one (1) day).

- 1.4. Occasions when the University is declared closed by the President (i.e., cases of inclement weather, national emergency, etc.) except that:
 - 1.4.1. Compensatory time off will be given for employees who worked during the time of closure.
 - 1.4.2. Employees on annual leave, sick leave or on a shift assignment not affected by the closure and, therefore, not scheduled to work are not affected.
 - 1.4.3. Employees scheduled to work but who did not come in would have all scheduled hours charged to accrued annual leave or leave without pay. Employees who work in a unit designated as providing critical activities, such as patient care, housing and care of clients or patients, delivery of utilities, removal of snow, ice or debris, or other units as may be designated in advance shall report for duty as advised, in advance, by the University and shall receive compensation for hours worked as well as receiving compensatory time as provided in section 1.4.1, above. Nothing in this article shall conflict with the provisions of Article 2 section 1.2., above.
 - 1.4.4. When the University is not declared closed by the University, employees scheduled to work but who did not come in would have all scheduled hours charged to accrued annual leave or leave without pay.
- 1.5. Employees who are registered voters are granted, at their request, time off from University duties to vote in a government election. The University may require adequate evidence that the employee is a registered voter. Such time off within the daily work schedule is paid for a straight-time rate to a maximum of two (2) hours. Requests for time off to vote must be made as soon as practical, but no later than 10:00 a.m. on election day. The University reserves the right to designate the time of day the employee is to be excused. This policy does not apply to employees whose daily work schedule begins either two (2) hours after the polls open or ends three (3) hours before the polls close.
- 1.6. Employees summoned for jury duty, for appearance for jury duty qualifications, or for duty as a witness (other than as plaintiff or defendant or to testify against the University) are granted time off with pay for the time spent on these types of duty if they present documentary evidence of the summons to their supervisors. Money received for the above during the employee's work schedule, excepting that paid for mileage and/or subsistence, must be submitted to the University by the Employee or the Court. Employees summoned as specified above are required to return to their work location while temporarily excused from attendance at court, unless it is not practicable because of the short time between court sessions which the employee is required to attend or between the short period remaining between when the employee is excused from court and the end of the scheduled working time. Employees on night and evening shift differential will deduct from such

assignment the equivalent length of time spent in the performance of jury duty. The employer will determine whether such time off will be taken at the start or prior to the end of the shift assignment.

- 1.7. Employees who are members of the organized units of the Army, Navy, Air Force, Marines, or their respective reserve components, or State Militia and are ordered to active duty will be granted leave in accordance with applicable State and Federal laws. Employees are required to submit a copy of their Orders to their immediate supervisor prior to the leave.
 - 1.8. Employees attending educational programs conducted by the University of New Mexico, Employee and Organizational Division of the Department of Human Resources, when attendance at such a course is authorized by the employee's supervisor during the working hours of the employee, will be granted time off with pay.
2. Inappropriate use of any paid absence(s) as reflected above will be cause for disciplinary action.

ARTICLE 14 LEAVE OF ABSENCE WITHOUT PAY

1. Family and Medical Leave
Employees qualified under the Family and Medical Leave Act will be granted leave from their duties in accordance with the provisions of the Family and Medical Leave Act (FMLA).
2. Other Leaves of Absence

Employees may be granted other Leave Without Pay at the University's discretion. Such leaves shall normally not exceed six (6) months but may be extended up to an additional six (6) months with the approval of the employee's Dean or Director. Requests for other leaves must be in writing, and with no less than five (5) workdays written notice in advance of the requested leave period. The supervisor will also respond in writing to the employee's request at least two (2) days prior to the employee's requested leave. All appropriate supporting documentation, including physician's statements for employees requesting a medical leave of absence must be attached before leave will be approved. The supervisor will respond in writing to the employee's request within two (2) business days of having received the request and any necessary documentation.

In the event of an emergency that precludes giving prior notification, the advance notice requirement may be waived, by the University, if the employee demonstrates that prior notification was not possible.

ARTICLE 15 INSURANCE BENEFITS

1. The University agrees to provide programs for Life, Health, Dental, Retirement, and Workers' Compensation substantially equal to those presently provided and continue its contributions towards the premiums of such insurance programs.

2. It is understood that should the University change its programs and contributions for non-bargaining unit employees, the University will make a good faith effort to notify the Union in writing, prior to their implementation.

ARTICLE 16 MISCELLANEOUS BENEFITS

1. The University shall extend the following existing benefits subject to University regulations and fees and their availability:
 - 1.1. Education Benefits Program
 - 1.2. Tax Deferred Annuities
 - 1.3. Free use of Johnson Gym facilities and tennis courts
 - 1.4. Discounts on certain tickets and services
 - 1.5. Library
 - 1.6. Golf Course discounts
 - 1.7. Rental of recreation equipment
 - 1.8. Catastrophic Leave Program
 - 1.9. LoboPerks

It is understood that should the University change or delete these benefits for non-bargaining unit employees, such changes will apply to this contract.

Up to two (2) bargaining unit employees assigned as Union representatives may be paid to participate in the Parking Advisory Committee as long as the Committee is active.

ARTICLE 17 EXCUSED ABSENCE FOR UNION DUTIES

1. The Union may request that Union representatives or members be excused from their University duties to carry on official Union business. Such University approvals will be based on business need.
 - 1.1. Except as provided in paragraph 1.2 below, requests shall be made in writing by the Local Union to the immediate supervisor with a copy to the University Employee Relations Representative, no less than five (5) working days prior to the commencement of the requested absence. The University shall respond to such requests within two (2) working days from receipt of the absence request. Such request shall not be unreasonably denied.

In the event the University denies the requested leave, the University shall indicate to the Local Union, in writing the basis for the denial.

If an employee has requested a Union Representative to attend a meeting in accordance with Section 3.1 and Section 3.5 of this article, the University will attempt to allow the representative time off without pay according to business needs if the Union has made a reasonable attempt to notify the representative's supervisor as soon as possible.

