

NORTHERN NEW MEXICO COLLEGE



**BOARD OF REGENTS
REGULAR MEETING**

JUNE 28, 2024

NORTHERN New Mexico College



NOTICE

The Board of Regents of Northern New Mexico College will hold a regular meeting on **Friday, June 28, 2024 at 9:00AM**, Via Zoom and in person at Northern New Mexico College, Board Room, Española Campus, Española, New Mexico.

Join Zoom Meeting

<https://nmmc.zoom.us/j/93884181987>

Meeting ID: 938 8418 1987

One tap mobile

+16694449171,,93884181987# US

+16699006833,,93884181987# US (San Jose)

FINAL AGENDA

- I. CALL TO ORDER**
- II. APPROVAL OF AGENDA**
- III. PUBLIC INPUT**
- IV. COMMENTS FROM THE BOARD**
 - A. Board of Regents Subcommittee Reports
 - 1. Recognition of Dr. Denise Montoya – Informational
 - 2. Governance Committee – Action Required
 - 3. Housing Committee – Informational
 - 4. Audit, Finance, Facilities Committee – Informational
 - 5. Academic and Student Affairs Committee – Informational
- V. APPROVAL OF MINUTES**
- VI. PRESIDENT’S REPORT AND ANNOUNCEMENTS**
 - A. Celebrate Northern – Informational
 - B. CUP/NMICC Report – Informational
 - C. NMMC Foundation – Informational
 - D. Introduction of Staff and Faculty – Informational
- VII. FACULTY SENATE PRESIDENT REPORT**
- VIII. STUDENT SENATE PRESIDENT REPORT**
- IX. STAFF REPORTS**
 - A. Provost & Vice President for Academic Affairs
 - 1. Student Services and Academic Affairs Updates – Informational
 - B. Vice President for Finance & Administration
 - 1. Windstream Easement – Action Required

2. The Northern Federation of Educational Employees, AFT-NM, AFL-CIO Adjunct Faculty Bargaining Unit Collective Bargaining Agreement Amendments – Action Required
3. The Northern Federation of Educational Employees, AFT-NM, AFL-CIO Non-Exempt Staff Bargaining Unit Collective Bargaining Agreement Amendments – Action Required

X. EXECUTIVE SESSION

- (1) Limited personnel matters related to the hiring, promotion, demotion, dismissal, assignment, resignation, or investigation or consideration of complaints or charges against an employee;
 - a. President’s Contract
- (2) Bargaining strategy preliminary to collective bargaining
 - a. No items
- (3) Threatened or pending litigation subject to the attorney-client privilege in which the College may be a participant; and
 - a. No items
- (4) Real estate acquisition or disposal.
 - a. No items

XI. VOTE TO REOPEN MEETING - Certification that only those matters described in the Executive Session Agenda were discussed in the closed session; if necessary, final action with regard to certain matters will be taken in Open Session

XII. ADJOURNMENT

In accordance with the Americans with Disabilities Act (ADA), physically challenged individuals who require special accommodations should contact the President’s Office at 505-747-2140 at least one week prior to the meeting or as soon as possible.

Office of the President

NORTHERN New Mexico College



MEMORANDUM

To: Board of Regents,
Northern New Mexico College

From: Hector Balderas, JD, CFE
President

Date: June 28, 2024

Re: Board of Regents Meeting Minutes

Issue

Northern New Mexico College (NNMC) provides, on a monthly basis, Board of Regents Minutes from the previous month for approval.

Recommendation

Staff recommends that the Board of Regents approve the attached Board of Regents Minutes for May 23, 2024 as submitted or if applicable, as amended.

NORTHERN New Mexico College



NORTHERN NEW MEXICO COLLEGE BOARD OF REGENTS MINUTES MAY 23, 2024

A Regular Meeting of the Board of Regents of northern New Mexico College was held on Thursday, May 23, 2024, Via Zoom in the Board Room of Northern New Mexico College, Espanola. Regents Present in person and Viz Zoom: Michael A. Martin, Porter Swentzell, Casandra Batista Daus, Regent Archuleta. Regent Velarde was not in attendance.

Northern New Mexico College Staff Present: President Hector Balderas, JD, CFE, Ivan Lopez Hurtado, PhD, Provost & Vice President for Academic Affairs, Theresa Storey, Chief Financial Officer/Compliance Officer, Matthew Baca, General Counsel, Scott Stokes, Chief Information Officer, Carmella Sanchez, Director, Institutional Research, Vince Lithgow, Accountant, Martin Shupla, Library Director, Sara McCormick, Career Services, Stephanie Lovato, Accountant III, Grants, Haylie Baca, Advisor, Patrice Trujillo, Health and Safety Manager, Jessica Ortiz, Business Office, Accountant III, Arin McKenna, Staff Writer/Reporter, Communications & Marketing, Deborah Trujillo, IT, Chris Trujillo, IT, Maria Cedillo, Senior Project Manager/Database Administrator, Alonso Lopez, Administrative Assistant, Analise Lopez, IT, Ashley Duemmler, STEM Career, Transfer, Internships Coordinator, Sally Martinez, Executive Assistant, Geno Trujillo, Director of Security, Milam Shaw, Communications Coordinator, and Amy Pena, Executive Office Director.

Faculty Present: Scott Braley, Faculty Senate President

Others Present: Tim Crone, Jake Arnold, Joe Ortiz, Daniel O. Trujillo, Jasie Green, John Ussery

I. CALL TO ORDER

Board President Martin called the meeting to order at 9:06AM

II. APPROVAL OF AGENDA

Board President Martin stated he has some changes. We are going to flip Item III and Item V and have the comments from the Board first and have the comments from the Board first and go straight to the audit after public input. We are going to table Items IV and V. With those changes Board President Martin entertained a motion to approve the agenda as amended.

Regent Swentzell moved to approve the agenda as amended. Second – Regent Archuleta. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Daus – yes. Motion passed unanimously.

III. PRESENTATION OF AUDIT BY EXTERNAL FINANCIAL AUDITORS

The External Auditors stated he would like to apologize for not being at the meeting in person. They will be available in the future to present in person. There is a lot of good news to go with the audit. The audit was presented by Jose Ortiz, Daniel Trujillo, Mark Santiago.

The auditors presented the audit to the Board of Regents (attached).

Board President Martin thanked everyone from TKM for the presentation of the audit. This is the first time since Board President Martin and Regent Swentzell have been on the Board of Regents that the College has had a clean audit. Board President Martin thanked staff for reducing the findings from 25 to 6. He would like to note one of the reasons we had a late audit was the problems in getting information from CHESS. That is something we have not control over and we are going to work on that.

Regent Swentzell stated he would like to echo what Board President martin mentioned. The significant progress over the years. He knows the Ms. Storey and the finance team did a lot of heavy lifting. He really appreciates the work done to get this this far. Obviously, there are lingering thing but the improvement is astounding. Several years ago, he thought is there any way out of this. Some of the findings were in a such a state that we didn't know if there was an exit and where it might get us to. There is light at the end of the tunnel. He really appreciates this. It is an ongoing process that has to be reviewed. A lot of work and thank you everyone.

Regent Archuleta thanked everyone who worked on this very hard and behind the scenes that we don't see here that do a lot of work. As a new regent it is nice to see this down to 6. He remembers seeing it in the Rio Grande sun that there were bad audits of the college. He thought if it could even be improved and to see it, it is rewarding.

Regent Batista Daus stated she would like to thank everyone for their hard work on this.

President Balderas stated he would like to thank the Regents for really setting a high standard for accountability and they priorities for last year was trying a different approach. We started earlier, procured an aggressive firm, audit firm. President Balderas thanked the team at Northern, they worked through Christmas, this was a yearlong process. They started earlier in audit season and also worked through some difficult times when we would have an academic calendar. These guys worked a lot of times through holidays and

weekends. You heard tone about building a foundation of accountability. It really did pay off. Finally, there has been an ongoing dialogue with the faculty because he thinks some of the faculty are trying to figure out ways how much we improved because they were skeptical and critical. President Balderas and our General Counsel will prepare a detailed communication to faculty so they can better understand we made a remarkable improvement but it also plays into the confidence legislators now have in our appropriations process. There is aggressive testing and we are already planning our next year's audit and he wants Northern to always be recognized as a fiscal steward with a great reputation. President Balderas wants to commend the Board, management and Theresa Storey and her team and all stakeholders in higher education that are now coming to the table that are now saying in terms of our fiscal affairs in terms of regulatory climate with the higher education department, federal authorities. Today is an opening day of yes, we can, we can be exceptional and operational excellence will be something that we will be communicating and we will be spreading the positive with all our stakeholders.

Board President entertained a motion to approve the audit.

Regent Swentzell moved to approve the audit. Second - Regent Archuleta. **A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Dautz – yes. Motion passed unanimously**

IV. PUBLIC INPUT

None. Board President Martin stated for the Board's information, Steven who contacted the Board of Regents at the last meeting asked to meet with President Balderas instead of Board President Martin and President Balderas has met with him.

Steven who contacted us at the last meeting asked to meet with President Balderas.

V. COMMENTS FROM THE BOARD

A. Board of Regents Subcommittee Reports

1. Housing Committee

Regent Archuleta stated there is no update yet other than meeting with contractors to maybe do some housing possibly in El Rito.

2. Audit, Finance, Facilities Committee

Regent Archuleta stated they had a great meeting yesterday. Fast, short and to the point. Everything was well explained and it will come up in the agenda.

3. Academic and Student Affairs Committee

Regent Swentzell stated the subcommittee did not meet.

4. Recognition of Dr. Denise Montoya

This item was tabled.

5. Governance Committee

This item was tabled.

VI. APPROVAL OF MINUTES

Board President Martin entertained a motion to approve the minutes of April 26, 2024.

Regent Swentzell moved to approve the minutes of April 26, 2024. Second – Regent Batista Dauz.

Regent Swentzell moved to approve the minutes of April 26, 2024. Second – Regent Archuleta. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Dauz – yes. Motion passed unanimously.

VII. PRESIDENT’S REPORT AND ANNOUNCEMENTS

A. Celebrate Northern

President Balderas thanked all staff, community and faculty who helped to make this year’s Commencement a success. Our administrative staff, facilities, security, and communications department all worked hard to ensure that the main ceremony, the High School Equivalency Commencement Ceremony, Nurse Pinning Ceremony and Teacher Education Ceremony all very inspirational and moving and came off without a hitch. The ceremonies were beautiful and moving, and all that work behind the scenes ensured that we could focus on celebrating the success of our students.

President Balderas thanked the Communications Department for the professional headshot project for the new website. They photographed over 100 faculty, staff and student workers and provided professional headshots for our students during a LinkedIn workshop. Our talented Film & Digital Media Art students helped to create the lighting and camera setup for the photoshoot. The faculty and staff photos will help to lift the profile of our new website. I want to encourage anyone who has not had their headshot taken to watch your email for announcements of future sessions so we can have consistent and quality photos on our website.

Some of our dual credit tech students who won statewide competition in the Business Professionals of America National Leadership Conference. They went on to the national conference in Chicago May 10. Great work!

Northern New Mexico College Associate Professor in Engineering Technology Steve Cox got a shout out on KRQE for the work he has been doing with his engineering students and the Española Valley High School MESA (Math, Engineering, Science Achievement) students to develop a glove to relieve Parkinson's symptoms. KRQE is also planning to do a feature on the project for their newscasts and their tech series "New Mexico Frontiers" and The Santa Fe New Mexican picked up the story as well.

Dr. Ana Malinalli X Gutiérrez Sisneros recently participated in two conferences. She served on two panels for the Society for Applied Anthropology's 84th "Enchantment and Transformation" Annual Meeting, which is an international conference, and presented a talk on "Holistic Health Within the Two Worlds of Western and Traditional Ways of Knowing" for the Native American Training Institute Healing and Wellness Institute national conference. Dr. X is always up to engaging in our community.

The last month has been very busy with events on campus.

President Balderas stated Our Native faculty and staff presented a beautiful observance and celebration of the 100th Anniversary of the Native American Citizenship Act of 1924, hosted by our Library Director Martin Shupla. President Balderas stated he would also like to recognize, who is in the audience, Martin Shupla. President Balderas stated Regent Swentzell was there and he really wanted to commend Mr. Shupla really as being the driving force who organized that. We had various leaders throughout the community. This was such an important message and for us to be connected to our Native American communities. Regent Swentzell thanked for the recognition. It was a great event, good attendance. He appreciated in attendance, the speaker that he organized, to bring that critical lens to the topic, not just a celebration but it was a perfect example of a higher education institute bringing that lens to a topic that was little discussed. Mr. Shupla (inaudible). Mr. Shupla thanked the Board and is looking forward these types of events.

We were honored to host the New Mexico Legislative Finance Committee on campus for discussions on campus assessments, capital projects, safety enhancements, and strategies for student success. LFC recently published a report about the growth of online educational opportunities for New Mexican higher education institutions, and they have been touring institutions across the state to assess infrastructure needs and priorities. This was a great opportunity to dialogue with these subject matter experts on how we are working to revitalize and beautify our campuses, while growing our online offerings to meet the needs of students who are seeking alternative options to traditional, in-person education. LFC was pleased with our update about the work of Northern's Buildings Infrastructure & Campus Beautification Committee. We are excited about where Northern is positioned with recent investments from the Legislature, and we look forward to working closely with this group as we move Northern into the future.

The NNMC nursing department invited employers to its annual Nursing Career Day to give graduating students to opportunity to explore potential employment.

Our Teacher Education Department has just earned accreditation from the Council for the Accreditation of Educator Preparation (CAEP). This accreditation recognizes the department for excellence in preparing our next generation of teachers. We're one of only 38 schools to be awarded this honor this year, with a total of 477 institutions holding this accreditation. The Teacher Education Department Team also traveled to Las Cruces to offer onsite enrollment and advisement to interested students and parents.

ENLACE held its Final Celebration Presentations & Awards here, with Senator Leo Jaramillo participating. Thank you, Senator Jaramillo. The event showcased inspiring research and the students' passion for doing something for the community.

The Academic Research Creativity and Scholarship Symposium showcased the great research our faculty and students are doing. Our Arts, Film and Media students shared their creative work at the Student Art Show at the Center for the Arts. And the Ben Lujan Library, Student Services and the Department of Language & Letters students brought students, faculty and staff together to share either their own poetry or works by their favorite poets in honor of National Poetry Month.

The President's Office and the Center of Teaching and Learning hosted a training session on "The Power of 'We': Cultivating a Campus Where Everyone Belongs." Our thanks to Dr. Farjahan Rahman Shawon and Stephanie Sandoval for leading the training. We look forward to continuing to strengthen the work in DEI.

President Balderas wanted to recognize Transform Education New Mexico held an information session here to foster collaboration and engagement around youth-driven education policy. This is a think tank group trying to engage youth driven engagement policy. They see Northern as a safe vehicle to connect the community and looking at ways to innovate education. This was our first time to invite them in and they will be working here for several years investing the out of county dollars. President Balderas new many of these attendees collaboratively.

President Balderas had a great time hosting a banquet to celebrate our outstanding men's and women's basketball teams and honor their resilience, teamwork, and passion for success. They epitomize the spirit of what it means to be a true champion, both in athletics and in life. Board President Martin attended the first event at the gym. President Balderas organized the second event for the students in Albuquerque. They had a wonderful reception, they looked like it was the academy awards. We got an Italian restaurant to cater the event and we safely got them home after visiting Albuquerque. The spirit of the event was to celebrate our academic and student success.

Our El Rito campus hosted and President Balderas and Board President Martin attended the 2024 Artist Mercado during the 36th annual El Rito Arts Festival. We had better bathroom service and had some improvements. We want to celebrate the El Rito staff and volunteers and the El Rito staff who brought success to that event. Board President Martin wanted to thank facilities and security for being at the event as well. It was set up very nicely, the campus looked great and he just wanted to thank everyone.

Student Life ended the year with a Graduation BBQ to celebrate our amazing graduating students!

B. CUP/NMICC Report

President Balderas stated CUP and NMICC are really focused on better identifying student services but for parents. Students that are also parents. Santa Fe Community College led an effort to conduct a student parent survey at 9 institutions in collaboration with NMHED and the Annie E. Casey Foundation. 73 students responded from NNMC which reflected 6% of the total number of student respondents of the 9 institutions that were surveyed. 42% of the NNMC student respondents identified as being parents which is higher than the statewide report of 33% of students who reported as being a parent. The full report will be forthcoming, and a webinar is tentatively planned to discuss the results on July 16 at 1 PM. Legislators will be invited to participate in this webinar, and it will be open to all key stakeholders in higher education to attend as well. There may be grant opportunities available to serve this population of students.

The survey will reveal that students who are parents reported better mental health in comparison to students who are not parents. In some way it might make sense, in some way it might not. We are looking at potential child care options. We will continue to support family needs.

This year there will be changes in legislator seats statewide. NMICC has prepared infographic sheets to share with new legislators to highlight the economic impact the NMICC institutions statewide have in New Mexico. Primary elections will be held in June 2024.

NMICC and CUP are planning a higher education dinner with the Legislative Finance Committee on June 11. Details will be provided soon.

NMHED Funding Formula

There will be a committee meeting held to discuss the funding formula in the next month. We will keep an eye on this.

C. NMMC Foundation

We are up to a total of \$258,690 raised through May 22, 2024. President Balderas will be providing further update in Executive Session.

D. Introduction of Staff and Faculty

President Balderas introduced the following:

Kristen Martinez

Data Technician, Adult Education

Kristen Martinez joins us as the new Adult Education Data Technician. Prior to working here, she was in the dental field for about six years, where her responsibilities included administrative tasks as well as working in and managing other offices. Her experience has provided opportunities for meeting and working with diverse individuals. She believes her interpersonal skills and outgoing personality will be beneficial in helping our students achieve their goals.

We also want to welcome three new Safety & Security Officers: Jared Mata, Jessica Romero and Benjamin Sandoval.

E. College Updates

None.

VIII. FACULTY SENATE PRESIDENT REPORT

Faculty Senate Braley stated the senate had its last meeting of the semester. Mostly administrative and they approved a new course for gen ed. Dr. Braley will be President for another two years. Board President Martin thanked Mr. Braley and thanked him for his leadership and for serving for another two years.

