

**LABOR/MANAGEMENT AGREEMENT**

**BETWEEN**

**UNITED STAFF-UNM, LOCAL 6155**

**AND**

**THE UNIVERSITY OF NEW MEXICO**

**EFFECTIVE AUGUST 10, 2017 THROUGH JUNE 30, 2020**  
**With FY2020 Amendments**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>
	Preamble and Agreement
1.	Agreement Controls
2.	Recognition
3.	Non Discrimination and Harassment
4.	Management Rights, Non-Compulsory Membership, No Strike and Agreement Subject To Available Funds
5.	Employee and Union Rights and Responsibilities Access to University Employees Excused Absence For Union Duties Payroll Deduction-Check Off Union Postings Meeting Rooms/Space
6.	Seniority
7.	Probationary Employee
8.	Payroll Files
9.	Personnel Files
10.	Employee Privacy
11.	Workday, Workweek, and Work Schedules
12.	Wage and Salary Administration
13.	Separation From Employment
14.	Unemployment Compensation
15.	Retirement
16.	Insurance
17.	Miscellaneous Privileges
18.	Health and Safety
19.	Disciplinary Action
20.	Acknowledgement of Receipt of Document
21.	Grievance Procedure
22.	Arbitration
23.	Labor/Management Committee
24.	Negotiating Procedure
25.	Political Activity
26.	Career Development
27.	Employee Recognition, Awards, and Rewards
28.	Employee Assistance
29.	Publication and Distribution of Agreement
30.	Background Check
31.	Holidays
32.	Annual Leave
33.	Sick Leave
34.	Contracting of Work
35.	Staffing and Workload Standards
36.	Performance Review
37.	Education and Training

38.	FMLA
39.	Inclement Weather
40.	Complete Agreement
41.	Death in Family/Bereavement
42.	Loss of Property
43.	Duration of Agreement
44.	Signatures
Appendix A-1.	Job Titles-Educational Support Unit
Appendix A-2	Job titles-UNM Office of the Medical Investigator (OMI)
Appendix B.	Pay Schedule
Appendix C.	Grievance Form
Appendix D.	Dues Deduction and Cope Authorization Form
Appendix E	MOU-Scheduling of Sr. Deputy Medical Investigators and Deputy Medical Investigators
Appendix F	MOU-OMI
Appendix G	MOU-Scheduling for Sr. Morphology Technicians and Morphology Technicians

## **PREAMBLE AND AGREEMENT**

It is the intent and purpose of the parties to this agreement to maintain a constructive and cooperative relationship, to promote and improve efficiency within the University of New Mexico (UNM), and to improve the well being of the employees in the bargaining unit. Both parties are committed to the creation and maintenance of a productive and harmonious environment.

This Agreement is effective July 1, 2014 by and between the University of New Mexico hereinafter referred to as “Management” and the United Staff - UNM, hereinafter referred to as the “Union” or US-UNM. The parties mutually agree as follows:

### **ARTICLE 1. AGREEMENT CONTROLS**

- A. The administration of all matters covered by this Agreement shall be governed by applicable constitutional provisions, Federal and State laws, and University of New Mexico Labor Management Relations Resolution adopted by the Board of Regents.
- B. Any provision of this Agreement found by a court of competent jurisdiction to be contrary to law will have the effect only to the extent permitted by law. Neither party relinquishes their legal rights. All other provisions of this Agreement will continue in full force and effect.
- C. This Agreement is entered into pursuant to the terms of the University of New Mexico Labor-Management Relations Resolution. Should there be any conflict between the terms of this Agreement and the terms of the University of New Mexico Labor-Management Relations Resolution, the Resolution shall control.
- D. Where there is a conflict between the provisions of this Agreement and any University of New Mexico policy, practice, procedure, custom, or directive, except as provided in paragraph C. above, the provisions of the Agreement will control. Where there is no conflict between the provisions of this Agreement and any University policy, practice, procedure, custom, or directive the latter will control.
- E. This Agreement is gender neutral. Wherever a personal pronoun appears it will be construed to include both females and males.

## ARTICLE 2. RECOGNITION

- A. Management recognizes US-UNM as the exclusive representative for regular full-time, regular part-time, and term, post-probationary and probationary employees, as agreed by the parties to not be in conflict with law or the Resolution adopted pursuant to the law, who normally perform work in the job titles listed in Appendix A.
1. US-UNM will be notified in writing at least ten (10) working days prior to changes in title, duties, qualification or pay grade, are made to bargaining unit job classifications.
  2. US-UNM will be notified in writing at least ten (10) working days prior to a classification being deleted from the bargaining unit.
  3. When the Division of Human Resources changes the title of an existing bargaining unit position without significant changes in the duties and responsibilities of the position, the new title will be added to Appendix A and the old title will be deleted.
  4. The Union will receive a monthly report of employees in the bargaining unit that have been promoted (including promotions through career ladders), reclassified, or transferred out of a bargaining unit title.
  5. The Employee Relations Representative will provide the Union with written notice when new non-exempt regular staff positions are added to the Position Class Description List. If the Position Class Description is being added due to a restructure that involves more than 5 existing employees in this position, the Union will be advised of the number of initial employees being considered for this change. The Union may review the list of position class descriptions listed on the UNM Division of Human Resources website at any time.
  6. The Union will provide the Employee Relations Representative with the written names of authorized Union representatives at the time of election or assignment. The Union will also advise the Employee Relations Representative in writing when an individual is no longer an authorized representative. The Union will additionally provide the Employee Relations Representative with a full written list of authorized representatives between January 1<sup>st</sup> and January 30<sup>th</sup> of each year in order to verify accuracy of the list. Any individual who attends a grievance meeting or a meeting where discipline is being imposed on another employee and is not listed as an authorized representative will not be allowed to attend the meeting and the meeting will proceed with the employee.

- B. A regular full time employee is hired for an indefinite period of time and is normally scheduled to work forty hours per week.
- C. A regular part time employee is hired for an indefinite period of time and is scheduled to work twenty (20) hours or more but less than forty hours per week.
- D. Term appointment may be full-time or part-time designated to run for a definite period of time with a designated end date. The normal period designated for a term position is from six (6) months to less than three (3) years.
- E. Employees Holding Multiple Positions
  - 1. An employee holding two (2) regular part-time positions, totaling forty (40) hours of work per week is considered a regular full-time employee.
  - 2. An employee holding two (2) part-time positions regularly hired to work twenty (20) hours or more but less than forty (40) hours per week is considered a regular part-time employee.
- F. The Union's right and duty to represent bargaining unit employees shall exist regardless of union membership or non-membership.

**ARTICLE 3. NON DISCRIMINATION AND HARASSMENT**

- A. Non Discrimination. The provisions of this Agreement will be applied by both parties without discrimination as to age, ancestry, color, disability whether mental or physical, national origin, race, religion, sex, sexual orientation, union or non-union membership, veteran status, or as a result of an employee's status as a union officer, steward or other representative.
- B. Sexual Harassment. Sexual harassment issues will be handled in accordance with the University Business Policy and Procedures Manual Policy 3780. Management will provide sexual harassment training and will schedule such training during normal business hours of the University. All employees are eligible to attend, subject to class load limits and operational needs.
- C. The parties agree to work cooperatively to eliminate any form of workplace harassment, whether union or management related.

**ARTICLE 4. MANAGEMENT RIGHTS, NON-COMPULSORY MEMBERSHIP, NO STRIKE, AND AGREEMENT SUBJECT TO AVAILABLE FUNDS**

- A. Management shall retain the right in accordance with applicable Federal and State laws and Board of Regents policies: to determine the mission of the University and its constituent colleges, schools, and departments; to set standards; to exercise control and discretion over the University organization and its operations; to direct employees of the University; to hire, promote, transfer, assign, and retain

employees in positions within the University; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to maintain the efficiency of the operations entrusted to the administration; to determine the methods, means, and personnel by which such University operations are to be conducted; and to take actions necessary to carry out the functions and mission of the University to maintain uninterrupted service to its students, faculty, and staff in situations of emergency. Management shall retain all other rights not expressly abridged by this Agreement.

- B. There shall be no union shop, agency shop, or compulsory unionism clause.
- C. There shall be no right to strike, slowdown, or carry on any other concerted interruption of operations of the University, and any employee who engages in any such activity shall have provided just cause for disciplinary action, including possible dismissal.
- D. All wage and other benefit agreements are subject to necessary funds being made available by the New Mexico State Legislature and other sources.

## **ARTICLE 5. EMPLOYEE AND UNION RIGHTS AND RESPONSIBILITIES**

### **A. ACCESS TO UNIVERSITY EMPLOYEES**

- 1. Union Officials and/or Representatives, including local, state, and/or international officials/representatives, who are either employed or not employed by the University:
  - a. Have the exclusive right to represent the Union and bargaining unit employee's interests at discussions between Management and employees concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.
  - b. Have reasonable access to the bargaining unit employees to explain US-UNM membership, services and programs, employees' rights, and US-UNM positions under mutually developed arrangements with department heads. Any such arrangements shall ensure that such access shall not occur during the employee's work hours nor in the employee's immediate work area. It is recognized that local union representatives have the right to meet with employees during break and lunch periods in areas open to the public.
  - c. US-UNM will provide, in writing, to the Employee Relations Representative, the names of Representatives that should be allowed

access to University employees pursuant to subsection Article A.1.a. and A.1.b., above, after making prior arrangement with the employee's department. In the event Management or the Union believes an abuse of this Article has occurred, it shall be brought to the attention of the other party by contacting the Union President or the Employee Relations Representative. The parties will discuss mutually agreeable solutions to the issues raised in a Labor Management Committee meeting. The Committee meeting will not prohibit Management and/or the Union from taking immediate action. If Management determines that a US-UNM official or representative has abused his/her privileges under this Article or has violated any other provision of this Agreement, and the issue is not resolved at the Labor-Management meeting, that particular official or representative's rights to visit the departments may be revoked by Management.

#### B. UNION DISSEMINATION OF INFORMATION AND RESOLUTION PROCESS

US-UNM will use existing public bulletin board posting areas for posting union notices in the same manner and under the same terms and conditions for other public postings or may coordinate the hanging of their own boards with the approval of University management. US-UNM may also utilize the University's email system to inform bargaining unit employees of union meetings, for official US-UNM business announcements, or to inform the employees that they can email any questions or comments to [unitedstaffunm@gmail.com](mailto:unitedstaffunm@gmail.com). The Union may also attach the contract and membership form. US-UNM emails shall be disseminated from non-University computers and non-University email addresses. Email postings shall not be disseminated or reviewed during working time. Postings on UNM property including email communications sent to UNM email addresses, are not permitted that are inflammatory or derogatory towards the University or any University employee or official. In the event Management or the Union believes a violation of this Article has occurred it shall be brought to the attention of the Union President and the Employee Relations Representative. The parties will schedule a meeting of the Labor Management Committee to resolve the issue. The Union will cease the alleged violation, once notified, for a minimum of ten (10) working days or until a meeting can be held to resolve the issue, if later. If the issue is not resolved, the University may file a grievance in accordance with Article 21, Grievance Procedure. Management has the right to revoke or suspend rights to use of bulletin boards and future dissemination of University email addresses and personal mailing addresses but such action will not be done arbitrarily.

The Union agrees that if requested by the bargaining unit employee to cease mailing material to his/her UNM email or personal mailing address that the



Union will discontinue this practice with that employee. All US-UNM email postings will contain a message allowing a recipient to request not to receive further emails or materials by contacting the Union directly. A request to discontinue the mailings will be fulfilled prior to the next email communication.

#### C. INFORMATION PROVIDED BY THE UNIVERSITY

1. The University will provide new hire bargaining Unit employees a document with a listing of US-UNM bargaining unit positions in new employee orientation packets, which will also include contact information for US-UNM.
2. The University will provide US-UNM a monthly document listing of all bargaining unit employees in alphabetical order, job titles, hire dates, grades, hourly rates, appointment percentages, Timesheet Organizations, supervisor's names, UNM email addresses, probation dates, and notation of whether the employee is on leave, and if separated, the report will also include the date of separation.

Management will also provide a listing of all personal mailing addresses of US-UNM bargaining unit employees to the Union with the monthly report listed in section 2, above for the purpose of providing bargaining unit members a copy of the Agreement, membership information, and information on Union meetings, via mail.

The union will receive a monthly report of employees in the bargaining unit, that have been promoted (including promotions through career ladders), reclassified, or transferred out of a bargaining unit title.

3. See Section B for information regarding the Union's responsibilities regarding dissemination of information.

#### D. EXCUSED ABSENCE FOR UNION DUTIES

1. Union representatives may be excused from their University duties without pay or on approved annual leave during what would be their normal work hours to carry on official union business, or to attend union meetings and conferences, upon written approval of the immediate supervisor. Requests shall be made in writing to the immediate supervisor with a copy to the Employee Relations Representative.
2. Upon written approval from their supervisors, local Union representatives may be excused from their assigned University duties without pay or on approved annual leave during what would be their normal work hours to:
  - a. Represent employees in meetings regarding a filed grievance with Management when the meetings are held during the working hours

of such local union representatives or during investigatory interviews which the employee reasonably believes may result in disciplinary action against him/her when requested by the employee. Only one local union representative may be excused for any one (1) grievance meeting. A meeting will be rescheduled if the employee requests a Union representative and the representative is unavailable. The unavailability of a Union representative shall not delay a meeting more than seventy-two (72) working hours.

- b. Confer with involved Management officials regarding specific grievances, or meetings where management will be considering disciplinary action.
- c. Confer with involved Management officials regarding issues or actions, which affect bargaining unit employees.
- d. Represent a bargaining unit employee when responding to a notice of proposed disciplinary action, a grievance, changes in personnel policies affecting the bargaining unit, or other matters affecting wages, hours, or working conditions of bargaining unit employees.
- e. Attend any Arbitration Hearings and/or Labor Management Board Meetings when US-UNM is a part of the agenda.
- f. To attend Board of Regents meetings.

If annual leave is used employees will not be given annual leave beyond the time they normally work.

#### E. PAID RELEASE TIME GUIDELINES

Local Union representatives will be excused with pay from their assigned University duties to confer with University officials or to assist Management regarding issues or actions which affect bargaining unit employees when the University Employee Relations Representative has made a written request to the Union that a particular local representative attend during work hours

Employees will not be compensated for any time beyond the normal work hours.

#### F. PAYROLL DEDUCTION – CHECK-OFF

1. Management will, upon receipt of a properly executed voluntary authorization form signed by an employee and the Union, deduct from the employee's biweekly wage the amount of membership dues certified in writing by the Secretary-Treasurer of the Union. Such membership dues deductions shall be no more than two (2) amounts for all Bargaining Unit Employees who elect to participate in membership dues deduction. US-UNM shall not include any penalties, assessments, or arrears payments.