- 1.2. In emergency situations, requests may be made verbally as soon as practical and the University will make a good faith effort to respond in like manner. Such requests shall be confirmed in writing, by the Local Union, within five (5) working days.
 - 1.3. The Local Union may cancel previously approved absence time when unforeseen circumstances arise. The Local Union will give twenty-four (24) hour advance notice in writing to the employee's immediate supervisor, with a copy to the Employee Relations Representative, and the Employer will make an effort to return the employee to the schedule held prior to the approved leave as soon as practical.
2. Upon approval by the University, such excused absences shall be in accordance with the following provisions:
 - 2.1. without pay, except as provided in paragraph 4;
 - 2.2. with credit for seniority as defined in Article 6;
 - 2.3. with eligibility to continue group insurance benefits in which the employee was enrolled;
 - 2.4. with guarantee of reinstatement to the job vacated or one of equal pay;
 - 2.5. for a specific period of time acceptable to the University, but not to exceed six (6) months.
 - 2.6. The University's obligation under this Article shall cease upon ten (10) calendar days written notice to the Local Union should the terms of the excused absence be violated by the member.
3. Upon written approval from their supervisors, in accordance with Section 1, Local Union representatives may request, in writing, to be excused without pay from their assigned University duties to:
 - 3.1. Represent employees in grievance hearings with the University when the hearings are held during the working hours of such Local Union representatives. The number of Local Union representatives excused without pay for any one (1) grievance hearing may be equal to the number of management representatives, except that the Labor Relations Manager and/or representative shall not be included in the count.
 - 3.2. Confer with involved University officials regarding specific grievances, or meetings where management will be considering disciplinary action.
 - 3.3. Confer with involved University officials regarding issues or actions which affect bargaining unit employees.

- 3.4. When responding orally, in writing, or both to a notice of proposed disciplinary action received by a bargaining unit employee, when requested by the employee.
4. Local Union representatives may be excused with pay from their assigned University duties to confer with University officials, at the written request of the University, regarding issues or actions which affect bargaining unit employees, including serving on University committees and serving on the Labor-Management Committee as per Article 28. The local representative will provide a copy of the written University request to their supervisor immediately upon receipt.

ARTICLE 18 PERSONNEL FILES

1. All references and information obtained in the process of evaluating the employee for employment shall be privileged, shall not be subject to this Agreement and, therefore, shall not be available for inspection by the employee or the Union Representative. Such information will typically not be placed in the employee's personnel file.
2. All other materials placed in the employee's personnel file shall be available to the employee for inspection. Any employee requesting to examine their personnel file may do so by providing at least twenty four (24) hours advance written notice. Review of an employee's personnel file shall occur during normal business hours of the Human Resources Department. The Employee will review his/her file in the presence of a Human Resources Department employee. Proof of identity may be required. A copy of a document in the file may be provided.
3. Employees shall have the right to respond, in writing, to any non-privileged information placed in their own files and have such responses placed with the material to which the response relates.
4. Upon the expressed written authorization of the employee, an authorized Union Representative may review information in the employee's personnel file by providing at least twenty four (24) hours advance written notice. Review of an employee's personnel file shall occur during normal business hours of the Human Resources Department. The Union Representative will review the employee's file in the presence of a Human Resources Department employee. Proof of identity may be required. A copy of a document in the file may be provided.
5. Personnel files are those files maintained by the Department of Human Resources, that pertain to the employee's work performance, background, employment history, and other personnel information. This in no way prohibits an employee's supervisor and /or Department Director from maintaining a working file on the employee.
6. Specific documents found by the University or an Arbitrator to be without proper cause, as a result of any step of the grievances procedure, Article 22, or an Arbitration conducted under Article 23, will be removed.

ARTICLE 19 PUBLIC INFORMATION

The University has the right to access available public information. If the University implements disciplinary action or other adverse action against an employee based on public information, the employee and/or union may seek redress pursuant to Article 22, Grievance Procedure and Article 23, Arbitration.

ARTICLE 20 SUSPENSION AND DISCHARGE

1. Progressive discipline will be used when appropriate. However, some violations of policies and procedures, or continued negative behavior or performance may be of such serious nature that immediate suspension or discharge may be appropriate. An employee who has completed the probationary period may only be disciplined for just cause.

Employees who disagree with a letter for improvement may grieve the action to Step 1 of the grievance process. Employees who disagree with higher levels of disciplinary action taken may file a grievance pursuant to Article 21, Grievance Procedure, with the timelines noted in that article, within fifteen (15) working days of the final action. If a grievance is settled resulting in an agreement to rescind the disciplinary action, this document will not be referred to in subsequent disciplinary actions. Separation at the end of an original or extended term end appointment shall not constitute discharge and does not require just cause.

- Following are the levels of formal discipline under the University process:
 - Letter for improvement
 - Written Warning
 - Suspension
 - Discharge

Disciplinary Actions as a Result of Fact-finding or Investigations

If disciplinary action is to occur with a bargaining unit member after the conclusion of an investigation or fact-finding, the University will make an attempt to deliver the action within twenty (20) business days. If the action is a suspension or discharge, the Notice of Contemplated Action will be delivered in that timeframe. If the action will take longer, the University will notify the Union in writing and will address the reason for the delay and will provide an estimated time for delivery. Human Resources will determine when the fact-finding is complete.

Letter for Improvement

The letter for improvement is the lowest level of disciplinary action. It informs employees of the issues of concern and their supervisors' expectations for improvement. It is expected that such discussions will result in improved performance. A letter for improvement is not documented in an employee's official personnel file maintained by

the Division of HR. However, the supervisor shall maintain a record of any letter for improvement in the departmental file. This document may be referred to in any further disciplinary action. In addition, the employee may petition the Dean or Director, after one (1) positive performance evaluation, to agree not to use the letter for improvement in any subsequent disciplinary actions.

Written Warning

The written warning is the next level of disciplinary action and is used for more severe issues or for situations where issues have continued despite being given an opportunity to improve. A written warning is documented in the employee's official personnel file maintained by the Division of HR. After an employee has received at least two (2) positive performance evaluations, an employee may petition the applicable dean or director to have the written warning removed from the employee's official personnel file.

2. To initiate a suspension or discharge of a post-probationary regular, or term employee, the dean, director, or department head must serve the employee with written notice of the contemplated action. Suspensions and discharges require approval of the cognizant dean or director and the Vice President for Human Resources prior to issuing a Notice of Contemplated Action (NCA). This notice must include *all* of the following points:
 - Cite the acts which the supervisor believes may constitute proper/just cause.
 - Give a summary of the evidence against the employee.
 - Specify the contemplated action.
 - State that the employee has eight (8) work days from receipt of the notice to respond orally or in writing to the contemplated action.
3. The employee or a Union representative may respond orally and/or in writing to the notice of contemplated action. The response is served to the supervisor who signed the notice. If the employee or Union representative wishes to meet with the supervisor to respond to the notice of contemplated action, he or she must submit a written request for the meeting within five (5) work days from receipt of the notice. The employee or Union representative must respond orally and/or in writing within eight (8) work days from receipt of the notice.
4. Any time period required herein does not include the day of the action from which this time period begins to run. If the last day of the time period falls on a Saturday, Sunday, or holiday, the last day of the time period shall be the next working day. If the employee is represented by the Union and the Union requests an extension to the NCA response, the Union representative will note the reasons for the extension in writing to the University. The extension will be provided given both parties are in agreement. Requests will not be unreasonably denied. If the employee is on paid administrative leave, this issue may also be part of the consideration on the extension but does not exclude other factors that the University may consider.
5. The Notice of Final Action (NFA) shall be within thirty (30) calendar days after receipt of the employee's response and include *all* of the following points:
 - The final action to be taken.

