

**AGREEMENT**

**CENTRAL NEW MEXICO COMMUNITY  
COLLEGE**

**AND THE**

**COMMUNICATIONS WORKERS OF AMERICA**

**EFFECTIVE**

**UPON SIGNATURE THROUGH JUNE 30, 2016**



## TABLE OF CONTENTS

ARTICLE 1	- AGREEMENT AND RECOGNITION .....	1
ARTICLE 2	- MUTUAL RESPONSIBILITY .....	1
ARTICLE 3	- NONDISCRIMINATION .....	2
ARTICLE 4	- NEGOTIATING PROCEDURES .....	2
ARTICLE 5	- EMPLOYEE AND UNION RIGHTS .....	3
ARTICLE 6	- DUES DEDUCTION .....	5
ARTICLE 7	- SENIORITY .....	6
ARTICLE 8	- EMPLOYEE INVESTIGATIONS AND DISCIPLINE .....	7
ARTICLE 9	- PERSONNEL FILE .....	8
ARTICLE 10	- GRIEVANCE PROCEDURE .....	9
ARTICLE 11	- HOLIDAYS .....	12
ARTICLE 12	- ANNUAL LEAVE .....	13
ARTICLE 13	- PAY TREATMENT FOR ABSENCES .....	14
ARTICLE 14	- LEAVE OF ABSENCE .....	16
ARTICLE 15	- ABSENCE WITHOUT LEAVE .....	17
ARTICLE 16	- WORK SCHEDULES .....	17
ARTICLE 17	- OVERTIME .....	18
ARTICLE 18	- MOVEMENT OF PERSONNEL - VACANCIES TRANSFERS AND REASSIGNMENTS .....	19

ARTICLE 19 - EDUCATION AND TRAINING .....	22
ARTICLE 20 - WAGES AND ALLOWANCES .....	23
ARTICLE-21 - BENEFIT PROGRAMS .....	24
ARTICLE 22 - JOB CLASSIFICATIONS .....	25
ARTICLE 23 - DRUG/ALCOHOL POLICY .....	25
ARTICLE 24 - WORKPLACE SAFETY .....	26
ARTICLE 25 - NO STRIKE, SLOWDOWN OR LOCKOUT .....	26
ARTICLE 26 - CONTRACTING OF WORK .....	27
ARTICLE 27 - INFORMATION AND NOTICES .....	27
ARTICLE 28 - MANAGEMENT RIGHTS .....	27
ARTICLE 29 - GENERAL PROVISIONS .....	28
ARTICLE 30 - COMPLETE AGREEMENT .....	29
ARTICLE 31 - SEVERABILITY .....	29
ARTICLE 32 - SAFETY SHOES .....	29
ARTICLE 33 - TERMS OF AGREEMENT .....	29
SIGNATURE PAGE .....	32

**ARTICLE 1: AGREEMENT AND RECOGNITION**

- 1.1 This Agreement made and entered into between the Central New Mexico Community College (hereinafter referred to as the "Employer" or the "College") and the Communications Workers of America (hereinafter referred to as the "Union").
- 1.2 It is the purpose of this Agreement to promote harmonious relations between the Union and the Employer to establish rates of pay, hours of work and other terms and conditions of employment.
- 1.3 It is also the purpose of this Agreement to establish a procedure for the resolution of differences, and to ensure that the Union and the employees in the bargaining unit and the Employer utilize only the procedures contained in this Agreement to resolve any and all employment disputes that arise.
- 1.4 In accordance with Central New Mexico Community College Collective Bargaining Resolution, the College hereby recognizes the Communications Workers of America as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all non-probationary/non-trial employees covered by this Agreement.
- 1.5 The parties are in agreement that collective bargaining will continue as long as the Governing Board Policy on Labor Management Relations exists, permitting negotiations between the parties.
- 1.6 This Agreement is the only Agreement between the parties and replaces any and all previous agreements.
- 1.7 The employees covered by this Agreement are all full and part-time non-probationary/non-trial employees in the Food Service, Maintenance and Operations Departments in the following job classifications:
- Operations I, Maintenance I, Maintenance II, Food Service Aide I, Food Service Aide II, Food Service Buyer, Utility Custodian, Workforce Training Center Custodian. **Job titles are found in Appendix A and will be updated as necessary. Additional job titles can only be added to the bargaining unit by Labor Board action or mutual agreement of the parties and the approval of the CNM Labor Management Relations Board.**
- 1.8 During the term of this Agreement the parties agree that the Employer may, at its discretion, revise, amend or eliminate classification titles consistent with Article 22 so long as doing so does not result in a reduction in pay rates during the term of this Agreement. The new titles created shall be considered successor titles to those identified herein and this Article will be considered amended to include those titles.

**ARTICLE 2: MUTUAL RESPONSIBILITY**

2.1 The College and the Union recognize that it is in the best interest of both parties that all dealings between them be characterized by mutual responsibility and respect.

**ARTICLE 3: NONDISCRIMINATION**

3.1 The parties to this Agreement (the Union and the Employer) agree that neither the Union nor the Employer will discriminate against any employee based upon race, age, gender, color, national origin, religion, ancestry, marital status, disability, sexual orientation, or Union or non- Union membership.

3.2 The use of masculine and feminine gender or titles in this Agreement shall be construed as including both genders and not as sex limitations.

3.3 Any complaint by an employee alleging discrimination in violation of Title VII of the Civil Rights Act of 1964, will be referred to the Human Resources Representative located in the Human Resources Department.

3.4 To the extent allowed by law, these issues must be resolved pursuant to this Agreement.

**ARTICLE 4: NEGOTIATING PROCEDURES**

4.1 Negotiations for a successor Agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations which will include the full text written non-economic proposal. This language in no way implies a continuing recognition obligation. The notice shall be sent no earlier than one hundred and twenty (120) and no later than ninety (90) days prior to the expiration date of the Agreement. Within a reasonable time period after receiving notice, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.

4.2 Negotiations ground rules may be negotiated by the parties.

4.3 During negotiations, the parties shall meet at mutually acceptable times and locations. Negotiations will be conducted in closed sessions.

4.4 Collective bargaining shall be conducted by authorized representatives of the College and the Union. The parties shall notify each other in writing the names of their authorized bargaining representatives and thereafter of any changes which may occur. All such written communications from the Union shall be signed by the Vice President of the Union or designated representative.

- 4.5 In the event of an impasse, upon conclusion of the fact-finding hearing, the fact finder shall recommend only the last best final total package offer of one of the parties. Neither party may alter its final offer as submitted prior to the release of the mediator.
- 4.6 When tentative agreement is reached on a particular provision, it will be reduced to writing, initialed and dated by the respective spokesperson of each party. Such agreements are conditional and may be withdrawn should subsequent discussions change either team's understanding of the language as it relates to another part of the Agreement.
- 4.7 The parties agree that all non-economic issues will be negotiated and agreed upon to the extent possible prior to negotiating economic issues.