2. These membership dues shall be transmitted monthly in an electronic format dependent upon Payroll capabilities to the Union along with a list of the employees in the bargaining unit for whom deductions were made.
3. Upon receipt of a properly executed Committee on Political Authorization Education (COPE) voluntary authorization form signed by a bargaining unit employee (Appendix D), Management will deduct from the employee's biweekly wage the amount of the deduction certified in writing by the Secretary-Treasurer of the Union. Such deductions shall not include any penalties, assessments, or arrears payments. Payments will be remitted in the same manner as B above. The COPE process will not begin until February of 2012.
4. Employees who desire to have membership dues deducted or cancelled may do so by submitting appropriate written notice that is signed and dated to the Union. These notices will be submitted to the Payroll Department by the Union as soon as possible. The Payroll Department will require the notice ten (10) days prior to the beginning of the pay period for which the action is to be effective.
5. Requests for Changes to Deduction Structure
  - a. 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 deduction structure" is defined exclusively as requests made by the Union for changes to the salary level threshold applicable to different dues deduction amount and/or changes to the amounts to be deducted from dues paying bargaining unit members' salary earned as active employees of the University.)
  - b. Requests to the Union dues deductions structure must be emailed to the Employee Representative (Director of Employee Relations) to begin the process, with a copy to Payroll [pay@unm.edu](mailto:pay@unm.edu) for informational purposes only.
  - c. 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 for each salary category and the requested effective date in compliance with Article 5, Section 5 – Requests for Changes to Deduction Structure. The University will provide the Union with a form that captures this information.
  - d. 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 deduction structure until February 15 of the following year.
  - e. 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 15 in years in which the Union submits a timely request. The 45 day processing period may be extended if unforeseen circumstances arise.

- f. 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 e, 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 d and e directly above.
  - g. Changes in the COPE deduction will be subject to the same terms listed in Sections 2 through 5 above.
- 6. It is understood that the University assumes no further responsibility in connection with this authorized deduction except to act as remitting agent in forwarding lists and deductions to US-UNM. 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.
  - 7. Management may not stop dues deductions for an employee who has been transferred, promoted, or whose job classification has changed without following the process in Sub Section 4 above.
  - 8. The deductions will pause during any payroll period during which unpaid leave results in no pay but will be reactivated when the employee returns to work unless USUNM has sent a cancellation in accordance with Section 4 above.

#### G. MEETING ROOMS/SPACE

Meeting rooms and space in buildings owned or leased by the University will be made available to the Union under the same rules, regulations, and conditions applicable to any other University-recognized organization.

#### H. NEW HIRE ORIENTATION

The Union may mail new hire packets/emails to staff with the information provided for in section B of this Article, Access to University employees.

## **ARTICLE 6. SENIORITY**

### **A. Definition and Use.**

1. Seniority is defined as an employee's length of continuous employment at the University. Seniority is computed from the date of employment in a regular position. Seniority includes authorized paid leave, leave without pay for up to thirty (30) days, and prior continuous service if reemployed within 120 days of separation or within six (6) months of layoff.
2. Seniority is used to determine the order of layoff, promotions and transfers when experience, ability, skill, documented performance, training, education, and other relevant qualifications are equal as determined by Management. Upon written request to the Employee Relations Representative, a bargaining unit employee who has been denied a promotion or transfer, will be provided a written explanation for the denial of promotion or transfer, including referencing any source documentation utilized.
3. Nothing in this Article shall be deemed to override qualifications of employees or other legitimate business reasons as the primary considerations in Article 6.A.2etc.

## **ARTICLE 7. PROBATIONARY EMPLOYEE**

An employee shall be considered probationary for the first six (6) months of continuous employment as a regular or term bargaining unit employee. Such probationary period shall be time worked exclusive of injury, leaves, or other unpaid status. Probationary periods may be extended with the advance approval of the V.P. of Human Resources, and the Union should be notified. During such probationary period an employee may, at the University's discretion, be released from employment, with or without cause, provided the supervisor has consulted with a Human Resources Representative before the probationary employee is separated from the University. However, such separations shall be subject only to Step One of the Grievance Procedure and the employee will be notified of such right in the termination letter and the right to Union representation. 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. A probationary employee is not eligible for promotion.

## **ARTICLE 8. PAYROLL FILES**

- A. All materials placed in an employee's payroll files shall be available to the employee for inspection. In addition, upon the express written authorization of the employee, an authorized Representative may review all information in the employee's payroll record. Employees and/or authorized representatives requesting to examine the employee's Payroll file may do so by providing twenty-four (24) hours advance, written notice to the payroll department. Review of an employee's payroll file shall

occur during normal business hours of the Payroll Department. Employee files will be reviewed only in the presence of a Payroll Department Employee. Proof of identity will be required. A copy of a document in the file will be provided if requested and a reasonable fee may be charged. Such fee may not exceed the per page fees Management charges for documents obtained under the Inspection of Public Records Act. If employees desire to review their payroll files during their work time, the employees must obtain approval to do so from their supervisor. If the Employee is requesting the Payroll file as part of a grievance, the Union, or the employee, if self-representing, may request a copy of the Payroll file from the Employee Relations Representative in accordance with Article 21, Grievance Procedure.

## **ARTICLE 9. PERSONNEL FILES**

- A. All pre-employment 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 either the employee or an authorized representative designated by the employee.
- B. All post-employment material placed in the employee's personnel file will be made available to the employee or authorized representative for inspection upon request as set forth in this Article. Management in the employee's reporting line and UNM hiring officials may view the employee's file. Other University officials/offices or organizations representing the University that have a business need to view the contents of the file may also have access. Any other person or entity will only be given access to the file in order to comply with legal requirements or law enforcement reasons with the exception that employees may authorize the release of information to other entities for reasons such as insurance purposes or for federal employment and security clearances etc. Such requests will be reviewed on a case-by-case basis depending on the entity making the request, the reason why, and whether or not the employee has signed an authorization for release of information. Standard employment verification is conducted by the Payroll Office. If an employee needs an employment verification, the employee should refer the entity directly to the Payroll Office.
- C. No anonymous information may be placed in an employee's personnel file. The employee shall sign and date any performance review document or disciplinary action which will be placed in the personnel file. The employee's signature on a disciplinary action or performance review merely acknowledges receipt. An employee may provide a response to a disciplinary action in accordance with Article 21, Grievance Procedure, or performance review in accordance with Article 36, Performance Review. If so, it must be filed and kept together in the personnel file with the original disciplinary action and/or performance review. If an employee feels that the reason for the discipline is unsubstantiated, false, or untrue, the employee may file a grievance as per Article 21, Grievance Procedure.
- D. Any employee, or an authorized representative who provides a written authorization form signed by the employee, requesting to examine the employee's personnel file may do so by providing at least twenty-four (24) hours advance written notice to

Human Resources. Review of an employee's personnel file shall occur during normal business hours of the Division of Human Resources. The employee and/or the authorized representative will review the file in the presence of a Division of Human Resources employee. Proof of identity will be required. The employee must obtain approval from his/her supervisor to do so during the employee's work hours.

1. The employee or authorized representative may review and be provided a copy of any information prior to its placement in her/his personnel file except information related to routine file maintenance. Employees shall sign Management's copy of the material acknowledging receipt.
2. The employee, or representative operating in the employee's behalf, will be provided a copy of any material in the employee's personnel file upon request. A reasonable fee may be charged for copies. Such fees may not exceed the per page fees Management charges for documents obtained under the Inspection of Public Records Act. If the reason for the request is in preparation for a grievance meeting, the Union (or the employee if self-representing) may request a copy through the Employee Relations Representative. In this case, the employee will not be charged for the copy if only one file request is made for each grievance.
3. Management will remove/amend discipline placed in an employee's file if proven to be false or untrue to the agreement of both parties via the Grievance Procedure, Article 21. If through the labor process or through other applicable legal venues a determination is made that a document must be removed from the personnel file or amended, or if the parties agree to an amendment or removal of a document in an effort to close a grievance, the department supervisor will be responsible for ensuring the removal or amendment of that document.
4. Since the purpose of discipline is to help employees correct problems, when an employee has corrected a problem and has received at least two (2) annual performance reviews of at least a "meets expectations," an employee may petition his or her dean or director to have a written warning removed from the employee's official personnel file. The Dean or Director would have to agree to the removal. If the employee's request is denied, the Dean or Director will provide the response in writing with the reason for denial. The employee's petition will be placed in the personnel file.
6. Official HR Investigation Reports and detailed medical information are not part of the personnel file.

## **ARTICLE 10. EMPLOYEE PRIVACY**

- A. When US-UNM Representatives or management have personal meetings or discussions with an employee regarding corrective disciplinary matters or needed

improvement in conduct or performance of work duties, such discussions will be held behind closed doors.

- B. To the extent possible, when an employee is being served with a warrant, subpoena, or other court documents, the employee's supervisor will attempt to have the employee served in a private setting.

## **ARTICLE 11. WORKDAY, WORKWEEK, AND WORK SCHEDULES**

### **A. Hours of Work**

#### **1. Workday**

The regular full-time work day for bargaining unit employees is normally eight (8), ten (10), or twelve (12) hours of work within a twenty-four (24) hour period. The workday for part-time employees will vary from that of full-time employees. Management will attempt not to schedule the next workday period without at least 8 hours between workday periods when possible. Employees who flex their hours in accordance with Section F of this article may have different work day schedules.

#### **2. Work Shift**

A work shift is defined as the normal work day with a prescribed starting and ending time as defined by the work area.

#### **3. Workweek**

The regular full-time work week for employees is normally forty (40) hours in a seven (7) day period and normally consists of consecutive work days. The regular work week does not normally exceed 40 hours per week on a consistent basis. The workweek for part-time employees varies dependent on the employee's appointment percentage. The University workweek begins at 12:01 a.m. Saturday and ends at midnight Friday. For employees on a work schedule that begin less than eight (8) hours before midnight on Friday and extends into Saturday, the workweek begins with the start of the Friday work schedule and extends to the same hour on the following Friday.

#### **4. Consecutive Hours**

The regular shift for each workday normally consists of consecutive hours except for interruptions for lunch periods. There will be no split shifts unless the employee and the supervisor mutually agree to a split shift.



5. Pay period

The regular pay period for full-time employees normally consists of eighty (80) hours of work time or leave and any overtime worked for the period.

6. Continuous rotating shift schedule

A continuous rotating shift schedule is one in which all shifts are rotated through a twenty-four (24) hours of a day on a regular, recurring basis.

7. Alternating Schedule

Schedules may include alternating shifts.

8. Scheduling of work time

Supervisors determine and arrange work schedules and shifts so the missions of the University and the department are accomplished. These schedules may be changed by the supervisor to meet the needs of the University at any time. Supervisors may also require employees to work additional hours as a condition of employment. The supervisor will take into consideration the employee's personal commitments and work-life balance and will attempt to give reasonable notice, when possible. It is recognized that advance notice is not always possible due to emergencies, injuries, sickness, and other absences, and employees may occasionally be required to work a different work shift without advance notice. If the schedule or shift change is a long-term change (greater than 2 pay periods), the employee will be given at least 2 weeks' notice of the change. Such assignment will be made within the department by classification and then in order of seniority. Employees may mutually agree to exchange days or hours of work or work shifts only with the permission of their supervisor. Employees may be assigned to any shift for specialized training and/or teaching.

Twenty-four (24) hour operations and or critical departments may choose to implement an alternative workday schedule.

B. Meal Breaks

1. Each workday of eight (8) or more hours should include either a one (1) hour or a half (1/2) hour unpaid meal break which is usually in the middle of the workday. Supervisors determine the scheduling and length of meal breaks to meet operational needs. Skeleton crews working during extended coverage hours might not be scheduled for a meal break. If an employee works during the lunch period, the employee will be paid for the time worked during the meal period as work time. The employee must contact his/her supervisor for approval to work during a particular meal period. The employer may require the employee to flex his or her time during a week in which this happens or may require the employee to work the rest of his/her normal workweek,

potentially resulting in overtime pay. The determination will be dependent on business need.

2. Meal breaks may not be scheduled at the beginning or end of the work period, nor may they be appended to a rest period.

### C. Rest Periods

1. Each workday should include one (1) fifteen-minute paid rest period for each four (4) hours worked in a workday for an eight (8) hour workday or five (5) hours worked for a ten (10) hour workday. If an employee is scheduled to work a 12 hour workday, the employee will be eligible for an additional 15 minute break at 10 hours based upon business needs.
2. Rest periods are scheduled by management approximately in the middle of each four-(4) or five (5) hour period depending on operational needs and the employee's scheduled workday.
3. Rest periods may not be scheduled at the beginning or the end of a work period or appended to a meal break or another rest period.
4. Rest periods are paid time provided by the University to the employee. As paid time, employees may not use rest periods for the purpose of making up absences or late arrival.
5. Employees may conduct limited personal business during their rest periods.

### D. Extended Coverage.

1. Employees working in operations that require extended coverage may be assigned a schedule other than the traditional work schedule. See A.8.of this Article.
2. The starting time, meal breaks, if applicable, and stopping times are adjusted to meet operational needs.

### E. Regular Part-time Schedules.

1. Regular part-time employees will have designated work schedules.
2. Regular part-time employees working less than five (5) hours in a day will normally not take a meal break, but will have one (1), fifteen (15) minute rest period if they work at least four (4) hours.
3. Regular part-time employees working five (5) or more hours in a workday will be scheduled one (1) fifteen (15) minute rest period for each four (4) hours worked.

4. Regular part-time employees working five (5) or more hours in a workday will be allowed to take one (1) meal break, but are not required to take a meal break, unless necessary to meet operational needs.

#### F. Flexible Schedules

1. When consistent with the operational needs of the University, employees may be permitted to work flexible work schedules for various reasons such as schooling or exercise classes subject to the advance written approval of the appropriate supervisor. Requests for flexible work schedules will be considered on an individual basis. If requested by the employee, the manager will provide the specific business rationale for denial for flextime in writing in five (5) working days from the request.
2. If a conflict arises in determining which employee will be granted a flexible work schedule, the employees' seniority and the operational needs of the Department will be taken into consideration.
3. When establishing flexible work hours, supervisors shall ensure compliance with the Fair Labor Standards Act.

### **ARTICLE 12. WAGE AND SALARY ADMINISTRATION**

#### A. Pay Schedule

1. Bargaining unit employees will not be paid at an hourly rate less than the minimum of their pay grade.
2. The hourly rates in the pay schedule apply to bargaining unit employees.
3. The University Pay Schedule for bargaining unit employees is attached as Appendix B. If the pay schedule is adjusted by Management during the term of this Agreement, the new pay schedule will replace the current pay schedule attached hereto as Appendix B and the Union will be advised prior to the change.
4. For FY20, USUNM bargaining unit staff shall receive a three (3)% MSU increase effective July 1, 2019 or the first full pay period following signature of the MOU, if later. Timing of the payment is dependent on the date the Agreement is ratified and signed. In order for staff to be eligible for the payment, the following criteria must have been met:
  - a. Employees must have been hired prior to January 1, 2019 and completed their probationary period, and
  - b. Employees must have received either a centrally recorded 2018 Performance Evaluation or if the individual was probationary at the time, must have received a centrally recorded Probationary Performance Evaluation by March 1, 2019. In this case, either the

2018 Performance Evaluation or the Probationary Performance Evaluation must have a successful rating listed on both the overall categories for job responsibilities and goals.