- The acts constituting proper/just cause. (The determination on the Notice of Final Action will only entail the allegations specified in the Notice of Contemplated Action. Issues which occur after the Notice of Contemplated Action may be included in the Notice of Final Action but will not be a determining factor in the Notice of Final Action unless the Notice of Contemplated Action is reissued.)
 - A summary of the evidence.
 - A reply to the employee's response, if any.
 - The effective date of any disciplinary action.
- If the employee is represented by the Union and the timeframe for providing the Notice of Final Action needs to be extended, then the University will note the reasons for the extension in writing to the Union representative. The extension will be provided given both parties are in agreement. Requests will not be unreasonably denied.

ARTICLE 21 GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
2. A grievance is defined as a charge by either party to this Agreement that the other has violated/misapplied one or more provisions of this Agreement.
3. As used in this Article, "day" shall mean work days of the Human Resources Offices and shall not include holidays or times when the University's Human Resources Offices are closed.
4. A grievance must contain a statement of the specific step number of the grievance, the name of the employee(s), the circumstances upon which it is based, the Article violated, the date of the alleged violation, the management person alleged to have committed the violation, and the specific remedy being sought. General requests for relief such as "to be made whole" are not acceptable. The initial grievance must be signed and dated by the employee(s); subsequent grievances may be signed by the Union Representative on behalf of the employee. Grievances filed on behalf of a group of employees or a grievance regarding a violation of the Agreement as a whole may be signed by the Union Representative. Failure to submit a grievance with all of the required information contained in this subsection will cause the grievance to be returned to the employee(s) or Union representative. A grievance submitted without the proper information which is returned to the employee(s) or Union representative will not stay the running of the time line for filing a grievance, unless an extension is mutually agreed to by the parties, in writing, as provided in this Article. Grievances must be either hand-delivered, emailed, or mailed at Step One, Two, or Three. Grievances that are emailed must be sent during normal business hours of the University Human Resources Office to be properly filed. Grievances that are served by mail will be considered filed on the date of the postmark.
5. The term grievance and the procedure relevant thereto shall not be deemed applicable in the

following instances:

- 5.1 in matters where a method or review is mandated by law, or
 - 5.2 in matters where the University is without authority to act.
6. Grievances submitted on behalf of the University shall be initiated by the V.P. of Human Resources at Step Three of the Grievance Procedure. Non-disciplinary grievances submitted by the Union Representative on behalf of the bargaining unit which affect the entire bargaining unit may be submitted at Step Three of the Grievance Procedure.
 7. Failure to submit a grievance, in writing, at Step One within fifteen (15) working days following the discovery of the act, or the condition which gave rise to the grievance, will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed to, in writing, by the parties, the time limits expressed herein may be extended. Either the Union, the Local Union, or employee(s) who have entered grievances on their own behalf, may withdraw the grievance at any Step.
 8. The parties agree to make available upon the written request of the party seeking the information all pertinent information, not privileged, in their possession and control which is relevant to the issue raised by the grievance, three (3) working days prior to the grievance meeting at Step One of the procedure provided that the written request is delivered at the same time as the grievance and that the date the parties agree to meet at Step One provides for at least six (6) working days' notice. This section does not limit either party's right to utilize further information in subsequent steps of the grievance procedure or in the arbitration process.
 9. Employees required as witnesses to give testimony in a grievance meeting conducted during working hours of such employee, shall be granted time off with pay for that purpose provided that prior arrangements have been made through the University's Employee Relations Office, so that the time off can be scheduled without adversely affecting the operations of the department involved.
 10. Should the University fail to respond to a grievance within the time limits expressed herein, the Local Union or the Union may appeal to the next level of the grievance procedure within the time limits established. Responses will be considered timely if hand delivered, postmarked, or emailed on or before the date the response is due.
 11. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual. In such cases, the Employee Relations Representative shall be notified of any settlements reached. In addition, the Employee Relations Representative will notify the Union of any settlement reached. An employee may not retain outside legal representation under this grievance procedure without the advance approval of the Union.
 12. Once a grievance has been referred to the University by a Local Union Representative, the

University shall not discuss the grievance with any employee on whose behalf the grievance was presented without first notifying the Local Union and allowing the Local Union Representative to be present at any discussion or contacts made by the University regarding the grievance and the involved employee.

13. The Employee Relations Representative shall be provided a copy of all grievances submitted to Step One and subsequent steps of the grievance procedure. The Employee Relations Representative or designee may be called by either party at any step of the Grievance Procedure to provide advice and support to the parties. The role of the Employee Relations Representative or designee is not a decision maker for any party to the grievance at any step of the procedure.
14. Except in cases where immediate disciplinary action is deemed appropriate by the University, the involved employee shall, upon request, have the right to have a Spanish speaking Representative designated by the Union present when such disciplinary actions are to be announced or during investigatory interviews which the employee reasonably believes may result in disciplinary action against him/her. Notices of contemplated or imposed disciplinary action shall be in writing, in plain language, and shall contain the basis for the Employer's actions, including the policies, rules, or regulations alleged to have been violated, as applicable. If a Spanish speaking employee cannot converse in English, the employee will be advised by the supervisor that he/she may request the meeting be stopped in order to obtain a Representative who speaks in Spanish. In this case a meeting shall not be delayed more than 4 working days. Every effort will be made to have a supervisor or manager level above who speaks Spanish present in the meeting.
15. The management representative will provide a summary of the evidence in order to allow the employee an opportunity to respond to each of the allegations listed in the disciplinary action. The employee's response in cases of suspension and discharge will be taken into account before making a final determination. In cases of written warning, the employee may submit a letter of response which will be attached to the letter of discipline for inclusion in the Personnel file.
16. In addition, management will provide names of witnesses. Neither party is limited by initial disclosures at subsequent steps of the grievance arbitration procedure when that information becomes newly known by the initiating party.
17. Grievances shall be presented as outlined below:

Informal Step

Any employee who believes that he/she may have a grievance, (if acting on their own behalf), or the Local Union representative, (acting on behalf of an employee) may inform the employee's immediate supervisor that a potential grievance exists. The employee or the Local Union Representative (if acting on behalf of the employee) may, within eight (8) working days of the occurrence or when the individual knew or should have known there was an issue, request that an informal meeting be held.

The meeting shall be held within eight (8) working days of notice of the potential grievance.

During the meeting, the parties will attempt to resolve the grievance.