IX. STUDENT SENATE PRESIDENT REPORT

None.

X. STAFF REPORTS

A. Vice President for Finance & Administration

1. The Northern Federation of Educational Employees, AFT-NM, AFL-CIO Faculty Bargaining Unit Collective Bargaining Agreement

Matt Baca, General Counsel stated before he starts, he would like to defer to President Balderas to ask if he has any comments about the process as a whole.

President Balderas stated not technically but shared governance is a core value but always living by that is not always easy, there are disagreements. President Balderas stated he would like to thank all parties that negotiated, we changed strategic approach a little bit, we were not going to use outside counsel, we were going to rely on bargaining units made up of the college team. We went in with a lot of good faith. We were not only trying to mitigate costs and take a chance on our teams to solve our own challenges, but he thought the process was very efficient considering the amount of substance and ground we had to follow. Very positive, we came out really liking each other and he wanted to report that it was important to have a collaborative process even though it was a negotiation and it was a well spirited negotiation. He would like to commend the unions, faculty and bargaining team who was made up of professionals of NNMC leadership.

Matt Baca, General Counsel stated there were amendments to 16 of the 42 articles. Karen Baker Jepsen provided a thorough overview in the memo in the packet putting together the ones that were the most substantive changes. There were some that were not listed but were more administrative. Mr. Martin deferred to Board President Martin as to how he would like to proceed.

Board President Martin stated everyone had a chance to review them asked the Board if they had questions. Board President Martin asked Mr. Crone to join the meeting and get his input.

Mr. Crone stated he would agree with President Balderas. This is the 30th anniversary of negotiations at NNMC. He believes in 30 years we have a matured contract and it was the most successful bargaining we have had. The main reason that we met early with President Balderas and suggested we alter the tone of the negotiations because we are all in this together. It was collaborative, special and also very frank. Mr. Crone thanked the management team who was forthright and they do know the college better now than in the past. We were the first faculty to organize under the public employee bargaining. He would also like to thank the negotiation team. He didn't do much of the work this year, which was awesome. The real credit goes to Dr. Braley, Dr. West and Dr. Vasilic. They carried the water and he was the archive of the past and perhaps an expert witness. They are working on the adjunct faculty and represent the eligible groups. Mr. Crone thanked President Balderas for giving the adjunct faculty the first legitimate hearing. He believes it will be complete next week and they also covered the non-exempt staff at the college. We rotate and have end succession. This year was the Full Time Faculty, this year it was entire contract was open for negotiation.

Board President Martin asked Dr. Braley to give input.

Dr. Braley stated it was his first time being involved and he was impressed all around. This will sound cliché but when reasonable people with different opinions sit down and discuss it is amazing what kind of outcome you can come to. He learned a whole lot more about financials than he would have considered. He was genuinely impressed by how that was handled. The sharing back and forth. We do have to find a better way to pass documents back and forth, because track changes are a nightmare for this type of things. He was genuinely impressed.

President Balderas wanted to commend these individuals that they are referencing in this process, it is all in addition to their day job. That was also probably part of the chaos in exchanging documents is that each of them has professional duties. We would come together in a meeting time but then on our supposed free time we were supposed to review exchange of information. He would like to further elevate credit to those teams that kept it all together during graduation and audit season and all the other teaching and faculty events. This was President Balderas first time as well in terms of collective bargaining in public administration. Credit to everyone.

Regent Swentzell stated it is good to hear over the number of years some of the different tracts and turns the negotiation have taken. To hear about this process went. There should be a natural tension but there should be no reason to be outright at war with each other because you share a common goal of serving the organization. Making sure all the people who served that organization make it fairly and equitable and there is respect to

that tradition of shared governance and caring that forward in a way that is meaningful and not lip service but is part of the fabric of the college. It warms his heart to hear how things went. He knows it has not always been that way, some challenging situations. He is glad it went that way.

Regent Archuleta stated he is glad to hear this. Congratulations to everyone.

Regent Batista Daus congratulated everyone.

Board President Martin entertained a motion to approve the CBA.

Regent Swentzell moved to approve the CBA. Second - Regent Archuleta. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Daus – yes. Motion passed unanimously.

2. Fiscal Watch Report

Theresa Storey, CFO presented the Fiscal Watch Report to the Board of Regents.

Board President Martin entertained a motion to approve the Fiscal Watch Report.

Regent Swentzell asked considering that this under operating funds. He stated there was a number of open positions and he is guessing this is personnel costs and lagging a little behind. Is this behind based on open positions, lagging a little behind. He knows real life doesn't work like this, about 75%. Ms. Storey stated yes. He would say that contributes partially to that. In FY24 we saw a larger distribution or junior bill and so if some of those areas have not been fully expended. Ms. Storey deferred to Mr. Lithgow to see if he had anything to add. Mr. Lithgow stated we are on target with a little bit of a lag. He would agree with Ms. Storey.

Board President Martin entertained a motion to approve the Fiscal Watch Report.

Regent Archuleta moved to approve the Fiscal Watch Report ending May 31, 2024. Second – Regent Swentzell. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Daus – yes. Motion passed unanimously.

XI. EXECUTIVE SESSION

Board President Martin entertained a motion to enter into Executive Session to discuss limited personnel matters. The President's evaluation.

Regent Swentzell moved to enter into Executive Session to discuss only those items listed above. Second - Regent Archuleta. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Daur – yes. Motion passed unanimously.

The Board entered into Executive Session at 10:08AM.

Board President Martin entertained a motion to exit out of Executive Session.

Regent Swentzell moved to executive session and affirmatively stated only those items on the agenda were discussed. Regent Archuleta – second. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Daur – yes. Motion passed unanimously.

XII. POSSIBLE ACTION ON EXECUTIVE SESSION

Board President Martin stated they completed the President's Evaluation and Board President Martin will present that to him. Board President Martin will contact Board President Balderas before the next board meeting and a copy of President Balderas contract will be sent to the to Board of Regents and they should get back to Board President Martin in two weeks with any changes they would like to make. During the next Board of Regents Meeting there will be an They will have an Executive Session.

Regent Swentzell moved to that effect. Second – Regent Archuleta. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Daur – yes. Motion passed unanimously.

XIII. ADJOURNMENT

Board President Martin entertained a motion to adjourn.

Regent moved. Second. Regent Swentzell A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Daur – yes. Motion passed unanimously.

The Board of Regents adjourned – 11:21AM.

Approved:

Michael A. Martin
Board President

Erica Velarde
Vice President

*Office of the President***NORTHERN New Mexico College****MEMORANDUM**

To: Board of Regents
Northern New Mexico College

From: Hector Balderas, JD, CFE
President

Date: June 28, 2024

Re: **Student Services and Academic Affairs Update**

Issue

The following are a list of updates the Provost and Vice President for Academics will present to the Board of Regents regarding Student Services and Academic Affairs:

HLC Initiatives/Preparation

1. Strategic Plan (Design/Implementation phase)
2. Program Reviews, Quality Initiative, Student Success Academy
3. Assurance Argument/Federal Compliance Report (Nov 17, 2025)

Academic Affairs

1. New Department Chair Technical Trades-Joe Padilla
2. New Career and Technical Education Director-Dr. Frank Loera
3. Cosmetology-Renovations to JCI
4. New Cybersecurity Degree (LANL \$377K)
5. Northern Global 100% Online (USIM)-Business, Nursing, Teacher Ed.
6. President's Leadership Academy (10 students)

Student Services

1. Challenge Tomorrow Event-Sara/LANL 9/11/24
2. College Signing Day (EVHS/McCurdy)
3. Sum 2024 Kick-Off! (Sum '24 436 and 2,403 vs Sum '23 305 and 1,861)
4. Fall enrollment (2024) 771 students and 7,414 credit hours
5. EVHS/Dual Credit meeting
6. New NNMCC Collegiate Sign (city limits)
7. New car "give away" for student spring 2025 (Criteria)
8. New Student Lounge
9. New Student Senate President Jasie Green
10. New Accessibility Resource Counselor-Brenda Janot

11. New Financial Aid Director-Sondra Adams
12. New Student Orientation 8/15/24
13. Homecoming (Oct./Nov.)

Recommendation:

This item is informational for the Board of Regents

Chief Financial Officer

NORTHERN New Mexico College



TO: Board of Regents
Northern New Mexico College

FROM: Theresa Storey, Chief Financial Officer

THRU: Hector Balderas, President

DATE: June 28, 2024

RE: Proposal for Easement Agreement with Windstream LLC

Issue:

This memo proposes approval of an easement agreement with Windstream LLC. The agreement would grant them access to a designated area on the college property located at 1140 NM-554, El Rito, NM 87530. In exchange, Windstream LLC would be able to construct and maintain their communication lines and equipment on the property.

Benefits of Granting the Easement:

Granting the easement would allow Windstream LLC to construct and maintain their communication lines in a designated area. This will help to minimize disruption to college operations and the surrounding community in the event of future repairs or upgrades. The easement also has the potential to improve communication infrastructure for the college and the broader community.

Recommendation:

Staff recommends that the BOR approves this agreement as presented.

After recording, please return to:
Windstream Communications, LLC
Attn: Easements
4005 N. Rodney Parham Rd
Little Rock, AR 72212

_____ [space above this line for recording data] _____

WIN Work Order # 731032096 Exchange El Rito (ELRT)

EASEMENT AGREEMENT ~ NEW MEXICO

by and between

GRANTOR NORTHERN NEW MEXICO COLLEGE

a/n (2-letter state abbreviation) NM, a/n (check entity type) corporation, LLC, LP,
partnership, trust, or X other (specify) unit of government of the State of New Mexico

hereinafter referred to in "corporate" terms

and

GRANTEE Valor Telecommunications of Texas, LLC/ dba, WINDSTREAM COMMUNICATIONS, LLC

a/n X Corporation / LLC with local offices at 2027 N. Riverside Dr, Espanola, NM 87532

and having its corporate headquarters at: 4005 Rodney Parham Road, Little Rock, AR 72212-2442.

GRANTOR Mailing Address: 1140 NM-554, EL RITO, NM 87530

PROPERTY located at 1140 NM-554, EL RITO, NM 87530

in/near the City of EL RITO, County of RIO ARRIBA,
NM, as
recorded in Book/Page/Inst _____, and described on attached exhibits.

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained in this Easement Agreement, and the further consideration of the sum of \$0.00 (Zero Dollars), and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which are hereby acknowledged, GRANTOR, its successors and assigns (collectively, the “GRANTOR”) hereby grants and conveys unto the GRANTEE, its successors and assigns:

a perpetual, exclusive right, privilege, and easement (the “Easement”) to construct, install, repair, revise, supplement, inspect, replace, operate, patrol, maintain and, at its option, to remove its communications line, communications system and related equipment (the “Communications Facilities”) in, along, across, above, under, and on the Easement Area located on GRANTOR’s real property (“Grantor’s Property”), which is in the County of RIO ARRIBA, State of New Mexico.

GRANTOR’s Property is more particularly described in EXHIBIT A, and the Easement Area is more particularly described in EXHIBIT B, both of which are attached hereto and made part hereof.

GRANTOR and GRANTEE recognize that the described locations of the Easement Area and the Communications Facilities are based only upon preliminary surveys, and GRANTOR expressly agrees that the Easement Area should ultimately be determined by the actual location of the Communications Facilities where constructed or placed, and that the Easement Area shall also include an area of 1680 feet on all sides thereof. GRANTOR and GRANTEE agree that EXHIBIT B attached hereto shall be deemed to be automatically amended to reflect the actual location of the Easement Area.

GRANTOR and GRANTEE further expressly AGREE as follows:

- 1.) GRANTEE’s Communications Facilities may include the following items and their upgrades: poles, X cables/wires, drains, buildings, fixtures, X conduits, X guys and anchors, manholes, X marker poles, cabinets, fences, gates, and other (list here) _____ that GRANTEE may require.
- 2.) GRANTOR acknowledges and agrees that the Communications Facilities shall remain the property of GRANTEE, and shall be removable at the option of GRANTEE.
- 3.) GRANTEE has the right of ingress and egress to access the Easement Area at all times and in such places as may be necessary or convenient to accomplish the activities permitted in this Easement Agreement (the “Agreement”), and to use such additional portions of GRANTOR’s adjacent lands as may be reasonably required to access the Easement Area and to perform the activities permitted in this Agreement.
- 4.) GRANTEE has the right to relocate the Communications Facilities on the Easement Area, and to make alterations within the Easement Area, with the prior written approval of GRANTOR and subject to the limitations in Paragraph 1 above.
- 5.) GRANTEE has the right to cut and trim any trees and shrubbery growing upon or overhanging the Easement Area and to remove from the Easement Area any trees, brush, roots, undergrowth, debris, buildings, structures or other obstructions that, in GRANTEE’s judgment, should be cut, trimmed or removed to prevent interference with its Communications Facilities; at its option, GRANTEE shall also have the right to mow the Easement Area.

- 6.) GRANTEE will use reasonable efforts to avoid damage to GRANTOR's property, and shall compensate GRANTOR for (or, at GRANTEE's election, shall have repaired) damages caused to fences, gates or other property of GRANTOR as a result of activities undertaken by GRANTEE or on GRANTEE's behalf pursuant to this Agreement.
- 7.) GRANTEE shall compensate GRANTOR by payment of the then-current market value for any growing crops that are actually damaged by the GRANTEE occasioned by entry upon the Easement Area or upon GRANTOR's adjacent lands.
- 8.) GRANTEE shall restore lawn areas removed or damaged in the Easement Area during activity by or on behalf of GRANTEE by seeding or replacement with like sod, at GRANTEE's option.
- 9.) GRANTEE shall, after activity upon the Easement Area and GRANTOR's adjacent property: (a) cause all debris and materials incident to such activity to be removed; (b) fill any excavations; and (c) to the extent reasonably possible, substantially restore the property to its pre-existing state, reasonable wear and tear and damage by casualty or condemnation excepted.
- 10.) GRANTOR has the right to use the surface of the Easement Area for any purpose that does not in any way interfere with GRANTEE's full use of the Easement, and GRANTOR covenants not to use, construct on, or conduct any activity on the Easement Area or that may interfere with the rights conveyed to GRANTEE or with GRANTEE's use of the Easement Area, or which would impair or adversely affect the Communications Facilities.
- 11.) GRANTOR covenants not to place any building or other structure, fence, driveway, or street upon the Easement Area, and covenants not to excavate or change the elevation or grade of the land surface in the Easement Area or the adjacent property without prior written notice to GRANTEE.
- 12.) GRANTOR warrants and covenants: (a) that GRANTEE shall have quiet and peaceable possession, use, and enjoyment of the Easement; (b) that GRANTOR is the owner (lawfully seized in fee) of the real property on which the Easement Area is located; (c) that GRANTOR has the legal right and authority to convey and grant the rights and the Easement in this Agreement; (d) that GRANTOR has done no act to encumber the Easement Area; (e) that GRANTOR will defend title to such real property and the rights hereby granted against the claims of any and all persons; and (f) that GRANTOR shall execute such further assurances of these representations and warranties as GRANTEE deems necessary.
- 13.) GRANTEE's failure to exercise any rights granted herein shall not be construed as a waiver or abandonment of any such rights.

14.) GRANTEE may transfer or assign this Easement only on the written approval of GRANTOR. GRANTEE will record this Easement Agreement at its sole cost and expense, including recording fees, transfer fees, and/or stamp fees that are required by state statute.

15.) GRANTOR may use the Easement Area for any purposes—provided that none of GRANTOR’s uses interfere with GRANTEE’s use of the Easement Area.

16.) GRANTOR warrants and covenants that the Easement granted herein shall be perpetual and shall run with the land.

IN WITNESS WHEREOF, the parties have executed this EASEMENT AGREEMENT to be effective as of the _____ day of _____, 20_____.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURES AND ACKNOWLEDGMENTS ARE ON THE FOLLOWING PAGES.

GRANTOR NORTHERN NEW MEXICO COLLEGE

Name of corporation – line 1 – (may continue on line 2)

Name of corporation – line 2 – (continued from line 1 above)

By: _____

Date: _____

Signature of Authorized Signatory

HECTOR BALDERAS

Printed Name of Authorized Signatory

Title of Authorized Signatory

GRANTEE Valor Telecommunications of Texas, LLC/ dba, WINDSTREAM COMMUNICATIONS, LLC

Name of corporation – line 1 – (may continue on line 2)

Name of corporation – line 2 – (continued from line 1 above)

By: _____

Date: _____

Signature of Authorized Signatory

JOE LUCERO

PRINCIPAL - ROW/PERMITTING

Printed Name of Authorized Signatory

Title of Authorized Signatory

ACKNOWLEDGMENTS ARE ON THE FOLLOWING PAGE AND
MUST BE SIGNED AND SEALED BY A NOTARY PUBLIC.

NOTE:

SIGNATURE/S OF GRANTOR/S MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC
WHO IS NOT AN EMPLOYEE OF A WINDSTREAM COMPANY.

ACKNOWLEDGMENT – CORPORATE GRANTOR

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____

by (print name of person signing for corporation) _____

the (print corporate title of person signing) _____

of (print name of corporation) _____

_____,
who executed in his/her corporate capacity, on behalf of said corporation and as its act and deed.

(seal)

Signature of Notarial Officer

Printed Name

Title (and Rank)

My Commission Expires _____

ACKNOWLEDGEMENT – CORPORATE GRANTEE

STATE OF ARKANSAS

COUNTY OF PULASKI

This instrument was acknowledged before me on the _____ day of _____, 20____

by (print name of person signing for corporation) _____

the (print corporate title of person signing) _____

of (print name of corporation) _____

_____,
who executed in his/her corporate capacity, on behalf of said corporation and as its act and deed.

(seal)

Signature of Notarial Officer

Printed Name

Title (and Rank)

My Commission Expires _____

EXHIBIT A

GRANTOR'S PROPERTY -- LEGAL DESCRIPTION and/or SURVEY

*** SEE ATTACHED ***

EXHIBIT B

THE EASEMENT AREA -- LEGAL DESCRIPTION and/or SURVEY

*** SEE ATTACHED ***

NORTHERN New Mexico College



MEMORANDUM

TO: Board of Regents
Northern New Mexico College

FROM: Karen Baker-Jepsen, Human Resources Director

THRU: Hector Balderas, President

DATE: June 28, 2024

RE: The Northern Federation of Education Employees, AFT-NM, ALF-CIO Adjunct Faculty Bargaining Unit Collective Bargaining Agreement – Approval Request

Background:

Northern New Mexico College (the College) management and The Northern Federation of Education Employees, AFT-NM, ALF-CIO Adjunct Faculty Bargaining Unit leadership teams negotiated several articles from the Collective Bargaining Agreement (CBA), which runs through June 30, 2025. We would like to thank the following management leadership team: Hector Balderas, Theresa Storey, Dr. Larry Guerrero, Karen Baker-Jepsen, Matt Baca, and the Northern Federation of Education Employees, AFT-NM, ALF-CIO Adjunct Faculty Bargaining Unit leadership team: Anthony Ballas, Kelvin Rodriguez, Aspen Ballas, Charles Knight, Marcos Balido, and Tim Crone.

