

**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, 2022**

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**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 30<sup>th</sup> or the 15<sup>th</sup> 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 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.

## **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 his/her 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 Members shall be paid their salaries in bi-weekly installments. If a payday falls on a holiday the employee shall be paid on the last workday immediately preceding the holiday.

25.2 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
Non-special (Theory)	\$ 670	\$ 718	\$ 766
Non-special (Studio/Lab)	\$ 1004	\$ 1076	\$ 1149
Special (Studio/Lab)	\$ 1853	\$ 1986	\$ 2120

26.2 For fully online asynchronous courses with enrollments between ten (10) and twenty (20) students, the above matrices will be used. When the online course has less than ten (10) students or more than twenty (20) students, a proportionate rate will be used. For courses with less than ten (10) 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).

For fall and spring semesters, the number of enrolled students that will be used for the calculation is the number of enrolled students on the second Monday of classes. For summer terms, the number of enrolled students that will be used for the calculation is the number of enrolled students on the first Thursday of classes.

26.3 A stipend for fully online asynchronous courses will be paid at \$150 per credit and \$75 for hybrid courses per credit that are delivered at least 50% online if the adjunct faculty has completed the Blackboard Institute or online teaching experience is demonstrated and approved by the Dean and Provost. Online courses shall be approved by the established course peer review process established by the Office of Distance Education.

26.4 For traditional courses at or above the minimum enrollment required, the matrices in section 26.1.3 of this article shall be used. Otherwise:

- a. For non- College of Nursing and Health Science courses when a course has less than ten (10) students, a proportionate rate shall be used instead of cancelling the course. For courses with less than ten (10) students, faculty will be paid one tenth (1/10) of the matrix value per each enrolled student.
- b. For College of Nursing and Health Science courses: When a non-clinical course has less than ten (10) students, a proportionate rate shall be used instead of cancelling the course. For lower-division non-clinical courses with less than ten (10) students, faculty will be paid one tenth (1/10) of the matrix value per each enrolled student. When a lower-division clinical course has less than six (6) students, management will pay a proportionate rate instead of cancelling the course. For

lower-division clinical courses with less than six (6) students, faculty will be paid one sixth (1/6) of the matrix value per each enrolled student-

- c. For College of Education capstone courses with less than six (6) 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 6.

For fall and spring semesters, the number of enrolled students that will be used for the above calculations is the number of enrolled students on the second Monday of classes. For summer terms, the number of enrolled students that will be used for the calculation is the number of enrolled students on the first Thursday of classes.

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 at \$20 per hour for the duration of this agreement to attend Faculty Senate meetings. Adjunct faculty member that serve as senators cannot be compensated for more than 10 hours per academic semester and the compensation shall be limited to no more than two adjuncts per Faculty Senate meeting.

27.7 As a pilot for Academic Year 2019-2020, adjunct faculty will be eligible for a \$80 stipend per academic year if they participate in at least 80% of the meetings for following committees: Academic Standards and Undergraduate Curriculum Committee. The following conditions apply: a) No more than one adjunct faculty member per academic department in each of the committees stated can participate; b) No more than two adjunct faculty members per committee will be allowed to receive the stipend; c) The chair of the committee will make the determination of what adjunct faculty members will become part of the committee in the case that several adjunct faculty members sign for the committee.

**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 1<sup>st</sup> 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 Except for Article 26 (COMPENSATION), 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, 2022, 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, 2019.

32.4 Negotiations for Article 26 (COMPENSATION) for 2020-2021 and 2021-2022 shall follow the procedures in Article 28 (NEGOTIATION PROCEDURES).

**Article 33. SIGNATURES**

This Agreement was ratified by the Federation \_\_\_\_\_ and approved by the College Board of Regents on \_\_\_\_\_.

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

NORTHERN FEDERATION  
OF EDUCATIONAL EMPLOYEES

NORTHERN NEW MEXICO  
COLLEGE

By: \_\_\_\_\_  
NFEF President

By: \_\_\_\_\_  
NNMC Board of Regents President

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](http://www.aftbenefits.org).

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