**4.8 Members of the union negotiation team will be released from duty without pay in order to participate in the negotiations so long as doing so does not create an operational problem for CNM.**

**4.9 There shall be no new non-economic proposals or issues allowed by the union after it has complied with the provisions of 4.1 above.**

## **ARTICLE 5: EMPLOYEE AND UNION RIGHTS**

### **5.1 EMPLOYEE RIGHTS**

- 5.1.1 The parties agree that all employees in the bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. There shall be no rights implied beyond the specific terms of this Agreement and the Union shall be the exclusive representative of those rights.
- 5.1.2 The collective bargaining agreement will be the exclusive remedy for an employee and/or the Union to contest or otherwise challenge any action on the part of the Employer affecting rights of employees or the Union contained in this Agreement.

### **5.2 UNION RIGHTS**

- 5.2.1 The parties agree that the Union shall be entitled to all of the rights and privileges delineated in this Agreement. There shall be no rights implied beyond the specific terms of this Agreement.
- 5.2.1.1 Union officials and/or representatives not employed by the College shall have reasonable access to the College's premises for the purpose of conferring with the College's representatives and for the administration of this Agreement, provided that prior arrangement is made through the College's Human Resources Office.

5.2.1.2 Neither the Union nor the Local Union, nor any employee shall conduct Union business on the College's premises except:

5.2.1.2.1 Solicitation of Union membership during lunch and break periods will be allowed.

5.2.1.2.2 Upon approval, Union representatives may confer with the College regarding the administration of this Agreement.

5.2.1.2.3 Notices, papers, leaflets, handbills and/or literature that have been approved by the College's Public Information Office may be posted on employee bulletin boards so long as nothing inflammatory, derogatory or disruptive to good labor/management relations is contained in the materials that are posted. No other dissemination of literature shall be allowed. The Union agrees that individualized mailings to employees at the College will comply with this provision. The parties agree that only mailings posted through the United States Postal Service may be sent through the College's mail service. **Employees disseminating information in accordance with this provision shall do so only on non-CNM paid time.**

5.2.1.3 The Local Union will furnish the **CNM Labor Relations Officer**, in writing, the names and respective authorities of Local Union representatives who have been designated to perform duties of the Local Union. **Individuals whose name does not appear on this list shall not be recognized and afforded any rights and/or privileges of this Agreement. The list will be updated when deletions and additions have occurred.**

5.2.1.4 Upon approval from the **CNM Labor Relations Officer** or designee, Local Union Representatives may be released from duty to confer with College representatives regarding grievances or the administration of this Agreement. Such time off will be without pay. Such time will not be considered time worked for the purpose of computing overtime. **Individuals whose name does not appear on this list shall not be recognized and afforded any rights and/or privileges of this Agreement. The list will be updated when deletions and additions have occurred.**

5.2.1.5 For the purpose of complying with Union leave requests, requested time off of one (1) day or less shall be requested at least twenty-four (24) hours in advance, except in an emergency situation. Requests for absences of more than one (1) day shall be in writing and at least three (3) working days in advance.

5.2.1.6 Extended Leave Without Pay for Union Business. Local Union representatives who are Employer employees are eligible for extended leave

without pay for the purpose of conducting Union business subject to the following conditions.

5.2.1.6.1 A written request must be submitted at least fourteen (14) calendar days in advance of the time of the requested leave.

5.2.1.6.2 The representative shall suffer no loss of seniority.

5.2.1.6.3 The representative shall be eligible to continue group benefits as contained in the Agreement, provided he/she pays both the employee's and Employer's portion of the premium cost.

5.2.1.6.4 The representative will be returned to the job title vacated, or one of equal pay.

5.2.1.7 The College agrees that the Union will be provided public information only as indicated below. The Union agrees that all information requests will comply with the following provisions and requests that are not in conformance with the provisions of this Article will not be honored.

5.2.1.7.1 All requests will be limited to information that is directly relevant to the Union's responsibility to represent employees or pursuant to the Public Records Act.

5.2.1.7.2 The Union shall make such request in writing to the College's **Labor Relations Officer**.

5.2.1.7.3 The **CNM Labor Relations Officer**, or designee, shall meet or confer via telephone with Union representative and the **Labor Relations Officer**, or designee, will determine which portions of the requested information complies with sub section 5.2.1.7.1 above and supply such information in a timely fashion.

5.2.1.7.4 On or about February 1<sup>st</sup> of the year in which the contract expires, the union will request a list of all bargaining unit employees including their name, job title, date of hire, hourly rate of pay. The information will be provided within a reasonable period of time prior to the notice of the commencement of negotiations.

5.2.1.7.5 The union may request additional information, subject to 5.2.1.7.3. When a request for information is made the party providing the information will provide the information within a reasonable period of time.

When a request for information is made and determined relevant by the **CNM Labor Relations Officer**, the college will provide the information within a reasonable period of time.



**ARTICLE 6: DUES DEDUCTION**

- 6.1 In accordance with the provisions of this Article, the College agrees to deduct from the wages of employees in the bargaining unit biweekly Union dues on the basis of a properly executed authorization to make such deductions, on a form provided by the Union. The form must be signed by the employee (see Exhibit A).
- 6.2 The amount of the deduction to be made from each employee's wages will be certified, in writing, to the College by the Secretary-Treasurer of the Union. In the event Union dues are changed, the College agrees to effect such changes in the deductions within thirty (30) days following the receipt of a written notice from the Secretary-Treasurer of the Union.
- 6.3 The College will temporarily cease individual deductions when:
- 6.3.1 the employee is temporarily transferred out of the bargaining unit for a period of more than two (2) months, and
  - 6.3.2 the employee is on a leave of absence without pay.
- 6.4 The College will stop individual deductions when:
- 6.4.1 the employee gives notice to the College by signing a letter in the Human Resources Office which requests that the employee's dues deduction authorization be revoked. Such termination shall become effective for the first pay check of the months of January, **April**, July, and **October** of each year. A copy of the letter will be given to each employee with a copy sent to the Local Union;
  - 6.4.2 the employee is no longer in the employ of the College; and
  - 6.4.3 when the employee is permanently transferred out of the bargaining unit.
- 6.5 The College agrees to make two (2) deductions per month from the wages earned by each member and remit such deductions to the Secretary-Treasurer of the Union within two (2) weeks following the second deduction of the month.
- 6.5.1 The College agrees to provide a list containing the names, amount of dues deducted, and the employees' work location.
- 6.6 The College agrees to assume the cost of making such deductions.
- 6.7 It is understood that the Employer assumes no further responsibility in connection with this authorized deduction except to act as a remitting agent in forwarding the amount deducted to the Secretary -Treasurer of the Communications Workers of America.
- 6.7.1 The Union, its membership and the individual members of the bargaining unit agree to hold the Employer safe and harmless and indemnify the Employer for any legal action

concerning the deducting of Union dues or failure to deduct Union dues.

**ARTICLE 7: SENIORITY**

7.1 Following completion of the probationary period, regular full-time and regular part-time employees shall have College seniority and departmental seniority within their job Classification and full-time/part-time status.

7.1.1 College seniority is defined as seniority dating from the employee's most recent starting date of employment **with** the College.

7.1.2 Departmental seniority is defined as the earliest date from which the employee had been continuously hired in the Department.

7.2 The probationary period may be extended for an additional period, not to exceed thirty (30) calendar days, at the discretion of the supervisor.