Overview:

The following is a summary of the changes agreed upon through negotiations to the CBA.

ARTICLE 15: ACADEMIC CALENDAR AND WORK YEAR

President's Day was added as an observed holiday.

ARTICLE 25. SALARY PROCEDURE

The salary procedure was revised to include the Letter of Appointment Process. This process reflects significant changes in the way Adjunct Faculty receive their Letters of Appointment and the timing of the first paycheck each semester. The process allows for Provost approval, Budget review/approval, Human Resources (HR) and Adjunct Faculty identification of any potential errors, and issuance of the LOA to the Adjunct.

The process was developed by a group consisting of members from Human Resources, Adjunct Faculty, Administrative Assistants, Fulltime Faculty, and Information Technology (IT). The goal is that changes to this process will continue to be made collaboratively and will address payroll system limitations, new automation features, or other Human Resources/Payroll related issues. These changes will be published as they are implemented, and all Adjunct Faculty will be promptly notified of all changes.

ARTICLE 26. COMPENSATION

The matrix outlining the rate per credit hour was updated to reflect a 10% increase in the rates.

The proration factors for courses with less than ten students was added to mirror the proration rates for Fulltime Faculty who are teaching course overloads. This includes a flat rate of 40% of the regular rate for courses with less than five students enrolled. In addition, adjuncts who agree to teach courses with less than five students enrolled will be given a \$250 retention bonus paid after the completion of the course.

Management agreed to create an internal peer review process that includes Adjunct Faculty in order to improve the effectiveness and efficiency of the approval process for online courses.

Adjunct Faculty serving as Faculty Senators will be compensated \$400 per semester for the duration of this agreement to attend Faculty Senate meetings. This replaces the \$20 per hour existing rate.

The number of Adjunct Faculty members that can serve as senators is increased from no more than two to no more than three adjuncts per Faculty Senate meeting.

Recommendation:

The union membership ratified its revised content on June 25, 2024. We recommend that the Board of Regents review and approve the revised CBA attached. Thank you for your consideration.

AGREEMENT BETWEEN

THE NORTHERN NEW MEXICO COLLEGE

BOARD OF REGENTS

AND

THE NORTHERN FEDERATION OF EDUCATIONAL EMPLOYEES,

AFT-NM, AFL-CIO

ADJUNCT FACULTY BARGAINING UNIT

EFFECTIVE THROUGH JUNE 30, 2025

Table of Contents

Article 1. INTRODUCTION	4
Article 2. RECOGNITION	5
Article 3 - DEFINITIONS	6
Article 4. DISCRIMINATION	7
Article 5. AGREEMENT CONTROL	8
Article 6. MANAGEMENT RIGHTS	9
Article 7. FEDERATION RIGHTS	10
Article 8. EMPLOYEE INVESTIGATIONS	11
Article 9. ACADEMIC FREEDOM	12
Article 10. PROGRESSIVE DISCIPLINE AND TERMINATION	15
Article 11. GRIEVANCE PROCEDURE	16
Article 12. PERSONNEL FILES	19
Article 13. SUSPENDED PROGRAMS	20
Article 14. ADJUNCT FACULTY RESPONSIBILITIES AND DUTIES	21
Article 15. ACADEMIC CALENDAR AND WORK YEAR	22
Article 16. FACULTY EVALUATION	23
Article 17. LEGAL LEAVE	24
Article 18. COMMITTEES	25
Article 19. VACANCIES AND JOB PLACEMENT	26
Article 20. WORKLOAD	27
Article 21. INTELLECTUAL PROPERTY	28
Article 22. FACILITIES, EQUIPMENT, AND SUPPORT	29
Article 23. HEALTH AND SAFETY	30
Article 24. TUITION WAIVER	31
Article 25. SALARY PROCEDURE	32
Article 26. COMPENSATION	33
Article 27. NO STRIKE OR LOCKOUTS	35
Article 28. NEGOTIATING PROCEDURES AND DATES	36
Article 29. AGREEMENT COPIES	37
Article 30. COMPLETE AGREEMENT	38
Article 31. SEVERABILITY	39
Article 32. AGREEMENT DURATION	40

Article 33. SIGNATURES..... 41
Appendix A 42

Article 1. INTRODUCTION

This agreement is entered into by the Northern New Mexico College, hereinafter referred to as the College and the AFT-New Mexico Northern Federation of Educational Employees #4935, hereinafter referred to as the Federation. It is the purpose of this Agreement to promote harmonious relationships between the Federation and the College, to establish a peaceful procedure for the resolution of differences and to establish rates of pay, hours of work, and other terms and conditions of employment.

Article 2. RECOGNITION

The College recognizes the Federation as the exclusive representative for all adjunct faculty members.

Article 3 - DEFINITIONS

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

3.2 "NNMC" shall mean Northern New Mexico College.

3.3 "Bargaining Unit" shall mean all adjunct faculty members at NNMC who do not hold a staff contract with the institution.

3.4 "College" shall mean Northern New Mexico College or NNMC.

3.5 "Federation" shall mean the AFT-New Mexico Northern Federation of Educational Employees #4935.

3.6 "Board" shall mean the Northern New Mexico College Board of Regents.

3.7 "Faculty" shall mean all Bargaining Unit faculty members unless explicitly stated otherwise.

3.8 "President" shall mean the chief executive officer of Northern New Mexico College.

3.9 "Chair" shall mean the Department Chair for each academic unit with a designated Chair, and the Dean of the College for those academic units with a designated Dean.

3.10 The use of one gender term shall be interpreted as including all genders.

3.11 "Day" shall mean one working day (Monday through Friday) when the College is open.

3.12 "Administration or Administrator" shall mean any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Academic Affairs/Provost, President, or their designee.

3.13 "Deadline" shall mean any deadline in the agreement that falls on a non-working day shall be moved to the next working day.

3.14 "Contact hour" shall mean a measure that represents an hour of scheduled instruction given to students. A semester contact hour is normally granted for satisfactory completion of one 50-minute session of classroom instruction per week for a semester of not less than fifteen weeks.

3.15 "Credit hour" shall mean a measure that represents a session of instruction. A credit hour could be of three types: T (theory) that consists of 50-minutes of instruction (or one contact hour); S (studio) that consists of 100-minutes of instruction (or two contact hours); and L (lab) that consists of 150-minutes of instruction (or three contact hours).

Article 4. DISCRIMINATION

The College shall adopt a Board policy protecting all employees from discrimination, which shall be incorporated herein as a condition of this Agreement.

Article 5. AGREEMENT CONTROL

5.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the United States of America and the State of New Mexico.

5.2 If any College policy, regulation, handbook, or directive conflicts with any provision of this Agreement, the Agreement provision will control.

5.3 This Agreement may only be modified or waived through a written agreement between the College and the Federation.

5.4 The College will not implement any change that specifically conflicts with, and will abide by, the terms of this Agreement and applicable College policies, rules, handbooks and regulations. The Federation and the adjunct faculty will abide by the conditions of this Agreement and applicable College policies, rules and regulations.

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

5.6 Any proposed addition, deletion, or change to any provision of the NNMC Faculty Handbook that involves terms and conditions of employment of adjunct faculty bargaining unit members may be negotiated by the College and the Federation into this Agreement.

Article 6. MANAGEMENT RIGHTS

The supervision of all adjunct faculty members, the management of all campuses, instructional programs, and College facilities is the responsibility and obligation of the Board of Regents and the College Administration. Management retains all rights not specifically limited by this Agreement.

Article 7. FEDERATION RIGHTS

The following rights and privileges shall be granted exclusively to the Federation as exclusive representative for all employees in the bargaining unit. These rights shall not be granted to any other employee organization.

7.1 The College shall provide payroll deduction of Federation membership dues for employees who authorize in writing the deductions in an amount specified by the Federation. Requests for such deductions shall be honored by the College and provided the deduction request is submitted to the College's payroll office on a properly executed authorization form, of which a copy is attached to the Agreement (Appendix A). The authorizations may be submitted to the payroll office at any time and the deductions will commence in a timely manner. Normally, in order for the deduction to be reflected at the payday discussed in ARTICLE 25 (SALARY PROCEDURE), the authorization must be submitted to the payroll office by the 30th or the 15th of the month, respectively. The College agrees to transmit the amount collected to the Treasurer of the Federation in a timely manner, normally within fourteen (14) workdays. Dues deductions may be discontinued or revoked by the instructor by filing such notice with the Treasurer of the Federation with a copy to the College payroll office duly signed by the instructor. The College will discontinue the dues upon receipt of the copy in the same manner as the initial authorization. Dues deductions shall continue shall continue without further authorization for the term of this Agreement unless the authorization is revoked by the instructor as provided herein. The Federation shall notify the payroll office of any change in the amount to be deducted which shall be implemented in the same manner as authorizations. The Federation and its membership and members of the bargaining unit agree to hold the College safe and harmless against any legal action concerning compliance with this provision.

7.2 The Federation shall be permitted to use bulletin board space on the Faculty bulletin boards at the Espanola Campus and the El Rito campuses to post Federation announcements and information. Prior to posting, said material will be submitted to the College for approval.

7.3 Representatives of the Federation and its affiliates shall be granted access to College buildings to conduct Federation business provided prior notice is given to the College's Director of Human Resources. Such Federation business shall not interfere with the duty schedule of the instructor(s) involved nor interrupt the business or activities of the College.

7.4 The Federation shall be allowed to schedule and conduct meetings at College campuses in accordance with the College's Facilities Use Policy and through the approval process of the Facilities Committee.

7.5 Federation officers and its members shall have the right to distribute Federation materials approved by the College's Human Resources Director and meet with management for the purposes of settlement of grievances or disputes regarding this Agreement so long as doing so does not interfere with instruction.

Article 8. EMPLOYEE INVESTIGATIONS

8.1 The College has the right to investigate all allegations of adjunct faculty misconduct.

8.2 An adjunct faculty member may be placed on administrative leave with pay during an investigation involving the adjunct faculty member.

8.3 When necessary, during an investigation, the college may enter an adjunct faculty member's office if the adjunct faculty has an office assigned. The affected adjunct faculty member and his/her Federation representative shall be given reasonable notice prior to entering the adjunct faculty member's office. The adjunct faculty member and/or Federation representative may observe, but not interfere with, the college's entry of the office to conduct an investigation. For purposes of this paragraph, reasonable notice shall be at least 24 hours' notice in writing, prior to entry of the office.

8.3.1 Under exigent circumstances such as, but not limited to, an emergency affecting safety and security or allegations of criminal activity, the college may enter an adjunct faculty members office to conduct an initial investigation and/or to secure property, data, documentation or other items stored within the office. Within one work day of an entry under paragraph 8.3.1, the college shall notify the affected adjunct faculty member and his/her Federation representative.

8.4 When the adjunct faculty member is under investigation, the adjunct faculty member may be represented by a Federation representative in any meetings with the College.

8.5 During investigation, no documentation or information related to the matter under investigation will be placed in the adjunct faculty member's personnel file or released publicly unless required by law. If the investigation does not result in disciplinary action, no documentation will be placed in the adjunct faculty member's personnel file.

8.6 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 11 (GRIEVANCE PROCEDURE) if the action is alleged to constitute a violation of this Agreement.

8.7 The parties acknowledge the need for expeditious investigations and agree to cooperate in achieving that goal.

Article 9. ACADEMIC FREEDOM

The personal life of an adjunct faculty member is not a proper concern of the College, provided that it does not adversely affect or interfere with the faculty member's effectiveness in fulfilling his or her professional obligations.

The College is committed to the promotion of responsible academic freedom for its adjunct faculty and students. The major premise of academic freedom is that open inquiry and expression by adjunct faculty and students is essential to the College's mission. Academic freedom shall be understood to include but not be limited to the following:

9.1 Academic freedom means that both adjunct faculty members and students can engage in intellectual debate without fear of censorship or retaliation.

9.2 Academic freedom establishes an adjunct faculty member's right to remain true to his or her pedagogical philosophy and intellectual commitments. It preserves the intellectual integrity of our educational system and thus serves the public good.

9.3 Academic freedom in teaching means that both adjunct faculty members and students can make comparisons and contrasts between subjects taught in a course and any field of human knowledge or period of history.

9.4 Academic freedom gives both students and adjunct faculty the right to express their views — in speech, writing, and through electronic communication, both on and off campus — without fear of sanction, unless the manner of expression substantially impairs the rights of others or, in the case of adjunct faculty members, those views demonstrate that they are professionally ignorant, incompetent, or dishonest with regard to their discipline or fields of expertise.

9.5 Academic freedom gives both students and adjunct faculty the right to study and do research on the topics they choose and to draw what conclusions they find consistent with their research, though it does not prevent others from judging whether their work is valuable and their conclusions sound. To protect academic freedom, universities should oppose efforts by corporate or government sponsors to block dissemination of any research findings.

9.6 Academic freedom means that the political, religious, or philosophical beliefs of politicians, administrators, and members of the public cannot be imposed on students or adjunct faculty.

9.7 Academic freedom gives adjunct faculty members and students the right to seek redress or request a hearing if they believe their rights have been violated.

9.8 Academic freedom protects adjunct faculty members and students from reprisals for disagreeing with administrative policies or proposals.

9.9 Academic freedom gives adjunct faculty members and students the right to challenge one another's views, but not to penalize them for holding them.

9.10 Academic freedom protects an adjunct faculty member's authority to assign grades to students, so long as the grades are not capricious or unjustly punitive. More broadly, academic freedom encompasses

both the individual and institutional right to maintain academic standards.

9.11 Academic freedom gives adjunct faculty members substantial latitude in deciding how to teach the courses for which they are responsible.

9.12 Academic freedom guarantees that serious charges against a adjunct faculty member will be heard before a committee of his or her peers. It provides adjunct faculty members the right to due process, including the assumption that the burden of proof lies with those who brought the charges, that adjunct faculty have the right to present counter-evidence and confront their accusers, and be assisted by an attorney in serious cases if they choose.

9.13 Academic freedom includes the assessment of student academic performance, including the assignment of particular grades and the following principles in assigning grades: (1) the individual adjunct faculty member has the responsibility for the assignment of grades; (2) students should be free from prejudicial or capricious grading; and (3) if the adjunct faculty does not initiate a change of grade, no grade may be assigned or changed without following the Grade Appeal Process of NNMC. The review of a student complaint over a grade should follow the current procedure established by the Scholastic Standards Committee.

9.14 Academic freedom does not mean an adjunct faculty member can harass, threaten, intimidate, ridicule, or impose his or her views on students, college adjunct faculty members, staff members, college administrators, and other members of the college community.

9.15 Student academic freedom does not deny adjunct faculty members the right to require students to master course material and the fundamentals of the disciplines that adjunct faculty teach.

9.16 Neither academic freedom nor tenure protects an incompetent adjunct faculty member from losing his or her job. Academic freedom thus does not grant an unqualified guarantee of lifetime employment.

9.17 Academic freedom does not protect adjunct faculty members from colleague or student challenges to or disagreement with their educational philosophy and practices.

9.18 Academic freedom does not protect adjunct faculty members from non-college penalties if they break the law.

9.19 Academic freedom does not give students or adjunct faculty the right to ignore college regulations, though it does give adjunct faculty and students the right to criticize regulations they believe are unfair.

9.20 Academic freedom does not protect students or adjunct faculty from disciplinary action, but it does require that they receive fair treatment and due process.

9.21 Academic freedom does not protect adjunct faculty members from sanctions for professional misconduct, though sanctions require clear proof established through due process.

9.23 Neither academic freedom nor tenure protects a adjunct faculty member who repeatedly skips class or refuses to teach the classes or subject matter assigned.

9.24 Academic freedom does not allow an adjunct faculty member to prevent a talk or a performance.

9.25 Academic freedom does not protect an adjunct faculty member from investigations into allegations of scientific misconduct or violations of sound college policies, nor from appropriate penalties should such charges be sustained in a hearing of record before an elected adjunct faculty body.

9.26 Control of presentation includes selection of subject matter including online resources (e.g. publisher's website content) to be covered and of textbooks and other materials to be used. Because these choices are reflected in various administrative concerns, decisions as to topic coverage and selection of texts and materials are subject to the approval of the adjunct faculty member's immediate supervisor and shall be aligned with the academic department requirements. Mindful of the importance of academic freedom, the immediate supervisor shall not disapprove an adjunct faculty's decision in these areas arbitrarily or without justifiable cause. In the event adjunct faculty members believe disapproval of their texts or materials by their supervisor is unjust, they may appeal to the next higher administrative level as explained in the grievance procedure.

Article 10. PROGRESSIVE DISCIPLINE AND TERMINATION

10.1 The Federation and the College agree that the general purpose of discipline is to correct unsatisfactory performance and/or misconduct. Progressive discipline may be utilized when management determines that the merits of a particular case warrant such an approach. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

10.2 Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. Examples of the least severe discipline consist of verbal and written warnings. More severe disciplines consist of written reprimands, suspensions and terminations.

10.3 The adjunct faculty member shall be entitled to Federation representation at any meeting called to deliver a written warning, administer a letter of reprimand or more severe disciplinary action or any meeting which may result in discipline.