Step One

A formal grievance will first be filed in writing by the Local Union Representative or the individual employee, if filing on his/her own behalf. The grievance will be filed with the employee's manager (or next higher level supervisor, below the Dean or Director level, if one exists) within fifteen (15) working days following the discovery or when the employee knew or should have known of the act or condition which gave rise to the grievance. A copy will be sent to the Employee Relations Representative. At the time of service, the employee or local union representative shall provide the manager or next higher level supervisor identified above with at least three (3) possible times when the meeting could be held with the manager, or next higher level supervisor, as identified above. The supervisor or manager must acknowledge and select a date with the Union Representative within two (2) working days or provide the Union with alternative dates. The Union must copy the Labor/Employee Relations Office. This meeting must be held within eight (8) working days following receipt of the grievance, and the manager, or next higher level supervisor shall meet with the Local Union Representative acting on behalf of an employee, or the employee if acting on his/her own behalf, to discuss the grievance, and attempt to reach a resolution. Within eight (8) working days following the meeting, the manager or next higher level supervisor shall give the Local Union Representative, or the employee if acting on his/her own behalf, a written response to the grievance. If, in the opinion of the Local Union or employee acting on his/her own behalf, a satisfactory settlement is not obtained, the Local Union Representative or the employee may proceed to Step Two.

Step Two

Within eight (8) working days following receipt of Step One Response, the Local Union Representative or employee, filing on his/her behalf may appeal the grievance, in writing with the Dean or Director, with a copy to the Employee Relations Representative. At the time of service, the employee or Local Union Representative shall provide the Dean or Director with at least three (3) possible dates and times when the meeting could be held. The Dean or Director must acknowledge and select a date with the Union Representative within two (2) working days or provide the Union with alternative dates. The Union must copy the Labor/Employee Relations Office. Within eight (8) working days following receipt of the grievance, the Dean or Director shall meet with the Local Union Representative or the employee, if acting on his/her own behalf, and attempt to resolve the grievance. Within eight (8) working days following the meeting, the Dean or Director shall give the Local Union Representative, or the employee if acting on their own behalf, a written response to the grievance. If, in the opinion of the Local Union Representative or employee, a satisfactory settlement is not obtained, the Union Representative or employee may proceed to Step Three.

Step Three

Within eight (8) working days following receipt of the Step Two response, the Union Representative or employee may appeal the grievance, in writing, to the V.P. of Human Resources with a copy to the Employee Relations Representative. Once

a grievance is appealed to Step Three, a meeting would take place within ten (10) working days of the appeal, between the V.P. or designee and the Union Representative to review and discuss the grievance in an attempt at resolution. The Employer would submit its disposition within eight (8) working days of the meeting between the parties. If, in the opinion of the Union Representative, a satisfactory settlement is not obtained, the Union representative may, within twenty (20) working days following the date of the response, appeal the grievance for binding arbitration in accordance with Article 22.

ARTICLE 22 ARBITRATION

1. Any dispute arising from an alleged violation of this Agreement, may be submitted to binding arbitration as provided for in this Article. This procedure shall be the sole and exclusive method for resolving any and all disputes arising from the application, interpretation or construction of this Agreement. The grievance and arbitration procedures of this contract shall not apply to negotiation impasses.
2. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 21, Grievance Procedure, must have been exhausted.
3. The appeal must be received by the Federal Mediation and Conciliation Service from the party seeking the appeal, within twenty (20) working days from receipt of the Step Three response. The parties must jointly agree to the information submitted on the request to the FMCS as per the FMCS form. A copy of the completed Request for Arbitration Panel that is filed with the FMCS will be forwarded to the employer.
4. An arbitrator shall be selected in the following manner:
 - 4.1. Within ten (10) working days following receipt of the panel, each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
5. The Arbitrator shall consider the facts of the grievance in expedited arbitration and following the hearing shall prepare and submit to the parties, in writing, a report and decision within thirty (30) calendar days after the conclusion of the hearing. Any action required by the Arbitrator's decision, which is within the Arbitrator's authority will be implemented within thirty (30) calendar days.
6. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
7. The Arbitrator shall decide issues of arbitrability and jurisdiction prior to hearing the merits of the case. The Arbitrator shall have the authority to determine if there was proper cause for the

disciplinary action, but he/she shall have no power to add to, subtract from, or modify this agreement, nor shall he/she substitute her/his discretion for that of the employer where such discretion has been retained by the employer, nor shall he/she exercise any responsibility or function of the employer.

8. The Arbitrator's award is limited to back pay and/or reinstatement. In cases where reinstatement presents conflicts the Arbitrator shall retain jurisdiction. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to any earnings or compensation received by the employee including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate her/his damages. The Arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
9. The Arbitrator's award may be set aside, by a court of competent jurisdiction, when the arbitrator:
 - a. exceeded her/his authority in making the award;
 - b. exceeded his/her jurisdiction under the terms of this agreement; and/or
 - c. when the award is arbitrary, capricious, or contrary to law.
10. Arbitration is subject to the provisions of the State's Uniform Arbitration Act.
11. An appeal to arbitration may be made by the union, or an employee acting in her/his own behalf. Should an employee acting in his/her own behalf appeal, he/she will be responsible for the costs of arbitration as provided for in section 4, above, and may be required by the Arbitrator to place a fee into escrow prior to proceeding to arbitration.
12. If UNM decides to use the services of a court reporting agency, the Union may view a copy of the transcribed document at the Office of University Counsel. If the Union elects, it may instead receive a copy of the transcribed document by reimbursing half of the transcription charge, including the cost for services, and the cost of obtaining the initial document, to UNM.

ARTICLE 23 ACCESS OF UNION OFFICIALS TO UNIVERSITY PREMISES

Designated Union Officials/Representatives previously identified to the University as representing the bargaining unit will have reasonable access to University premises which are restricted to the public for the purpose of conferring with University management, observing conditions relating to grievances, and conducting meetings with represented employees provided that prior arrangements are made in writing through the Human Resources Consultant, or the Employee Relations Representative management confirms that the timing and place of such meetings will not interfere with the Employer's Operations. In turn, these meetings may be conducted without undue interference. It is expected that these meetings will be conducted in accordance with University facilities policies.

ARTICLE 24 SOLICITATION OF MEMBERSHIP AND UNION BULLETIN BOARDS

1. Solicitation of Union membership or other Union business, including conferring with employees shall be conducted only during the non-duty hours of the employee(s) (before or after

the employee's regular work hours, during meal periods and during any other break periods) which are not in the employee(s)' immediate work area(s). Solicitation includes electioneering of any kind. Union business of conferring with employees shall be in accordance with Article 17, subsection 3, Article 23, and the Public Employees Bargaining Act. Union business on campus shall be otherwise subject to University policy.