### **Exclusions**

Employees who have not received a 2018 performance evaluation by their management by March 1, 2019 will not be prohibited from receiving the three (3)% MSU increase.

Individuals who have received an unsuccessful on either of the overall categories for job responsibilities and goals will have until September 13, 2019 to show consistent improvement via a successfully rated mid-year performance evaluation, as noted above. If so, the increase will be processed effective the payroll period beginning October 26, 2019.

### **Mid-Year Base Pay Increase**

In addition, if a mid-year base pay increase is specifically appropriated in the non-regular session by the New Mexico Legislature as wages to be effective prior to the end of FY2020, then the bargaining unit members will be eligible for an increase in base pay according to same methodology that is adopted for non-bargaining unit staff.

### **MSU Exceptions/Out-of-Guidelines (OOG) Requests:**

Individuals meeting criteria a. and b. above may be eligible for up to an additional two (2)% increase above MSU, provided that the department has sufficient justification for the merit increase and has received approval by the respective EVP or SrVP for their area. The effective date for all MSU Exceptions/OOG increases will coincide with the MSU effective date. All MSU Exceptions/OOG increases are also contingent upon sufficient recurring funding being available. In addition, all guidelines set forth by a department's funding agency, if applicable, must be met. All merit increases are solely at the department's discretion.

## **B. Internal Equity.**

1. If a new bargaining unit employee is being hired into a department that has 1 (one) or more employees in the same bargaining unit job title, the new employee's starting regular hourly rate shall not exceed the current regular hourly rate of any employee in the department with the same job title who has the same or higher qualifications, including experience, ability, skill, performance, training, education, and other relevant qualifications. If a new employee's salary, which

has been determined to create such an inequity, the hiring officer must consult with the cognizant dean or director and the Division of Human Resources to determine if a salary adjustment for existing employees is appropriate. If the Union has concerns regarding a particular internal equity situation, they may bring it forth as an issue for discussion in the Labor Management Committee Meeting.

2. The hourly rate of pay of existing employees with the same or higher qualifications within the department in the same job title will be adjusted to prevent pay inequities. These increases must be approved, in advance, by the Division of Human Resources before the employee can be hired. Salaries of existing employees with comparable qualifications within the department in the same job title must be adjusted to prevent inequities.
- C. Promotion. When an employee is selected for a position at a higher grade, the employee's new pay is based on the employee's qualifications. The hiring officer will use the same pay criteria that would be used if he/she was hiring an applicant from outside the University.
- D. Movement to a lower grade: An employee may voluntarily elect to take a position at a lower grade level, within the same area without going through the competitive process, if available and approved by the dean or director in consultation with the Division of Human Resources. If so, the hiring officer will use the same pay criteria that would be used if he/she was hiring an applicant from outside the University. If the employee requests to involve his/her US-UNM Representative in discussions regarding movement to a lower grade, Management will meet with the employee and the US-UNM Representative.
- E. Transfer. A transfer is defined as a lateral move from 1 (one) job to another, or from 1 (one) geographical location to another, in the same or similar classification within the same job grade. A transfer does not necessarily involve a pay change.
- F. Shift Differential. A shift differential of five percent (5%) of the regular hourly rate will be paid to bargaining unit employees for a shift assignment when at least half of the regular work hours are between 4:30 p.m. and midnight. A shift differential of ten percent (10%) of the regular hourly rate will be paid to bargaining unit employees for a shift assignment when at least half of the regular work hours are between midnight and 8:00 a.m. Overtime compensation is calculated at the employee's regular rate of pay plus the shift differential. When a position that is eligible for shift differential becomes available, it will be posted and made available to the most senior employee within the classification within the department that requests to work the shift.
- G. Standby Pay. Standby pay is paid to nonexempt employees who during their regular time off are required to remain available (on call) to return to work and who meet the conditions for payment as required by the Fair Labor Standards Act. Employees who are not restricted to a specific location and are free to attend to personal matters are not compensated for time on standby status. Employees on standby status may be required, at the discretion of Management, to carry a pager, cell phone, or leave a

phone number where the employee can be contacted. The specific factors considered to determine if standby status is compensated are:

- Restrictions on the employee's location or activities requiring that the employee remain unimpaired and ready to work,
- Expected response time to return to work,
- Number of other employees available to be called, and
- Frequency and urgency of calls received.

If employees have to leave a phone number or carry a phone or pager but are free to leave the premises and attend to personal matters without restriction, they are not eligible for standby pay. Employees will be paid standby pay at a rate of \$2.50 (two dollars and fifty cents) per hour if while waiting to return to work they are restricted under the provisions listed in Section G of this article.

H. When an employee who is on "standby" status is called back to work after having completed their normal workday, they shall be granted at 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.

#### I. Overtime

1. All overtime authorized and worked by a bargaining unit employee will be compensated as required by the FLSA. Supervisors may require employees to work overtime as a condition of employment.
2. Overtime work and overtime assignments are subject to prior authorization by the employee's supervisor. Management will make a reasonable effort to use voluntary overtime, if possible. Employees will be offered overtime work within their position classification and work unit, first on the basis of seniority and then on the basis of the least number of overtime hours credited or offered to each employee. If overtime cannot be voluntarily assigned, Management will make the assignment, taking into consideration the needs of the work unit.
3. An employee who refuses to work overtime or who works unauthorized overtime may be subject to disciplinary action.
4. Overtime is time actually worked in excess of forty (40) hours in the identified workweek of seven (7) consecutive days beginning at 12:01 a.m. Saturday and ending at midnight Friday. For employees on shifts that begin less than eight (8) hours before midnight on Friday and extend into Saturday, the workweek begins with the start of the shift and extends to the same hour on the following Friday. Alternative work periods are allowed by the FLSA. Paid leave is not time worked and shall not be included in computing overtime compensation.
5. When a bargaining unit employee works authorized overtime, the employee will be paid at one and a half (1-1/2) times the employee's regular rate of pay (base pay plus shift differential, if applicable).

## J. Compensatory Time

1. Compensatory time is time off granted in lieu of overtime monetary compensation for authorized overtime actually worked during the workweek as defined in Article 11 Workday, Workweek, and Work Schedules. A bargaining unit employee may be compensated with compensatory time off in lieu of overtime pay as long as there is an agreement in advance between the employer and the employee to utilize compensatory time off instead of overtime pay. If either one of the parties does not agree to compensatory time, the employee will be paid the overtime.
2. FLSA nonexempt bargaining unit employees earn compensatory time at the same rate as overtime pay, which is paid for hours actually worked in excess of forty (40) hours per workweek. FLSA nonexempt bargaining unit employees may not earn both overtime pay and compensatory time for the same period.
3. FLSA nonexempt bargaining unit employees may accrue a maximum of 120 hours of compensatory time (80 hours of overtime worked x 1-1/2 = 120 hours of compensatory time).
4. Compensatory time must be used within ninety (90) days from the date it is earned. Compensatory time earned, but not used within ninety (90) days will be converted to overtime pay.
5. Employees working on a grant will abide by the terms of the grant as it relates to utilization of compensatory time as opposed to monetary compensation. Compensatory time must be scheduled and taken within ninety (90) days or the period covered by the grant, whichever is less. Compensatory time earned but not used within the required time period will be converted to overtime pay.
6. FLSA non-exempt bargaining unit employees separating from the University will be paid for any unused compensatory time. See method of calculation noted in in Section 3 above.

## K. Reclassification and Adjustments

1. Acting or interim Appointments—It is expected that an employee will occasionally perform duties above and below his or her grade or classification. If an employee is assigned all or most of the key functions of a portion of a higher grade over an extended period of time, the employee should be appointed to an acting or interim position in accordance with the “Staff Recruitment and Hiring” Policy 3210, UBP. An employee is considered to be in an acting position while temporarily filling a position where the regular incumbent is expected to return. An employee is considered to be in an interim position while filling a position for which a search is to be conducted.

2. Temporary In-Range Salary Adjustments-An employee who receives a written request from his/her supervisor to temporarily perform some, but not all, of the key duties of a position of a higher grade may be awarded an in-range salary adjustment within the current assignment to compensate for the assumption of these duties. The assigned duties must be performed in addition to, not instead of, the employee's normal duties. They must constitute a significant portion of the total duties performed by the employee and must be performed for at least a full pay period.
3. If an employee feels he/she has been inappropriately denied an acting or interim appointment or an in-range salary adjustment by his/her supervisor, the employee may appeal through the chain of command.
4. Adjustments to Salary Ranges-Based on the results of salary market reviews conducted time to time by the Division of Human Resources, the Staff Salary Schedule may be adjusted to maintain market competitiveness, subject to the availability of funds. Employee salaries will be reviewed by the Division of Human Resources at the time of a salary range adjustment to determine appropriate individual adjustments.

#### L. 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 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.

#### M. Voting Pay

Employees who are registered voters are granted leave with pay, at their request, time off from the University duties to vote in government election, up to a maximum of two (2) hours. This policy does not apply to employees whose daily work schedule either begins more than two (2) hours after the polls open or ends at least three (3) hours before the polls close.

#### N. Jury Duty

An employee is granted time off with pay for the time spent on duty when he or she is summoned for:

- Jury duty;
- Appearance before the County Commissioner for jury duty qualification; or
- Duty as a witness on behalf of the University.



To qualify, the employee must present documentary evidence of the summons to his/her supervisor. If the employee receives payment from the court, the employee must remit these monies to the University Payroll Department. An employee summoned as specified above is required to return to his or her work location while temporarily excused from attendance at court, unless returning to work is not practical due to a short time period remaining in the workday. In these instances, the employee must verify with his or her supervisor that the employee does not need to return to work.

O. Employees may share their salary information, if they so choose.

#### P. Final Wages

Final Wage payments for Discharged Bargaining Unit employees will be made in accordance with New Mexico Statutes Annotated 50-4-4.

### **ARTICLE 13. SEPARATION FROM EMPLOYMENT**

#### A. Voluntary Separation

##### 1. Resignation

- a. Resignation is initiated by the employee or by mutual agreement between the employee and Management. The employee must sign the appropriate releases as part of the resignation.
- b. The employee should, but is not required to, submit a written resignation giving two (2) weeks' notice to his or her supervisor.
- c. Resignations may also occur when an employee is absent for three (3) consecutive workdays without the supervisor's authorization. Workdays are considered consecutive even when broken by normal non-working days such as holidays or regular days off. When an employee claims that an emergency precluded the employee from requesting proper leave authorization, the documentation and justification shall be presented in writing for consideration to the Dean or Director with a copy to the Employee Relations Representative. The decision of the Dean or Director is final.

##### 2. Retirement

Employees may elect to retire after meeting the eligibility requirements. Employees should, but are not required to, give two (2) weeks' notice. Employees are encouraged to begin planning their retirement at least six (6) months in advance of their anticipated date of retirement. The University Division of Human Resources will notify retiring employees of their options with respect to health insurance and other benefits.

##### 3. Completion of Term Appointment

Employees hired for a term appointment will be separated from the University as of the specified date identified as the end of the term appointment unless the employee is notified in writing by the supervisor that the appointment has been extended or unless the employee is hired into another position prior to being separated from the University.

#### 4. Death

Upon the death of any employee, the beneficiary may access the UNM Human Resources Website at <http://hr.unm.edu/> for information regarding contact information for insurances and retirement payments.

### B. Involuntary Separation

1. Discharge for just cause. a. A bargaining unit employee may be discharged for unsatisfactory performance, misconduct, or for other reasons deemed to constitute cause by Management. Discharges are considered involuntary separations.
2. The process for discharge can be found under Article 19, Disciplinary Action, in this Agreement.
3. An employee terminated for cause may utilize the Grievance Procedure listed under Article 21 in this Agreement.

### C. Layoff

1. When there is a loss of funding, change of work, or a work unit is restructured, it may be necessary to eliminate one (1) or more positions. The elimination of positions will occur as per the process outlined below.
2. An organization may elect to transfer an employee into any vacant University position within that organization with the same job title without laying off the employee. If so, the employee will serve a 30 workday trial period instead of a 6 month probationary period. The salary will be determined based upon business in accordance with Article 12, Wage and Salary Administration.
3. When a Department is in a layoff situation, temporary, on-call/casual, and probationary employees in the affected classifications will be laid-off before bargaining unit employees.
4. When bargaining unit employees are laid-off, layoff will be based on experience ability, skill, documented performance, training,, education, and other relevant qualifications.. If qualifications are exactly the same, seniority will be used.
5. Management will provide the employees identified for layoff with at least a thirty (30) day notice of layoff. Management may provide payment in lieu of the advance notice of layoff. The notice will include the date of layoff, the business reason for the layoff,

and information on reemployment possibilities. Management will email the Union President with a written notice of the positions within the bargaining unit that are to be eliminated at the same time the employees are notified. The Union may email the Employee Relations Representative with any input and/or alternatives to the layoff within eleven (11) workdays of the date of the notice of layoff.

6. Employees who have been laid-off will be placed on a “layoff roster” for six (6) months. Employees on the “lay-off roster” will be given priority hiring rights. If a laid-off employee refuses to accept reemployment into a substantially comparable position or the same classification or pay as the laid-off position, the employee will be removed from layoff status and lose any reemployment and benefit rights. If the position was eliminated due to a loss of funding, and additional funding is received resulting in reinstatement of the position within a year, the hiring officer must first offer the position to the individual laid off due to the funding loss
7. The University will contact the employee by either email (or phone if no email address is available) regarding a possible priority hire opportunity. If the individual does not respond within three (3) business days, the University will have the right to proceed to fill the position with another candidate. The laid off employee will be removed from further priority hire consideration unless he/she can provide a reasonable explanation why he/she was unable to respond and can provide supporting documentation regarding that reason. The reasonableness of the explanation will be determined by the University.
8. Seniority will be handled in accordance with Article 6, “Seniority.”

#### D. Separation Procedure

1. The employee shall complete a Separation Check-Off List.
2. Employees who separate from the University are notified of their rights for health insurance coverage under the federal COBRA program and reemployment rights.

As part of the separation process, the employees will be invited to complete the voluntary on-line Exit Interview Survey form before leaving the University. The University will use the information provided by the employee to determine employment trends. The employee may request to do an in-person exit interview with his/her manager or with the Ombuds/Dispute Resolution Services Office. Exit interviews will not be held in the employee’s file for any inquiries or background checks. If the employee elects to do an in-person exit interview, the employee’s name may be released to the Direct manager or above. Individual on-line exit interviews will not be released other than in the aggregate.

## **ARTICLE 14. UNEMPLOYMENT COMPENSATION**

### **A. General**

Management extends unemployment coverage to employees in accordance with the New Mexico Unemployment Compensation Act.

### **B. Eligibility**

The New Mexico State Department of Labor determines which individuals are eligible for unemployment compensation insurance benefits based on the circumstances of the separation and the provisions of the Unemployment Compensation Act.