10.4 An adjunct faculty member may be dismissed for cause accordance with this Article.

10.4.1 The supervisor shall inform the adjunct faculty member whose contract is intended to be terminated, in writing, of the reason(s) for the suggested termination (Notice of Charge). For the period that the adjunct faculty member remains on contract, the supervisor may place the adjunct faculty member on leave with pay.

10.4.2 The adjunct faculty member against whom the Notice of Charge is directed shall submit a written response to the charges within five (5) working days after receiving the Notice of Charge and shall state in the response whether the Faculty member will be represented by a union representative, attorney or other advisor at the meeting with the supervisor. If the faculty member does not submit a timely written response to the charge, the supervisor may take final action.

10.4.3 If the adjunct faculty member submits a timely written response to the charges, the Provost must meet with the adjunct faculty member within ten (10) working days prior to issuing a final decision.

10.4.4 Appeal to the President. The adjunct faculty member may appeal his employment termination to the President by submitting a written request within five (5) working days of the Provost's decision. Such appeal shall be decided by the President based on a review of the Provost's reasons listed in the Notice of Dismissal with any supporting documentation, the adjunct faculty member's written request for appeal, and the original written response to the charges. No additional meeting will be conducted and no other documentation will be received by the President. The President shall issue a final decision within ten (10) working days of the receipt of the written request for appeal.

Article 11. GRIEVANCE PROCEDURE

11.1 Purpose

The purpose of this grievance procedure shall be defined as a claim that a provision or provisions of this agreement have been violated. The Federation and the College agree that this is the only grievance procedure available to adjunct faculty members of the bargaining unit.

11.2 Definitions

- a. A “grievance” shall be defined as a dispute pertaining to a claim that alleges a violation of this Agreement.
- b. A “grievant” shall be any adjunct faculty member, group of adjunct faculty members, or the Federation.
- c. “Days” shall mean workdays and shall not include holidays or recesses observed by the College.

11.3 Procedures

- a. Grievance proceedings shall be kept informal and confidential at all levels of this procedure. Breach of confidentiality may result in disciplinary action.
- b. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
- c. If the College fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
- d. If the grievant fails to comply with the grievant’s time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.
- e. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
- f. A grievance shall not be considered unless the grievant files the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action that precipitated the grievance.
- g. No reprisal or retaliation by any party to the grievance shall be taken against any party as a result of participation in the proceeding of a grievance.
- h. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
- i. An adjunct faculty member, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. At any hearing of a grievance brought individually by an adjunct faculty member, the Federation as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment made shall be consistent with the provisions of this Agreement.
- j. If a grievance affects a group of two or more adjunct faculty members of the bargaining unit or involves a decision or action by the College that has a system-wide impact, the Federation may submit the grievance on behalf of the affected adjunct faculty members at Level Two of this procedure. The parties may submit this grievance at Level One if all of the members of the bargaining unit affected by the grievance have the same supervisor.

- k. The parties shall cooperate in any investigation that may be necessary in order to expedite the process.
- l. All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.
- m. All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in an Appendix of this Agreement.
- n. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-instruction time.
- o. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.

11.4 Level One

- a. A grievant shall first submit the grievance in writing to the grievant's immediate supervisor, either directly or through the grievant's Federation representative, with the objective of resolving the issue informally.
- b. If the grievance is not resolved with the immediate supervisor, or the immediate supervisor has not responded within ten (10) workdays of the grievance filing, a grievance may be filed at Level Two.
- c. If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. Management may defer the grievance back to Level One if the supervisor at that level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of receipt of the grievance.
- d. If the grievant is not satisfied with the immediate supervisor's disposition, the grievant may appeal the grievance to Level Two (the Dean) no later than ten (10) days following the receipt of the immediate supervisor's decision.

11.5 Level Two

- a. No later than ten (10) days following receipt of the written grievance, the Dean shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to question witnesses brought by the other party.
- b. No later than ten (10) days following the conclusion of the meeting, the Dean shall submit the written response to the grievant and the Federation.

11.6 Level Three

- a. If the grievance is not settled at Level Two and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Three (Provost), it shall be appealed, in writing, to the Provost within ten (10) workdays after receipt of the decision at Level Two.
- b. No later than ten (10) days following the conclusion of the meeting, the Provost shall submit the written response to the grievant and the Federation.

11.7 Level Four

- a. If the grievance is not settled at Level Three and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Four (President or designee),

it shall be appealed, in writing, to the President within ten (10) workdays after receipt of the decision at Level Three.

- b. Within ten (10) workdays the President, or the designated representative, provided said person has not been previously involved in Levels One, Two or Three, shall discuss the grievance with the grievant(s) and Federation representatives, if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) workdays following such meeting.

11.8 Arbitration

- a. If both the grievant and the Federation are not satisfied with the President's written disposition, the Federation may appeal the grievance to arbitration by submitting a written request for arbitration to the President no later than ten (10) days following the receipt of the President's or designee's written decision.
- b. The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.
- c. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
- d. The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to add to or subtract from or extend or detract from the rights of employees covered by this Agreement.
- e. The arbitrator's decision shall be final and binding on the parties.
- f. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the cost.

Article 12. PERSONNEL FILES

12.1 The College shall maintain one (and only one) official personnel file for each member of the adjunct faculty.

12.2 The file will be located in the Office of Human Resources.

12.3 An adjunct faculty member will be permitted to review the material contained in his or her file. At the time the file is reviewed, the faculty member shall sign and date a form maintained in the personnel file.

12.4 The College will provide a faculty member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the faculty member. The faculty member may submit a written response to any document placed in the faculty member's personnel file. This response shall also be placed in the faculty member's file.

12.5 An adjunct faculty member may be accompanied by an Association representative while reviewing his or her file. In addition, a faculty member may allow a Federation representative to view his or her file provided that the faculty member makes such authorization in writing. The Human Resources Director or his or her designee must be present during any review of personnel files.

12.6 An adjunct faculty member may request a copy of his or her personnel file at any time. The copy will be made available to the adjunct faculty member within three (3) working days at the current cost per copy.

12.7 Adjunct faculty members may also place in their file materials relevant to their academic qualifications, teaching, research, scholarship, and service.

12.8 If a member of the Bargaining Unit considers material in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request to the Provost in writing that the material be removed. The Provost shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the Provost explains to the adjunct faculty member why it is still relevant. However, "core documents" such as contracts, legal settlements, and notices of disciplinary action, shall remain in an adjunct faculty member's personnel file irrespective of age.

12.9 All material placed in an adjunct faculty member's file is subject to the grievance procedure if the placement is alleged to violate this Agreement.

Article 13. SUSPENDED PROGRAMS

13.1 The College shall determine whether or not to continue, discontinue, or re-institute programs.

13.2 The Federation may make recommendations to the College on the continuance, discontinuance, or institution of programs. The College will consider the Federation recommendations.

Article 14. ADJUNCT FACULTY RESPONSIBILITIES AND DUTIES

14.1 Professional Ethics

An adjunct faculty member shall demonstrate respect for the students, college faculty members, staff members, college administrators, and other members of the college community in their role as intellectual guides, foster honest academic conduct, and promote an atmosphere that is conducive to learning and the acquisition of scholarly standards. They shall strive to help each student realize his or her potential as a worthy and effective member of society.

14.2 Collegial Respect

An adjunct faculty member will demonstrate respect for their colleagues, uphold academic ethics, collaborate, and model the culture of the academy. In fostering an environment of collegial respect, adjunct faculty will observe basic etiquette, honor each other's intellectual domain and individual strengths while collectively working towards meeting the needs of students in fulfillment of NNMC's mission.

14.3 Adjunct faculty duties

Each adjunct faculty member shall be responsible for the following:

- a. Become familiar with College policies and procedures
- b. Be able to explain to students the course content and requirements and distribute a course syllabus during the first day of scheduled class
- c. Meet every assigned class at its designated time except for illness, emergency situations, and approved absences
- d. Assume responsibility for the security of College facilities and equipment
- e. Maintain a classroom that is conducive to learning and indicate a sincere interest in students' education
- f. Arrange for equipment, supplies, and materials necessary for instruction
- g. Advise students concerning academic achievement, absences, and tardiness that might jeopardize satisfactory progress
- h. Emphasize to all classes the importance of prompt, regular and continuous class attendance
- i. Maintain accurate scholastic records of students enrolled in each class, and submit course enrollment correction forms to the registrar by due date, and grade reports to the Registrar's Office by due date
- j. Refer students who need special consideration to the appropriate student services
- k. Report all irregularities, questions, or problems concerning instruction to the department supervisor
- l. Keep credentials and certifications (as required) current and on file in the Human Resource Office
- m. Conduct assigned classes in accordance with the stated philosophy and objectives of the College and in accordance with the approved master course syllabus
- n. Submit midterm and final grades on time.
- o. Submit student learning outcomes assessment and relevant accreditation documentation when required.
- p. Participate in all activities directed by the supervisor related to student learning outcomes assessment and accreditation processes when they are required by the program of study
- q. Recommend course textbook
- r. Recommend the selection of library books, reference materials, and periodicals for the Library

Article 15. ACADEMIC CALENDAR AND WORK YEAR

15.1 The work year is normally defined by the academic calendar, which is approved by the Administration after consultation with the Federation.

15.2 The academic calendar for Fall shall begin with the convocation week and shall end with the date that final grades are due for the Spring semester. Adjunct faculty are encouraged to attend the Fall and Spring convocation week events and the Fall and Spring Graduation ceremonies.

15.3 The following holidays will be observed during the term of this Agreement:

- a. Labor Day
- b. Fall Break as defined in the Academic Calendar
- c. Veteran's Day
- d. Thanksgiving, the Wednesday prior, and the Friday following
- e. All days when the college is closed for Winter Break
- f. Martin Luther King's Birthday
- g. Good Friday
- h. Spring Break as defined in the Academic Calendar
- i. Presidents Day

Article 16. FACULTY EVALUATION

Evaluation of adjunct faculty members will be consistent with NNMC's Mission, Vision, Strategic Goals, and Core Values.

16.1. Evaluation. All adjunct faculty members of the Bargaining Unit will participate in a semester evaluation. This evaluation will be formative, with plans implemented to develop and intensify the skills of the adjunct faculty member.

16.2 Adjunct faculty members may be evaluated by their immediate supervisor or higher level in the administrative line of authority.

Article 17. LEGAL LEAVE

17.1 Leave with pay will be granted to a faculty member called to serve jury duty.

17.2 Leave with or without pay may be granted to a faculty member to appear in court to assert or protect the instructor's own interest. Such leave will be to a maximum of three (3) days. Other leave for this purpose will be charged to leave without pay.

17.3 Leave with pay will be granted to a faculty member when absence from duty is required by a lawful subpoena to testify in a court proceeding or in an administrative hearing where the issue does not involve asserting or protecting one's own interest. Leave without pay will be granted regarding an issue where the instructor is bringing an action against the College. However, each party shall assume their own cost in proceedings where the Federation and/or employee and the College are adversaries, including the cost of witnesses. This provision shall apply for the current employment term only.

Article 18. COMMITTEES

18.1 The College President or designee shall determine which institutional (non-Faculty Senate) committees will be established and the responsibilities of those committees.

18.2 When the College deems it appropriate for the Federation to be represented on a College committee, the Federation shall be represented. The number of Federation representatives shall be subject to the mutual agreement of the parties. Upon agreement the Federation President shall be given ten (10) days' notice to appoint representatives.

Article 19. VACANCIES AND JOB PLACEMENT

19.1 All instruction division openings shall be posted and disseminated in a manner that will make them available to the adjunct faculty. The Federation and the College may agree upon additional appropriate methods of notification as deemed appropriate.

19.2 The parties acknowledge that the College has been and continues to be an Equal Opportunity Employer.

19.3 The College and the Federation are committed to maintain a high quality adjunct faculty. Pursuant to this goal, instruction division openings will be filled with the best-suited applicant as determined by management.

19.4 When the College determines to make changes in existing job descriptions within the bargaining unit, the Federation may review those changes.

Article 20. WORKLOAD

The preparation of teaching schedules shall be the responsibility of the Dean and the Department Chairperson. The Dean and the Chairpersons will consider recommendations from adjunct faculty members. The College shall continue to notify the adjunct faculty member of their tentative teaching schedule. Changes in adjunct faculty member's teaching schedule may be made as the need arises and adjunct faculty shall be notified of said changes. The final determination of teaching schedules shall be made exclusively by the College

20.1 Class cancellations

In order to meet accreditation standards, adjunct faculty members shall not cancel scheduled classes in any circumstances without prior written supervisor approval. For attendance that is approved in advance by the program or department chair, instructors should find an acceptable substitute for their classes or obtain the chair's approval for an alternate means of making up the class hours. For unanticipated absences such as illness or family emergency, instructors must notify the supervisor as soon as possible so that arrangements can be made regarding classes and other scheduled activities. Adjunct faculty members shall obtain the chair's approval for an alternate means of making up the student contact hours. Failure to notify the supervisor of a missed class meeting or excessive absences from class obligations may result in disciplinary action.

20.2 Course delivery/schedule changes

Adjunct faculty members shall not change the delivery method of instruction, the approved schedule of classes, or assigned classroom under any circumstances without prior written supervisor approval and without advanced written notification to the office of the registrar.

Article 21. INTELLECTUAL PROPERTY

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

Article 22. FACILITIES, EQUIPMENT, AND SUPPORT

Subject to available funding, the College will provide classroom space, library access, internet connection, access to the learning management system (LMS) when appropriate, equipment, and materials to aid in the adjunct faculty member's performance.

Article 23. HEALTH AND SAFETY

The parties will comply with all applicable State and Federal laws relating to safe working conditions. Whenever an adjunct faculty member becomes aware of a condition which the adjunct faculty member feels is a violation of an institutional safety or health rule or regulation, or Board policy regarding work environment and discrimination; the adjunct faculty member will report such condition to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

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

The Federation and the College agree that student discipline shall be administered according to the Standard of Conduct as contained within the Northern New Mexico College Student Handbook.

Article 24. TUITION WAIVER

24.1 NNMC will waive tuition for NNMC courses for adjunct instructors. The benefit covers up to 12 credit hours per calendar year.

24.2 This article will be reviewed in negotiations in 2020.

Article 25. SALARY PROCEDURE

25.1 Adjunct Faculty shall be paid as dictated in the LETTER OF APPOINTMENT (LOA) PROCESS. This document is available in the Human Resources Payroll Office, who will be the custodian of said document. The goal is that changes to this process may be made in a collaborative effort between Human Resources (HR), Adjunct Faculty, the Provost, Department Chairs, and others to improve the process as well as address payroll system limitations, new automation features, or other Human Resources/Payroll related issues. These changes will be published as they are implemented, and all Adjunct Faculty will be promptly notified of all changes.

25.2 The LOA development process should begin prior to the semester in sufficient time, as dictated in the LOA PROCESS, to allow for Dean and Provost approval, Budget review/approval, Human Resources (HR) and Adjunct Faculty identification of any potential errors, and issuance of the LOA to the Adjunct.

25.3 Adjunct Faculty Members who received per diem when an overnight stay is not required will be taxed on the per diem per IRS Regulations.

Article 26. COMPENSATION

26.1 Any credentials in between the master's degree and the doctorate degree will not be compensated at the doctorate level.

Compensation for adjunct faculty will be based on the following matrix showing rates per credit hour. Any credentials between the master's degree and the doctorate degree will not be compensated at the doctorate level. A Special Program is defined as a discipline where the market value according to the salary study (refer to <https://nnmc.edu/wp-content/uploads/2018/12/FacultySalaryAnalysisv2.pdf>) demands higher compensation. This includes courses in the following programs: Electrical Engineering, Information Technology, Mechanical Engineering, Business Administration, Nursing, and Nuclear Radiation.

	Bachelor	Master	PhD
Theory	\$760	\$814	\$868
Non-special (Studio/Lab)	\$1137	\$1220	\$1301
Special (Studio/Lab)	\$2100	\$2251	\$2402

26.2 For courses (OL, OLP, BOL only) with enrollments between ten (10) and twenty (20) students, the above matrix will be used. When the course has less than ten (10) students or more than twenty (20) students, a proportionate rate will be used. For courses with less than 5 students, 40% of the matrix rate will be applied, for courses between five (5) and nine (9) students, the matrix value above will be multiplied by the factor equivalent to the value of the division of the number of enrolled students divided by 10. For courses with more than twenty (20) students, the matrix above will be multiplied by the factor equivalent to the excess of students beyond twenty (20), i.e., the enrolled number of students minus twenty (20), divided by twenty (20). A retention bonus of \$250 will be granted to Adjunct Faculty who agree to teach classes of less than 5 students. This bonus will be paid after the completion of the course.

The number of enrolled students that will be used for the calculation is the one on the second Monday of classes. For eight-week courses or summer terms, the number of enrolled students that will be used for the calculation is the one on the first Thursday of classes. For the extraordinary case when a contract, appropriation, or grant supports the offering of a course, the Provost may waive the pro-rated payment for courses with less than 10 students. In such a case, the faculty will be paid according to the matrix above.

Number of students	Proration factor for low enrollment
1-4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

26.3 Online courses will be eligible for an additional stipend:

- a. For fully online asynchronous courses (OLP and OL only), adjunct faculty shall only teach these modalities if they have completed the learning management system training or

online teaching experience is demonstrated and approved by the Chair/Dean and the Provost. In addition, courses taught in these modalities must be approved by the Office of Distance Education for the faculty member to receive any online stipend. The stipend rate shall be paid at \$150 per credit hour.

- b. For blended courses (BOL), faculty shall only teach this modality if they have completed the learning management system training or online teaching experience is demonstrated and approved by the Chair/Dean and the Provost. In addition, courses taught in these modalities must be approved by the Office of Distance Education for the faculty member to receive any online stipend. The stipend rate shall be paid at \$75 per credit hour.
- c. Management will create an internal peer review process that includes Adjunct Faculty in order to improve the effectiveness and efficiency of the approval process for online courses.

26.4 School District employees who teach dual credit courses at High School facilities are not adjunct faculty members under this Agreement and are not eligible to any compensation described in sections 26.1-26.3. These School District employees will remain employees and agents of the School District and are not employees or agents of the College. The College may separately choose to provide stipends to those School District employees.