2. The University shall allocate space for Union bulletin boards to be provided by the Union for posting official Union or Local Union notices. The size and locations for which Union bulletin boards may be allocated shall be by mutual agreement of the parties.

3. A Local Union Representative will be responsible for maintaining the Union boards. Material posted on these boards which are found to be inflammatory, derogatory, or disruptive will be removed at the request of the University.

4. The Local Union will be provided with dates, times, and places of the UNM new employee orientation when bargaining unit employees are scheduled to be present. The Local Union will also be provided with the names, position title, departments, **date of hire, wage, cellular, home, and work telephone, home address or personal mailing address, and personal and work email within ten days from the date of hire** on the centrally located human resources information system. Any issues regarding the information being provided can be addressed in the Labor Management Committee Meeting. The Union Representative may speak to the new during the new employee(s)' **paid orientation for up to 30 minutes. If the Union is not available for the formal orientation or if there is no in-person orientation, the Union can meet with the new employee individually for up to 30 minutes on paid time. Arrangements should be made with the supervisor or manager ahead of time.**

ARTICLE 25 PAYROLL DEDUCTION - CHECK-OFF AND EMPLOYEE LISTS

1. It is agreed that upon receipt of a properly and voluntarily executed authorization form signed by an eligible employee, the University will deduct from the employee's biweekly wage the amount of dues certified by the Secretary-Treasurer of the Union. Such dues deductions shall be uniform for all Union members who elect to participate in dues deduction. The percentage of dues taken out per each employee may not be changed more than once a year.

If the employer receives an authorization form from the employee without the Union's stamp, the employee will be required to provide the deduction form to the Union. The Union will stamp and forward any deduction forms to the University Payroll Department for Processing.

2. These dues shall be transmitted monthly to the Secretary-Treasurer of the Union along with a list of all eligible employees in the bargaining unit, their work location, and noting the individual amounts deducted and transmitted.

2.1 The Local Union will receive a list of bargaining unit employees on a monthly basis that lists the employees' department, organization code, position title, grade, hourly rate, probation end date, supervisor name, dues status, email (both work and personal), date of hire, work phone, home phone and cell phone, and home address on the centrally located human resources information system. Employees will be informed to update contact information in myunm.edu at least annually. Any issues

regarding the information being provided can be addressed in the Labor Management Committee Meeting. Union emails may be disseminated or read during lunch or rest periods. Union emails to bargaining unit staff will be disseminated from a non-UNM email address.

- 22 A list of separations from the bargaining unit will also be submitted to the Local Union on a monthly basis.
3. All authorizations for deduction mentioned in this Article shall continue until one of the following occurs:
 - 3.1 employees may revoke their Union dues deductions during the last 10 calendar days of March; a copy of such revocation request must contain the employee's signature. It is the employee's responsibility to submit the original to the Union. The Union will sign the document and have the employee submit the request to the Payroll Office. The revocation shall be effective on the next full pay period but no more than 30 calendar days from the submission of the form to the Payroll Office
 - 3.2 that employee is transferred into a non-CWA bargaining unit position; or
 - 3.3 that employee has been terminated or otherwise separates from employment.

It is understood that the University assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the lists and deductions to the Secretary-Treasurer of the Union. The Union, its membership, and individual members of the bargaining unit agree to hold the University safe and harmless of any legal action concerning the deduction of Union dues or failure to deduct Union dues.

The deduction form used shall be a facsimile of the language found in Appendix C.1 of this Agreement. The Employer will also honor electronic dues deduction forms.

4. COPE (Committee on Political Education) Deductions-The University shall honor separate additional voluntary deduction authorizations for the Union's Political Action Committee (CWA-COPE). The standard form to be used following the execution of this Agreement shall be attached as Appendix C.2 to this Agreement.
 - 4.1 UNM will remit the authorized amount upon a properly executed written authorization on the approved form. Such authorization must be submitted 10 days prior to the beginning of the pay period for which the action is to become effective. If the employee does not receive pay sufficient to support a deduction in any pay period, UNM will not be required to retroactively deduct in any subsequent pay period.

It is specifically understood and agreed that UNM assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and CWA agrees that it

will indemnify and hold UNM harmless for any claims, judgments, actions, or proceedings made or brought by any employee covered under the CWA Bargaining Agreement arising from deductions made by UNM pursuant to this Article or the expenditure of such funds by CWA. After deductions are remitted to the Union, the disposition thereof shall be the sole and exclusive obligation and responsibility of CWA. It is further understood and agreed that UNM's performance under this Agreement is not an endorsement of any expenditure on the part of CWA.

Employees may revoke the COPE deduction at any time. Such revocation must contain the employee's signature. It is the employee's responsibility to submit the original to the Union. The Union will sign the document and have the employee submit the request to the Payroll Office.

- 42 An employee shall specify the amount, if any, of additional authorizations for the CWA- COPE program.
- 43 All funds collected and distributed to the Union as dues deductions shall not be commingled with any funds collected and distributed to the Union as CWA-COPE deductions.

5. Requests for Changes to Deduction Structure

- 5.1 Requests for changes to the Union dues deductions structure may only be made on or before February 15 of each year that the Union elects to make such changes. (The term "requests for changes to the Union dues deductions structure" is defined exclusively as requests made by the Union for changes to the salary level threshold applicable to different dues deductions amounts and/or changes to the amounts to be deducted from dues paying bargaining unit members' salary earned as active employees of the University.)
- 5.2 Requests for changes to the Union dues deductions structure must be emailed to the Employee Relations Representative (Director, Employee Relations) to begin the process, with a copy to Payroll (pay@unm.edu) for information purposes only.
- 5.3 In order to be considered a timely response, all information necessary for processing must be received by February 15 of the year that the Union elects to make such changes. At the time of the requested change, the notification must include the new rate and if applicable, the rate for each salary category. The notification must also include the requested effective date. The University will provide the Union with a form that captures this information.
- 5.4 All requests for changes to Union dues deductions structure made after February 15 of each year will be deemed void, and the Union will have waived its right to make requests for changes to the Union dues deductions structure until February 15 of the following year.
- 5.5 The University will endeavor in good faith to process and execute timely requests

for changes to the Union dues deductions structure effective the first pay period following the expiration of 45 days from February 5 in years in which the Union submits a timely request. The 45 day processing period may be extended if unforeseen circumstances arise.

- 5.6 The University will endeavor in good faith to process and execute all requests for changes to Union dues deductions structure effective the first pay period following the processing period described in Section 5.5, directly above, unless such pay period is the third pay period of any calendar month. In the case that such pay period is the third pay period of any calendar month, the University will endeavor in good faith to make such requests effective the first pay period of the following calendar month that the requests for changes to Union dues deductions would otherwise have been made effective under Sections 5.4 and 5.5 directly above.