7.3 Seniority shall be broken in circumstances including but not limited to:

7.3.1 If the employee quits;

7.3.2 If the employee is involuntarily terminated;

7.3.3 If the employee fails to return to work within any time period established pursuant to a layoff/recall notice;

7.3.4 If an employee is on layoff status exceeding six (6) months in duration;

7.3.5 If the employee is absent from work for three (3) or more consecutive working days without advising the College during such absence, except when it is determined by the College that circumstances of such absence were justified and precluded giving notification.

**ARTICLE 8: EMPLOYEE INVESTIGATIONS AND DISCIPLINE**

8.1 The College reserves the right to investigate allegations of employee misconduct and poor performance.

8.2 An employee may be placed on administrative leave with pay, if appropriate, during an investigation involving the employee.

8.3 During an investigation, no documentation related to the matter will be placed in the employee's official personnel file. The employee will be provided the opportunity to respond to charges prior to the imposition of disciplinary action.

- 8.4 An employee who believes that he or she has been unfairly or unjustly suspended without pay, demoted, or terminated may file a grievance in accordance with the provisions of this Agreement. In the event such grievance is processed to the arbitration stage of the grievance procedure, the arbitrator shall determine if the action taken by the Employer was in violation of any provisions of this Agreement.
- 8.5 Employees will be permitted to have union representation at any meeting conducted for the purpose of the employee responding to written charges specified in a pre-disciplinary memorandum. The unavailability of a local Union Representative shall not delay the meeting with management and the employee for more than twenty-four (24) hours.
- 8.6 **Written reprimands may be grieved in accordance with the Grievance Procedure through the CNM Labor Relations Officer level. Reprimands shall not be subject to arbitration.**

## **ARTICLE 9: PERSONNEL FILE**

- 9.1 Bargaining unit employees' official personnel files will be administered in accordance with the following provisions.
- 9.1.1 The College shall maintain an official personnel file for each employee. The official personnel file will be maintained in the College's Human Resources Department.
- 9.1.2 An employee may review material contained in his/her official personnel file.
- 9.1.3 Any information placed in the employee's personnel file may be removed as a result of a grievance settlement.
- 9.1.4 An employee shall be entitled to provide a written response to adverse material contained in their official file.
- 9.1.5 No anonymous or unsigned information may be placed in the employee's personnel file.
- 9.1.6 Any information or materials which are derogatory to an employee's conduct, service, character, or personality shall not be placed in an employee's file unless the employee has been given the opportunity to examine and respond to the information or materials.
- 9.1.7 An employee wishing to access their personnel file shall provide at least twenty-four (24) hour advance notice. The employee may be required to show proper identification. A designated representative of the Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.

9.1.8 The College will honor reasonable requests for a copy of any accessible document in the official file for the employee.

9.1.9 Upon specific written request, the Union or Local Union representative will be provided copies of all information in any employee's official file which is relevant or pertinent to a grievance or grievance investigation.

9.1.10 The Department and each supervisor may maintain a separate working file for each employee that is not accessible to the employee **or the Union. Information contained in this file will not be used as the sole basis for disciplinary action unless the employee has been given an opportunity to respond to the charges.**

## **ARTICLE 10: GRIEVANCE PROCEDURE**

### 10.1 PURPOSE

10.1.1 The purpose of this procedure is to secure at the lowest possible administrative level, equitable resolutions to problems which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for members of the bargaining unit other than that contained in this Article. The Union agrees and waives the right to challenge any employment actions, except as delineated in this Agreement and the grievance procedure contained herein.

### 10.2 DEFINITIONS

10.2.1 Grievance. Shall be defined as a dispute pertaining to a claim which alleges a violation of this collective bargaining agreement.

10.2.2 Grievant. Shall be an employee, a group of employees, the Local Union or the Union.

10.2.3 Days. Shall mean Monday through Friday, not including holidays or times when the College's administrative offices are closed.

### 10.3 PROCEDURES

10.3.1 The grievance proceedings shall be kept informal at all levels of this procedure.

10.3.2 The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.

10.3.3 If the Employer or the Employer's representative(s) fails to comply with the time limit requirements as set forth under any of the procedural steps, the grievance shall be considered automatically appealed to the next level of the procedure.

- 10.3.4 If the grievant fails to comply with the grievance time limit requirements as set forth under any of the procedural levels, the grievance shall be considered null and void. In the event a grievance is pursued to arbitration and there is a question raised over the issue of timeliness, upon a finding by the arbitrator that the grievance failed to comply with any time limit requirement, the arbitrator shall be required to dismiss the grievance.
- 10.3.5 The time limits set forth herein may be extended, provided the extension has been mutually agreed in writing by the parties.
- 10.3.6 A grievance shall not be considered unless the grievant, the Local Union or Union representative initiates the grievance no later than ten (10) working days after the grievant knew or reasonably should have known of the action which precipitated the grievance.
- 10.3.7 Failure of the grievant or the Union to comply with any requirements or procedures of the grievance procedure will result in the dismissal of the grievances.

#### 10.4 STEPS

- 10.4.1 No matter shall be submitted under the grievance procedure unless it has been discussed by the employee and/or the Local Union Representative with the employee's immediate supervisor in an informal meeting to attempt resolution.
- 10.4.1.1 If the grievance is not resolved in the informal meeting with the employee's immediate supervisor, a written grievance may be filed with the Department Director or designee. Such written grievance must be filed within ten (10) days from the date of the incident that precipitated the grievance as identified in section 10.3.6 above.
- 10.4.1.2 To be considered, the grievance must be timely filed and contain at minimum the following:
- Name of aggrieved employee, department, job title, action taken by the Employer, Article and Section of Contract allegedly violated, **a concise description of the facts that support the claim of violations of the contract, all known witnesses at the time and applicable dates**, relief requested, and representative if any. **No amendments to the grievance are allowed unless they are made within the time frame established in 10.4.1.1.**
- 10.4.2 If after ten (10) days from the date the grievance was filed with the Department Director, the grievance is not resolved, a grievance may be filed with the Human Resources Director or designee. Such grievance must be filed within ten (10) days from the date of the Department Director response or the date that response was due. No later than ten (10) days following receipt of the written grievance, the Human

Resources Director or designee shall schedule a meeting with the Union Representative or grievant, in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross examine witnesses brought by the other party.

10.4.3 The Human Resources Director or designee shall have ten (10) days to render a decision.

10.4.4 If the grievance is not resolved with the Human Resources Director or designee's decision(s), the UNION, with input from the grievant, may submit the grievance to arbitration. Such request must be submitted to the Human Resources Director or designee not later than ten (10) days following the receipt of the Human Resources Director or designee's decision. **The issue of timeliness may be brought up at any step of the grievance procedure. The arbitrator will decide all issues of grievability.**

## 10.5 ARBITRATION

10.5.1 The moving party will be responsible to administratively arrange for the arbitration. There shall be no special requirements for the arbitrator or any limitation on the arbitrator pool without the mutual written agreement of the parties.