26.5 Salaries funded by Federal Grants and Federal Contracts are regulated by the Code of Federal Regulations.

26.6 Adjunct Faculty serving as Faculty Senators will be compensated \$400 per semester for the duration of this agreement to attend Faculty Senate meetings. Adjunct Faculty members that serve as senators shall be limited to no more than three adjuncts per Faculty Senate meeting.

26.7 Adjunct faculty will be eligible for an \$80 stipend per academic year if they participate in at least 80% of the meetings for the following committees: Academic Standards Committee and the Undergraduate Curriculum Committee. The following conditions apply:

- a) Only one adjunct faculty member per academic department in each of the committees can participate.
- b.) Only two adjunct faculty members per committee will be allowed to receive the stipend.
- c.) The chair of the committee will determine which adjunct faculty members will become part of the committee in the case that several adjunct faculty members sign up for the committee.

26.8 The President will continue to advocate to the Legislature to prioritize funding and resources for Adjunct Faculty. Advocacy efforts will be made transparent to Adjunct Faculty and the Federation.

Article 27. NO STRIKE OR LOCKOUTS

In Accordance with New Mexico Public Employee Labor Relations Board Statute 10-7E-21, the Federation and its members shall not engage in a strike and the College shall not engage in a lockout. The Federation and its members shall not cause, instigate, encourage or support a public employee strike. The Federation and its members shall not cause, instigate or engage in a public employee lockout.

Article 28. NEGOTIATING PROCEDURES AND DATES

28.1 Negotiations for a successor agreement may be initiated when either party submits a notice to the opposite party requesting the commencement of negotiations. The party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations within ten (10) work days of receiving notice. The notice of request to commence negotiations shall be sent no earlier than November 1st of the academic year of the entire Agreement's termination date. However, with the written agreement of both the Administration and Federation, any article can be re-opened at any time during any academic year.

28.2 If the parties have not reached agreement on a successor agreement before this Agreement terminates, the agreement shall remain in full force and effect until a successor agreement is negotiated and ratified.

28.3 Negotiations shall be conducted in closed session as specified in the New Mexico Public Employee Bargaining Act (PEBA).

28.4 Additional negotiations ground rules may be negotiated by the parties.

28.5 During negotiations, the parties shall meet at mutually acceptable times and places for negotiations.

28.6 Recesses, caucuses or study sessions may be called by either team at any time.

28.7 All Proposals shall be submitted both in writing and electronically in an editable document. All proposals shall include original contract language and in- line edited language from the current proposal and counter proposals.

28.9 In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service (FMCS).

29.10 Budget information shall be shared by the College.

Article 29. AGREEMENT COPIES

29.1 The parties shall print their own copies of this Agreement.

29.2 This agreement shall be posted on the College's website.

Article 30. COMPLETE AGREEMENT

The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement and no additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement and this agreement replaces any and all previous agreements between the parties.

Article 31. SEVERABILITY

If any provision of this Agreement is determined by final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provisions shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

Article 32. AGREEMENT DURATION

32.1 All articles in this Agreement shall become effective upon signature of the authorized representatives of the parties, after ratification by the Federation membership and subsequent approval by the College Board of Regents, and shall remain in effect through June 30, 2025, subject to applicable state laws.

32.2 Every three years the entire Agreement shall be open for renegotiation. Every year Article 26 (COMPENSATION) may be opened for negotiations by either party. In the event that the State of New Mexico authorizes a salary increase, then Article 20 (WORKLOAD) shall be negotiated.

32.3 Article 26 (COMPENSATION) shall be in effect until June 30, 2025.

Article 33. SIGNATURES

This Agreement was ratified by the Federation on June 25, 2024 and approved by the College Board of Regents on June 28, 2024.

In witness thereof, the parties hereto affix signatures of their respective Officers and Representatives.

NORTHERN FEDERATION OF
EDUCATIONAL EMPLOYEES

NORTHERN NEW MEXICO
COLLEGE

Tim Crowe

NFEE President

6-25-2024

NNMC Board of Regents President

Date _____

Appendix A



Northern Federation of Educational Employees

MEMBER'S ANNUAL INCOME	Over \$26,000	\$26,000 - \$15,157	\$15,157 - \$9,203	\$9,203 or less
DUES PER PAY PERIOD				

AFT NM LOCAL UNION NAME _____ LOCAL NUMBER _____

LAST NAME _____ FIRST NAME _____ EMAIL _____

JOB TITLE _____ WORK LOCATION _____ DATE OF BIRTH _____

SOCIAL SECURITY NUMBER _____ HOME/CELL 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 on the local contract.

SIGNATURE _____ DATE _____



AUTHORIZATION FOR STATE COPE

I hereby authorize the Union to forward \$1 per month of my current dues payment to the AFT New Mexico Committee on Political Education. I understand that I may opt out of this authorization at any time by notifying the Union in writing and that this assessment will revert to the organizing assessment fund. I understand that this authorization does not increase my dues.

SUPPORT THE LOCAL UNION'S COMMITTEE OF 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 Education (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 in writing at any time by notifying the _____ (your local union) in writing of the desire to do so.

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

SIGNATURE _____ DATE _____

ACTIVATE \$5,000 OF GROUP LIFE INSURANCE AT NO COST TO YOU

YES! I elect \$5,000 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, 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 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 be subject such person to criminal and civil penalties. For questions, phone toll-free (888) 423-8700 or visit www.aftbenefits.org.

SIGNATURE _____ DATE _____

NORTHERN New Mexico College



MEMORANDUM

TO: Board of Regents
Northern New Mexico College

FROM: Karen Baker-Jepsen, Human Resources Director

THRU: Hector Balderas, President

DATE: June 28, 2024

RE: **The Northern Federation of Education Employees, AFT-NM, ALF-CIO Nonexempt Bargaining Unit Collective Bargaining Agreement – Approval Request**

Background:

Northern New Mexico College (the College) management and The Northern Federation of Education Employees, AFT-NM, ALF-CIO Adjunct Faculty Bargaining Unit leadership teams negotiated several articles from the Collective Bargaining Agreement (CBA), which runs through June 30, 2025. We would like to thank the following management leadership team: Hector Balderas, Theresa Storey, Dr. Larry Guerrero, Karen Baker-Jepsen, Stephanie Sandoval, Matt Baca, and the Northern Federation of Education Employees, AFT-NM, ALF-CIO Adjunct Faculty Bargaining Unit leadership team: Arnold Suazo, Marcos Balido, and Tim Crone.

Overview:

The following is a summary of the changes agreed upon through negotiations to the CBA.

ARTICLE 17. OBSERVED HOLIDAYS

President's Day was added as a paid holiday.

ARTICLE 22. LEAVES

Sick leave may now be used for any portion of the first year following the birth or adoption of a child.

All bargaining unit members who have been employed at the College for twelve (12) consecutive months are now eligible for parental leave up to 12 weeks. Parental leave shall run concurrently with leave under the FMLA. The bargaining unit members and the immediate supervisor will work together to develop a plan for parental leave that meets the needs of the bargaining unit member and the needs of the College. They shall work together to minimize the impact of leave on the functioning of the department and the services provided to the College.

Language was clarified regarding expectations for providing a "Physician's Statement" certifying that the employee was under a doctor's care during their absence. The requirement was made

optional for the immediate supervisor and the documentation is expected on the employee's return to work following the three day (or more) extended absence.

ARTICLE 26. FACILITIES, EQUIPMENT, AND SUPPORT

An annual needs assessment and review of equipment will be conducted by the Facilities Department and College Administration to identify existing equipment, replacement and repair of existing equipment, equipment to be added, and the prioritization repairs, replacement, and purchases.

ARTICLE 30. SALARY PROCEDURE

Additional language was added to address when a payday falls on a weekend or a holiday. If an employee receives a paper check, they will be paid on the following workday.

ARTICLE 31. FRINGE BENEFITS

The distribution of shared costs between the College and eligible employees for Group Insurance (Medical, Dental, Prescription Drugs, and Vision) was updated to reflect the current percentages, effective January 1, 2024.

ARTICLE 32. COMPENSATION

Bargaining unit members, for Fiscal Year 2024-2025, will receive a three (3) percent (3%) across-the-board salary increase as appropriated by the Legislature.

Management and designated members of the bargaining unit will conduct a study to gather data that will collectively allow for the creation of a career progression framework. This framework synchronizes the College's goals with the bargaining unit member's goals, builds trust, increases employee retention, and increases productivity. Data gathered should include such pieces as current salaries, competitive wages, job descriptions, employee evaluations, criteria for advancement, and training and professional development needs.

Recommendation:

The union membership ratified the revised content on June 25, 2024. We recommend that the Board of Regents review and approve the revised CBA attached. Thank you for your consideration.

AGREEMENT BETWEEN

THE NORTHERN NEW MEXICO COLLEGE

BOARD OF REGENTS

AND

THE NORTHERN FEDERATION OF EDUCATIONAL
EMPLOYEES,

AFT-NM, AFL-CIO

NON-EXEMPT STAFF BARGAINING UNIT

EFFECTIVE THROUGH JUNE 30, 2025

REVISED EFFECTIVE JUNE 25, 2024

Table of Contents

Article 1. INTRODUCTION	3
Article 2. RECOGNITION.....	4
Article 3. DEFINITIONS	5
Article 4. DISCRIMINATION	6
Article 5. AGREEMENT CONTROL	7
Article 6. FEDERATION RIGHTS	8
Article 7. MANAGEMENT RIGHTS	9
Article 8. EMPLOYEE INVESTIGATIONS	10
Article 9. PROGRESSIVE DISCIPLINE.....	11
Article 10. GRIEVANCE PROCEDURE.....	17
Article 11. PROBATIONARY PERIOD	21
Article 12. RECRUITMENT OF STAFF.....	22
Article 13. TERM EMPLOYMENT EMPLOYEES	23
Article 14. EMPLOYEE SUBMISSION OF TIME.....	24
Article 15. PERSONNEL FILES	25
Article 16. WORK WEEK/WORK HOURS AND SCHEDULING	26
Article 17. OBSERVED HOLIDAYS	27
Article 18. WELLNESS PROGRAM	28
Article 19. REDUCTION IN FORCE	29
Article 20. EMPLOYEE EVALUATION.....	30
Article 21. SENIORITY	31
Article 22. LEAVES	32
Article 23. OVERTIME AND COMPENSATORY TIME.....	38
Article 24. TRANSFERS.....	39
Article 25. OUTSIDE EMPLOYMENT.....	40
Article 26. FACILITIES, EQUIPMENT AND SUPPORT	41
Article 27. SUSPENDED PROGRAMS.....	42
Article 28. COMMITTEES.....	43
Article 29. HEALTH AND SAFETY.....	44
Article 30. SALARY PROCEDURE.....	45
Article 31. FRINGE BENEFITS.....	46
Article 32. COMPENSATION	48
Article 33. NO STRIKE OR LOCKOUTS	50
Article 34. NEGOTIATING PROCEDURES.....	51
Article 35. AGREEMENT COPIES.....	52
Article 36. COMPLETE AGREEMENT.....	53
Article 37. SEVERABILITY	54
Article 38. AGREEMENT DURATION	55
Article 39. SIGNATURES	56

Article 1. INTRODUCTION

This agreement is entered into by the Northern New Mexico College, hereinafter referred to as the College and the AFT-New Mexico Northern Federation of Educational Employees #4935, hereinafter referred to as the Federation. It is the purpose of this Agreement to promote harmonious relationships between the Federation and the College, to establish a peaceful procedure for the resolution of differences and to establish rates of pay, hours of work, and other terms and conditions of employment.

Article 2. RECOGNITION

- 2.1 The College recognizes the Federation as the exclusive representative for all Non-Exempt Staff pursuant to the 2005 certification election.
- 2.2 The exclusive representative right does not apply to supervisors, managers, confidential employees, directors or coordinators who are supervisors.
 - 2.2.1 With regard to administrative assistants, only those administrative assistants who directly report to the College president, vice-presidents, provost, assistant provost, deans and directors may be designated as confidential employees.

Article 3. DEFINITIONS

- 3.1 Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement.
- 3.2 "NNMC" shall mean Northern New Mexico College.
- 3.3 "Bargaining Unit" shall mean all non-probationary non-exempt staff.
- 3.4 "Confidential Employee" means a person who devotes a majority of his time to assisting and acting in a confidential capacity with respect to a person who formulates, determines and effectuates management policies.
- 3.5 "Exclusive Representative" means a labor organization that, as a result of certification, has the right to represent all public employees in an appropriate bargaining unit for the purposes of collective bargaining.
- 3.6 "College" shall mean Northern New Mexico College or NNMC.
- 3.7 "Federation" shall mean the AFT-New Mexico Northern Federation of Educational Employees #4935.
- 3.8 "Board" shall mean the Northern New Mexico College Board of Regents.
- 3.9 "President" shall mean the chief executive officer of Northern New Mexico College.
- 3.10 The use of one gender term shall be interpreted as including all genders.
- 3.11 "Day" shall mean one workday (Monday through Friday) when the College is open.
- 3.12 "Administration or Administrator" shall mean any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Academic Affairs/Provost, President, or their designee.
- 3.13 "Deadline" shall mean any deadline in the agreement that falls on a non-work day shall be moved to the next working day.
- 3.14 "Emergency" means a one-time crisis that was unforeseen and unavoidable.

Article 4. DISCRIMINATION

The College shall adopt a Board policy protecting all employees from discrimination, which shall be incorporated herein as a condition of this Agreement.

Article 5. AGREEMENT CONTROL

- 5.1 This Agreement has been executed and will be implemented in accordance with the Constitution and laws of the United States of America and the State of New Mexico.
- 5.2 If any College policy, regulation, handbook, or directive conflicts with any provision of this Agreement, the Agreement provision will control.
- 5.3 This Agreement may only be modified or waived through a written agreement between the College and the Federation.
- 5.4 The College will not implement any change that specifically conflicts with, and will abide by, the terms of this Agreement and applicable College policies, rules, handbooks and regulations. The Federation and the staff will abide by the conditions of this Agreement and applicable College policies, rules and regulations.
- 5.5 Unless otherwise specifically stated herein, the provisions of this Agreement shall be applied equally to all members of the bargaining unit.
- 5.6 Any proposed addition, deletion, or change to any provision of the **NNMC** Staff Policy Handbook that involves terms and conditions of employment of staff bargaining unit members may be negotiated by the College and the Federation into this Agreement.

Article 6. FEDERATION RIGHTS

The Federation, as the exclusive representative for all members of the Bargaining Unit, have the rights listed below:

- 6.1 Use of Bulletin Board Space. The Federation shall be permitted to use bulletin board space on bulletin boards in all buildings on College campuses to post Federation announcements and information. No material that is libelous, of a partisan political nature, or which is of a personally derogatory nature shall be posted by the Federation. The College may remove any material that violates this provision and shall provide written notification to the President of the Federation of such removal.
- 6.2 Use of College Property. The Federation shall be allowed to schedule and conduct meetings at College campuses by reserving space for such meetings in accordance with policy or approved procedures established by the College if doing so does not interfere with instruction or administrative activities.
- 6.3 Use of College Mail and Email. The Federation shall have the right to use campus mail and electronic communication such as email for Federation business and to communicate with the members of the Bargaining Unit.
- 6.4 The College shall provide payroll deduction of Federation membership dues for employees who authorize in writing the deductions in an amount specified by the Federation. Requests for such deductions shall be honored by the College provided the deduction request is submitted to the College's payroll office on a properly executed authorization form, of which a copy is attached to this Agreement (Appendix A). The authorizations may be submitted to the payroll office at any time and the deductions will commence on the next scheduled payroll. The College agrees to transmit the amount collected to the Treasurer of the Federation in a timely manner, normally within fourteen (14) workdays. Dues deductions may be discontinued or revoked by the staff member by filing such notice with the College payroll office. The College will discontinue the dues upon receipt of the copy in the same manner as the initial authorization. Dues deductions shall continue without further authorization for the term of this Agreement unless the authorization is revoked by the staff member as provided herein. The Federation shall notify the payroll office and the staff member of any change in the amount to be deducted which shall be implemented in the same manner as authorizations. The Federation and its membership and members of the bargaining unit agree to hold the College safe and harmless against any legal action concerning compliance with this provision.

Article 7. MANAGEMENT RIGHTS

- 7.1 The supervision of all staff members, the management of all campuses, instructional programs, and College facilities is the responsibility and obligation of the Board of Regents and the College Administration. Management retains all rights not specifically limited by this Agreement.

Article 8. EMPLOYEE INVESTIGATIONS

- 8.1 The College has the right to investigate all allegations of staff misconduct.
- 8.2 A staff member may be placed on administrative leave with pay during an investigation involving the staff member.
- 8.3 When the staff member is under investigation, the staff member may be represented by a Federation representative in any meetings with the College.
- 8.4 During an investigation, no documentation or information related to the matter under investigation will be placed in the staff member's personnel file or released publicly unless required by law. If the investigation does not result in disciplinary action, no documentation will be placed in the staff member's personnel file.
- 8.5 Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved under Article 10 (GRIEVANCE PROCEDURE) if the action is alleged to constitute a violation of this Agreement.
- 8.6 The parties acknowledge the need for expeditious investigations and agree to cooperate in achieving that goal.

Article 9. PROGRESSIVE DISCIPLINE

9.1 The Federation and the College agree that the primary purpose of discipline is to correct unsatisfactory performance and/or misconduct that is below acceptable standards, or contrary to the college's legitimate interests, in a constructive manner that promotes employee responsibility. Progressive discipline will not be utilized when management determines that an employee's action(s) are so egregious that such an approach is inappropriate.

9.1.1 An employee may be discharged, suspended without pay, or terminated only for good and just cause.

9.2 Progressive discipline shall be used whenever appropriate. Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. There are instances when a disciplinary action, including discharge, is appropriate without first having imposed a less severe form of discipline. There are also instances when steps in progressive discipline may be omitted. Examples of the least severe discipline consist of verbal and written warnings. More severe disciplines consist of written reprimands, suspensions and terminations.

9.3 A staff member shall be entitled to Federation representation at any meeting called to deliver a written warning, administer a letter of reprimand or more severe disciplinary action.