## **ARTICLE 15. RETIREMENT**

State law, NMSA 22-11-1, et. seq., The Educational Employees Retirement Act, requires all regular full-time and part-time employees to participate in the educational retirement system. State law also sets forth the percentages of salary the employee and the University are required to pay for such participation. The Payroll Department manages the retirement program for the University and on behalf of employees. Bargaining unit employees will continue to participate in said program as required by state law.

## **ARTICLE 16. INSURANCE**

- A. The parties agree that in order to keep the pool of eligible participants as large as possible, and thus to gain maximum purchasing power for both the University and the individual employees, bargaining unit employees will remain in the pool with the general University populace covered by each particular insurance benefit.
- B. All group term death, dental, disability, life, long term care, medical, and vision insurance, including all supplements thereto, that the University makes available to non-bargaining unit employees shall be made available to bargaining unit employees under the same terms and conditions.
- C. Bargaining unit employees will be accorded the chance to participate, or to decline to participate, in any pre-tax insurance plan or flexible spending account program in the same manner and conditions provided to non-union employees.
- D. The percentage of the cost or premiums paid by either party will be at least in accordance with State law, NMSA 10-7-4, as that law may from time to time be amended. The parties agree that Management may provide insurance benefits up to the maximum provided by State law. Insurance information may be obtained at <http://hr.unm.edu>.

## **ARTICLE 17. MISCELLANEOUS PRIVILEGES**

- A. The University will extend to bargaining unit employees privileges, such as employee assistance services, access to facilities, discounted tickets, memberships, other discounted services, dependent education programs, tuition remission programs, and staff development and training for University employees, as are extended to non-bargaining unit employees, subject to University regulation and fees regarding their availability and subject to change or deletion as per the availability of funds or programs as determined by the University.

## **ARTICLE 18. HEALTH AND SAFETY**

- A. In an effort to provide a workplace free from recognized hazards or unsafe conditions, Management provides and shall continue to provide personal protective equipment, safe and sanitary working conditions, reporting procedures, and corrective actions of hazardous or unsafe conditions in compliance with applicable laws.. Management will investigate safety concerns in accordance with Section C.
- B. Employees and Management shall observe all health and safety rules, regulations, laws, and University directives and protocols. Employees and Management shall perform their duties in a safe and healthful manner and in such a way as to not endanger the health or well-being of the students, the public, other employees, and themselves.
- C. Employees shall verbally report any work-related hazardous or unsafe conditions to their supervisor immediately, especially in cases of imminent danger. Issues regarding imminent danger to the employee may require that the employee be moved from that work area to another area for his/her safety. The employee will provide the supervisor with a written statement of what they have reported within 48 business hours. The employee may request a final finding on the issue. In the event that a machine or a piece of equipment is found to be unsafe, it will be tagged so that it is not used. If Management determines the equipment is still needed, it will determine whether to repair or replace the item. In addition, employees may report any work-related hazardous or unsafe conditions to his/her supervisor chain of command, and Safety and Risk Services (SRS) at <http://srs.unm.edu/hazardForm.php>, or any other health and safety entity that has jurisdiction over the University, including OSHA.
- D. An employee may feel he or she is in imminent danger-(This means that the employee feels there is a potential of a serious injury or death arising from a hazardous work condition due to performing an assigned task). In this case, if the condition causing the employee's apprehension regarding possible death or injury is such that 1) a reasonable person, under the same circumstances, would conclude that there is a real danger of death or serious injury, and 2) the employee has advised his/her supervisor, chain of command, or SRS of the issue and the issue has not been corrected, and 3) the employee reasonably feels that there is

- insufficient time, due to the urgency of the situation, to eliminate the danger through regular statutory enforcement channels, and 4) the employee has no reasonable alternatives, and 5) the employee refuses in good faith to expose himself to the dangerous condition, he/she would be protected against subsequent discrimination for refusing to complete the assigned task. In this case, the work would have to be refused in “good faith.” The refusal cannot be an attempt to harass or disrupt business. In this case, the employee should ask the employer for other work and must remain at the worksite until the end of the workshift or until requested to leave the area by his/her supervisor or chain of command.
- E. Employees will be given instruction on safety issues of machines on which they are required to work prior to beginning the work.
  - F. If the employee has concerns that he/she is being regularly requested to lift weight above his/her job description, he or she may report this concern directly to the supervisor. The employee may address this issue up the chain of command if he/she feels there has been no resolution. This does not bar the possibility that the job description may be changed to address a higher weight. Job descriptions may cover positions across the University. Individual requirements in certain departments may vary from the general University job description. If the employee has a medical disability which interferes with the ability to lift the weight being requested of him/her by the supervisor, he/she may request an accommodation by requesting a “Reasonable Accommodation Request Form” from his/her supervisor and returning the completed form to him/her for consideration.
  - G. The University will continue providing Employee Assistance services in accordance with Article 28, Employee Assistance.
  - H. The University will provide the same opportunities for health related classes (wellness programs through Employee Health Promotion Program) to bargaining unit employees that it does to non-bargaining unit regular staff.
  - I. Bargaining Unit Staff and Management will take online Basic Annual Safety Training each year . This course can be accessed through Learning Central.
  - J. SRS has safety related classes that are offered to departments. The list of available safety classes may be found on the SRS site index at <http://srs.unm.edu/siteIndex.php> under “Training.” If a bargaining unit employee is interested in having one of the offered training classes presented in his/her department, he/she may make the request through his/her supervisor.

## **ARTICLE 19. DISCIPLINARY ACTION**

- A. A. Disciplinary Actions: Employees will be disciplined for just cause. Disciplinary actions may include:
  - 1. oral warnings;

2. written warnings/notices;
  3. suspensions; and/or
  4. Discharges
- B. Progressive Discipline: Management practices a corrective based system that is progressive in nature and will utilize such when Management believes it is appropriate. The level of discipline will be based on the frequency and/or severity of the infraction.

Progressive discipline includes:

1. Written warnings: A written warning provides the employee with a written explanation of the events leading to the warning, an explanation of any applicable rules, and any subsequent information that can help the employee improve the identified problem. A written warning is documented in the employee's personnel file maintained by the Division of Human Resources. The written warning should include:
  - a. the nature of the problem, including reference to any earlier oral counseling(s), warning(s), and performance review discussions;
  - b. a statement or listing of the policies or rules violated (if any);
  - c. the specific action to be taken by the employee and/or supervisor to correct the problem, including specific time frames, if appropriate;
  - d. a statement that further disciplinary action, up to and including discharge, could occur should the problem persist; and
  - e. a statement that disciplinary action may be appealed according to the provisions of the Grievance Procedure.
2. Suspension: A suspension is a temporary, involuntary removal from employment, without pay, for problems that have not been corrected for serious violation of policy. Suspensions range from one (1) workday up to thirty (30) workdays, depending on the seriousness of the problem.
3. Discharge: A discharge is a permanent, involuntary separation from employment from the University for disciplinary reasons. Discharges must be approved, in advance, by the appropriate dean or director and the V.P. of Human Resources.
4. Notice Requirements: To initiate a suspension or discharge of a bargaining unit employee, the supervisor must serve the employee with written notice of the contemplated action. Suspension and discharges require approval of the

appropriate dean or director and the V.P. of Human Resources prior to issuing a Notice of Contemplated Action. This notice must include the following points:

- a. Cite the acts which the supervisor believes constitute the reason for the disciplinary action;
- b. Give a summary of the evidence against the employee including dates and locations if applicable;
- c. Specify the contemplated action; and
- d. State that the employee has ten (10) calendar days from the receipt of the notice to respond orally and/or in writing to the contemplated action.

A copy of the notice will be sent to the Division of Human Resources for placement in the employee's official personnel file.

5. Notices: Notices shall be in writing and may be served in person. At the time of service, the employee will sign an acknowledgement of receipt. The notice may also be sent by certified mail with a return receipt requested. The notice must be properly stamped and addressed to the last address provided by the employee. Service of the notice is complete when the notice is hand-delivered or deposited with the United States Postal Service by certified mail with a return receipt requested.
6. Computation of Time: Any time period required or allowed by this article does not include the day of the action. If the last day of the time period falls on a Saturday, Sunday, or a UNM recognized holiday, the last day of the time period shall be at the close of the next business day.
7. Response to Notice of Contemplated Action: The employee or a representative of the employee's choosing shall respond orally or in writing within ten (10) calendar days from the date of receipt of the notice of contemplated action. The response is served to the supervisor who signed the notice. Grievances concerning discharges are served on the Dean or Department Director.
8. Notice of Final Action: After considering the employee's oral and/or written response, if provided, the supervisor shall decide on the final action and serve the employee with a written notice of final action. The notice of final action will be provided to the employee within twenty (20) calendar days after receipt of the employee's response or within twenty (20) calendar days following the expiration of the employee's response period. If the employee includes new information in his/her response, which Management determines necessitates further investigation, the notice of final action may be delivered after an additional twenty (20) calendar days upon completion of the investigation. If so, the employee will be advised of the extension in writing. If a subsequent extension is needed, another notice of extension with the extension period listed will be provided to the party noted above in writing.



The notice of final action will include the following points:

- a. the final action to be taken;
- b. the acts which constitute the reason for the disciplinary action;
- c. a summary of the evidence;
- d. exhibits listed on the notice;
- e. the effective date of any disciplinary action; and
- f. a statement that the employee may appeal the disciplinary action as per the Grievance Procedure.

### C. Employee Rights

1. Bargaining Unit staff may be accompanied by a Union representative during investigatory meetings that may result in disciplinary action against them. If the meeting falls under this situation and the employee requests a Union representative, the supervisor will stop the meeting. The employee can contact the Union at the official email, [unitedstaffunm@gmail.com](mailto:unitedstaffunm@gmail.com). The Union will need the name of the employee and his/her contact information, the name of the supervisor, and the supervisor's telephone number and email address in order to reschedule the meeting. The unavailability of a union rep shall not delay a meeting more than seventy-two (72) business hours. The supervisor will not discuss the situation further with the employee until the meeting is scheduled, if the meeting occurs within the seventy-two (72) business hours. If the union representative is unable to meet with the employee and management within seventy-two (72) business hours then the supervisor may discuss the issue directly with the employee.
2. Employees have a right to represent themselves or may be accompanied by a Union representative during meetings wherein disciplinary action (an oral warning, written warning, suspension, or discharge) and/or pay reduction are/is being announced by management personnel. If the employee is represented by the union, the representative will be allowed to attend all subsequent meetings in which the disciplinary action is being discussed with the employee. The unavailability of a union rep shall not delay a meeting more than seventy-two (72) business hours.
3. If action is taken to discipline, or reduce pay, the employee shall have the right of appeal as provided in the Grievance Procedure, Article 21.
4. If management determines that an investigation of an employee's alleged misconduct is required and it is also determined that the employee should be removed from the performance of his/her regularly assigned duties, the employee

will be placed on administrative leave with pay until the investigation is completed and a decision is made as to the disciplinary action, if any, which will be taken by management.

5. Employees, on their own time, have the right to contact US-UNM regarding any provision of this Agreement. See section C1 regarding contacting US-UNM.

## **ARTICLE 20. ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENT**

- A. Employees who are asked to sign a document that they do not agree with shall date and sign the document and include the words “Received Only” or acknowledge receipt by dating the document and writing “signature will appear on written response to this document”, which will constitute signature of the employee. The employee shall submit a written response within five (5) working days from the date of signing receipt. The parties recognize the need for an employee to sign a document acknowledging the employee has received the document and the right of an employee to respond in writing and have such response attached to the original document.
- B. Employees will not be required to sign a blank document. If a supervisor or manager’s signature or initials do not appear on the document, an employee may request such signature prior to the employee being required to sign the document. Any material alteration of a document after the employee has signed the document may render the document invalid.
- C. Employees will be provided a copy of any document presented by management and signed by the employee.

## **ARTICLE 21. GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to attempt to secure at the lowest possible level, mutually satisfactory resolutions to grievances that may arise between the Union and Management and/or employees and their supervisors.
- B. A grievance is defined as a charge by either party to this Agreement that the other party has violated one or more provisions of this Agreement, or that a disciplinary action taken by management is not based on just cause. Oral warnings are subject to only step 1 of the grievance process.
- C. As used in this Article, “day” shall mean days that the Human Resources Offices are normally open for business unless otherwise specifically stated. If the last day of a time limit as provided for in this section falls on a day that the Human Resources Offices are closed, the deadline shall be the next day that the Human Resources Offices are open for business.
- D. In order for a grievance to be considered valid, the written grievance must be written on the approved form (Appendix C). Grievances filed by the Union on behalf of the

employee must also contain the Union letterhead and a signature of a Union approved representative. Grievances filed on behalf of the University must contain the University letterhead and must be signed by the V.P. of Human Resources. All grievances must include (1) the name of the party/parties who is/are grieving, (2) the circumstances upon which the grievance is based, (3) the Article of the Agreement as noted in section B of this article alleged to have been violated and how it has been violated, (4) the date of the alleged violation, (5) the name of the person(s) alleged to have committed the violation, (6) the remedy sought (“to be made whole” is not an acceptable remedy/response), (7) the date submitted, (8) the grievant’s signature, and (9) the step in the grievance process. Subsequent steps of the grievance process require obtaining the grievant’s signature. If an employee is self-representing, the employee must send a copy of the grievance to the Employee Relations Representative and US-UNM.

- E. The term grievance and the procedure relevant thereto shall not be deemed applicable in the following instances:
  - 1. In matters where a method or review is mandated by law or by the Labor Management Relations Resolution of the University; and/or
  - 2. In matters where Management is without authority to act.
- F. Grievances submitted on behalf of Management shall be initiated by the V.P. of Human Resources and shall be submitted to the President of United Staff-UNM within the timeframe listed for Step 1. If the issue is not resolved at Step 1, Management may initiate arbitration under the parameters in Article 22, Arbitration, with the exception that Step 2 and Step 3 do not apply. Grievances submitted by the Union or by a bargaining unit employee shall be submitted to the individual identified at each step of this grievance process. Either party to the grievance may be represented at each step of the process subject to the following limitations: 1) Employees filing a grievance without Union representation cannot seek alternative counsel, e.g. self-represented grievants cannot hire an attorney or seek outside assistance. The self-represented employee must send a copy of the grievance to the Employee Relations Representative and US-UNM.
- G. Failure to submit a grievance in writing within the timeframe listed under Step 1 (or Step 2 in the case of discharge) following the date that either party or the employee became aware of the issue or incident, or the date that the party or the employee should have reasonably known of the issue or incident which gave rise to the grievance, will constitute forfeiture of the right to file a grievance. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered untimely and therefore null and void.
- H. All time limits expressed herein may be extended by written mutual agreement of the Union or grievant and the Employee Relations Representative or Human Resources Consultant. To be properly filed grievances and responses to grievances must be either hand-delivered or mailed at Step One, Two, or Three. If so, the response may also be emailed in addition to either being hand-delivered or mailed. Grievances will be considered filed and responses will be considered delivered by the date of the

postmark, the date of hand delivery, or the date of email whichever is sooner. The party that has filed the grievance may withdraw the grievance at any time.