10.5.2 The arbitrator will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service in accordance with the provisions contained in this Agreement. The parties shall alternatively strike names on the list until there is one name remaining who shall be the arbitrator. The moving party to the arbitration shall strike the first name.

10.5.3 The arbitrator shall conduct the hearing as soon as possible and shall render the determination within thirty (30) days, following the conclusion of the hearing.

10.5.4 The arbitrator's decision shall be in writing and shall include the decision, the rationale, and, if appropriate, the relief.

10.5.5 The arbitrator shall not have the authority to modify, expand or add to the rights that employees or the Union have under the provisions of this Agreement.

10.5.6 The arbitrator's decision shall be final and binding on the parties, subject to appeal in accordance with the Uniform Arbitration Act.

10.5.7 The arbitrator's fees and cost shall be shared equally by the parties **including the cost of a court reporter**. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

## 10.6 MISCELLANEOUS

- 10.6.1 No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the preceding and/or processing of a grievance.
- 10.6.2 A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
- 10.6.3 An employee, acting individually, may present a grievance without the intervention of the Union, provided the grievance has been processed in accordance with this procedure. At any hearing (Department Director level or above) of a grievance brought individually by an employee, the Union, as a party to this collective bargaining agreement, will be afforded the opportunity to be present and make its views known. Any adjustment made shall not specifically violate the provisions of this collective bargaining agreement.
- 10.6.4 If a grievance affects a group of two (2) or more employees, or involves an action or a decision by the College or the Division Director which has a division wide impact, the Union may submit the grievance on behalf of the affected employees. All procedural requirements that apply to the grievant will also apply to the Union when filing a grievance on behalf of employee(s).
- 10.6.5 The parties may exchange information or documents they believe will help resolve the grievance. The College will furnish the Union, upon written request, information/material contained in the aggrieved employee's official personnel file. This does not apply to written statements of employees, citizens or others.
- 10.6.6 All documents related to a grievance shall be maintained as a separate file. This does not include disciplinary actions and/or documents that are the subject of a grievance.
- 10.6.7 All grievance and grievance responses shall be filed and processed in accordance with this collective, bargaining agreement.
- 10.6.8 The grievant's and the Union's processing of grievance shall be conducted on non-Employer paid time, unless otherwise agreed to by the parties.

**ARTICLE 11:       HOLIDAYS**

- 11.1 Full-time bargaining unit employees, except Food Services, shall be eligible for eleven (11) paid holidays each year.
  - 11.1.1 The specific days shall be designated by the College and shall normally include Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Day after Thanksgiving.

- 11.2 In order to receive pay for an observed holiday, an employee must either be at work, or on an approved absence with pay, both the workday before and the workday after the observed holiday.
- 11.3 Employees required to work on their observed holiday shall receive two and one half (2 ½) times their regular rate of pay for all hours worked on the holiday.
- 11.4 A holiday which falls within an employee's approved annual leave (vacation) or approved sick leave shall not be deducted from the employee's annual or sick leave accrual.
- 11.5 When a holiday falls on an employee's regular day off, the employee will be given an alternative day off to be scheduled at the mutual agreement of the employee and their supervisor.
- 11.6 Holidays shall be considered time worked for the purpose of computing overtime.
- 11.7 Food Service's employees shall have Labor Day as a holiday.

**ARTICLE 12: ANNUAL LEAVE**

Part-time employees in the bargaining unit accrue annual leave on a **one-half time** basis in accordance with the CNM Employee Handbook.

- 12.1 Regular full-time employees in the bargaining unit, other than food services employees, will accrue annual leave as follows:

<u>Years of Service</u>	<u>Annual Leave</u>	
	<u>Days</u>	<u>Hours</u>
0	10	80
1	12	96
2	14	112
3	15	120
4	16	128
5	17	136
6	18	144
7	19	152
8	20	160
9	21	168
10 or more	22	176

- 12.2 Annual leave is accrued each pay period and cannot be used in advance of accrual. The maximum annual leave accrual shall not exceed 30 days or 240 hours.
- 12.3 Scheduled annual leave (vacation). The Employer will allow annual leave scheduling in accordance with procedures established by the Department Head. When two (2) or more employees in the same job classification apply for the same annual leave slots, seniority



will be the determining factor in granting the leave; however, all employees applying for annual leave will be allowed one leave slot prior to a more senior employee being able to exercise his/her seniority for a second leave slot. Management reserves the right to cancel leave based upon the operational needs of the Employer as determined by management. Employees will be given reasonable notice of such cancellation.

- 12.4 Unscheduled annual leave. The Employer will allow some unscheduled annual leave based upon operational needs as determined by management. Such requests, when allowed, shall be granted on a first come, first serve basis. Only in a case where two (2) or more requests are received from employees in the same job classification at the exact date and time will seniority be a factor. Management reserves the right to cancel leave at any time based upon the operational needs of the Employer as determined by management. Employees will be given reasonable notice of such cancellation.
- 12.5 All annual leave usage is subject to the approval of management, whose decision shall be final.
- 12.6 When an employee's vacation is interrupted by hospitalization, which has been verified by a physician, such interrupted vacation leave shall be rescheduled at a time mutually agreeable to the supervisor and the employee. Such period of illness shall be charged to available sick leave.
- 12.7 Employees who cannot utilize their vacation within the calendar year will be permitted to carry over the unused vacation to a maximum of thirty (30) days or 240 hours. Employees who exceed this maximum by the end of the fiscal year shall receive payment for the excess balance over thirty (30) days at a conversion rate of one day's pay to four (4) days of annual leave.
- 12.8 Employees who receive approval for annual leave may use such leave in one (1) hour increments. **However, annual leave cannot be used by an employee to address chronic tardiness.**

### **ARTICLE 13: PAY TREATMENT FOR ABSENCES**

Part-time employees in the bargaining unit accrue personal, bereavement, and sick leave on a **one-half time** basis in accordance with the CNM Employee Handbook.

An employee may be granted leave with pay, subject to the approval of the supervisor. **No sick leave or personal leave will be allowed for days upon which an employee requested but was denied personal or annual/vacation leave unless a doctor's certification is provided.**

#### 13.1 JURY DUTY

- 13.1.1 Leave with pay will be granted an employee for court legal process, including jury duty, response to a subpoena or other legal process which requires an absence from

duty for other than personal matters. Leave with pay will not be granted to an employee pursuing a claim or called to testify against the College.

13.1.2 To be eligible to receive payment under this provision, an employee must notify his/her supervisor on the first workday after receipt of a notice to report for jury duty.

13.1.3 No employee shall be required to report to work on any day in which he/she served eight hours of duty and had been compensated by the court for an eight (8) hour assignment. Employees may be required to return to work for the period of time not spent on jury duty, excluding reasonable travel time.

13.1.4 Employees will receive their regular hourly rate of pay for jury duty and shall turn over any amounts received for wages from the court to the Employer, except compensation received for mileage and meals.

13.1.5 Such hours paid shall not be counted as hours worked for the purpose of computing overtime.

## 13.2 BEREAVEMENT

13.2.1 An employee may be absent, not to exceed three (3) days with pay due to death in the immediate family. Immediate family consists of employee's spouse, child, stepchild, grandchild, parent stepparent, sister, stepsister, brother, stepbrother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law or others who reside in the same household with the employee, or a person in loco parentis. Appropriate verification may be required.