9.4 Each case of inadequate work performance or misconduct is judged individually, and the employee's supervisor or the appropriate dean or director, in consultation with the Human Resources Department, shall determine the discipline. In any instance in which a dean or director believes suspension without pay or discharge may be warranted, the dean or director, in consultation with the appropriate vice president and with the approval from the Director of Human Resources, may initially place the employee on administrative leave with pay pending further investigation.

9.5 Progressive discipline is designed to allow an employee a reasonable opportunity to become aware of and to meet the requirements of the job, comply with College policies, procedures, practices, and regulations, and allow the employee an opportunity to improve performance and/or conduct. The following describes actions used in progressive discipline.

9.5.1 Verbal warning

An employee is issued a verbal warning for minor infractions or to correct minor faults in an employee's job performance. Verbal warnings are issued during a private conference between the supervisor and the employee where the supervisor explains the problem and recommends a process the employee must accomplish to return to satisfactory status.

9.5.2 Letter of reprimand

Should contain the following information: a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior

or performance may result in further disciplinary action. The written reprimand is issued and discussed with the employee in private conference with the supervisor and must have been discussed with the employee previously. A copy of the written reprimand will be given to the employee and a copy placed in the employee's official personnel file. The written reprimand will also specify a review period, if appropriate, in which the employee's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

If performance or behavior does not improve, one of the following actions may occur:

- 9.5.3 Demotion - a demotion is a formal involuntary downward change, for disciplinary reasons with a deduction in pay.
- 9.5.4 Suspension - a suspension is a temporary involuntary separation of employment, without pay, for performance or conduct that has not been satisfactorily corrected through the use of oral and written warnings. Suspension may also be used for misconduct or serious violation of policy. Suspensions range from one (1) work day to thirty (30) work day, depending on the seriousness of the problem.
- 9.5.5 Discharge - a discharge is a permanent involuntary separation of employment from the College for disciplinary reasons. An employee may be discharged without prior progressive discipline when warranted by the seriousness of the offense.

Representative examples of infractions which may lead to disciplinary action, including Discharge (not limited to these examples):

- Violation of college policies;
- Violation of state or federal law;
- Threatening behavior;
- Leaving the work site without permission during working hours;
- Gambling during work hours or while using College resources;
- Failure to report to work without properly notifying the supervisor (AWOL) and/or failure to report to work without required uniform, safety equipment, and/or maintaining proper licensure.
- Unauthorized use or misuse of College property or records;
- Substandard work performance;
- Unsatisfactory attendance or tardiness;
- Misuse of work time while on duty, but not limited to misuse of rest periods, performing personal work, hobbies or personal recreational activities during work time, etc.;
- Failure to follow safety rules;
- Use of obscene language;
- Moving traffic violations while operating a College vehicle; Smoking in non-designated areas of College facilities;
- Engaging in prohibited political activities during work hours or while using College resources.

Representative examples of infractions of such a serious nature that the first occurrence may result in immediate discharge includes, but is not limited to:

- Unlawful use of and/or possession of controlled substances while on College premises;
- Drinking alcohol or being under the influence of alcohol on College premises;
- Conduct that constitutes a violation of criminal law on campus or off-campus where such conduct seriously threatens the reputation or educational mission of the College or the health or safety of any member of the College community. On a case by case basis, the College may conduct its own employment investigation and disciplinary proceeding irrespective of any actions taken by law enforcement.
- Willful damage or destruction of College records or property or another employee/student's property;
- Acts of physical violence, fighting, threatening or coercing anyone on College premises;
- Theft or dishonesty toward the College, its employees, or its students;
- Falsification or omission of information on an employee application, timesheet or other college record; regardless of the date of discovery;
- Unlawful discrimination on any basis prohibited by law;
- Sleeping on the job;
- Insubordination, including but not limited to, resisting management directives through actions and/or verbal exchange and/or failure to follow supervisor's instruction or perform assigned work;
- Possession, use of, or threats to use firearms, dangerous weapons or explosives on College premises.

9.6 Suspension, Demotion and Discharge

9.6.1 Required approvals by the Department of Human Resources

Supervisors contemplating the suspension, demotion or dismissal of a unit member, must consult with the Department of Human Resources before taking such actions. Suspension, demotion or dismissal require the approval of the Dean or Director, appropriate Vice - President and the Director of Human Resources.

9.6.2 Pay Status

Employees will normally remain at work pending the issuance of a Notice of Final Action. However, a Dean/Director may, with the approval of Human Resources, place an employee on administrative leave with pay pending completion of the investigative or disciplinary process.

9.6.3 Notice Requirements

Notices shall be in writing and will normally be served in person by the immediate

supervisor, if possible. At the time of service, the employee shall be asked to sign acknowledgement of receipt. If the employee declines, the supervisor shall so note on the letter itself for record purposes. If the notice cannot be presented personally, the letter may be sent 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 deposited with the United States Postal Service.

9.6.4 Notice of Contemplated Action (NCA)

To initiate a suspension, demotion or discharge of a non-probationary regular or term employee, the dean/director will contact the Director of Human Resources and the appropriate Vice-President. Human Resources will assist in the drafting of the NCA, gathering required documentation and will coordinate a time to meet with the supervisor and employee to present the Notice of contemplated Action. The notice of contemplated action must include the following:

Specify the contemplated action

Specify the basis for a determination that just cause exists to suspend, demote or discharge the employee

Indicate which policies the employee has violated.

Specify that the employee has the right to respond to the notice of contemplated action within ten (10) workdays of receipt of the NCA if submitting a written response. Specify that the employee must request to present an oral response within five (5) workdays.

9.6.5 Response to a Notice of Contemplated Action

The employee may respond orally or in writing to the notice of contemplated action within ten (10) working days of receipt of the NCA. The written response will be submitted to the Director of Human Resources. If the employee wishes to present an oral response, he/she must submit a written request for the meeting within five (5) working days from receipt of the notice of contemplated action. Any extension of time must be in writing and agreed upon by both the employee and the Department of Human Resources. Oral response meetings will include a member of the Human Resources Department, and at the employee's request, an employee shall be entitled to Federation representation.

When the notice of contemplated action is served by mail, the employee shall have three (3) additional calendar days in which to submit a written response or submit a request to present an oral response.

The purpose of the written or oral response is not to provide an evidentiary hearing but is an opportunity for the employee to respond to the charges against him or her.

9.6.6 Final Notice of Disciplinary Action

If an employee submits a written response or presents an oral response, the Dean/Director will take the response into consideration. The Dean/Director, after consultation with the Human Resources Department, will decide on the final action to be taken, whether or not the employee has responded to the NCA. The final disciplinary action, signed by the Dean/Director shall be issued no later than ten (10) working days from the date of receipt of the written response, the oral response or within ten (10) working days following the expiration of the response period. The Notice of Final action should include the following:

State the final discipline to be taken, which may be upholding the contemplated action, a lesser form of discipline than contemplated, or no disciplinary action.

Notice should contain the basis for a determination of just cause for the suspension, demotion or dismissal.

Statement indicating if the employee responded to the Notice of Contemplated Action.

Specify when the disciplinary action will be effective.

If the employee had previously submitted a timely written response or a timely oral response, inform employee that the disciplinary action may be appealed in writing to the Human Resource Department within five (5) working days from receipt of the Final Notice.

9.6.7 Appeal Process

- 9.6.7.1 This Appeal Process applies only if employee submitted a timely written or oral response in accordance with Section 9.6.5 above.
- 9.6.7.2 The employee must submit a written appeal to the Human Resources Department within five (5) working days of receipt of the Notice of Final Action. If the employee does not appeal the disciplinary action within the five (5) working days, no appeal is available.
- 9.6.7.3 The Department of Human Resources, within five (5) working days after receiving the written appeal, will forward the written appeal, along with all pertinent information, to the President.
- 9.6.7.4 The president in his or her discretion, may limit his or her review to the records submitted, or the president may elect to receive new materials or evidence to be considered. The president may consult, as appropriate, with additional parties before reaching a decision. The president will render that decision within thirty (30) working days of the appeal.
- 9.6.7.5 While an appeal is pending the employee shall maintain the same leave status as maintained upon employee's receipt of the Notice of Contemplated Action,

or if not already on leave with pay status, may be placed on leave with pay.

Article 10. GRIEVANCE

10.1 Purpose - The purpose of this grievance procedure shall be defined as a claim that a provision or provisions of this agreement have been violated. The Federation and the College agree that this is the only grievance procedure available to members of the bargaining unit.

10.2 Definitions

1. A "grievance" shall be defined as a dispute pertaining to a claim that alleges a violation of this Agreement.
2. A "grievant" shall be any staff member, group of staff members, or the Federation.
3. "Days" as used in this Article shall mean workdays and shall not include holidays or recesses observed by the College.

10.3 Procedures

1. Grievance proceedings shall be kept informal and confidential at all levels of this procedure. Breach of confidentiality may result in disciplinary action.
2. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
3. If the College fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
4. If the grievant fails to comply with the grievant's time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void or, in the case of appeals, the previous decision by the College shall be final.
5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
6. A grievance shall not be considered unless the grievant files the grievance no later than ten {10} days after the grievant knew or reasonably should have known of the action that precipitated the grievance.
7. No reprisal or retaliation by any party to the grievance shall be taken against any party as a result of participation in the proceeding of a grievance.
8. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
9. A staff member, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. At any hearing of a grievance brought individually by a staff member, the Federation as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment made shall be consistent with the provisions of this Agreement.

10. If a grievance affects a group of two or more staff members of the bargaining unit or

involves a decision or action by the College that has a system-wide impact, the Federation may submit the grievance on behalf of the affected *staff* members at Level Two of this procedure. The parties may submit this grievance at Level One if all of the members of the bargaining unit affected by the grievance have the same supervisor.

11. The parties may cooperate in any investigation that may be necessary in order to expedite the process.
12. All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.
13. All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in an Appendix of this Agreement.
14. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during work time.
15. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.

10.4 Level One

1. A grievant shall first submit the grievance in writing to the grievant's immediate supervisor, either directly or through the grievant's Federation representative, with the objective of resolving the issue informally.
2. If the grievance is not resolved with the immediate supervisor, or the immediate supervisor has not responded, within ten {10} workdays of the grievance filing, a grievance may be filed at Level Two.
3. If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. Management may defer the grievance back to Level One if the supervisor at that level has the authority to address the grievance, so long as such deferral takes place within ten {10} days of receipt of the grievance.
4. If the grievant is not satisfied with the immediate supervisor's disposition, the grievant may appeal the grievance to Level Two no later than ten {10} days following the receipt of the immediate supervisor's decision.

10.5 Level Two

1. No later than ten (10) days following receipt of the written grievance, the Department Head shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to question witnesses brought by the other party.
2. No later than ten (10) days following the conclusion of the meeting, the Department Head shall submit the written response to the grievant and the Federation.

10.6 Level Three

1. If the grievance is not settled at Level Two and the grievant(s) or the Federation (with written concurrence of the grievant) wish to appeal the grievance to Level Three (area Vice -President), it shall be appealed, in writing, to the area Vice -Presi dent within ten (10) workdays after receipt of the decision at Level Two.
2. No later than ten (10) days following the receipt of the written grievance, the area Vice-President shall schedule a meeting at a mutually agreeable time in an attempt to resolve the grievance.
3. If no resolution is reached, the area Vice -Pres ident shall submit the written decision to the grievant and the Federation no later than ten (10) days following the conclusion of the meeting.

10.7 Level Four

1. If the grievance is not settled at Level Three and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Four (President or designee), it shall be appealed, in writing, to the President within ten (10) workdays after receipt of the decision at Level Three.
2. Within ten (10) workdays the President, or the designated representative, provided said person has not been previously involved in Levels One, Two or Three, shall discuss the grievance with the grievant(s) and Federation representatives, if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) workdays following such meeting.

10.8 Arbitration

1. If both the grievant and the Federation are not satisfied with the President's written disposition, the Federation may appeal the grievance to arbitration by submitting a written request for arbitration to the President no later than ten (10) days following the receipt of the President's or designee's written decision.
2. The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration

Association (AAA).

The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.

3. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
4. The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to add to or subtract from or extend or detract from the rights of employees covered by this Agreement.
5. The arbitrator's decision shall be final and binding on the parties.
6. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the cost.

Article 11. PROBATIONARY PERIOD

11.1 A non-exempt staff member is not part of the bargaining unit during the probationary period.

11.2 Probationary employees will be evaluated after completing six months' employment.

Article 12. RECRUITMENT OF STAFF

- 12.1 Names and addresses of bargaining unit employees will be provided to the Federation upon request.
- 12.2 When the College determines to make changes in existing job descriptions within the bargaining unit, the Federation may review those changes.

Article 13. TERM APPOINTMENT EMPLOYEES

- 13.1 Term Appointment Employees. A term appointment employee is hired (full-time or part-time) into a position that is designated to run for a specified period of time, with an anticipated expiration date for the position. Expiration of the position may happen for various reasons, such as, the position is funded from non-recurring sources.
- 13.2 Salaries (Article 32) are subject to approved funding.
- 13.3 Term appointment employees are normally separated from the College as of a specified expiration date unless the Human Resources office notifies the employee that the appointment shall be extended.
- 13.4 For the specified period of appointment, term employees are entitled to the same rights and privileges as other employees except the right to appeal or grieve separation at the end of the appointment.
- 13.5 Term appointment employees are not placed on layoff status at the end of the appointment; however, if the end of appointment is due to loss of funding, the employee will be placed on a preferential hiring list for one (1) year.
- 13.6 If any provisions of this Article conflict with any provisions of the non-recurring funding source, the provisions of the non-recurring funding source shall apply, and the parties agree to meet and confer.

Article 14. EMPLOYEE SUBMISSION OF TIME

- 14.1 Non-exempt employees subject to the provisions of the Fair Labor Standards Act are required to submit their time and report all work and non-work hours (e.g. class time, leave, inclement weather, voting leave etc.).
- 14.2 Employees must submit their time according to the published payroll calendar.
- 14.3 The supervisor will train and support employees on the process of completing and submitting their time.
- 14.4 The employee is responsible for the time entries made by the employee or made on the employee's behalf.
- 14.5 Falsification of an employee's time submissions may result in disciplinary action, including dismissal.

Article 15. PERSONNEL FILES

- 15.1 The College shall maintain one (and only one) official personnel file for each member of the staff.
- 15.2 The file will be located in the Office of Human Resources.
- 15.3 A staff member will be permitted to review the material contained in his or her file. At the time the file is reviewed, the staff member shall sign and date a form maintained in the personnel file.
- 15.4 The College will provide a staff member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the staff member. The staff member may submit a written response to any document placed in the staff member's personnel file. This response shall also be placed in the staff member's file.
- 15.5 A staff member may be accompanied by a Federation representative while reviewing his or her file. In addition, a staff member may allow a Federation representative to *view* his or her file provided that the staff member makes such authorization in writing. The Human Resources Director or his or her designee must be present during any review of personnel files.
- 15.6 A staff member may request a copy of his or her personnel file at any time. The copy will be made available to the staff member within three (3) working days at the current cost per copy.
- 15.7 Staff members may also place in their file materials relevant to their qualifications, accomplishments training, and service.
- 15.8 If a member of the Bargaining Unit considers material in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request to the Vice President in writing that the material be removed. The area Vice President, in consultation with Human Resources, shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the area Vice President explains to the staff member why it is still relevant. However, "core documents" such as contracts, legal settlements, and notices of disciplinary action, shall remain in a staff member's personnel file irrespective of age.
- 15.9 All material placed in a staff member's file is subject to the grievance procedure if the placement is alleged to violate this Agreement.

Article 16. WORK WEEK/WORK HOURS AND SCHEDULING

- 16.1 A regular work week begins on Sunday at 12:01 a.m. and ends on Saturday at midnight.
- 16.2 The regular work schedule is forty (40) hours per week and consists of five (5) traditional work days within a seven (7) calendar day period, normally Monday through Friday. Nontraditional schedules may exist in areas such as, but not limited to, security, plant maintenance, libraries, and other seven (7) day per week operations.
- 16.2.1 Based on the operational needs of the College, the College may determine that employees may be assigned to alternative work schedules (e.g. four-day work-weeks).
- 16.3 The traditional daily working hours are from 8:00 a.m. to 5:00 p.m.
- 16.4 Rest Periods - Each workday shall include one (1) fifteen (15)-minute paid rest period for every four (4) hours worked in a workday. Rest periods are considered as time worked and are provided by the College to allow employees to refresh themselves, and to conduct limited personal business.
- 16.4.1 Such rest periods should be taken approximately in the middle of each four (4) hour period and shall not exceed fifteen (15) minutes whether or not the employee chooses to leave the work area.
- 16.4.2 The employee's immediate supervisor shall schedule rest periods in a fair and reasonable manner and according to operational needs.
- 16.4.3 Rest periods shall not be scheduled at the beginning or the end of a work period or appended to a meal break or another rest period.
- 16.4.4 Employees may not use rest periods for the purpose of making up absences or late arrival.
- 16.4.5 Employees working five (5) or more hours in a workday shall be entitled to a fifteen (15)- minute rest period for each four (4) hours worked.
- 16.5 Each employee will have a one-hour unpaid lunch period during any eight (8) hours of work. It may be required at times that the supervisor may have to assign a lunch period in order to meet the needs of the department. The normal lunch hour is between 11:00 a.m. to 12:00 p.m. or 12:00 to 1:00 p.m. Failure to take a lunch hour will not be used to shorten the workday. Lunch breaks are subject to interruption and scheduling by management. Part-time employees working fewer than five (5) hours in a day shall normally not take a meal break.
- 16.5.1 Employees required to work during their lunch period shall be compensated in accordance with Article 23 (Overtime and Compensatory Time).

Article 17. OBSERVED HOLIDAYS

17.1 When a holiday observed by the College falls on Saturday, Friday will be the day the holiday is observed; when a holiday observed by the College falls on Sunday, Monday will be the day the holiday is observed.

17.2 Unit members required to work an observed holiday are paid the holiday and the actual time worked.

17.3 Unit members must work or be on an approved paid leave status the workday before and after the holiday to be eligible for observed holiday pay.