- I. The bargaining unit employees, the Union, and Management, agree to make available pertinent, non-privileged, information in their possession and control, which is specifically requested by the other party in writing. The specific information requested will be provided, if available and pertinent, within three (3) working days, or the party will identify the reasons for not providing the information requested.
- J. The grievant may present any information or documentation he/she deems relevant through Step 3 of the grievance procedure.
- K. Employees identified to testify in a grievance meeting conducted during the working hours of such employees, shall be granted time off with pay from normal work time 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 with the least amount of adverse impact on the operations of the department involved.
- L. Should Management fail to respond to a grievance within the time limits expressed herein or should the grievance not be resolved within the time limits identified, the employee or the Union may appeal to the next level of the grievance procedure within 5 working days of the deadline for the response (see Article 21 Section P. below for timeframes). If Management does not respond within the time limits it shall be understood that Management's position remains unchanged.
- M. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual. No settlement of a grievance shall be inconsistent with or in violation of this collective bargaining agreement, or in violation of a memorandum of understanding between the parties to this collective bargaining agreement applicable to the day-to-day administration of this collective bargaining agreement. When the employee has submitted a copy of the grievance to the Employee Relations Representative, the Union shall be notified at least three (3) work days prior to any meeting and afforded the opportunity to be present at all stages of the grievance procedure and to make its views known.
- N. Once a written grievance has been appropriately filed with Management by the Exclusive Representative, Management shall not discuss the grievance with any employee on whose behalf the grievance was presented without first notifying the Exclusive Representative and allowing the Exclusive Representative to be present. Once a written grievance has been appropriately filed with Management, the Union will not discuss the grievance or underlying events with any employee who is or may be a witness concerning the grievance without first notifying Management and allowing a Management representative to be present.
- O. The Employee Relations Representative or designee may be called by either party at any step in the Grievance Procedure to provide advice as to the process. The role of the Employee Relations Representative is not a decision-maker for any party to the grievance at any step of the procedure. The Employee Relations Representative will

work with the Human Resources Consultant and the Department to ensure that any remedy offered and accepted by US-UNM or the grievant, if self-represented, is carried out. Implementation of such a remedy will normally take no more than 15 calendar days. If the remedy will take longer because the individual who can implement the remedy is out, the 15 days will be extended by the amount of time that person is gone. If the remedy will take longer due to other circumstances, an extension may be requested in writing and will not be unreasonably withheld. Oral warnings are subject to only step 1 of the grievance process. Any discipline that is removed as part of a remedy to a grievance and that had been referenced to in the performance review, will have such reference removed by updating the performance review and having the parties sign and date the document. In order to implement a remedy as part of grievances at step 1, 2, or 3, the Union must respond in writing to the Employee Relations Representative regarding its desire to close the grievance based upon the remedy.

## P. Grievance Steps

### Step 1

A formal grievance, for reasons except discharge (which is served at step 2), will first be filed in writing by an individual employee or the Local Union Representative with the employee's manager (or next higher level supervisor, below the Dean or Director level, if one exists) within twelve (12) 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 of all grievances at each step of the grievance that is filed will be sent to the Employee Relations Representative by the initiating party. Upon request, the Employee Relations Representative or Human Resources Consultant will provide the name of the management representative at the next step.

Within seven (7) working days of the receipt of a complete and timely-filed written grievance the Manager shall schedule and the parties shall hold a meeting with the employee and his/her union representative, or the employee if acting alone, for the purpose of attempting to resolve the grievance. The manager shall have seven (7) working days from this meeting to file a response to the initiating party. Included in the response will be the name and mail stop code for the next level management to whom the Union may address the next step grievance should the Union decide to pursue it further.

Upon receipt of a timely response, the initiating party may advance the grievance to Step 2 within five (5) working days.

### Step 2. Review by the Dean or Director

Upon receipt of a complete and timely filed written grievance the Dean or Director shall within seven (7) working days schedule and the parties shall hold a meeting with the employee and his/her union representative, or the employee if acting alone, for the purpose of attempting to resolve the grievance. The Dean or Director shall have seven (7) working days from this meeting to file a response to the initiating party. Upon receipt of a timely response, the initiating party may advance the grievance to Step 3 within five (5) working days.

Grievances concerning discharges are served on the management representative who signed the discharge at step 2 within twelve (12) working days of notification of the final action.

### Step 3. V.P. of Human Resources

To file at this step the Union/employee will send two copies of the grievance to the Employee Relations Representative who will forward a copy to the V.P. of Human Resources. Within seven (7) working days of the receipt of a complete and timely grievance filed with the V.P. of Human Resources, V.P. of Human Resources shall schedule and the parties shall hold a meeting in an attempt to resolve the issue. The V.P. of Human Resources shall have seven (7) working days from this meeting to file a response to the initiating party. Upon receipt of a timely response, the initiating party may advance the grievance to Arbitration.

## **ARTICLE 22. BINDING ARBITRATION**

- A. Prior to an appeal to binding arbitration all of the steps, time limits, and the procedure for the settlement of the grievance provided for in Article 21 must have been met and exhausted.

If the issue is not resolved within the time limits provided in Step 3, the grievance may be submitted to Arbitration only by the Union or the University. A Notice of submittal to binding Arbitration must be presented to the Employee Relations Representative by the Union or to the Union President by the University within ten (10) working days of the expiration date of the last step resolution period. The parties will meet within ten (10) working days after the submittal of the arbitration notice to jointly agree to the information submitted to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators and will include AAA and Attorney as choices in their selection. The moving party will pay the filing fee. Each party will retain a copy of the information sent to the FMCS. The moving party's failure to follow this process within the time limits will result in a waiver of the party's right to proceed to Arbitration. This procedure is the sole and exclusive procedure available for the resolution of claims arising out of this agreement.

- B. An arbitrator shall be selected in the following manner: A list of seven (7) arbitrators will be requested from the FMCS. Within ten (10) working days following receipt of the arbitrators list, the parties will meet and each party will strike one (1) name alternately until a single name remains and that individual shall be the arbitrator. The party to strike the first name will be determined by the flip of a coin. The moving party will contact FMCS with the name of the arbitrator selected within 3 work days. If the moving party neglects to contact the FMCS within the time limits, it will result in a waiver of the party's right to proceed to Arbitration.

- C. The cost for the services of the arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
- D. If management 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 management.
- E. The arbitrator shall decide issues of arbitrability and jurisdiction on cases that have timely and properly exhausted the grievance process set forth in Article 21 and have been timely and properly appealed to arbitration prior to hearing the merits of the case. The arbitrator shall have no power to waive or excuse any time limit or other administrative prerequisite established in Article 21 or 22, or to add to, subtract from, or modify this Agreement, nor shall he/she substitute his/her discretion for that of the employer, nor shall he/she exercise any responsibility or function of the employer or the Union.
- F. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.
- G. The arbitrator's award may be set aside, by a court of competent jurisdiction, in accordance with the provisions of the New Mexico Uniform Arbitration Act.
- H. Arbitration is subject to the provisions of the State's Uniform Arbitration Act except as specifically modified in this Agreement.
- I. An appeal to arbitration may be made by Management or the Union.
- J. Retaliation and intimidation by any party against any individual participating in any way in dispute resolution or the grievance process is strictly prohibited.

## **ARTICLE 23. LABOR/MANAGEMENT COMMITTEE**

- A. The Labor-Management Committee may discuss issues, as needed, dealing with wages, hours, or working conditions of employees in this bargaining unit, health and safety issues, or with the interpretation and application of this Agreement.

The members of the committee will be based upon the issue(s) being addressed, however, the number of committee members shall not exceed three (3) from the Union and three (3) from management. The Union will provide Management with a list, signed by the President or elected officer of US-UNM, identifying the Union

representatives who can speak for the Union. The Employee Relations Representative will provide the Union a list identifying employees and/or representatives who can speak for Management. The committee may also discuss classification concerns, however, the classification of positions is the sole responsibility and authority of Management. The Labor/Management Committee shall meet as necessary. Bargaining unit employees who are members of the committee and who are in attendance at the committee meeting may utilize annual leave or leave without pay to attend the meeting if it is held during the employee's work time. Committee meetings shall be scheduled so as not to unduly disrupt the operational needs of the University. Meetings can occur during work hours or non-work hours such as lunch or before or after work but such times will occur during reasonable hours agreed upon by the parties.

- B. When the University is contemplating changes to the University Administrative Policies (UAP), representatives of the union and bargaining unit employees may respond during the open comment period.
- C. On other University Committees where staff and union representatives are invited to participate one US-UNM representative appointed by US-UNM will be included on any committee that will address wages, hours, and/or working conditions of US-UNM bargaining unit employees.

## **ARTICLE 24. NEGOTIATING PROCEDURE**

Negotiations shall be opened as per the requirements of the University Labor Relations Resolution by either party providing written notice to the other party of its desire to negotiate a successor agreement no later than February 15<sup>th</sup> of the year the Agreement expires or either party may open a limited negotiations if outlined in Article 41, Duration of Agreement, by providing written notice by February 15<sup>th</sup> of a year when a limited re-opener is allowed. Ground rules for the negotiating sessions shall be agreed upon prior to the first negotiating session. Negotiating dates, times, locations, and duration of the sessions shall be determined by mutual agreement. Negotiating teams will consist of no more than eight (8) members on each team. The Union's negotiating team will be allotted a total maximum of up to 8 hours paid time off to use for their team during the course of negotiations for any of the sessions identified and requested by Management. Neither party shall interfere in the selection of members of the other party's team. Each team shall identify a lead negotiator. All tentative agreements shall be reduced to writing, initialed and dated by the lead negotiators, and are subject to ratification by the appropriate body. Negotiations will be conducted in closed sessions.

## **ARTICLE 25. POLITICAL ACTIVITY**

- A. General.

Management recognizes the right of free speech and expression of opinion on any subject by any member of the University community. Those who speak or act



shall not do so in the name of the University or any of its organizations unless there has been specific authorization by Management to do so.

In order to ensure its autonomy and integrity, the University will not be an instrument of partisan political action. The expression of political opinions and viewpoints will be those of the individual and not of the University.

All University employees are free to engage in political activities so far as they are able to do so consistent with their full obligations to the University and in accordance with applicable laws, including running for and serving in any political state, federal, municipal, county, or school board elected or appointed position. The provisions contained in this Article address all political activity and not all Union activity.

**B. Restrictions.**

University employees have the right to engage in lawful political activities. However, such activity, like any other personal, non-official undertaking must be done on the employee's own time and should not interfere with University duties. Employees may not campaign during work hours, use University supplies or equipment for campaign purposes, represent their political views or the views of any candidate as being those of the University, use employee mailing labels (either home or office addresses) produced by the University for distributing campaign materials, or distribute campaign material through campus mail unless it has been received by a federal post office and is properly postmarked.

Bargaining unit employees are not barred statutorily from running for legislative seats, but, if elected to the state legislature, bargaining unit employees may not simultaneously serve as members of the legislature and as paid University employees consistent with NMSA 1978, §§ 2-1-3 and 2-1-4 (Repl. Pamph. 1983).

**ARTICLE 26. CAREER DEVELOPMENT**

Bargaining unit employees may participate in University offered or sponsored training, educational, job enrichment, career ladder, and career development programs in accordance with UBPPM Policy 3260. All such programs will be offered to bargaining unit employees under the same terms and conditions as for non-bargaining unit employees.

**ARTICLE 27. EMPLOYEE RECOGNITION AND AWARDS**

The University, its colleges, divisions, and departments, will continue to provide recognition or awards to and for its employees in a manner commensurate with the achievement. These awards may be formal, informal, monetary (e.g. Gerald May award), or non monetary and will include bargaining unit employees. The University

and the Union encourage the development of such programs. Such programs shall be developed and administered in accordance with UBPPM Policy 3235.

#### **ARTICLE 28. EMPLOYEE ASSISTANCE**

Regular full time and regular part time bargaining unit employees are eligible to use the Counseling Assistance and Referral Services offered by the University. The CARS programs do not alter or supersede the University employment or disciplinary policies. These services do not provide privilege or exemption from University policies or procedures.

Eligible employees will be given time off with pay to attend CARS sessions offered on campus during regular work hours. Supervisors may contact CARS to confirm that an employee is attending a CARS session. CARS can provide this confirmation only if the employee has voluntarily provided CARS with a release of information. If CARS cannot confirm the absence, the time off may be charged to sick leave subject to all the provisions of Article 33.

#### **ARTICLE 29. PUBLICATION AND DISTRIBUTION OF AGREEMENT**

This Agreement and amendments thereto shall be distributed to the bargaining unit employees by the Union. Management is responsible for distribution to the supervisory and management staff. Each party will be furnished an original signed copy of the Agreement. Each party is responsible for reproducing as many copies as they may need or may post the Agreement on their respective websites for access and printing. The University will provide US-UNM with an alphabetical listing of all employees in the bargaining unit once a month.

#### **ARTICLE 30. BACKGROUND CHECKS**

University Management agrees it will meet and confer with US-UNM regarding any US-UNM bargaining unit staff positions with incumbents being considered for background checks in accordance with UBP 3280, Background Checks, before adding them to the list of safety and security sensitive positions.

Any bargaining unit employee who holds an identified safety and security sensitive position who has been asked to submit a background check will be notified in writing as to the purpose and intent. The employee will also be given the option to request a copy of any background check for their own record.

Any bargaining unit employee who has received a pre-adverse letter will have the right to a meeting with Human Resources and a representative from US-UNM to discuss the problem and work towards resolution prior to issuance of any Notice of Contemplated Action.

## ARTICLE 31. HOLIDAYS

- A. The University of New Mexico observes specific holidays each year and most offices are closed during these holidays. The University does not grant holiday pay for religious holidays. An employee who requests time off to observe a religious holiday must be allowed to do so by choosing to take annual leave or leave without pay in accordance with Article 32, Annual Leave.
- B. The bargaining unit is eligible for the following paid holidays:
- Martin Luther King Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Winter break.

The specific days observed as the holiday period are announced each year by the University Division of Human Resources. Holiday days observed during the winter break do not include weekends but will include December 24th and New Year's day, if during the workweek. The listing of Holidays for each year is located at <http://hr.unm.edu/about/hr/holidays.php>. If the University of New Mexico declares additional holiday time, then such additional time will affect bargaining unit employees in the same manner as non-bargaining unit staff.

1. The holiday is usually observed on the calendar day designated as the holiday. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.
2. For employees working a shift assignment where midnight falls within their shift, the observed holiday begins with the starting time of the employee's regular shift on the calendar day observed as the holiday.
3. When a holiday falls on an employee's regular day off, the holiday is normally granted and scheduled on the work day immediately preceding or following the employee's regular day off. The holiday may be granted, based on business needs at another time within ninety (90) days otherwise the employee will be paid at a straight time rate for the holiday.
4. Employees who work off campus at an organization that observes different holidays than those observed by the University may be authorized to observe the holidays that are applicable to that organization, provided that the dean/director provides written approval. In no case will observation of all holidays applicable to both organizations be permitted.