13.2.2 In the event the employee desires additional leave, if approved such leave will be deducted from the employee's accrued vacation, personal leave, or leave without pay.

## 13.3 MILITARY LEAVE

13.3.1 Military leave will be administered in accordance with federal and state law.

## 13.4 SICK LEAVE

13.4.1 Regular employees will accrue four (4) hours of sick leave per biweekly pay period.

13.4.2 When, in the judgment of the immediate supervisor, the employee has used sick leave excessively or improperly, the employee may be required to provide a doctor's certificate or other justification in order to be paid for such absence.

13.4.3 Sick leave accrual shall be credited to the employee at the beginning of the pay period for the previous biweekly work period.

13.4.4 Sick leave days may be accumulated not to exceed two hundred and sixty (260) days.

13.4.5 When an employee is absent due to work related illness or injury, the employee will be considered for Workers' Compensation benefits in accordance with state law.

13.4.6 Patterns of paid time off for illness usage, such as but not limited to, the days before or the day after normal days off, holidays or use of leave for vacation may be considered abuse of leave and may result in disciplinary action including termination.

### 13.5 PERSONAL LEAVE

13.5.1 One day (eight (8) hours) of personal leave per fiscal year with pay shall be granted to members of the bargaining unit, except food service employees who shall accrue forty (40) hours (five (5) days) of personal leave per year with pay.

13.5.2 Unused personal leave will be converted to sick leave at the end of the fiscal year.

### 13.6 PROFESSIONAL LEAVE

13.6.1 Professional leave with pay may be granted for participation in College related professional activities upon the approval of the appropriate vice president.

### 13.7 EDUCATIONAL LEAVE

13.7.1 Educational leave will be administered in accordance with the College's policy and procedures.

## **ARTICLE 14: LEAVE OF ABSENCE**

### 14.1 FAMILY AND MEDICAL LEAVE (FMLA)

14.1.1 Employees with more than twelve (12) months of employment with the College will be granted up to twelve (12) weeks unpaid leave from their duties in accordance with the provisions of the Family and Medical Leave Act (FMLA).

14.1.2 The College will grant such leave for eligible employees for the birth or adoption of a child, to care for a spouse or an immediate family member with a serious health condition, or when the employee is unable to work because of a serious health condition.

14.1.3 Any requests for leave must be in writing with at least thirty (30) days notice, if possible, and must specifically state that the request is for Family and Medical purposes. If required by the supervisor, all supporting documentation, including physician's statements must be attached. Employees granted leave under the Family

and Medical Leave Act shall have guaranteed return rights to an equivalent position for a period up to twelve (12) weeks.

14.1.4 Upon completion of the leave period, the employee will be eligible for reinstatement to the same or equivalent job the employee held before going on leave.

14.1.5 The provisions of this section are not subject, to the grievance procedure.

14.1.6 An employee may be required to utilize all paid leave benefits before using leave without pay under the provisions of the FMLA. Such leave taken shall count as part to the twelve (12) weeks. **The employee is required to provide a Doctor's certification as required by the College.**

## 14.2 LEAVE WITHOUT PAY

14.2.1 The College may grant employees leave without pay for a period not to exceed one (1) year. Such requests for leave must be in writing and with no less than five (5) workdays written notice in advance of the requested leave period, except in an emergency situation, and must indicate the reason(s) for the leave, the duration of the leave requested and the dates of departure and return.

14.2.2 The supervisor will also attempt to respond in writing to the employee's request at least three (3) working days prior to the employee's requested leave.

14.2.3 Employees on leave without pay shall not accrue annual, personal or sick leave for those hours on leave without pay.

14.2.4 EMERGENCY SITUATIONS. Emergency shall mean a situation beyond the control of the employee which prohibits the submission of the request within the five (5) working days time period.

14.2.4.1 In the event an emergency situation occurs, the employee should notify the immediate supervisor or departmental manager, director or designee as soon as possible.

## ARTICLE 15: ABSENCE WITHOUT LEAVE

15.1 Employees who are to be absent from work are required to call their supervisor in accordance with the work place practices in effect or instructions from their supervisor. Failure to follow proper procedures may result in denial of approval for the leave requested and/or disciplinary action.

15.2 Failure of the employee to notify the College of an absence for more than three (3) consecutive days will be regarded as job abandonment and will be considered as a voluntary resignation.

15.3 Such automatic terminations shall be rescinded when it is determined by the College that the circumstances of such absence were justified and precluded giving notification or receiving approval for such absence. The College may require satisfactory evidence supporting the absence.

## **ARTICLE 16: WORK SCHEDULES**

- 16.1 The normal work week shall begin on Saturday at 12:01 a.m. and ends on Friday at midnight within which full-time employees shall normally be assigned five (5) consecutive workdays of eight (8) hours each. Variations from this practice may occur so long as it does not result in a regular workday exceeding ten (10) hours. This provision shall in no way be construed as a guarantee by the College of any amount of work in any period or as a limitation on hours of work in any period.
- 16.2 During the workday, employees will be provided with an unpaid lunch period of either thirty (30) or sixty (60) minutes. Lunch periods are subject to scheduling, interruption and rescheduling by management.
- 16.3 Each workday shall include one fifteen (15) minute paid rest period for each four (4) hour work period in a workday. Such rest period shall normally be scheduled by management in the middle of the working periods but may be modified based upon the needs of the College. Such rest periods cannot be accumulated and cannot be used in conjunction with the lunch period or other time off the job. Breaks are subject to interruption and rescheduling by management.
- 16.4 The College reserves the right to introduce other work schedules. Changes in work schedules shall require reasonable advance notice to the employees affected. This notification does not apply to emergencies or overtime assignments. If the change in work schedules is for a duration of greater than one (1) week and involves a group of employees, they shall receive five (5) workdays advance notice.
- 16.5 Bargaining unit employees will be permitted to make recommendations regarding alternative work/shift schedules. Such recommendations will indicate a complete work/shift schedule and will be given serious consideration. When considering such recommendations on alternative work/shift schedules, all employees in the impacted work group will be given the opportunity to provide their input on recommended changes.
- 16.6 Call back. Whenever an employee who has completed their normal workday and has left the College is called back to work from home, he/she will receive a minimum of **two and one half (2.5)** hours work. This shall include reasonable travel time from their residence. This provision shall not apply when overtime hours worked are an extension of the normal workday. Such time shall not be pyramided for premium compensation purposes.

16.7 Reporting time. Whenever an employee reports to work and is notified that their regularly assigned duties cannot be performed because of inclement weather or other situations, such reporting employees will be assigned other duties or required or permitted to return home. The employee will receive a minimum of two (2) hours pay. The balance of the unpaid time may be charged to vacation, or leave without pay. The employee will be required to be available to report to work later if needed.

16.8 Personnel involved in essential services as designated by the respective Vice President will report to work at the regularly scheduled time or other time as directed by the College. If an employee's position involves essential services as designated by the Department Director, and the College is closed for emergency or some other reason like inclement weather, employees required to work in such circumstances will receive pay in accordance with the Employee Handbook. If the College closes and the employee is not required to report to work or is sent home early he/she shall be paid for all hours the employee would have regularly worked.