17.4 The following holidays will be observed during the term of this Agreement:

1. Labor Day
2. Veteran's Day
3. Thanksgiving and the Friday following Thanksgiving
4. Christmas Eve and Christmas Day
5. New Year's Day
6. Martin Luther King's Birthday
7. Good Friday
8. Independence Day
9. Memorial Day
10. Presidents Day

Article 18. WELLNESS PROGRAM

- 18.1 Bargaining unit employees will continue to be allowed to participate in the Wellness Program as detailed in the current Staff Handbook.

Article 19. REDUCTION IN FORCE

- 19.1 The College shall retain the right to reduce its employment and, if necessary, discharge or terminate employees as a result of a reduction in force (RIF).
- 19.2 When the College anticipates a RIF that will result in the discharge or termination of staff members in the bargaining unit, the College will notify the Federation in writing of the anticipated RIF at least twenty (20) workdays prior to the implementation of the RIF. The notice shall include the *affected* program(s), department(s), staff member(s), the expected date of the RIF, and a brief description of the circumstances necessitating the RIF.
- 19.3 Prior to the implementation of a RIF, the Federation may submit recommendations regarding downsizing or formally discontinuing a program or department and will be sent to the President for consideration.
- 19.4 The Federation may request in writing to meet with the College President and/or designee to discuss possible alternatives to the RIF, provided such request is made no later than five (5) workdays after the receipt by the Federation of the College's notice of intent to RIF.
- 19.5 The College will consider ways of avoiding the need for a RIF through the use of both voluntary and involuntary transfers.
- 19.6 The determination as to which staff member is to be laid *off* shall be based on factors including, but not limited to, the following: education, relevant employment experience, evaluations, certifications or licenses, if applicable, and program needs or requirements. If all factors listed in the previous sentence are found to be equal, then seniority will be the determining factor.
- 19.7 The College will attempt to place the *affected* full time staff member in a vacant full time position for which they qualify. If an affected staff member does not accept an offered position, they shall have no recall rights under this article.
- 19.8 Whether the Federation exercises its option to meet with the College in accordance with 19.4 above or not, the Federation may submit recommendations or alternatives to the RIF.
- 19.9 A staff member laid off as a result of a RIF shall be placed on a layoff roster for a period of Twelve (12) Months. The factors used for determining the order of recall shall include, but not be limited to, those enumerated in 20.6. above. A staff member notified of recall shall have fifteen (15) calendar days to accept the position. A staff member who refuses an offered position shall have no further rights to employment. Failure to respond within the time frame shall be considered a refusal of employment.
- 19.10 Upon lay-off, a staff member may continue to participate in health insurance benefits by contributing the full premium in accordance with the provisions of COBRA.

Article 20. EMPLOYEE EVALUATION

- 20.1 Employees shall be evaluated once each fiscal year (July 1 to June 30) for his or her performance within his or her job description and specific work assignments.
- 20.2 Employees will be evaluated by their immediate supervisor.
- 20.3 The performance evaluations shall be conducted through the use of evaluation criteria, forms and procedures established by the Human Resources Department.
- 20.4 The employee may submit a written response to the evaluation.
- 20.5 The complete evaluation form, and if applicable, the employee's written response, shall be submitted to the Human Resources Department for inclusion the employee's personnel file.

Article 21. SENIORITY

- 21.1 Seniority shall be defined as the total length of continuous full-time employment with the college.
- 21.2 Seniority credits shall commence with the employee's most recent date of full-time employment.
- 21.3 Time spent on paid leave shall be counted for seniority purposes.
- 21.4 Time spent on approved unpaid leave shall not constitute a break in service.
- 21.5 The College will maintain a seniority list of all employees in the bargaining unit.
- 21.6 Upon request, the College will provide the Federation with a copy of the employee seniority list.
- 21.7 In the event employees have the same date of hire, the date of the employee's acceptance of the *offer* letter shall govern.

Article 22. LEAVES

22.1 Sick Leave/Personal Leave

22.1.1 Bargaining unit staff shall be credited with 129 hours of sick leave per year which shall be accrued on a pay period basis. Three (3) of the accrued days shall be considered personal leave days. Part-time staff shall accrue sick leave at a pro rata percentage of the full-time rate. Sick leave is earned during actual time worked and during paid leave. Sick leave is not earned during periods of unpaid leave.

22.1.2 Sick leave may be used only for the following:

Personal illness or injury (including pregnancy, childbirth, and other related medical conditions).

Partial days when an employee, who has been on sick leave, returns to work on a part-time basis.

Transporting an immediate family member for medical services

Caring for immediate family member, defined as spouse, parent, grandparent, child, brother, sister or any other person residing in the same household of employee, who becomes ill or injured and requires personal assistance from the employee. Length of time charged to sick leave under this paragraph shall not exceed five (5) consecutive workdays, unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family and Medical Leave Act leave who are experiencing extreme circumstances covered under this paragraph, more time may be allowed at the discretion of the employee's Department Director.

Doctor's appointments and other pre-scheduled health-related absences. An employee requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists.

Any portion of the first year following the birth or adoption of a child

Supervisors may authorize an employee to use accrued sick leave to attend the funeral of a relation by blood or marriage, with the exception of cousins.

22.1.3 The employee requesting sick leave shall personally place the call unless extraordinary circumstances exist which render the employee unable to call.

22.1.4 An employee who calls in sick shall not be allowed to change the leave designation to any other type of leave at a later date.

22.1.5 Employees are required to call the immediate supervisor when unable to report to work due to illness or injury within one (1) hour of the employee's work shift.

- 22.1.6 When an employee is absent for three (3) consecutive workdays due to illness or injury, he/she may be required to submit to his/her supervisor a "Physician's Statement" certifying that he/she was under doctor's care during the period of absence and was unable to work. This documentation is expected on the employee's return to work following the three day (or more) extended absence. At the supervisor's discretion, a "Physician's Statement" may also be required for the first day of absence due to sickness in cases involving an employee's re-occurring absences or chronic illnesses.
- 22.1.7 When an employee becomes ill or injured on vacation, he/she may present a "Physician's Statement" verifying the period of illness or injury and charge the period to sick leave rather than vacation.
- 22.1.8 When a holiday falls during the time an employee is on sick leave, the holiday will be charged rather than sick leave.
- 22.1.9 The College reserves the right to require an employee to see a licensed healthcare provider of the College's choice, and at the College's expense, to render a medical opinion on an employee's condition in regard to such employee's use of sick leave, as appropriate in cases involving an employee's re-occurring absences or chronic illnesses.
- 22.1.10 Failure to comply with sick leave practices will result in the employee being placed on Absence Without Authorized Leave (AWOL) status and may result in disciplinary action.
- 22.1.11 Each employee shall be credited with three (3) paid personal leave days at the beginning of each academic year. Personal leave is subtracted from the staff member's sick leave. Personal leave cannot be accumulated but remains in the sick leave balance if not utilized by the end of the fiscal year. The employee shall notify the supervisor of his/her need to use personal leave at least 48 hours in advance unless an emergency situation exists. An employee shall not be required to state the reason for the personal leave.
- 22.1.12 Sick leave shall be accumulated up to a maximum of 200 days (1600 hours).
- 22.1.13 No compensation shall be paid for accrued and unused sick leave at the end of a staff member's employment with the college.
- 22.2 Family and Medical Leave Act (FMLA) - The purpose of the FMLA is to ensure that workers can meet their family obligations without fear of losing their jobs or being otherwise adversely affected by taking time off. FMLA affords workers the right to take up to 12 weeks off from work to care for themselves or family members during a covered medical event or for certain other family reasons. The faculty member can opt to use their sick leave to continue to receive pay during the leave. The faculty member must contact the Human Resources Department for eligibility requirements.

22.3 Annual Leave - The College reserves the right to approve, disapprove or schedule an employee's annual leave in response to the needs of the college. Supervisors shall make every effort to schedule annual leave during the periods least disruptive to the educational process.

22.3.1 Full-time employees accrue 192 hours of annual leave per fiscal year which shall be accrued on a pay period basis. Part-time staff shall accrue annual leave at a pro rata percentage of the full-time rate.

22.3.2 The College may exercise its right to extend the Winter break for all employees by scheduling a maximum of eight days of annual leave in addition to the regularly scheduled holiday.

22.3.3 Annual leave is earned during actual time worked and during paid leave. Annual leave is not earned during periods of unpaid leave.

22.3.4 No employee may carry over more than 240 hours of annual leave from one fiscal year into the next. At the end of each fiscal year (June 30th), any accrued annual leave in excess of 240 hours is forfeited.

22.3.5 Employees must request and receive approval of annual leave, in advance, from their immediate supervisor. Employees are required to provide at least ten (10) calendar days advance notice for any annual leave request of five (5) days or more. This requirement does not apply to emergency annual leave requests.

22.3.6 Annual leave may not be taken in excess of the amount accrued unless a Leave Without Pay is approved.

22.3.7 Using their annual leave balances, Unit employees in the Finance, Accounting and Information Technology Departments are mandated to take an annual two week vacation each fiscal year. During this period, employees will not be allowed to access email or respond to telephone calls. In the event that the employee does not schedule this leave, management retains the right to schedule the leave based on the needs of the college. If the unit employee does not have a sufficient leave balance to cover the absence, he/she will be granted paid administrative leave for the time absent.

22.3.8 Employees on scheduled annual leave when Administrative Leave (e.g. inclement weather, etc.) is granted, shall have the leave charged to the employee's annual leave unless the College closes for a full day. In this case, the employee's annual leave will not be charged, and the leave will be charged to Administrative Leave.

22.3.9 Term appointment employees, as defined in article Z, should use accrued annual leave prior to the expiration of the appointment.

22.3.10 A unit member moving from a non-term position to a term appointment position shall use all accrued annual leave prior to the move. Management reserves the right to pay the unit member

any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the term appointment position.

22.3.11 A unit member moving from one term appointment position to another term appointment position shall use all accrued annual leave prior to the move. Management reserves the right to pay the unit member any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the new term appointment.

22.3.12 Upon separation from the College, non-term appointment employees are paid for unused accrued annual leave hours up to a maximum of 240 hours. Term appointment employees shall only be paid for unused accrued annual leave if payment is allowed through the funding source

22.3.13 Upon termination or non-renewal of funding for term appointments, accrued annual leave will be forfeited.

22.4 Bereavement Leave

Upon notification to the supervisor, a staff member may be granted up to three (3) days of leave with pay for a death in the staff member's family. "Family" is defined as spouse, domestic partner, parent, stepparent, child, stepchild, brother, sister, fat her- or-mother-in-law, brother- or sister-in- law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the staff member. Upon approval of the Department Head, additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.

22.5 Military Leave

Emergency military leave, temporary military leave, and indefinite military leave shall be granted to faculty members in accordance with state and federal law, specifically, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

22.6 Voting Leave

Unit employees, who are New Mexico registered voters, are granted, at their request, time off from College duties to vote in government elections. Such time off within the daily work schedule is paid at straight-time for a maximum of two (2) hours. The College reserves the right to schedule the time off.

22.7 Jury Duty and Required Court Attendance

A staff member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to the Human Resources Department. A faculty member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled workday. In lieu of taking leave with pay, an employee may elect to retain monies received from the court. An employee who elects to take leave with pay must remit to the Payroll Office Human Resources Department monies received in connection with his or her enforced

court attendance (excluding reimbursement for mileage).

22.8 Domestic Abuse Leave

The College provides domestic abuse leave to any employee who is a victim of domestic abuse in accordance with the New Mexico Promoting Financial Independence for Victims of Domestic Abuse Act, NMSA 1978, § 50-4A-1 thru 4A-8. Domestic abuse leave means intermittent paid or unpaid leave time for up to fourteen (14) days in any calendar year, taken for up to eight hours in one day. Leave time may be used to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorney's victim advocates or to attend court proceedings related to the domestic abuse of the employee, a minor child of the employee, or a person for whom the employee is a legal guardian. When domestic abuse leave is taken in an emergency, the employee or the employee's designee must give notice to the employee's supervisor or the College's Human Resources Department within twenty-four hours of commencing the domestic abuse leave. An employee may use paid leave time or unpaid leave time, consistent with College policies.

22.9 Governmental Entity

A full-time staff member who has been duly appointed or elected as a member of a legally constituted State or

Federal Board or County, Municipal or Public Utility Commission, shall be entitled to leave with pay when requested to be absent from his employment in order to attend meetings or transact business of said Board or Commission. Such leave does not apply to publicly balloted and elected offices (for example, City Council, County Commission, School District Board of Education, et c.). Any payment provided to the staff member, other than food and travel expenses, shall either be refused or turned into the College as reimbursement for the leave with pay. A staff member shall not participate in a Board or Commission if such participation will create a conflict of interest for the faculty member or the College or otherwise violates applicable conflict of interest laws. Absence from duty must be approved by the College President or his/her designee and it must not hamper the performance of his/her duties with the College. Such leave shall normally not exceed (2) days per month unless previously approved by the Board.

22.10 Paid Parental Medical Leave

All bargaining unit members who have been employed at the College for twelve (12) consecutive months are eligible for parental leave up to twelve (12) weeks. Parental leave shall run concurrently with leave under the FMLA.

The bargaining unit member should discuss the need for parental leave with their immediate supervisor well in advance of the leave and reasonably in advance for any arrangements to be made to cover the duties of the employee's position. The bargaining unit member and the immediate supervisor will work together to develop a plan for parental leave that meets the needs of the bargaining unit member and the needs of the College. They shall work together to minimize the impact of leave on the functioning of the department and the services provided to the College.

22.11 Leaves Without Pay

While leaves without pay is not recommended, or granted without expectation of reinstatement, reinstatement is not guaranteed. While on an approved leave without pay, the staff member shall be responsible for the employee and employer cost of medical benefits.

22.11.1 Education Leave - An extended leave of absence without pay may be granted an employee for a period not to exceed one (1) year. Upon request, this leave may be extended for a period not to exceed one (1) additional year.

22.11.2 Extended Personal Leave/Leave Without Pay - An employee may be granted an extended leave without pay for extended periods for illness or injury, personal reasons, sickness in a family, or other purposes of a personal nature at the discretion of the area Vice - President. A staff member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practical. Approval may be granted for a limited duration and based on operational needs. A leave without pay shall not exceed one (1) year.

Article 23. OVERTIME AND COMPENSATORY TIME

23.1 The Fair Labor Standards Act requires that covered, non-exempt employees receive overtime pay at one and one-half times the employee's regular rate of pay for all hours worked over 40 hours in a workweek. Compensatory time may be granted in lieu of overtime pay if there is a written agreement, in advance, between the supervisor and the employee that the employee will receive compensatory time in lieu of a cash payment for overtime.

23.1.1 The work week commences on Sunday at 12:01 a.m. and ends at 12:00 midnight on Saturday.

23.1.2 All hours worked must be reported on the employee's timesheet.

23.1.3 The parties agree that the use of flex time during the work week is desirable to avoid the need for overtime.

23.2 Overtime - In order to receive overtime pay, an employee must work more than 40 hours in the 7-day work week. Non-work hours are not considered hours worked and do not count when determining whether overtime compensation is due. Such non-work hours include release time for class, time off for vacation, holidays, sick leave, jury duty and other types of leave.

23.2.1 All overtime work must be pre-approved by the Department Director. Employees must note all time worked on their time sheets, including overtime, whether or not the overtime was pre-approved. Employees will be paid for all hours worked, including unapproved overtime. However, an employee who fails to obtain pre-approval for overtime work may be disciplined.

23.3 Compensatory Time - In order to receive compensatory time, an employee must work more than 40 hours in the 7-day work week. Non-work hours are not considered hours worked and do not count when determining whether overtime compensation is due. Such non-work hours include release time for class, time off for vacation, holidays, sick leave, jury duty and other types of leave.

23.3.1 Compensatory time is accrued at one and one-half times (1.5) of compensatory time for each hour of overtime worked.

23.3.2 No employee may accrue more than 240 hours of compensatory time. An employee shall be permitted to use compensatory time on the date requested unless doing so would "unduly disrupt" the operations of the College.

23.3.3 Employees separating from the College will be paid for any unused compensatory time at a rate of compensation not less than the average regular rate received by the employee during the last 3 years of the employee's employment or the final regular rate received by the employee, whichever is higher.

23.3.4 The Human Resources Department is the official record keeper of compensatory time records for employees of the College.

Article 24. TRANSFERS

- 24.1 The parties agree that the primary consideration for transfers shall be what is in the best interest of the operations of the College.
- 24.2 The College will consider an employee's request for a voluntary transfer to another position.
 - 24.2.1 The requester must meet the minimum job requirements as listed in the job description.
 - 24.2.3 The rate of pay in the new position will be determined by the Department Director in consultation with the Department of Human Resources.
 - 24.2.4 The College may approve transfers at its discretion.
- 24.3 Involuntary transfers will be made at the discretion of the College, maintaining the compensation rate of the involuntarily transferred employee. The parties shall endeavor to establish positive dialogue as a means of reducing conflict over transfer.

Article 25. OUTSIDE EMPLOYMENT

25.1 The College and the Federation agree that an employee's position with the College shall be the primary source of employment. Employees may engage in outside employment. However, both parties agree that as a professional courtesy, the employee shall inform the Director of Human Resources of such outside employment. Such outside employment shall not affect performance, cause absenteeism, or create a conflict of interest for the College.

Article 26. FACILITIES, EQUIPMENT AND SUPPORT

- 26.1 Subject to available funding, the College will provide office space, internet connection, equipment, and materials to aid in the staff members' performance.
- 26.2 An annual needs assessment and review of equipment will be conducted by the Facilities Department and College Administration, to include:

Existing Equipment

Equipment in need of repair

Equipment in need of replacement

Equipment to be added

Prioritization of repairs, replacement, and purchases

Any expenditures determined necessary during the assessment and review process shall be dependent on available funding and incorporated into the departmental budget.

Article 27. SUSPENDED PROGRAMS

- 27.1 The College shall determine whether to continue, discontinue, or re-institute programs.
- 27.2 The Federation may make recommendations to the College on the continuance, discontinuance or reinstatement of programs. The College will consider the Federation recommendations.