ARTICLE 26 MATTERS NOT COVERED ELSEWHERE

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands, give proposals, and clarify issues with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of opportunities. Therefore, the University and the Union, for the life of this agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or not specifically a provision of this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
2. The parties may, by written mutual Agreement, enter into written memoranda of understanding regarding specific issues or provisions not covered in this Agreement.
3. This Agreement represents the sole and exclusive agreement between the University and the Union with respect to any and all wages, and terms and conditions of employment for members of the bargaining units. There are no other agreements between the parties.
4. The University will designate a UNM Representative to verbally translate informal coachings and counselings into Spanish at the request of the employee.

The University and CWA agree to convene a committee consisting of three (3) members per party to discuss other work related items to be communicated in Spanish either verbally or in writing. The assigned Union Representatives will be paid the time spent in this meeting. The Committee will meet once per quarter for up to one-and-a-half hours per session from July 1, 2016 through June 30, 2017. The Committee may provide recommendations in writing regarding these items.

ARTICLE 27 RESPONSIBLE UNIVERSITY - UNION RELATIONSHIP

1. The Union and the University will continue to work toward a professional labor-management relationship characterized by mutual responsibility and respect, consistent with the interest of the educational, research, and public service mission of the University.
2. Each party shall bring to the attention of employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and to respect the measures they have agreed upon to ensure adherence to this purpose.
3. The Union recognizes and agrees that high standards of workmanship, efficiency, work quality, and productivity are in the mutual best interests of both the University and the Union.

ARTICLE 28 LABOR-MANAGEMENT COMMITTEE

1. In the interest of fostering sound labor relations and a cooperative approach to resolving problems, CWA and UNM shall form a Labor-Management Committee made up of 4-6 bargaining unit employees representing the Union (this number may include a representative of the local union) and 4-6 Management employees. Additional subject matter experts may be allowed to attend based on the agenda. No more than 4 bargaining unit employees will be released from work with pay at a time. The Labor-Management Committee shall meet to discuss and address issues of concern to either side, including but not limited to any problems arising from the execution or interpretation of this Agreement and safety and health issues.
2. Meetings shall be held if requested by either one of the parties up to regular intervals of every other month. Additional meetings may be called if deemed necessary and agreed upon by the co-chairs. The Employee Relations representative or designee will serve as the management co-chair. The V.P., who is a member of the bargaining unit, or a representative from the Local will be the Union co-chair. The meeting date and times for the next meeting will be coordinated at the prior meeting. Meetings shall be scheduled for up to ninety (90) minutes. The Committee shall exchange agenda items at least seven (7) days in advance of the meeting. The co-chairs will be responsible for setting the agenda. If neither party proposes any agenda items, the meeting will be cancelled.
3. It is understood that appeals of grievances of individual employees shall not be the subject of these meetings. The Labor-Management Committee shall not have the power to alter, amend, add to, or detract from the provisions of this Agreement.

ARTICLE 29 PAYROLL FILES

1. All materials placed in an employee's payroll files shall be available to the employee for inspection. Any employee requesting to examine their payroll file may do so by providing at least twenty-four (24) hours advance written notice. Review of an employee's payroll file shall occur during normal business hours of the Payroll Department. The employee will review his/her file in the presence of a Payroll Department Employee. Proof of identity will be required. A copy of a document in the file may be provided.
2. Upon the express written authorization of the employee, an authorized Union or Local Union Representative may review all information in the employee's payroll record by providing at

least twenty-four (24) hours advance written notice. Review of an employee's payroll file shall occur during normal business hours of the Payroll Department. The Union Representative will review the employee's file in the presence of a Payroll Department Employee. Proof of identity will be required. A copy of a document in the file may be provided at an additional cost. Such cost will not be in excess of the charge for documents normally covered under the Inspection of Public Records Act. If multiple pages are requested, the copies will be provided within four (4) business days.

ARTICLE 30 FACT-FINDING AND INVESTIGATIONS

1. A bargaining unit employee who is being interviewed as part of a fact-finding or investigatory process will be notified that if the employee has a reasonable belief that the fact-finding or investigation will result in a disciplinary action against him or her, the employee may request the meeting be stopped so that he/she can obtain a Local representative to be in attendance. The employee will be given three (3) business days to arrange for a Union representative to attend the meeting. The inability of the employee to obtain a Union representative within three (3) business days will not delay the occurrence of the investigatory meeting beyond the three (3) business days. The Union representative will not interfere with the investigation nor bargain over the outcome, but may ask for clarification and caucus with the employee.
2. The Union may notify Human Resources of a situation where a department or investigatory unit did not advise the employee of their rights to representation. In this case, Human Resources will coach the departmental representative on the process.
3. Departmental fact-finding will occur within ten (10) business days of awareness of an alleged situation occurring unless mitigating circumstances requires a longer time period. Formal investigations from investigatory offices may take longer than ten (10) business days to begin the investigation. However, those offices will advise bargaining unit employees of their representation rights. Investigations by faculty offices are not covered under this article.
4. If recorded, the bargaining unit employee may request a copy of the verbatim recording of their interview.

ARTICLE 31 TERM OF AGREEMENT

1. Upon ratification by the parties, and signature of the Vice-President of Human Resources, this Agreement shall become effective and shall continue in effect through June 30, 2022, subject, however, to the other provisions of this Article.

Either party may reopen negotiations on two articles plus the issue of annual increases annually provided written notice of the desire to reopen is served upon the opposing party no later than March 15, of each intervening year the contract is in effect.

2. This Agreement will expire on June 30, 2022, unless either party serves the written notice above specifying its desire to negotiate a successor Agreement.

THE UNIVERSITY OF NEW MEXICO

By: Dorothy Anderson, VP
Human Resources

Date

COMMUNICATIONS WORKERS OF AMERICA



9/10/2020

By: Robin Gould
CWA Staff Representative

Date

Donald Alire, President, Local 7076
Eric Bodwell, Agency Vice President

APPENDIX A
Maintenance & Operations Position Titles
(Subject to change via MOU between UNM and CWA)

GRADE 3

Courier
Driver/Van
Food Service Worker
Mover
Recycling Tech
Roofer
Sports Equipment Attendant
Turf Tech
Ticket Sales Clerk

GRADE 4

Baker
Cook
Painter 1
Sr. Sports Equip Attendant

GRADE 5

Auto Tech Helper
Custodian
Food Svc Site Operator
Gardener
Greenskeeper
Lead Mover
Lead Roofer
Senior Baker
Senior Cook
Trades Tech Helper
Campus Svcs Asst/Branch