16.8.1 Employees who are delayed due to inclement weather may be allowed to utilize annual leave for such periods.

#### **ARTICLE 17: OVERTIME**

17.1 Overtime will be assigned by management, based upon the needs of the Employer. Employees are required to work overtime assignments they are given.

17.2 Employees who are assigned and work overtime, will be compensated at the rate of one and one half (1 ½) times their regular rate of pay for time actually worked in excess of forty (40) hours in a seven (7) day period.

17.3 The College will make a reasonable effort to distribute overtime equitably.

17.4 Overtime records are available in accordance with the College's Public Records Policy.

17.5 Paid leave is never considered time worked for the purpose of computing overtime except in the case of holiday pay.

17.6 The parties recognize that alternative work schedules, which may includes flex time, may exist or be implemented in order to address either the employee's or the College's needs.

#### **ARTICLE 18: MOVEMENT OF PERSONNEL–VACANCIES, TRANSFERS, AND REASSIGNMENTS**

18.1 LATERAL TRANSFERS

- 18.1.1 A lateral transfer is defined as a lateral move from a job in one classification to another job in the same classification, to a different campus, within the same grade level.
- 18.1.2 Employees may request a transfer by applying for the position when it is posted **on the CNM website**. Employee applicants for such transfers will be considered before outside applicants are considered.
- 18.1.3 If the Employer fills the vacancy with an applicant voluntarily transferring and if the Employer determines two (2) or more applicants are equally qualified, the senior employee will be selected.

## 18.2 VACANCIES

- 18.2.1 Vacancies for all positions in the bargaining unit, that the Employer determines need to be filled, shall be posted **on the College's website** for a minimum of five (5) working days.
- 18.2.2 Employees who wish to be considered for vacancies may apply by following the directions provided on the vacancy posting or by contacting the Human Resources Department for specific instructions.
- 18.2.3 Vacancy posting will contain specific identification of the vacant position, the work site where the vacancy exists, the position's major duties, and a deadline for submission of applications. The listing of the vacancy location in no way shall be considered a limitation of the right of the College to make assignments and reassignments.
- 18.2.4 Selection will be based upon whomever the Employer determines to best meet the needs of the College subject but not limited to such criteria as: education, experience, demonstrated ability and attendance. Qualified employee applicants will be considered before external job applicants. When the Employer determines two (2) or more applicants are equally qualified, seniority shall govern.
- 18.2.5 The College shall give notification to each employee who has filed an application of the selection or rejection for the job vacancy for which the employee has applied.

## 18.3 REASSIGNMENTS

- 18.3.1 The Employer retains the right to reassign employees based upon the needs of the College. When such reassignment involves the change of work, schedule, or campus location, the employee will be provided with reasonable notice.

## 18.4 ORIENTATION PERIOD

- 18.4.1 Employees promoted to a new position or reassigned to a new classification shall serve an orientation period of one hundred and twenty (120) days. In the event the employee fails to perform the job satisfactorily, the following provisions shall apply:
- 18.4.1.1 The College, or the employee may choose to return the employee to the formerly held job.
  - 18.4.1.2 Should the formerly held job not be vacant and/or available, the employee will be placed in another vacant and/or available job of equal pay within the Department.
  - 18.4.1.3 Should a job of equal pay not be available and/or vacant, the employee will be placed in an available lower **paid and** graded position, within the Department until such time that an equivalent job within the Department becomes vacant and available, at which time the employee will be placed in that **job** (the employee shall be eligible for this treatment for a period of six (6) months from the time he/she was removed from the promoted position).
  - 18.4.1.4 If no **job** within the Department is available as indicated above, the employee will be placed in layoff/recall status for a period of six (6) months after which the employee will be terminated. During the layoff/recall period the order of placement options described above shall apply to the employee.
  - 18.4.1.5 Upon completion of the orientation period, an employee will be considered approved in the promoted or reassigned classification. For an employee who fails to satisfactorily complete the orientation period to be placed in an alternative **job**, they must be fully qualified for that **job**.
  - 18.4.1.6 Whenever an employee accepts a job of equal pay, the provisions in this section will be considered completed.

## 18.5 REDUCTION IN FORCE

- 18.5.1 The parties recognize there are circumstances under which it may be necessary to reduce the work force. The Employer has the exclusive authority to determine when such a reduction is to occur and what constitutes sufficient reason for a reduction in work force. Such reasons include but are not limited to the following: 1) position/**job** elimination or deletion; 2) lack of funds; 3) reorganization; 4) position/**job** consolidation.
- 18.5.2 When the College determines that a reduction in force is necessary, it will provide the employees affected and the Union with at least thirty (30) days written notice of the impending reduction in force. If the Union wishes to meet with management to discuss the reduction in force and propose alternatives, they may submit a request to do so. Such requests must be submitted within five (5) days from the date the notice



of intent to reduce in force was received by the Union. The Union's request for a meeting shall be granted **provided there are no unreasonable delays.**

18.5.3 Employees will be laid off (reduced in force) in reverse order of seniority with the job titles (skill specialty i.e., plumber, electrician, etc.) affected.

18.5.4 Employees on layoff status will be eligible for recall for a period not to exceed **twelve (12)** months. If the Employer decides to fill a position with a regular full time employee in the job title from which employees were laid off, employees will be recalled in seniority order. Any employee who has not been recalled within **twelve (12)** months of layoff, shall be considered terminated.

18.5.5 The College's obligation to recall a laid off employee shall cease either when the recall period expires or the employee does not report to work within ten (10) days after notice (certified mail), to the employee's last known address, or; the employee refuses to accept a job of equal, lesser or greater amount of pay, which they are able to perform.

#### 18.6 TEMPORARY VACANCIES

18.6.1 Temporary vacancies shall be assigned by management based upon the needs of the College. Employees filling such temporary vacancies shall return to their former job title and classification. Such periods of temporary assignment shall not be construed as giving the temporary employee rights to the permanent vacancy.

#### 18.7 TEMPORARY UPGRADES

18.7.1 Employees who are specifically assigned by their supervisor to **perform** all of the duties of a position of a higher grade for a period of thirty (30) consecutive workdays or more, will receive an increase in pay of 5% per grade or the minimum rate of pay of the higher graded position, whichever is greater. The amount cannot exceed a total of ten (10) percent. If the employee's current rate of pay exceeds 125% of the minimum of the pay range to which they are being upgraded, the employee's rate of pay will not change.

### **ARTICLE 19: EDUCATION AND TRAINING**

19.1 The parties recognize that there are certain licenses and/or certifications required to perform the duties of some classifications in the bargaining unit. Such licenses and certifications will be clearly and specifically identified in the respective job posting, and job classification.

19.2 Employees who are required by the College to be certified or licensed in order to maintain their current job will be permitted to take, during work hours, recertification examinations during the term of this Agreement. Employees who do not pass the recertification

examinations will be required to take subsequent examinations in the same concentration on their own time.

19.2.1 In the event the College requires existing employees to obtain certification or licenses beyond those identified in the employee's job classification, such employee will be permitted a reasonable time as determined by management, commensurate with the licensure or certification.