- C. Only regular full-time or part-time employees, working twenty (20) or more hours per week, are eligible to be paid for holiday time off. Bargaining Unit employees must either work or be on paid leave on scheduled work days before and after the holiday in order to be eligible for holiday pay. Employees whose retirement date is on a holiday do not have to work or be on leave the day after the holiday in order to receive pay for holiday time off.
- D. Holiday pay for bargaining unit employees working a traditional full-time Monday - Friday schedule is calculated based on their regularly scheduled hours. If the employee is scheduled to work any other schedule (part-time, flex etc.) the employee will be paid for the number of hours obtained by dividing their normal number of scheduled weekly work hours by five (5) days for each observed holiday. At no time will bargaining unit employees receive greater than eight (8) hours of holiday pay, regardless of their schedule. An employee who is not working a traditional schedule as outlined above will have several different options available regarding scheduling of work time during the week of a holiday dependent on business needs. Such options consist of changing his/her schedule that week to work the same number of hours each day over the course of 5 days, working additional hours on another day, or using annual leave to ensure he/she receives his/her normal amount of hours for the week. The employee may also potentially take leave without pay for the difference of hours between total hours paid (what the employee worked plus the holiday hours paid) and his or her regular hours for the week.
1. Organizations or departments may require employees to work on holidays. Each employee affected should be advised that this alternate holiday schedule is a condition of employment. Management will attempt to advise the employee with a month's notice, if possible. However, to meet operational needs, an employee may be required to work a holiday without such notice and approval. In these situations, supervisors should give employees as much notice as possible.
    - a. Supervisors will assign employees to work holidays in a fair and reasonable manner, taking into consideration the needs of the unit, and the abilities, seniority within classification of that unit, availability, and willingness of employees. An employee assigned to work a holiday who refuses to work the holiday may be subject to action in accordance with Article 19.
    - b. Bargaining unit employees who are required to work on a holiday will be paid for the hours worked at a premium rate of one and a half (1/2) times their regular rate (base pay plus shift differential, if applicable), and will also be given time off in lieu of the holiday. The time off given in lieu of the holiday will be in accordance with this section and is normally granted within ninety (90) days of the time earned.

However, if the bargaining unit employee does not take the time off during this time period or separates from the University before the time off is taken, the employee will be paid for all unused holiday leave at straight time. Employees required to work on a holiday, who cannot be given a day off in lieu of the holiday, will be paid the premium rate (one and a half times their base pay plus shift differential) for the hours worked on the holiday. In addition, they will receive holiday pay at their regular rate of pay. Bargaining Unit employees who separate from the University, worked a holiday, and did not take time off in lieu of the holiday for the hours they worked will be paid out for the time

2. For the purpose of computing overtime compensation for over forty (40) hours per week, a paid holiday is considered time worked. Time off in lieu of the holiday is also considered time worked.
3. Employees on leave without pay will not be paid for holidays which fall during the period of leave without pay. Employees who take sick leave or annual leave prior to and/or after the holiday, will not have the time off for the holiday coded as sick leave or annual leave.

## **ARTICLE 32. ANNUAL LEAVE**

A. US-UNM and the University of New Mexico recognize that annual leave provides employees an opportunity to relax for an extended period and to return to the job with renewed interest and vitality. The parties encourage employees to take annual leave each year, with at least one (1) annual leave period of one (1) week in duration. Eligible bargaining unit employees earn, accrue, use, and are paid for annual leave according to the provisions of this Agreement.

### **B. Accrual**

Eligible bargaining unit employees accrue annual leave at a biweekly rate up to a maximum of 6.47 hours based on hours worked in the pay period. If bargaining unit employees work less than full time, leave accruals will be prorated based on actual hours worked and any Leave with Pay as defined by the Policy

1. Bargaining unit employees may accrue up to 252 hours.
2. Annual leave is accrued at the end of the pay period and cannot be taken until the pay period following the date in which it was accrued.

### **C. Use of Annual Leave**

1. Employees must request and receive approval of leave in advance from their immediate supervisor. While annual leave is normally scheduled according to

the employee's wishes, the University reserves the right to schedule an employee's annual leave in accordance with the needs of the University. Leave is approved on a first-come-first serve basis in accordance with business needs. Management will advise the employee as soon as reasonably possible, regarding whether the leave is approved. It is recognized that in certain emergency situations an employee may not be able to request leave in advance, and the supervisor should give such a request fair and reasonable consideration.

2. An employee who requests time off to observe a religious holiday that does not fall on a University holiday must be allowed to take annual leave or leave without pay if the employee does not have enough accrued leave, unless granting the request would cause significant disruption in the business of the department or otherwise cause undue hardship for the department or the University. The employee must obtain such approval in advance. Employees who work in non-critical areas may request annual leave time off due to inclement weather.
  3. A denial of leave will be provided in writing from the supervisor with the reason for the denial, if requested by the employee.
  4. See Article 31 for time off during a holiday.
  5. Employees requesting more than two (2) days of annual leave will be required to provide not less than four (4) working days advance written request to their supervisor or designee. The supervisor will attempt to respond in writing to the request within two (2) working days of receipt. The supervisor may consider emergency situations when considering the notice period.
  6. Employees requesting less than two (2) days of annual leave will be required to provide not less than twenty-four (24) hours advance written notice to their supervisor.
  7. An employee using annual leave may also be eligible for FMLA leave depending on the situation (See Article 38 FMLA).
- E. When an employee transfers to another department, leave balances also transfer. An employee is not required to use annual leave prior to such a transfer. Employees and supervisors should work together to develop and coordinate annual leave plans so that accruals remain at manageable levels and so that maximum limits are not exceeded.
- F. Employees who are "regularly" assigned to shift work are paid for annual leave at their normal pay rate (base pay plus shift differential).
- G. When employees separate from the University, they are paid for unused annual leave at their regular pay rate including shift differential as described in **Section F.** above, *and* as provided in the following sections. The University reserves the right

to require employees to take some or all of their accrued annual leave before the date of separation. However, the employee may not take annual leave in order to extend the termination date beyond the last day actually worked.

1. Voluntary Separation

The maximum payment for voluntary separation other than retirement is 168 hours.

2. Involuntary Separation, Retirement, or Death

The maximum payment for involuntary separation, retirement, or death is 252 hours. In the case of an employee's death, the employee's estate is paid for accrued leave up to a maximum of 252 hours.

H. Online Access

Employees may view their leave banks, including leave hours by accessing my.unm.edu.

**ARTICLE 33. SICK LEAVE**

A The parties recognize that bargaining unit employees and members of an employee's immediate family may become sick or injured, and that a reasonable period of time off with pay should be granted to employees during such periods. Paid sick leave is a benefit to enable employees to continue on paid status during their illness or disability or that of an immediate family member. Sick leave can only be used for the specific purposes defined herein and is not to be used the same as earned annual leave.

B. Sick leave is used only for the specific purposes defined below:

- personal illness or injury (including disability due to pregnancy and childbirth or emergency doctor and dentist appointments)
- a quarantine of the household
- prescheduled doctor and dentist appointments
- other related medical conditions of the employee
- care for an ill or injured member of one's immediate family

C. Family members may be natural, step, adopted, or foster, and immediate family defined as the employee's spouse or domestic partner, children, grandchildren, parents, grandparents, and siblings.

D. Partial days not worked due to an illness or injury may be charged to sick leave.

- E. If an employee is receiving Workers' Compensation, the employee may use sick leave or annual leave to supplement the partial Worker's Compensation payment.
- F. If a physician releases the employee for work with temporary restrictions which prevents the performance of the employee's regular duties, the supervisor may temporarily reassign the employee to other duties which do not affect the disability. The reassignment should be within the same general location with comparable job duties and requirements and should not affect the employee's pay scale. A physician's statement, indicating that the employee is capable of performing the reassigned job without adverse effect on the temporary disability or the safety of others, is required.
- G. Time off requested for non-critical doctor's appointments must be pre-approved by the supervisor and may be denied due to business needs. An employee must report any unplanned absence due to illness or injury to his or her immediate supervisor within 1 hour of the employee's shift. Emergency situations will be considered and taken into account dependent on the specific situation if the employee is unable to call before one hour of the start of his or her shift. In order to consider the emergency situation, the employee must bring in documentation regarding the emergency upon return.

Departments may have a separate written process that is disseminated to staff or posted for staff to see regarding additional specific provisions regarding call-in procedures for their areas. If so, such provisions will not conflict with this article. Failure to report an absence and to request sick leave in accordance with the disseminated or posted departmental procedures may be cause for denial of the leave and/or action may be taken in accordance with Article 19 Disciplinary Action. Sick Leave may not be taken until the pay period following the date in which it was accrued.

- H. The University reserves the right to require a physician's statement at any time regarding an employee's illness or injury. Supervisors may also request physician's statements for sick leave used for pre-scheduled doctor's appointments or to care for an ill or injured family member. If so, the supervisor will advise the employee of this requirement prior to returning. If the request for sick leave is due to an employee's own illness, the supervisor may request documentation certifying whether or not the employee is physically able to return to work, the date the condition commenced, and the expected duration of the condition. If the request for sick leave is to care for an immediate family member, the supervisor may request documentation signifying the employee must be off to care for that family member and the expected duration. The employee will be required to provide a physician's statement for all absences longer than ten (10) working days. The University may also request a second medical opinion at the University's expense.



- I. The University may refuse to pay sick leave if it is determined that the claim for sick leave was fraudulent. The University may take action in accordance with Article 19, Disciplinary Action in cases of fraud or sick leave abuse.
- J. Minor sick leave can be used for either long-term or short-term illnesses or injuries as defined in this policy. Employees hired on or after July 1, 1984 only accrue minor sick leave.
- K. Major bank sick leave is used only for absences due to long-term illness as defined below:
- absence of fifteen (15) or more consecutive work days due to illness,
  - absence of fifteen (15) or more nonconsecutive work days in a calendar year for treatment of a chronic illness, such as kidney disease requiring dialysis, and
  - absences that are due to an acutely life threatening illness or injury.
- There may be other extremely unusual circumstances where the use of major bank sick leave is justified. All exceptions must be approved by the Division of Human Resources. Employees hired prior to July 1, 1984 accrue both minor and major bank sick leave. Major bank sick leave may be used by an employee to care for an immediate family member only after minor bank sick leave is exhausted.
- L. Sick leave is accrued only during time actually worked and during paid sick leave, annual leave, holidays, and Leave with Pay as defined under Policy.
- M. Eligible bargaining unit employees who were hired on or after July 1, 1984, accrue up to a maximum of 3.7 minor bank hours every two (2) weeks based on hours worked in the pay period. Eligible bargaining unit employees who were hired before July 1, 1984, accrue additional sick leave up to a maximum of 2.77 major bank hours every two (2) weeks based on hours worked in the pay period. If bargaining unit employees work less than full time, leave accruals will be prorated based on actual hours worked and any paid leave of absence.
- N. The balance of unused sick leave hours in each bank may not at any point in time exceed 1040 hours.
- O. Unless otherwise specified by the employee, absence due to illness will automatically be charged to accrued annual leave after sick leave banks have been exhausted.
- P. An illness which occurs during an employee's annual leave may be charged to sick leave. In this case, a physician's statement verifying the period of illness is required.

- Q. When a holiday falls during the time an employee is on sick leave, the holiday will be charged to holiday pay and not to sick leave.
- R. Only employees whose normal work schedule is eligible for shift differential are paid for sick leave at their shift differential pay amount.
- S. All employees hired prior to August 1, 2017 may convert up to 120 hours of excess minor bank sick leave to cash at a rate equal to 50 percent (50%) of their hourly wage. Following are the minimum accruals required to participate in the program:
- Full-time employees: balances over 600 hours
  - Part-time employees
    - 0.75 to .99 FTE: balances over 450 hours
    - 0.50 to .7499 FTE: balances over 300 hours
- Application for such payment must be made by the Payroll deadline date determined by the Payroll Office. Bargaining Unit employees eligible for the program will get the same notice that all other eligible University employees receive for sick leave sell back.
- T. Upon retirement, or death all **minor** bank hours accumulated above the maximums listed below are paid to the employee or estate at a rate equal to *50 percent (50%)* of the employee's hourly wage multiplied by the number of hours of unused sick leave over the limit, not to exceed 440 hours:

Maximums

- 600 hours for full-time employees
  - 450 hours for employees with a FTE between 0.75 and full-time
  - 300 hours for employees with a FTE between 0.5 and 0.75
- U. Upon retirement or death, an employee or his or her estate is entitled to receive cash payment for all hours of unused **major** bank sick leave at a rate equal to 28.5 percent (28.5%) of his or her hourly wage multiplied by the number of hours of major bank sick leave, not to exceed 1040 hours.
- For those employees not covered by ERA, retirement shall mean termination of employment after having met the retirement eligibility requirements of that Act.
- V. In the following situations, an employee's sick leave balance may be reinstated upon request to Payroll.
1. An employee who was originally hired before 1984 with no break in service who is rehired or reinstated into a position that is eligible to accrue sick leave may resume the rate of accrual that was previously in effect.

2. An employee who is recalled from layoff within six (6) months may have the unused sick leave balance as of the date he/she separated reinstated.
  3. Unused sick leave credits as of the start date of an approved leave of absence will be reinstated upon request if the employee returns within the period of the authorized leave.
  4. Employees rehired within 120 days of separation will resume sick leave accrual at the rate in effect at the time of separation, but will not be given credit for unused sick leave at the time of their separation. Employees rehired or reinstated after the expiration of time limits specified in this section are considered as new hires for sick leave purposes.
- W. An employee returning from approved sick leave, annual leave, family and medical leave, may return to his or her job or an equivalent position. Employees who are released to work, whose injury or illness is covered under the Workers' Compensation Program should contact University Safety and Risk Services Department. A supervisor who has a concern regarding an employee's ability to return to work may request a return to work release from the employee's physician at any time. Employees returning from at least a ten (10) working day absence for medical issues must provide a physician's statement certifying that they are physically able to return to work with or without limitations. An employee may also be sent to Employee and Occupational Health Services (EOHS) by the supervisor to confirm the ability of the employee to return to work by EOHS. If so, such time will be paid. If limitations are identified, they must list the specific limitation. Employees may view their leave banks, including leave hours by accessing [my.unm.edu](http://my.unm.edu)
- X. An employee who is physically unable to work because of a compensable injury or illness under Worker's Comp may use accumulated sick and annual leave to supplement Worker's Compensation. A physician's statement from the treating physician for the Workers' Compensation injury (which could include EOHS) will serve as documentation of the illness.
- Y. An employee using sick leave may also be eligible for FMLA leave (See Article 38 FMLA).