Article 28. COMMITTEES

- 28.1 The College President or designee shall determine which institutional committees will be established and the responsibilities of those committees.
- 28.2 The Federation shall be represented on NNMC's Loss Prevention & Control Committee. The Federation shall appoint one representative no later than July 1st of each year.
- 28.3 When the College deems it appropriate for the Federation to be represented on a College committee, other than the Loss Prevention & Control Committee, the Federation shall be represented. The number of Federation representatives shall be determined by the College. The Federation President shall be given ten (10) days' notice to appoint representatives.
- 28.4 The Federation and the College agree that staff committees may continue to operate according to policy.
- 28.5 The Federation and the College agree to the creation of a Labor/Management Relations Committee. The Labor/Management Committee shall 1) consist of a minimum of two representatives appointed by the Federation President and two representatives appointed by the College President 2) discuss issues of concern to either party, 3) meet at times and locations that are mutually acceptable and 4) be empowered to develop its rules of operation.

Article 29. HEALTH AND SAFETY

- 29.1 The parties will comply with all applicable State and Federal laws relating to safe working conditions. Whenever a staff member becomes aware of a condition which the staff member feels is a violation of an institutional safety or health rule or regulation, or Board policy regarding work environment and discrimination; the staff member will report such condition to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

- 29.2 Protective devices and first aid equipment will be provided to staff members who practice in a hazardous institutional environment. The staff members will be responsible for the proper use of such devices. Unless specially trained as part of their job duties, employees will not be required to participate in any dangerous activities or conduct any operations that requires special training.

Article 30. SALARY PROCEDURE

- 30.1 Employees shall be paid on a biweekly basis.
- 30.2 If a payday falls on a weekend, holiday, or a day when the College has scheduled closure, any employee who receives a paper check will be paid the following workday.
- 30.3 If a payday falls during the period in which the College is closed during Winter Break, the employee shall be paid on the regularly scheduled payday. Refer to 30.2 if the regularly scheduled payday is on a weekend or holiday.

Article 31. FRINGE BENEFITS

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

1. Shared Cost Benefits:

A. The College will provide employees coverage under the group plan from the New Mexico Public Schools Insurance Authority (NMPSIA). The College reserves the right to select benefits vendors through an appropriate procurement process, applying appropriate fiscal and quality of service analysis.

a. Eligible employees and eligible family members are defined by NMPSIA and may participate in the following plans offered by NMPSIA. Each fiscal year, NMPSIA may offer an open/switch enrollment period. Payment for these benefits shall be based on rates established by NMPSIA for participating members. Eligibility, effective dates, and change of status rules are defined by NMPSIA. The following benefits are subject to change by NMPSIA.

b. Group Insurance (Medical, Dental, Prescription Drugs and Vision) The costs are shared between the College and eligible employees distributed as follows effective January 1, 2024:

	NNMC Share	Employee Share
Annual Salary: \$1 - \$49,999	80% of premium	20% of premium
Annual Salary: \$50,000 - \$59,999	70% of premium	30% of premium
Annual Salary: \$60,000+	60% of premium	40% of premium

c. Employees on approved extended unpaid leave of absences shall be permitted to maintain their group insurance programs in accordance with the law. In such cases, the employee must assume 100% if the premium cost.

B. Educational Retirement - The Educational Retirement Board (ERB) is the statutory entity responsible for administering the New Mexico Educational Retirement Act (ERA). NM Educational retirement is a shared rate set by New Mexico Statute.

Regular membership is a condition of employment commencing with the first day of employment.

C. New Mexico Retiree Health Care - NM Retiree Health Care is a shared rate set by NM Statute.

2. Other benefits paid by NNMC

- A. Basic Term Life Insurance (employee coverage) \$50,000
- B. Employee Assistance Program
- C. State Unemployment Insurance
- D. Worker's Compensation
- E. Educational opportunities

Employee Tuition Waivers - The College will waive tuition (all fees are excluded) for up to 9 credit hours each academic semester and up to 6 credit hours each summer term. Full-Time employees may be granted time off with pay per week to attend one (1) course each semester at the discretion of the employee's supervisor. The employee participating shall forfeit breaks on class days. Supervisors are encouraged to grant permission for such time off, if possible based on workload or other legitimate business reasons. If time off is not feasible, supervisors are encouraged to arrange an alternative work

schedule in order for an employee to attend a class during the day. Employees granted time off to attend class must either report to class or remain at work.

Tuition or fees for Continuing Education courses are not covered. Employees working less than 40 hours per week are not eligible for time off.

Dependent Tuition- The College will waive tuition (all fees excluded) for up to 18 credit hours per semester for eligible dependents of an employee. This program applies to NNMC offered courses only.

Tuition or fees for Continuing Education courses are not covered.

Non -resident tuition in excess of New Mexico resident tuition is not covered.

Eligible dependents include a legal spouse, domestic partner (affidavit of Domestic Partnership must be filed with Human Resources), and any naturally, legally adopted, or stepchildren who, as of the original application deadline, are unmarried and have not reached age of twenty-five (25). When an employee is no longer married or a domestic partnership is terminated, the ex-spouse or domestic partner is not eligible for tuition benefits under this program, effective with the academic semester following the date of the divorce or termination of the domestic partnership.

The amount of the tuition benefit will be reduced by the amount of tuition waived by any other tuition waiver or tuition scholarship. The amount of an individual's dependent education tuition benefit, plus the amount of any need-based financial aid grants, will not exceed the cost of attendance, as defined by the Financial Aid Office.

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

3. Employee Paid Benefits

- A. Flexible Spending Accounts - allows the employee to pay for eligible medical and/or dependent care expenses on a pre-tax basis.
- B. Life Insurance - Additional Employee Term Life (Supplemental) Life, and Dependent Life (spouse, domestic partner, and children) coverage are provided.
- C. Supplemental Retirement Plans -Members of the Bargaining Unit are eligible to participate in a supplemental retirement plan (403(b) and 457(b) accounts). Contribution limits are established each calendar year by the Internal Revenue Service.
- D. Other Supplemental Plans (Voluntary Supplemental Accident), Cancer and other products including financial products offered by various carriers. For a complete list of other supplemental insurances and carriers contact the human resources department.

Article 32. COMPENSATION

32.1 Bargaining unit members, for Fiscal Year 2024-2025, will receive a three (3) percent (3%) across-the-board salary increase appropriated by the Legislature.

32.2 The following minimum pay rates apply to bargaining unit employees effective the first full pay period following July 1, 2024:

Custodians - \$15.45 per hour

Groundskeepers/Maintenance - \$15.45 per hour

Safety and Security Officers - \$15.45 per hour

Facility Tech - \$16.38 per hour

Receptionist - \$16.38 per hour

Financial Aid Student Outreach Specialist - \$16.38 per hour

Shipping and Receiving - \$16.87 per hour

Accounting Tech/AP - \$17.90 per hour

Bookstore Clerk - \$16.87 per hour

Administrative Assistant - \$17.38 per hour

Business Office Specialist - \$17.38 per hour

Accounting Tech/AP - \$17.90 per hour

Admission Specialist I - \$18.41 per hour

Admission Specialist II - \$ 19.13 per hour

Lab Technician - \$17.38 per hour

Testing Examiner/Academic Advisor - \$17.87 per hour

Recruiter- \$17.87 per hour

Catalog Technician - \$19.13 per hour

Academic Advisor- \$19.13 per hour

IT Tech - \$20.29 per hour

Senior Facility Tech - \$20.29 per hour

32.3 Effective the first full pay period following ratification and signature of this Agreement July 1, 2024, bargaining unit employees will receive \$0.45 per hour increases on every 4th year anniversary of continuous service with the College.

32.4 Northern New Mexico College understands the importance of making its employees feel valued and motivated. Management and designated members of the bargaining unit will conduct a study to gather data that will collectively allow for the creation of a career progression framework. This framework synchronizes the College's goals with the bargaining unit member's goals, builds trust, increases employee retention, and increases productivity. Data gathered should include such pieces as current salaries, competitive wages, job descriptions, employee evaluations, criteria for advancement, and training and professional development needs.

The results of any such study shall not be binding upon the College but shall only be used as

consideration for the development of a career progression framework, and any future salary increase associated with a career progression framework shall be contingent on sufficient appropriations or other revenues to fund a career progression framework. A career progression framework will also be considered in conjunction with the College's other financial priorities and obligations.

Article 33. NO STRIKE OR LOCKOUTS

- 33.1 In Accordance with New Mexico Public Employee Labor Relations Board Statute 10-?E-21, the Federation and its members shall not engage in a strike and the College shall not engage in a lockout. The Federation and its members shall not cause, instigate, encourage or support a public employee strike. The Federation and its members shall not cause, instigate or engage in a public employee lockout.

Article 34. NEGOTIATING PROCEDURES

- 34.1 Negotiations for a successor agreement may be initiated when either party submits a notice to the opposite party requesting the commencement of negotiations. The party receiving the request for bargaining shall meet with the party initiating the request to determine a mutually agreed upon time and place to begin negotiations within ten (10) workdays of receiving notice. The notice of request to commence negotiations shall be sent no earlier than November 1st prior to the entire Agreement's termination date. -However, with the written agreement of both the Administration and Federation, any article can be re-opened at any time during the fiscal year.
- 34.2 If the parties have not reached agreement on a successor agreement before this Agreement terminates, the agreement shall remain in full force and effect until a successor agreement is negotiated and ratified.
- 34.3 Negotiations shall be conducted in closed session as specified in the New Mexico Public Employee Bargaining Act (PEBA).
- 34.4 Additional negotiations ground rules may be negotiated by the parties.
- 34.5 During negotiations, the parties shall meet at mutually acceptable times and places for negotiations.
- 34.6 Recesses, caucuses or study sessions may be called by either team at any time.
- 34.7 All Proposals shall be submitted both in writing and electronically in an editable document.
- 34.8 In the event the parties fail to reach agreement prior to the expiration date of this Agreement, they may seek mediation assistance from the Federal Mediation and Conciliation Service (FMCS).
- 34.9 Budget information shall be shared by the College.

Article 35. AGREEMENT COPIES

35.1 The parties shall print their own copies of this Agreement.

35.2 This agreement shall be posted on the College's website.

Article 36. COMPLETE AGREEMENT

36.1 The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement and no additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement and this agreement replaces any and previous agreements between the parties.

Article 37 - SEVERABILITY

37.1 If any provision of this Agreement is determined by final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provisions shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law shall be renegotiated by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties knew or reasonably should have known that the provision was contrary to law.

Article 38. AGREEMENT DURATION

38.1 All articles in this Agreement shall become effective upon signature of the authorized representatives of the parties, after ratification by the Federation membership and subsequent approval by the College Board of Regents, and shall remain in effect through June 30, 2025, subject to applicable state laws.

38.2 Every year Article 32 (COMPENSATION) may be opened for negotiations by either party.

Article 39. SIGNATURES

This Agreement was ratified by the Federation on June 25, 2024 and approved by the College Board of Regents on June 28, 2024.

In witness thereof, the parties hereto affix signatures of their respective Officers and Representatives.

NORTHERN FEDERATION OF
EDUCATIONAL EMPLOYEES

NORTHERN NEW MEXICO
COLLEGE

Tim Cron

NFEE President

NNMC Board of Regents President

6-25-2024

DATE _____

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION POLICY

1. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION POLICY

Northern New Mexico College is committed to providing a working and learning environment that provides equal opportunity to all current and prospective employees. Current and prospective employees will be considered for employment, promotions, assignment of duties, training, compensation and benefits, discipline and discharge, and other job opportunities on the basis of merit, and as otherwise required by law.

In accordance with federal and state law, it is the policy of the College to prohibit unlawful discrimination and harassment against employees or applicants for employment on the basis of race, color, religion, national origin or ancestry, sex, age, physical or mental disability or handicap, serious medical condition, spousal affiliation, sexual orientation, gender identity, veteran status, or any other basis prohibited by applicable law, including Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e and the New Mexico Human Rights Act, 1978 NMSA §§ 28-1-1 through 28-1-15.

Any applicant or employee who feels that he or she has been discriminated against or harassed should report the incident to Human Resources, a supervisor, or security.

1.1 AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATIONS

To ensure equal employment opportunities to qualified individuals with a disability, the College will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact Human Resources. It is the policy of the College to prohibit unlawful discrimination and to provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12010, et seq.

1.2 RELIGIOUS AND TRIBAL FEAST DAY REASONABLE ACCOMMODATIONS

Excused absences for observance of religious holidays, including recognized New Mexico Tribal or Pueblo feast days, are permitted for employees. Requests to be away from work to participate in such observances should be submitted at least two weeks prior to the proposed absence. Planned absences for such requests may be taken as either paid vacation leave, if applicable, leave without pay, or with equivalent time worked at a time and manner agreed upon by the employee and the responsible Supervisor, Director, or Vice President. Responsible Supervisors, Directors, or Vice Presidents may make reasonable accommodations for an employee's time away from work for this purpose to the extent practical in the consideration of education, operational, and critical needs of the College.

No employee shall discriminate against any employee or other individual because of individual's religious belief or practice or any absence thereof. A refusal to accommodate is justified only when undue hardship to the College would result from each alternative of reasonable accommodation.

1.3 PREGNANCY DISCRIMINATION ACT

Pregnant employees are protected from discrimination based on current pregnancy, past pregnancy, and potential pregnancy. Northern New Mexico College provides women affected by pregnancy, childbirth, or related medical conditions with the same benefits of employment (such as light duty, alternative assignments, disability leave, unpaid leave, and medical clearance procedures) as other applicants or employees who are similar in their ability or inability to work. The American Disabilities Act (ADA) also covers pregnant employees who are regarded as having disabilities.

1.4 NURSING MOTHERS

Northern New Mexico College recognizes the health, family, and societal benefits of breastfeeding children. It supports all students and employees who choose to continue breastfeeding their children after they return to school or work, whether they be birth mothers, non-birth mothers, or transgender parents. The decision to continue to breastfeed when returning to school or work often depends upon the availability of a suitable place to pump or nurse and the time to do it. For these reasons, and in order to comply with federal and state law (FLSA), 29 USC § 207(r) (1)-(4) and (NMSA 1978, § 28- 20-2), the College provides lactation rooms and reasonable break periods for breastfeeding. For employees, these break periods are considered paid time.

The Second New Mexico Statute, NMSA 1978, § 28-20-1 ("Right to breastfeed"), provides that "A mother may breastfeed her child in any location, public or private, where the mother is otherwise authorized to be present."

1.5 HARASSMENT AND COMPLAINT PROCEDURE

Sexual and other unlawful harassment is a violation of Title VII and Title IX of the Civil Rights Act of 1964, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is the College's policy to provide a work environment free of sexual and other harassment. To that end, harassment of Northern New Mexico College employees by management, supervisors, coworkers, or nonemployees who are in the workplace is prohibited. The College will take all steps necessary to prevent and eliminate unlawful harassment.

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based

on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

“Sexual harassment” is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; or such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment. Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its persistence and pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, comments about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome physical contact, leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one’s sexual experiences; and
- Discussion of one’s sexual activities.

Quid pro quo sexual harassment occurs when a job benefit is directly tied to an employee submitting to unwelcome sexual advances. For example, a supervisor promises an employee a raise if she will go out on a date with him, or tells an employee she will be fired if she doesn't sleep with him.

Only individuals with supervisory authority over a worker can engage in quid pro quo harassment, since it requires the harasser to have the authority to grant or withhold job benefits.

The Title IX Coordinator has been designated responsibility for coordinating Northern New Mexico College’s efforts to comply with and carry out its responsibilities under applicable laws prohibiting discrimination and harassment, including of Title IX of the Educational Amendments of 1972 and Title VII of the Civil Rights Act of 1964. The Director of Human Resources has been designated responsibility for coordinating Northern New Mexico College’s efforts to comply with and carry out its responsibilities under applicable laws prohibiting discrimination and harassment associated with Title VII of the Civil Rights Act of 1964.

A Title VII complaint shall be filed in with the Human Resources Office and will follow the procedures and timelines of either the New Mexico Human Rights Commission or the federal Equal Employment Opportunities Commission, as applicable.

A Title IX complaint shall be filed in accordance with Title IX Grievance Policy 1320 which can be obtained from the Northern New Mexico College website or directly from its Title IX Coordinator.

1.6 REPORTING MISCONDUCT COVERED BY THIS POLICY

Northern New Mexico College employees and individuals associated with the College, acting in good faith, should report any observed misconduct, whether suspected or apparent. Misconduct is any activity performed by a Northern New Mexico College employee that violates state and/or federal laws or regulations, local ordinances, or College policies. Employees are to maintain the highest standards of personal and professional ethics as they conduct business on behalf of the College.

Northern New Mexico College is committed to conducting an initial review and continuing with a thorough investigation into allegations of misconduct where warranted, while protecting the rights of all involved. Misconduct should be reported as soon as reasonably possible, preferably within thirty (30) days from the time the employee becomes aware of the observed, suspected, or apparent misconduct. Report the conduct to your supervisor. If, however, there is reason to believe the supervisor may be involved in the misconduct, report the conduct to the department responsible for dealing with the conduct in question. Such offices could include the Office of Human Resources, the Office of Title IX Coordinator, etc.

1.7 RETALIATION NOT TOLERATED

Retaliation is not tolerated by Northern New Mexico College and will be promptly investigated. Retaliation is any adverse action taken against an employee because that employee reported suspected misconduct. Any employee who interferes with, tries to interfere with, or retaliates against the rights of another employee for reporting suspected misconduct or cooperating in an investigation is subject to disciplinary action up to and including termination of employment. Northern New Mexico College is committed to protecting employees who report suspected misconduct in accordance with the Whistleblower Protection Act (Whistleblower Protection Act - § 10-16C-1. - N.M. Stat. Ann. § 10- 16C-1 et seq. (2012)). Where possible, confidentiality will be maintained, however, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.

It is important to protect individuals from false, unsubstantiated, or inaccurate accusations. An employee who knowingly provides false information or knowingly makes a false report of suspected misconduct or a subsequent false report of retaliation, or who knowingly provides false answers or information in response to an ongoing investigation will be subject to disciplinary action, up to and including termination of employment.