19.2.2 These provisions shall not apply to a driver's license.

19.3 If the College requires employees to participate in training during normal work hours, the employees will receive their regular rate of pay. The parties agree that this provision applies to an employee improving language and communication skills.

19.4 Employees are encouraged to participate in education and training that will enhance their job skills and qualify them for advancement in the College. Employees may apply for tuition reimbursement in accordance with established College policies.

The new educational benefit made available as a result of CNM Governing Board action on April 14, 2009 will be provided to bargaining unit members (Tuition and Fee Waiver for Dependents).

19.5 Employees who fail to maintain the required licenses and/or certifications for their position may be removed from their position at the discretion of management. Employees removed from their position under these circumstances may be terminated or placed in another position at the discretion of management. Such termination or placement cannot be the subject of a grievance.

## **ARTICLE 20: WAGES AND ALLOWANCES**

20.1 **Effective July 13, 2013 all bargaining unit employees shall receive a 2.0% increase to their hourly rate of pay.**

20.1.1 If an employee's hourly rate is above the maximum of the range for his/her classification, he/she shall receive the pay increase in a non-recurring increase paid on a per pay period basis.

20.1.2 If an employee's hourly rate is below the maximum range for his/her classification title and adding the amount listed above would take their rate above the maximum of the range, the amount below the maximum will be added to his/her hourly rate of pay. The amount above the maximum will be paid as delineated in number 20.1.1, above.

20.1.3 The maximum of each range shall be 155% of the new minimum. Minimums are set by CNM, are not subject to collective bargaining negotiations and are included here for information purposes only.

- 20.2 There shall be no other negotiated wage adjustments during the term of this Agreement unless and employee is promoted or upgraded in accordance with the Temporary Upgrade provided in Article 18 , or as indicated in Article 33, Term of Agreement, Section 33.2.1 and Section 33.2.2.
- 20.3 Employees will receive shift differential of **forty-two** cents (**\$0.42**) cents per hour in accordance with Employer policy **for all hours worked between 11:00 pm and 7:00 am daily.**
- 20.4 Employees who are required to use their personal automobile for approved business purposes shall be reimbursed in accordance with the Mileage and Per Diem Act.
- 20.5 Employees promoted during the term of the Agreement shall receive increases in wages in accordance with the provisions of the Employee Handbook.
- 20.6 Employees who are downgraded or demoted shall have their pay adjusted in accordance with the Employee Handbook.
- 20.7 The College will continue to provide CNM approved uniforms to each employee. Such uniform shall include 5 shirts or smocks. Coveralls may be substituted for shirts or smocks as long as they are of equal value.
- 20.8 When employees are required to travel outside the city, they shall be eligible for reimbursement in accordance with College policy.
- 20.9 Employees whose regular assignment by management is designated as a “lead” employee will receive a one (\$1.00) per hour differential for each hour they are assigned as lead employees.

## **ARTICLE 21: BENEFIT PROGRAMS**

- 21.1 The College will continue to offer group health, dental, vision, disability and life insurance options to the employees in the bargaining unit.
- 21.2 Premiums for the insurance coverages offered to bargaining unit employees are based upon the cost of such premium being split between the College and the employee on a percentage basis, based upon the employees income level, in accordance with the College's practices. Should there be an increase in the premium, such cost shall be apportioned based upon the respective percentages paid by the College and the employee. In the event the College changes insurance providers, the premium will continue to be based upon a sliding scale in accordance with the College's practices.
- 21.3 The parties agree to cooperate in exchanging information regarding the insurance benefits offered as well as employee participation rates and provider preference.

- 21.4 Copies of current insurance programs available to bargaining employees shall be furnished to the employee and the Union upon request.
- 21.5 Employees who choose to participate in these insurance programs will have their premium payments deducted through payroll deductions for all coverage.
- 21.6 The parties acknowledge that changes in benefits provided herein may occur from time to time during the course of this Agreement. The College will share information with the Union as changes occur and when appropriate, in advance of the changes being implemented.

## **ARTICLE 22:           JOB CLASSIFICATIONS**

- 22.1 The parties agree that classification descriptions are intended to provide a general description of the duties to be performed by the incumbent, not an all inclusive list of duties. Employees are responsible for performing the work assigned to them whether or not it is specifically identified in their classification description.
- 22.2 The Employer will provide every employee covered by this Agreement a copy of their classification description and applicable work related schedules. In the event such descriptions are modified, the employee will be notified in writing of such modifications. The employee will also be notified in writing of permanent changes in work schedules.
- 22.3 During the life of this Agreement, should the College modify existing classification descriptions and/ or job titles, upon request from the Union, the College and the Union shall meet to discuss such modifications.

## **ARTICLE 23:           DRUG/ ALCOHOL POLICY**

- 23.1 The College is required to maintain a drug/alcohol free workplace in accordance with the Drug Free Workplace Act of 1988. Employees are prohibited from possession, consumption and/ or being under the influence of drugs/alcohol while on the College's premises or during time paid by the College. Violation of this prohibition may result in disciplinary action up to and including termination.
- 23.2 The College's response to any violation of the drug/alcohol policies may include, as a total or partial alternative to disciplinary action, a requirement that the employee satisfactorily participate in and complete the Employer approved substance abuse treatment or rehabilitation program as a condition of continued employment. Failure of the employee to successfully complete a substance abuse treatment or rehabilitation program may result in termination of employment.

- 23.3 It is recognized that the College may promulgate additional drug/alcohol policies and procedures in order to ensure a drug/ alcohol free workplace **including post-accident testing in CNM owned vehicles**. Such additional policies and procedures may include a provision for random drug testing for employees in safety sensitive positions or employees required to maintain a commercial drivers license.
- 23.4 Prior to implementation of additional policies and procedures, the Union will be given the opportunity to review the proposed policies and/or procedures and provide input to the Human Resources Director.
- 23.5 The College may, at its sole discretion, administer drug/alcohol testing when there is a reasonable suspicion that an employee is in possession of, consuming or under the influence of drugs and/or alcohol. Failure of an employee to cooperate in such testing shall result in the employee's termination.
- 23.5.1 A referral for testing will be based on contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor. Such referrals will be made by personnel who have received training concerning the signs and symptoms of drug/alcohol use. A management/supervisory employee who believes there is reasonable suspicion for a drug test is required to consult with another management/supervisory employee before requiring a reasonable suspicion drug test.
- 23.6 An employee's self-referral to the Employee Assistance Program shall not preclude pending or imminent disciplinary action. An employee who self refers will be required to successfully participate and complete a treatment program and periodic testing program at the direction of the EAP counselor as a condition of continued employment.
- 23.7 Employees in this bargaining unit, who in the regular course of their job duties, install and maintain electricity, natural gas and alarms and locks are identified as safety sensitive. The safety sensitive positions are identified as:
- Alarm Technician  
Locksmith  
Maintenance Electrician  
Master Plumber
- 23.7.1 These employees are subject to random drug testing as a condition of continued employment. This provision will not be used as a pretext for random drug testing of other positions in the bargaining unit.