#### **ARTICLE 34. CONTRACTING OF WORK**

The University may contract out work which would normally be performed by employees in the bargaining unit where such action will not result in any bargaining unit employee having his/her classification downgraded, having his/her appointment percentage reduced, or being laid off. Where the University decides to contract work to an outside contracting agency which would normally be performed by employees in the bargaining unit and one or more bargaining unit employees will have his/her classification downgraded, his/her appointment percentage reduced, or his/her position impacted by lay-off, the University will notify the Union of its decision prior to implementation and shall afford the Union 2 weeks to provide a written comment

prior to implementation. The University will consider the recommendations the Union provides.

#### **ARTICLE 35. STAFFING AND WORKLOAD STANDARDS**

The University will make reasonable efforts to provide equitable distribution of work within a unit considering business needs. The University may consider increasing a part-time bargaining unit employee's appointment percentage, may consider giving the employee an interim appointment, or may decide to hire additional staff. The University may also consider re-distribution of staff or positions among departments, shifts, or work sites or other means of alleviating excess workload when other options are available. If the Union has a concern regarding staffing issues in a particular area, they may be brought up at the Labor Management Committee Meeting.

#### **ARTICLE 36. PERFORMANCE REVIEW**

A. Managers will make a reasonable attempt to provide at minimum a performance review for the first 6 months of employment and, thereafter, on an annual basis for each calendar year. The appraisal shall include ratings for specific areas and an over-all rating. The employee provides his/her self-assessment and any comments in the comment section of the Performance Review. The bargaining unit employee may also attach his/her comments to the final performance review, if there is not enough room. The employee may also provide the manager with any supporting documents to help the manager with his/her assessment. The bargaining unit employee and management will sign the final performance review and a copy with any attached comments will be placed in the employee's personnel file. The signature by the employee only indicates that the employee has received the document. The manager will also provide the employee with a copy of the signed document.

- B. An employee's performance will be reviewed in a fair and reasonable manner.
1. Evaluation criteria shall be job and outcome related.
  2. Management may take into account, when evaluating an employee's performance, matters outside an employee's control, such as equipment and resource problems and lack of training. In this case, the employee should give management any supporting information in regards to these types of issues prior to the year end and as early in the process as possible so that the manager may help obtain these resources, if possible, or the goal may be changed, if determined to be necessary by the manager.

C. When performance goals and duties are established, they will include performance and training expectations applicable to the period designated for review. Any changes to the goals or the duties of the employee during the review period will be discussed with the employee. Any updates to the final performance review after it is conducted

and signed by the employee and supervisor must be presented to the employee and the employee and supervisor will provide an updated signature and date.

D. Information regarding the employee's performance during the year that occurred prior to a change in managers or supervisors may be included on the end-of-year performance review. The new manager may take into account any information from the prior manager and/or supervisor and may take into account any information obtained from the employee.

E. If a post-probationary employee disagrees with his/her written performance review, the employee may within sixty (60) calendar days from the date the employee's supervisor signed and presented the performance review form:

- attach a response to the performance review;
- request reconsideration by the next level supervisor; or
- contact the Dispute Resolution Department for assistance. The Dispute Resolution Department will act as a neutral party in identifying and clarifying relevant issues in an attempt to resolve concerns about the performance review.

G. The Employee and the manager may meet periodically to talk about how the employee is progressing and to coach the employee.

H. If a supervisor/manager has not given the employee his/her performance review within 30 days of the performance review deadline, the employee may provide his/her assessment to his/her Dean or Director in writing and request from the Dean or Director that the manager conduct the Performance Review.

### **Article 37. EDUCATION AND TRAINING**

A. The University will establish and maintain education and training policies it deems appropriate. Training is offered as a way to improve a worker's proficiency in carrying out his/her current duties and acquiring skills to meet the needs of the employee and the University.

B. The University may grant employees educational leave without pay for up to 12 months for school attendance to pursue special training, including licenses, certification, sabbatical, and vocational training, if approved by the Department Head. The leave may be extended for up to another 12 months with the approval of the Dean or Director. Requests for leave will be considered based on business needs.

C. The employee making the request will do so in writing. The response will be in writing.

D. Employee's hours may be flexed in accordance with Article 11, Workday, Workweek, and Work Schedules.

- E. The Department will attempt to accommodate work schedules for school attendance, dependent upon business need.

### **ARTICLE 38. FMLA**

A. In compliance with the federal Family and Medical Leave Act (FMLA leave), The University of New Mexico provides eligible employees up to twelve (12) weeks of job-protected leave within a twelve (12) month period for eligible family and medical reasons and/or up to twenty-six (26) weeks for Military Family Leave subject to the conditions outlined herein. The University will comply with all provisions of the Act for eligible employees. FMLA leave is job protected leave which means the employee's department will reinstate the employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms and conditions.

All other provisions of FMLA Leave will apply.

B. To be eligible for FMLA leave, an employee must:

- have been employed for at least twelve (12) months in total in the last seven (7) years, and
- must have worked at least one thousand two-hundred fifty (1,250) hours during the twelve (12) month period preceding the start of the leave.

C. The twelve (12) weeks of FMLA leave may be reduced by other types of leave offered by the University for FMLA qualifying medical conditions of either the employee or a qualified family member. An employee may elect, but is not required, to use accrued annual leave and/or sick leave before, after, or simultaneously with FMLA leave.

D. Eligible employees may take FMLA leave up to a total of twelve (12) weeks within a twelve (12) month period for the reasons listed in Sections 1 through 4 below. Eligible employees may take up to twenty-six (26) weeks of FMLA leave for the reasons stated in Section 5. below; however, this FMLA leave is reduced by any other FMLA leave taken within the twelve (12) month period. The University defines the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. The employee must provide required supporting documentation. Failure to provide requested documentation could lead to denial of the requested leave.

1. Eligible employees may take FMLA leave to care for a child upon birth or to care for a child placed with the employee for adoption or foster care. FMLA leave must conclude within twelve (12) months of the birth or placement. Employees may use annual leave before going on unpaid FMLA leave, but they are not required to exhaust annual leave banks before requesting unpaid FMLA leave.

If both parents are employees of the University, FMLA leave taken to care for a child upon birth or to care for a child placed with the employees for adoption or foster care is limited to a combined total of twelve (12) weeks. FMLA leave taken for the serious health condition of the employee or child would not be subject to the combined limit.

2. Eligible employees may take FMLA leave to care for a member of an employee's immediate family who has a serious health condition as defined in Section 5 below. For the purposes of FMLA leave immediate family includes children, spouse or domestic partner, parents, grandchildren, and siblings.
3. An eligible employee may take FMLA leave when the employee is unable to perform the functions of his or her position because of a serious health condition as defined in Section 5 below.
4. Eligible employees are entitled to FMLA leave because of any qualifying exigency arising out of the fact that the spouse or domestic partner, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

Categories of qualifying exigencies are:

- Short-notice deployment
  - Military events and related activities
  - Childcare and school activities
  - Financial and legal arrangements
  - Counseling
  - Rest and recuperation
  - Post-deployment activities
  - Additional activities not encompassed in the other categories, but agreed to by the supervisor and employee.
5. Eligible employees who are family members of covered service members will be able to take up to twenty-six (26) weeks of FMLA leave in a single twelve (12)-month period to care for a covered service member who is unable to perform daily activities, or who has a serious illness or injury obtained in the line of duty while on active duty. Eligible family members include the spouse or domestic partner, parent, children or designated next of kin as defined in the Act. The twenty-six (26) weeks allowed for this leave will be reduced for any FMLA leave taken for events listed in Sections 1-4 herein.

## E. Serious Health Condition

A serious health condition means an illness, injury, impairment, or physical/mental condition that results in an inability to work, attend school, or perform other regular daily activities and involves:

- any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
- any period of incapacity requiring continuing treatment by a health care provider.

Treatment by a health care provider requires an in-person visit to a health care provider as defined under FMLA. The first in-person treatment visit must take place within seven (7) days of the first day of incapacity. A period of incapacity or treatment is defined as more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- Treatment two or more times within thirty (30) days of the first day of incapacity by a health care provider.
- Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the provider. This includes treatment for chronic conditions which require periodic visits of at least twice a year for treatment by a health care provider. Such conditions can occur over an extended period of time including recurring or episodic periods of incapacity.

Other examples of a serious health condition include, but are not limited to:

- pregnancy or prenatal care
- appendicitis, or
- Permanent/long-term conditions or conditions requiring multiple treatments such as:
  - severe respiratory condition
  - emphysema,
  - severe nervous disorder,
  - injury caused by a serious accident on or off the job, and
  - back condition requiring extensive therapy or surgical procedures.

Serious health conditions do not include short-term conditions such as a minor illness that lasts a few days, and surgical procedures that typically do not involve hospitalization and require only a brief recovery period.



- F. When the need is foreseeable, such as birth or adoption of a child or planned medical treatment, an employee should advise his or her supervisor thirty (30) days before the start of the leave period, or as soon as possible. When possible, the employee should make efforts to schedule leave so as not to disrupt University operations. When thirty (30) days advance notice is not possible, the employee must provide notice as soon as practicable, and generally must comply with normal call-in procedures.
- G. The employee has fifteen (15) calendar days from the date the supervisor provides the employee with the completed Notice of Eligibility and Rights and Responsibilities Form to provide appropriate documentation in support of FMLA leave. If the supervisor does not have sufficient supporting documentation, he or she may request further documentation from the employee before approving or denying FMLA leave. The employee must provide this documentation within seven (7) business days of the request for further documentation so that the supervisor can confirm or deny the FMLA.
- H. The University will require medical certification to support a request for FMLA leave for medical reasons using the forms on the HR website. The University may require a second medical opinion and periodic recertification at the University's expense. In cases of illness, the employee will be required to report periodically, as instructed by his or her supervisor, on his or her leave status and intentions to return to work.

For the employee's own medical leave, the medical certification must include a statement that the employee is unable to perform the functions of his or her position.

For leave to care for a seriously ill family member, the medical certification must include an estimate of the amount of time the employee is needed to provide care.

- I. If medically necessary for a serious health condition of the employee or his or her family member, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the University may require the employee to transfer temporarily to an alternate position that better accommodates recurring periods of absence or a part-time schedule, provided that the position has the equivalent pay and benefits. The medical certification for intermittent leave or leave on a reduced schedule for planned medical treatment, must include the dates on which treatment is expected to be given and the duration of such treatment. The supervisor and employee must agree on the employee's normal schedule or average hours worked each week and document the agreement in writing.
- J. An employee returning to work following a leave of absence due to his or her own serious health condition must submit a physician's statement certifying that the employee can return to work and can perform the essential functions of the job, with or without reasonable accommodations. The University may request the

employee provide the physician's statement up to five (5) days in advance of the employee's anticipated return date. Management may require that the employee provide the information to Employee and Occupational Health Services (EOHS) so that they can provide a final determination whether to release the employee to work.

- K. An employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period. An employee has no right to reinstatement if the employee would not have otherwise been employed at the time of the request for reinstatement.
- L. If an employee fails to return within three (3) work days after an approved leave, including any approved extensions, the employee will be considered to have resigned
- M. While an employee is on FMLA leave the University will continue the employee's group insurance benefits during the period that the employee is on FMLA leave. If the leave is unpaid, the University will bill the employee for that portion of the premium normally withheld from the employee's paycheck.

Dependents of employees who were participants in the Dependent Education Scholarship Program before the employee began FMLA leave can continue in the program while the employee is on FMLA leave as long as the dependent remains eligible.

## **ARTICLE 39. INCLEMENT WEATHER**

### **A. Determination Regarding Closure**

The President will determine if the Albuquerque campus will close. The directors of each branch campus, University Hospital, and other non-UNM organizations will determine if they will close and employees assigned at other employers' facilities will adhere to the reporting requirements of that organization.

It is the employees' responsibility to check regarding early release, delays, or no report conditions. The information will be provided through a variety of resources including TV, radio announcements, UNM's "Snow Hotline," 277-SNOW, the UNM website, UNM e-mail alerts, and/or via the LoboAlerts texting system.

A "delay" means that employees who do not work in critical areas will not be expected to report to work until the time specified in the delay announcements and a closure means that the University will not be opened for the day or will be closed before the end of the regular work day. Employees will be expected to return to their normal shift or work schedule beginning at or after 6 a.m. the following day, unless otherwise specified on the SNOW hotline.

## B. Employees Required to Work during Closure

In the event the University is delayed or closed, certain areas, due to the nature of the activities, will need to remain open. Any employee required by his/her supervisor to work during a delay or closure will be paid for hours worked and shall be granted additional compensatory time off, at the straight time rate, for actual hours worked during the delay or closure. Only employees required to work by their supervisors will receive compensatory time. Compensatory time taken in such cases shall not be considered as time worked for overtime compensation purposes. If the area has also been deemed to be a critical area by the cognizant Vice President, then Directors of those critical activities will clearly communicate to their employees what their work attendance requirements are during severe weather, regardless of what media messages are being conveyed to the larger University population. Directors of critical activities will prepare contingency plans, keep plans updated, and communicate such plans to employees. An employee should direct any questions about job expectations during a delay or closure to his or her supervisor. The administrator of the unit will initiate necessary actions to provide emergency meals and sleeping arrangements, should conditions require.

## C. Work Schedules

During periods of inclement weather, employees are expected to be at work as scheduled, but should take reasonable and safe measures in attempting to meet their employment obligations. Employees who feel they cannot stay due to hazardous driving conditions where they live, have family care responsibilities due to the weather etc. may take time off in accordance with Section E, below. If so, the employees should notify their managers as quickly as possible via telephone or email. Whenever possible, supervisors will accommodate the employee's request. Employees required to work during a closure will not have the option to take time off under Section E.

## D. Absences Due to Delays and Closures

When a delay has been announced, employees in areas not required to work will be expected to report to work at the time indicated by the media and Snow Hotline (277-SNOW) messages.

Time off due to the announced delay or closure will be reported as paid leave and shall not be considered as time worked for overtime compensation purposes. Employees on previously approved sick or annual leave or on a work schedule not affected by the delay are not eligible for the paid leave. During periods of inclement weather both employees and supervisors should keep two (2) major goals in mind:

- the safety and well-being of employees; and

- the need for the University to conduct business on a regular basis.

#### E. Inclement Weather when the University is open

During periods of inclement weather when the University is open, employees are expected to be at work as scheduled, but should take reasonable and safe measures in attempting to meet their employment obligations. Also, an employee may need to leave work early to avoid hazardous driving conditions which may occur late in the day as temperatures drop. An employee's ability to keep regular hours due to inclement weather or hazardous driving conditions may be adversely affected by such things as the employee's own medical or physical limitations, where the employee lives, availability of transportation, and family care responsibilities. Employees who work in non-critical areas who need to take annual leave for this purpose should notify their managers as quickly as possible via telephone or email. Whenever possible, supervisors will accommodate the employee's request. These decisions should be made on an individual basis, taking into consideration the employee's specific situation. Supervisors are expected to be flexible in these situations in accordance with the business needs of the organizations and the reasonable health and safety needs of employees and are encouraged to accommodate the employee's request, when possible. However, it is expected that if the employee's individual situation changes, he/she will attempt to get to work as soon as possible.