GRADE 6

Irrigation Tech
Lead Greenskeeper
Metals Tech 1
Painter 2
Sign Tech

GRADE 7

Arborist
Bus Driver
Coordinator, Custodial
Services

Facilities Service Tech
Finish Carpentry Struct Tech
Golf/Field/Grounds Equip Tech
Light Equipment Operator
Master Gardener
Metals Tech 2/Sheet Metal
Shop Tech
Structural Tech 1
Taos Campus Services Associate

GRADE 8

Automotive Tech
Electrician 1
Heavy Equipment Operator
HVAC Tech 1
Lead Equipment Operator
Lead Facilities Service Tech
Master Painter
Metals Tech 2/Welding
Plumber 1
Structural Tech 2
Senior Irrigation Tech
Utility Plant Tech (Pre-Certified)

GRADE 9

Master Metals Tech
Master Structural Tech
Campus Svcs Assoc. Sr/Branch
Utilities Maintenance 1
Utility Plant Tech 1

GRADE 10

Certified Auto Tech
Electrician 2
HVAC Tech 2
Plumber 2
Utility Plant Tech 2
Utility Plant Mechanic 2

GRADE 11

Master Cert Auto Tech
Master Electrician
Master HVAC Tech
Master Plumber
Master Utilities Maintenance Mechanic
Master Utility Plant Tech

APPENDIX B
Clerical/Technical Position Titles
(Subject to change via MOU between UNM and CWA)

GRADE 3

Data Entry Operator 1
Nutrition Tech
Office Assistant
Postal Clerk
Telephone Operator

GRADE 4

Nursing Asst (Non-Certified)
Cashier
Customer Service Associate
Library Aide
Med Records Clerk
Reprographic Tech
Security Guards

GRADE 5

Accounts Payable Clerk
Accounts Receivable Clerk
Admin Assistant 1
Data Entry Operator 2
Decontam/Sterilization Tech
Lab Animal Tech
Lead Cashier
Receiving Clerk
Medical Billing Clerk
Parking Equipment Tech
Parking Officer
Postal Tech
Property Control Tech
Senior Audio Visual Tech
Senior Med Records Clerk
Supply/Stock Clerk

GRADE 6

Admissions Rep/Customer Svcs
TV Traffic Tech
Admission Rep/Data Entry
Clinical Assistant
Data Entry Operator 3
Instructional Assistant
Inventory Control Clerk
Med Claim Rep
Nursing Technician
Senior Decontam/Sterilization Tech
Student Records Clerk
Lead Parking Officer
Campus Security Officer

GRADE 7

Accounting Clerk
Coord, Records Management
Police Dispatcher (pre-certified)
Senior Lab Animal Tech
Senior Student Records Clerk
Prodn Publishing Systems Tech
Shop Tech

GRADE 8

Police Dispatcher (certified)
Med. Transcription Editor

GRADE 9

LPN
Sr. Med. Transcription Editor

Grade 10

Hospital Cancer Med Abstr
Central Registry Med Abstr

APPENDIX C.1

AUTHORIZATION FOR DEDUCTION OF UNION DUES
COMMUNICATIONS WORKERS OF AMERICA



I hereby authorize the UNIVERSITY OF NEW MEXICO to deduct from the compensation due me on the last two (2) pay periods of each month regular UNION dues in the amount certified to the UNIVERSITY OF NEW MEXICO in writing by the Secretary-Treasurer of the COMMUNICATIONS WORKERS OF AMERICA and to transmit this amount monthly to the Secretary-Treasurer of the COMMUNICATIONS WORKERS OF AMERICA.

It is understood that such deductions shall be made in accordance with the existing applicable provisions of the Agreement negotiated between the University and the Union. It is also understood that I may cancel such deductions, by providing written, signed notice during the month of March to take effect on April 1.

It is also understood that the UNIVERSITY OF NEW MEXICO assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding the amount deducted to the Secretary-Treasurer of the COMMUNICATIONS WORKERS OF AMERICA. The UNION, its membership and the individual members of the bargaining unit agree to hold the UNIVERSITY OF NEW MEXICO safe and harmless for any legal action concerning the deducting of UNION dues or failure to deduct UNION dues.

(Last Name)	(First Name and Initial)	Employee Number
Work Location	(Signature of Employee Authorizing Deduction)	(Date)

MEMBERSHIP APPLICATION

COMMUNICATIONS WORKERS OF AMERICA

Yes, I want Communications Workers of America to be my collective bargaining representative, and I accept membership in the Union. I authorize you to deduct Union dues from my pay and send them to CWA.

Signature _____ Effective _____ 20__

Name (first) _____ (last) _____ (MI) _____ Dept. _____

Work Location _____ Shift _____ Position Title _____

Employee Number _____ Work Phone _____

Home Address _____ Home Phone _____

City _____ State _____ Zip _____ Cell Phone _____

Home Email _____ Work Email _____

CWA 7076, Building 1000, Ste. 1001
460 St. Michael's Drive
Santa Fe, NM 87505
505-955-8534

www.cwa7076.org



AUTORIZACIÓN PARA LA DEDUCCIÓN DE CUOTAS DE UNIÓN
Communications Workers of America

Por la presente autorizo a la UNIVERSIDAD DE NUEVO MÉXICO a deducir de la indemnización por mí en los últimos dos (2) periodos de pago de cada cuota UNIÓN regulares mes en la cantidad certificada de la UNIVERSIDAD DE NUEVO MEXICO por escrito por el Secretario-Tesorero de la COMUNICACIONES TRABAJADORES DE AMERICA y transmitir esta cantidad mensual al Secretario-Tesorero de la COMUNICACIONES TRABAJADORES DE AMERICA.

Se entiende que las deducciones se harán de conformidad con las disposiciones vigentes aplicables del Acuerdo negociado entre la Universidad y la Unión. También se entiende que puedo cancelar dichas deducciones, al proporcionar por escrito, firmado previo aviso durante el mes de marzo y entrará en vigor el 1 de abril.

También se entiende que la UNIVERSIDAD DE NUEVO MEXICO asume ninguna otra responsabilidad en relación con esta deducción autorizada, excepto para actuar como agente de remitente en el envío de la cantidad deducida al Secretario-Tesorero de la COMUNICACIONES TRABAJADORES DE AMERICA. La Unión, sus miembros y los miembros individuales de la unidad de negociación de acuerdo en mantener la UNIVERSIDAD DE NUEVO MEXICO seguro e inofensivo para cualquier acción legal sobre la deducción de las cuotas sindicales o no retención de cuotas sindicales.

(Nombre Apellido) (Nombre y Inicial) Número de empleado

Lugar de trabajo (Firma del empleado que autoriza deducción) (Fecha)

MEMBERSHIP APPLICATION

COMMUNICATIONS WORKERS OF AMERICA

Sí, quiero Communications Workers of America para ser mi representante de la negociación colectiva, y aceptar la adhesión a la Unión. Yo autorizo a usted a deducir las cuotas sindicales de mi pago y enviarlos a CWA.