**ARTICLE 24:       WORKPLACE SAFETY**

- 24.1 The parties recognize that it is the College's goal to provide a safe workplace for its employees.

24.2 Employees are required to report any unsafe conditions or workplace hazards to their immediate supervisor. The report shall be in writing and the employee shall provide a copy to the Human Resources Representative. In the event the union wishes to monitor the safety reports during the term of this Agreement they may request a meeting through the procedures that are contained in this Agreement.

**ARTICLE 25: NO STRIKE, SLOWDOWN OR LOCKOUT**

25.1 The Union agrees that it and the employees in this bargaining unit will not encourage, support, instigate or participate in a strike or slowdown.

25.2 The parties agree that in the event of a strike or slowdown, the employees who encouraged, supported, instigated or participated in the strike or slowdown may be subject to disciplinary action up to and including termination of their employment with the Employer. If the Employer's Labor Board determines that the Union caused, instigated, encouraged or supported an employee strike, walkout, or slowdown, the Union may be decertified as the exclusive representative and shall be barred from serving as the exclusive representative of any bargaining unit of employees for a period of not less than one (1) year.

25.3 The College shall not cause, instigate, or engage in an employee lockout. If the Union determines that the College causes, instigates, or engages in a lockout, the employees affected by a lockout may apply for injunctive relief to end the lockout.

**ARTICLE 26: CONTRACTING OF WORK**

26.1 The parties recognize that it is an exclusive prerogative right and responsibility of the Employer to determine what work is to be performed and by whom it shall be performed. Prior to the Employer contracting out work which would result in the layoff of an employee in this bargaining unit, the College will provide the Union with at least thirty (30) calendar days written notice of the impending layoff.

26.2 The Union will be given the opportunity to suggest ways in which the College could use bargaining unit employees at the same or lower cost to the College.

**ARTICLE 27: INFORMATION AND NOTICES**

27.1 The College agrees to notify the Local Union, in writing, of the following matters.

27.1.1 Employees being declared surplus.

27.1.2 Employees being retreated to their former job in accordance with the provisions of this Agreement.

27.2 The parties agree to notify each other, in writing, of the following matters:

27.2.1 Changes in their respective representatives and their respective authorities who it has designated in accordance with this Agreement.

27.2.2 The addresses to which all notices and information should be sent to it pursuant to this Agreement.

## **ARTICLE 28: MANAGEMENT RIGHTS**

28.1 Unless limited by the specific provisions of this Agreement, the Employer reserves the right to:

28.1.1 Determine the mission of the College and its division and departments:

28.1.2 Set standards:

28.1.3 Exercise control and discretion over the College's organization and its operations:

28.1.4 Direct employees of the College:

28.1.5 Hire, promote, assign, transfer, and retain employees in positions within the College and suspend, demote, discharge or take disciplinary action against employees of the College:

28.1.6 Maintain the efficiency of the operations entrusted to the administration of the College:

28.1.7 Relieve employees from duties because of lack of work or lack of funding:

28.1.8 Determine the methods, means and personnel by which such College operations are to be conducted; and

28.1.9 Take actions as may be necessary to carry out the mission and functions of the College and maintain uninterrupted service to the students, instructors and other employees in situations of emergency **as determined by College**.

28.2 The Employer shall retain all other rights not expressly abridged by this Agreement. These rights shall not be subjugated or diminished in anyway by any expressed or implied duty to bargain unless it is specifically contained in this Agreement.

**ARTICLE 29: GENERAL PROVISIONS**

- 29.1 The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations will be conducted on any item, whether contained herein or not, except as provided herein or by mutual consent.
- 29.2 The College agrees to **post** the Agreement **on the College website** following ratification, approval and signature.
- 29.3 The Employer agrees that it will not implement any change that is in specific conflict with this Agreement when it is in full force and effect. If any policy, regulation or directive of the Employer is in specific conflict with any provision of the collective bargaining agreement, the Agreement provision will control.
- 29.4 The Employee Handbook, policies, rules and procedures are not subject to the provisions of the grievance procedure.

**ARTICLE 30: COMPLETE AGREEMENT**

- 30.1 The parties agree that upon ratification this shall be the complete and only Agreement between parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This Agreement replaces any and all previous Agreements between the parties.
- 30.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 31: SEVERABILITY**

- 31.1 If any portion of this Agreement is determined by a final order of an administrative agency or court with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.



**ARTICLE 32: SAFETY SHOES**

32.1 In the event Employer requires employees in the bargaining unit to wear safety shoes, Employer will pay up to \$150 for such purchase on an annual basis.

**ARTICLE 33: TERMS OF AGREEMENT**

33.1 This Agreement shall become effective upon approval by the CNM Governing Board and shall remain in full force and effect until June 30, 2016.

33.2 During the term of this agreement, wage adjustments approved by the Board for the Food Service, Maintenance and Operations bargaining unit members will be provided in accordance with the Governing Board resolution, except those employees identified above the maximums. Those employees above the maximum will receive a lump sum payment over the year which does not increase their base rate of pay.

If the CNM governing Board determines that a wage decrease is necessary, CNM will notify the union promptly. Within a 10-day period from such notification, the parties shall meet no more than three times to discuss ideas for possible alternatives to pay decreases or how best to implement such a decrease. Either party may ask FMCS to attend meetings, but if FMCS is not available, the parties will still meet.

At the completion of the 10-day period, CNM may implement the decrease at its discretion.

In the event that CNM determines there are sufficient revenues that allow for wage increases, there shall be one wage opener during the term of this Agreement. For the remaining fiscal years, increases approved by the board will be provided in accordance with the Governing Board resolution.

This reopener will apply one time during the term of this Agreement.

33.3 This Agreement may be extended by mutual agreement of the parties. There shall be no implied requirement to continue this Agreement beyond the expiration date.

IN WITNESS WHEREOF, the parties hereto have caused final agreement on their behalf.

CENTRAL NEW MEXICO COMMUNITY COLLEGE

By: \_\_\_\_\_

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

THE COMMUNICATIONS WORKERS OF AMERICA

By: \_\_\_\_\_  
CWA Representative

\_\_\_\_\_  
Date

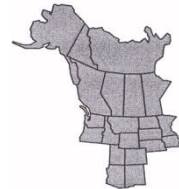
**EXHIBIT 1. UNION MEMBERSHIP CARD**

## **APPENDIX A. JOB TITLES**

**Communications  
Workers of America  
AFL-CIO, CLC**

8085 E. Prentice Avenue  
Greenwood Village, CO 80111-2745  
303-770-2822-Phone 303-793-7927-Fax

---



## **MEMORANDUM OF AGREEMENT**

**TO:** Tom Manning, Senior HR/Labor Relations Officer

**FROM:** Robin Gould, Bargaining Agent, Communications Workers of America

**DATE:** November 28, 2012

**RE:** Base wage increases

The Communications Workers of America concurs with the Central New Mexico Community College's market analysis to increase the base pay by \$2.00 for each member of the bargaining unit in the custodial and groundskeeper job title.

We also concur that criteria will be established for the Lead Custodian title and that this title will be part of the bargaining unit.

RAG:ek  
opeiu5 afl-cio