2014 Addendum to

Agreement

Between the

Communications Workers of America

and the University of New Mexico

Maintenance and Operations and Clerical/Technical Units

July 1, 2014—June 30, 2015

ARTICLE 5 MOVEMENT OF PERSONNEL

Sections 1-5 of existing language remain the same.

- 6. In the event the University decides to layoff a department in order to contract work out which bargaining employees do in that department, the University agrees to notify the Union as to the reasons for the layoff and meet and confer with the Employee Relations Representative but no later than 3 weeks prior to laying off the bargaining unit staff. At that time, the Union may provide their input in writing. This information will be given to the department management for their consideration. This section shall not include work temporarily contracted out to meet emergency needs or work contracted out in accordance with existing practice.
 - 6.1. In the event of a layoff due to contracting out as noted above, Sections 3--4 of this article will apply.
 - 6.1.1. If similar positions do not exist elsewhere in the University system, the affected employee may apply for other posted positions by the "best consideration date" for which he/she meets the minimum qualifications of the position. In this case, the employee would have to contact the Human Resources Consultant within six (6) months of layoff to advise him/her that he/she applied and the HR Consultant would contact the hiring department to discuss the possibility of considering the employee.
 - <u>6.1.2.</u> If the employee declines any open position, this will not affect the ability of the employee to apply for unemployment benefits.
- 7. In the event that the Employer has been contracting work out for less than three (3) years and the Union contends that the work being performed under a service contract can be more economically, efficiently and qualitatively performed by employees in the bargaining unit, it shall notify the Employer of its contention in writing, supported by a statement setting forth the reasons why it believes such work can be more economically, efficiently and qualitatively performed by bargaining unit employees. The University will consider the Union's recommendation. In the event the University determines that the work will be returned, the bargaining unit positions that are rehired will be returned to the bargaining unit and to University service.

ARTICLE 7 WAGES AND ALLOWANCES

A. Effective upon ratification and signature of this Agreement or effective July 1, 2014, whichever is later, all bargaining unit employees who were in an active status with continuous employment prior to January 1, 2014, who are in an active status on July 1, 2014, and who are no longer on probation will receive a two-and-a-half percent (2.5%) increase to their hourly rate.

The first payment will be distributed on July 18, 2014 if the Agreement is ratified and signed by May 15, 2014. Otherwise the payment may be delayed if ratification and signature occurs after this date. If so, the processing of the

payment will depend on when in the pay period the Agreement is ratified and signed. The University will attempt to process the payment as soon as possible but no later than two (2) payroll periods.

The remainder of the language remains the same in Article 7

2014 Reopener between the University of New Mexico and the Communications Workers of America

THE UNIVERSITY OF NEW MEXICO

Acres Washington.

COMMUNICATIONS WORKERS OF AMERICA

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