Firma _____ Fecha efectivo _____ 20 ____

Nombre (primer) _____ (apellido) _____ (MI) _____ Departamento _____

Lugar de trabajo _____ título de trabajo _____

Número de identificación del empleado _____ teléfono del trabajo _____

Domicilio _____ teléfono _____

Municipalidad _____ Estado _____ código postal _____

Teléfono celular _____ Portada Email _____

Trabajo Email _____

Enviar por correo a: CWA 7076, Building 1000, Ste. 1001
460 St. Michael's Drive
Santa Fe, NM 87505 www.cwa7076.org
505-955-8534

APPENDIX C.2
CWA COPE AUTHORIZATION FORM

PAYROLL NUMBER (IF REQUIRED)	SOCIAL SECURITY NUMBER	PRINT EMPLOYEE NAME
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%; background-color: #444; color: white; padding: 10px; text-align: center;"> <h2 style="margin: 0;">PAYROLL AUTHORIZATION CARD</h2> </div> <div style="width: 65%;"> <p>CWA-COPE POLITICAL CONTRIBUTIONS COMMITTEE</p> <p>I hereby authorize my employer to deduct from my wages the sum of \$ _____ each pay period and to remit such amount to the Communications Workers of America Committee on Political Education Political Contributions Committee. ("CWA-COPE PCC")</p> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; background-color: #444; color: white; padding: 10px;"> <p>THIS AUTHORIZATION IS VOLUNTARILY MADE BASED ON MY SPECIFIC UNDERSTANDING THAT:</p> </div> <div style="width: 50%;"> <p>▶ The signing of this authorization card and the making of contributions to CWA COPE PCC are not conditions of membership in the union nor of employment with the Company and that I may refuse to do so without fear of reprisal.</p> </div> </div>		
<p style="font-size: x-small; margin: 0;">FOLD HERE ----- FOLD HERE</p> <p>▶ I am making a contribution to a joint fund-raising effort sponsored by CWA-COPE PCC and the AFL-CIO Committee on Political Education Political Contributions Committee ("AFL-CIO COPE PCC") and that CWA-COPE PCC and AFL-CIO COPE PCC will use my contributions for political purposes, including but not limited to, the making of contributions to or expenditures on behalf of candidates for federal, state, and local offices and addressing political issues of public importance.</p> <p>▶ Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation, and the name of employer of individuals whose contributions exceed \$200 in a calendar year.</p> <p>▶ Contributions or gifts to CWA-COPE PCC and AFL-CIO COPE PCC are not deductible as charitable contributions for federal income tax purposes.</p> <p>Check one: <input type="checkbox"/> New Enrollment <input type="checkbox"/> Change of Amount</p>		
EMPLOYEE SIGNATURE	DATE	LOCAL NUMBER
EMAIL ADDRESS	STREET ADDRESS	CITY STATE ZIP
NAME OF EMPLOYER		OCCUPATION
Authorized by the Communications Workers of America and the AFL-CIO on behalf of a joint fund-raising effort by CWA-COPE PCC and AFL-CIO COPE PCC.		

APPENDIX D
CUSTODIAL LEAD DIFFERENTIAL
Maintenance & Operations Unit

The University and the CWA Union agree that custodians assigned to lead positions as of July 4, 1988, shall have their current base pay, plus lead differential pay, considered as base pay should they be involuntarily returned to regular custodian status without proper cause.

APPENDIX E BUS DRIVER SCHEDULES

It is understood by the parties that Bus Drivers who signed a Memo of Understanding at time of hire regarding the annual number of months of employment will be given an opportunity to sign an updated MOU effective July 1, 2015 to either maintain their current ten month schedule or move to a twelve month schedule. On an annual basis the Parking and Transportation Services Department will assess business needs and will attempt to accommodate the number of individuals who selected to remain on the ten month schedule, if possible. If based on business need the department is unable to provide all of the individuals who selected the ten month schedule, the seniority system will be used to select those individuals who will work the abbreviated schedule.

APPENDIX F
Police Dispatcher and Campus Security Officer Compensatory Time

Trainer Assignment

Police Dispatchers and Campus Security Officers with special expertise, as identified by the Dispatch Supervisor or above, will be assigned as a Trainer. These employees will receive 1.25 hours of compensatory time at a straight time rate per day for a 10-hour schedule and 1 hour of compensatory time at straight time per day for an 8-hour schedule spent conducting such training.

Holiday Pay

See Article 11. Holiday Pay for compensatory time for holiday time for Police Dispatchers and Campus Security Officers.

Compensatory Time Accruals for Police Dispatchers

Compensatory time for Police Dispatchers will be the same as the provisions outlined in Article 8, Overtime, with the exception that the maximum accrual of the compensatory time off for Police Dispatchers will be no more than 240 hours. All hours over 240 shall be paid at the employee's regular hourly rate.

APPENDIX G

COMPENSATION UNM Staff Salary Structure

	MINIMUM		1 ST QUARTILE		2 ND QUARTILE		3 RD QUARTILE		MAXIMUM	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
2	9.00	18,720.00	10.24	21,299.20	11.48	23,878.40	13.77	28,641.60	16.07	33,425.60
3	9.00	18,720.00	10.53	21,902.40	12.05	25,064.00	14.46	30,076.80	16.87	35,089.60
4	9.04	18,798.29	10.85	22,568.00	12.65	26,312.00	15.18	31,574.40	17.71	36,836.80
5	9.49	19,738.21	11.39	23,691.20	13.29	27,643.20	15.94	33,155.20	18.60	38,688.00
6	9.96	20,725.71	11.96	24,876.80	13.95	29,016.00	16.74	34,819.20	19.53	40,622.40
7	10.59	22,017.59	12.97	26,977.60	15.35	31,928.00	18.80	39,104.00	22.26	46,300.80
8	11.64	24,219.35	14.26	29,660.80	16.88	35,110.40	20.68	43,014.40	24.48	50,918.40
9	12.81	26,641.28	15.69	32,635.20	18.57	38,625.60	22.75	47,320.00	26.93	56,014.40
10	14.09	29,305.41	17.26	35,900.80	20.43	42,494.40	25.03	52,062.40	29.62	61,609.60
11	15.50	32,235.95	18.99	39,499.20	22.47	46,737.60	27.53	57,262.40	32.58	67,766.40

FOR INFORMATION, CONTACT:

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Department of Human Resources
1700 Lomas Blvd NE
MSC01 1224
1 University of New Mexico
Albuquerque, New Mexico 87131-0001
Telephone (505) 277-4993

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Document available at <http://hr.unm.edu/> or www.sea-cwa.org

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