If the employee cannot report at the new start time or needs to leave early as noted above, the employee should notify his or her supervisor with the reason for the absence and provide an estimated time of arrival. The employee must request to:

- take annual leave;
- make up the time missed under suitable conditions approved by the supervisor, if operational needs permit (up to two [2] hours); or
- take leave without pay.

#### **ARTICLE 40. COMPLETE AGREEMENT**

The parties agree that all negotiable issues that the parties desired to negotiate have been discussed during the negotiations sessions leading to this Agreement. This Agreement represents the total and complete Agreement between the parties.

No additional negotiations will be conducted on any item, whether contained in this Agreement or not, except by mutual written agreement of the parties.

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be void. However, all other provisions of this Agreement that are not affected by such a decision shall continue in full force and effect.

This Agreement replaces any and all previous Agreements between the parties.

**ARTICLE 41. DEATH IN FAMILY/ BEREAVEMENT**

Eligible employees receive paid leave for an absence due to a death in the employee's immediate family, up to a maximum of three (3) working days. For the purposes of this article, immediate family, is defined to include the employee's spouse or domestic partner, children, parents and present parents-in-law, grandchildren, grandparents, and siblings.

**ARTICLE 42. LOSS OF PROPERTY**

An individual who wishes to make a claim for property loss during the course of an employee's duties due to possible negligence on the part of UNM, may contact Safety and Risk Services (SRS) to make a claim. Filing a claim does not necessarily guarantee payment for such claim.

**ARTICLE 43. DURATION OF AGREEMENT**

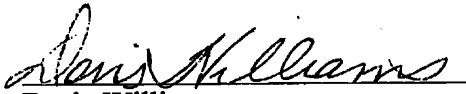
This Agreement is effective as of August 10, 2017 as per the Memo of Understanding signed on that date between United Staff-UNM and the University of New Mexico and shall continue in effect through June 30, 2020. Either party may reopen negotiations on wages, provided written notice is given to the other party no later than February 15<sup>th</sup> of the year in which the party(s) would like to open a limited negotiations in accordance with Article 24, Negotiations Procedure. In this case, negotiations may begin no later than March 1<sup>st</sup>, of the year that the party(s) desire to open a limited negotiations, unless mutually agreed to by the parties.

**ARTICLE 44. SIGNATURES**

The parties affixed their signature to this Agreement.

**US-UNM, Local 6155**

**The University of New Mexico**



Doris Williams,  
President US-UNM, Local 6155

Dorothy Anderson,  
Vice President of Human Resources

6/6/19  
Date

6/25/19  
Date

**APPENDIX A-1**  
**UNM EDUCATION SUPPORT UNIT JOB TITLES**

ACADEMIC ADVISOR  
ACADEMIC ADVISOR, SR  
ADMIN ASSISTANT II  
ADMIN ASSISTANT III  
ADMIN ASST TO ATHLETIC DIRECTOR  
ADMISSIONS OFFICER  
ATHLETIC ADMISSIONS SPEC  
BR/DIV FINANCIAL AID ADVISOR  
BRANCH-STDNT SUCCESS ASSOC  
BUYER  
CHILD CARE WORKER  
CHILD DEVELOPMENT ASSOCIATE  
COORD COOP PURCHASING PROGRAMS  
COORD DATA ENTRY  
COORD DISTANCE EDUCATION  
COORD ENROLLMENT SERVICES  
COORD FACILITIES  
COORD GRAD ASST PROGRAMS  
COORD GRAD PROGRAMS  
COORD GRADUATION  
COORD INSTRUCTIONAL MATERIALS  
COORD INVENTORY CONTROL  
COORD JOB DEVELOPMENT  
COORD PLACEMENT  
COORD PUBLIC EVENTS  
COORD PROCUREMENT CARD SVCS  
COORD PROGRAM SCHEDULING  
COORD PURCHASING  
COORD RECREATIONAL SERVICES  
COORD RECRUITMENT SVS  
COORD RECYCLING  
COORD REGISTRATION  
COORD RESEARCH  
COORD SCHEDULING  
COORD SPECIAL EVENTS  
COORD SPORTS FACILITIES EVENTS  
COORD STAFFING  
COORD STUDENT ACTIVITIES  
COORD STUDENT ADMISSIONS  
COORD STUDENT HOUSING  
COORD STUDENT SVS  
COORD TAMARIND INSTITUTE  
COORD TICKET OFFICE  
COORD, GRAD ACADEMIC ADVISEMENT  
DEVELOPMENT ASSISTANT  
DEVELOPMENT COORDINATOR  
EDUCATIONAL SITE COORD  
FACULTY SERVICES ASST  
FINANCIAL AID ADVISOR  
FINANCIAL AID ASSISTANT  
FINANCIAL AID OFFICER

FISCAL SERVICES TECH  
GRANTS COORD  
INTERNATIONAL PROGRAM ADVISOR  
LIBRARY SERVICES ASSOCIATE (BRANCH)  
LIBRARY INFO SPEC 1  
LIBRARY INFO SPEC 2  
PARKING SERVICES REPRESENTATIVE  
PASTRY CHEF  
PROGRAM COORDINATOR  
REAL ESTATE ASSISTANT  
REPORTER  
SECURITY TECH/CASHIERS  
SERVICE CALL COORDINATOR  
SMALL BUSINESS ADVISOR  
SOUS CHEF

SR STDNT SUCCESS ASSOC/BRANCH  
SR TUTOR  
STAFF INTERPRETOR  
STUDENT PROGRAM ADVISOR  
STUDENT RECORDS SPEC  
STUDENT RECRUITER  
STUDENT SUCCESS SPLST  
STUDENT SUCCESS SPLST, SR  
TEACHER AIDE  
TELEMARKETER  
TESTING ASSISTANT  
TUTOR  
UNIVERSITY HOUSE ASST

APPENDIX A – 2  
UNM OFFICE OF THE MEDICAL INVESTIGATOR (OMI) UNIT JOB TITLES

MORPHOLOGY TECHS  
SR MORPHOLOGY TECHS  
DEPUTY MEDICAL INVESTIGATORS  
SR DEPUTY MEDICAL INVESTIGATORS



**APPENDIX B**

**UNM Staff Salary Range Structure, Effective As of August 1, 2011**

Standard Exempt and Non-Exempt Ranges - Tables SC, SE, and SN

Grd	Minimum			1st Quartile			Midpoint			3rd Quartile			Maximum		
	hourly	monthly	annual	hourly	monthly	annual	hourly	monthly	annual	hourly	monthly	annual	hourly	monthly	annual
3	9.00	1,560.00	18,720.00	9.78	1,695.20	20,342.40	10.56	1,830.40	21,964.80	11.37	1,970.80	23,649.60	12.19	2,112.93	25,355.20
4	9.00	1,560.00	18,720.00	10.08	1,746.33	20,956.00	11.15	1,932.67	23,192.04	12.28	2,128.53	25,542.40	13.41	2,324.40	27,892.80
5	9.00	1,560.00	18,720.00	10.43	1,807.87	21,694.44	11.86	2,055.73	24,668.80	13.37	2,317.47	27,809.64	14.87	2,577.47	30,929.64
6	9.71	1,683.07	20,196.84	11.44	1,928.07	23,784.84	13.16	2,281.07	27,372.84	14.98	2,596.53	31,158.40	16.79	2,910.27	34,923.24
7	10.68	1,851.20	22,214.40	12.58	2,180.53	26,166.40	14.48	2,509.87	30,118.44	16.48	2,856.53	34,278.40	18.48	3,203.20	38,438.40
8	11.59	2,008.93	24,107.16	13.76	2,384.20	28,610.40	15.92	2,759.47	33,113.64	18.20	3,154.67	37,856.04	20.48	3,549.87	42,598.44
9	12.75	2,210.00	26,520.00	15.13	2,622.53	31,470.40	17.51	3,035.07	36,420.84	20.03	3,471.87	41,662.44	22.54	3,906.93	46,883.20
10	14.03	2,431.87	29,182.44	16.65	2,885.13	34,621.60	19.26	3,338.40	40,060.80	22.02	3,816.80	45,801.60	24.78	4,295.20	51,542.40
11	15.29	2,650.27	31,803.24	18.44	3,195.40	38,344.80	21.58	3,740.53	44,886.40	24.90	4,316.00	51,792.00	28.21	4,889.73	58,676.80
12	16.82	2,915.47	34,985.64	20.28	3,514.33	42,172.00	23.73	4,113.20	49,358.40	27.38	4,745.87	56,950.44	31.03	5,378.53	64,542.40
13	18.25	3,163.33	37,960.00	22.18	3,844.53	46,134.40	26.11	4,525.73	54,308.80	30.26	5,245.07	62,940.84	34.40	5,926.67	71,552.04
14	21.90	3,796.00	45,552.00	26.62	4,613.27	55,359.24	31.33	5,430.53	65,166.40	36.31	6,293.73	75,524.80	41.28	7,155.20	85,862.40
15	26.28	4,555.20	54,662.40	31.94	5,536.27	66,435.24	37.60	6,517.33	78,208.00	43.56	7,550.40	90,604.80	49.52	8,583.47	103,001.64
16	31.10	5,390.67	64,688.04	38.11	6,604.87	79,258.44	45.11	7,819.07	93,828.84	52.51	9,101.73	109,220.80	59.90	10,382.67	124,592.04
17	37.32	6,468.80	77,625.60	45.73	7,926.53	95,118.40	54.14	9,384.27	112,611.24	63.01	10,921.73	131,060.80	71.88	12,459.20	149,510.40
18	44.15	7,652.67	91,832.04	54.56	9,457.07	113,484.84	64.97	11,261.47	135,137.64	75.95	13,164.67	157,976.04	86.92	15,066.13	180,793.60
19	52.98	9,183.20	110,198.40	65.47	11,348.13	136,177.60	77.96	13,513.07	162,156.84	91.13	15,795.87	189,550.44	104.30	18,078.67	216,944.04
20	63.58	11,020.53	132,246.40	78.57	13,617.93	163,415.20	93.55	16,215.33	194,584.00	109.36	18,955.73	227,468.80	125.16	21,694.40	260,332.80

**\*Only those grade levels for US-UNM position titles apply.**

Appendix C Insert Logo (if applicable)

## Grievance Form

Step Level (please circle):

Step	1	2	3
------	---	---	---

Grievance filed by (please circle): US-UNM Employee (self-represented)  
UNM

<p><i>Please Print</i></p> <p><b>Name of Grievant:</b> _____</p> <p><b>Department:</b> _____ <b>Job Title:</b> _____</p> <p><b>Work Location:</b> _____</p> <p><b>Immediate Supervisor:</b> _____</p> <p><b>Name of Person (s) alleged to have committed violations:</b> _____</p>
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### Statement of Grievance

1. Circumstances upon which it is based:

2. List applicable contractual violations:

Appendix C continued

**3. Date of alleged violations:** \_\_\_\_\_

**Remedy Sought:**

**Employee grievance:**

**Employee Signature:** \_\_\_\_\_  
Date \_\_\_\_\_

**US-UNM Rep. Signature (if applicable):** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Management grievance:**

**UNM Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_

**Contact Information** (*please print*):

\_\_\_\_\_  
Name Address and Phone Number

# Appendix D

AFT New Mexico, AFT, AFL-CIO

## JOIN THE UNION!

*Please PRINT CLEARLY on all sections. PRESS HARD to print on four copies.*



AFT LOCAL UNION NAME		LOCAL NUMBER	
LAST NAME	FIRST NAME	EMAIL	
JOB TITLE	WORK LOCATION	DATE OF BIRTH	
UNM ID	HOME PHONE	WORK PHONE	
HOME ADDRESS	CITY	STATE	ZIP

I understand that my dues will include the many services and benefits of local, state, and national AFT bodies. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

### AUTHORIZATION FOR MEMBERSHIP DUES WITHHOLDING

I hereby authorize payroll deduction from my salary for the payment of dues as set by the local union. This authorization will remain in effect until I revoke it in writing, unless specified otherwise in the local contract.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## SUPPORT THE UNION'S COMMITTEE ON POLITICAL EDUCATION

I hereby authorize the \_\_\_\_\_ (your employer)

to deduct from my salary the sum of  \$5  \$10  \$20  \$\_\_\_\_\_ (other amount) per pay period and forward the amount to the

\_\_\_\_\_ (your local union) Committee On Political Action (COPE). This authorization is signed freely and voluntarily and not out of any fear of reprisal and I will not be favored or disadvantaged because I exercise this right. I understand this money will be used by the AFT/COPE (AFL-CIO) to make political contributions. This voluntary authorization may be revoked at any time by notifying the \_\_\_\_\_ (your local union) in writing of the desire to do so.

Contributions or gifts to AFT/COPE (AFL-CIO) are not deductible as charitable contributions for federal income tax purpose.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## ACTIVATE \$10,000 OF GROUP LIFE INSURANCE AT NO COST TO YOU

Yes!, I elect \$10,000 of Group Term Life Insurance which is available to me at no cost for one full year as a new AFT member. I want to be covered under the group plan for the benefits which I am or may become eligible for, as requested below. The AFT provides this insurance for one year as a benefit of AFT membership. After one year, I will be invited to continue the insurance.

My beneficiary is to be (please print) \_\_\_\_\_ Relationship \_\_\_\_\_

My gender is  male  female.  I am actively at work (Retirees not eligible)

I hereby certify that all statements and answers in this form are full, complete, and true to the best of my knowledge and belief. I understand that to be eligible for coverage I must be a new AFT member, actively working, and not currently insured under the Group Term Life Insurance plan for AFT members. I understand that my coverage will become effective on the first day of the month following the date this application is signed. The premiums for this insurance are being paid by AFT only for one year from the effective date. Any person who knowingly and with intent to defraud any insurance company or other person files an AFT application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties. For questions, phone toll-free (888) 423-3700 or visit [www.aftbenefits.org](http://www.aftbenefits.org).

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Insurance Activator Form

**APPENDIX E (Attached)**

## APPENDIX F

### MOU-OMI

- A. Management is committed to a safe working environment, and provides disposable and reusable personal protective equipment (PPE) to all employees who work in areas of potential exposure. Employees are required to wear all PPE provided, with the exception that OMI-issued autopsy clogs are worn at the employee's discretion. All new bargaining unit employees who choose to use OMI-issued autopsy clogs will receive one unused pair of autopsy clogs as part of orientation, before beginning training in the autopsy suite. After three (3) years of use, a bargaining unit employee may request a subsequent unused pair.
- B. The OMI procedure manual is web-based and available online. It includes standard operating procedures, safety information and other relevant documents.

## **APPENDIX G**

### **MOU-Scheduling for Sr. Morphology Technicians and Morphology Technicians**

The scheduling of work time for both Senior Morphology Technicians and Morphology Technicians will be done in order of seniority regardless of job titles. Seniority is defined as an employee's length of continuous employment at the University of New Mexico. Classification can be used when there are identical seniority lengths. All other provisions of Article 4, Management Rights and Article 11, Workday, Workweek and Work Schedules shall apply.