

AGREEMENT

BETWEEN

THE UNIVERSITY OF NEW MEXICO

AND

UNITED ACADEMICS - UNM

UNIT 1

JULY 1, 2021 – SEPTEMBER 30, 2024

TABLE OF CONTENTS

ARTICLE 1. PURPOSE..... 2

ARTICLE 2. UNION RECOGNITION..... 2

ARTICLE 3. MANAGEMENT RIGHTS 2

ARTICLE 4. UNION RIGHTS 3

ARTICLE 5. DUES DEDUCTIONS..... 5

ARTICLE 6. FACULTY VOICE AND RIGHTS..... 6

ARTICLE 7. COMPENSATION 7

ARTICLE 8. BENEFITS..... 8

ARTICLE 9. LEAVES 9

ARTICLE 10. RESEARCH LEAVE ARTICLE FOR TENURE-TRACK FACULTY..... 14

ARTICLE 11. SABBATICAL LEAVE..... 14

ARTICLE 12. ACADEMIC LEAVE FOR SENIOR AND PRINCIPAL LECTURERS... 17

ARTICLE 13. ACADEMIC WORKLOAD 19

ARTICLE 14. ANNUAL APPOINTMENT, PROMOTION AND RENEWALS OF LECTURERS 21

ARTICLE 15. LABOR-MANAGEMENT COMMITTEE..... 21

ARTICLE 16. DISCIPLINARY ACTION 22

ARTICLE 17. GRIEVANCE AND ARBITRATION PROCEDURE 23

ARTICLE 18. PERSONNEL FILES 27

ARTICLE 19. SAFETY..... 28

ARTICLE 20. SAVINGS CLAUSE 29

ARTICLE 21. COMPLETE AND ENTIRE AGREEMENT 29

ARTICLE 22. DURATION..... 29

APPENDIX A 32

APPENDIX B 33

ARTICLE 1. PURPOSE

THIS AGREEMENT is entered into between the University of New Mexico, hereinafter referred to as “Administration”, and United Academics of the University of New Mexico, American Association of University Professors/American Federation of Teachers, AFL-CIO hereinafter referred to as the “Union” or “UA-UNM”, to provide terms and conditions of employment for all bargaining unit members of the University as identified in the appropriate bargaining unit, and certified by the University of New Mexico Labor Management Relations Board, and as set forth in Recognition below.

ARTICLE 2. UNION RECOGNITION

- A. The Administration hereby recognizes the Union as the exclusive representative of the bargaining unit members covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment. The bargaining unit consists of all faculty members as follows: Assistant Professor; Associate Professor; Professor; Professor of Practice; Research Lecturer I, II, and III; Research Assistant Professor; Research Associate Professor; Research Professor; Lecturer I, II, and III; Senior Lecturer I, II, and III; Principal Lecturer I, II, and III; Instructor; and Senior Instructor employed at the main campus in Albuquerque and the branch campuses of Gallup, Taos, Los Alamos, and Valencia and excluding Provost, Senior Vice Provost, Associate Provost, Deputy Provost, Chancellor, Dean, Associate Dean, Assistant Dean, Department/Division Chairs, Academic Directors, all visiting faculty and working retirees, and those excluded as managerial, confidential, and/or supervisory.
- B. The parties may discuss the inclusion or exclusion of positions from the bargaining unit; however, accretions and severances shall be handled in accordance with the law and applicable rules and regulations.

ARTICLE 3. MANAGEMENT RIGHTS

- A. The Administration retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Mexico and federal laws. Such rights include, but are not limited to, the following:
 - 1. to determine the mission of the University, its schools, departments, and programs;
 - 2. to set standards, qualifications, and performance expectations;
 - 3. to exercise control and discretion over University organization, operations, property, equipment, and facilities;
 - 4. to direct bargaining unit members of the University;
 - 5. to hire, transfer, assign, reassign, promote, grant tenure, and retain bargaining unit members in positions within the University; and to suspend, discharge, or take other disciplinary action against bargaining unit members;

6. to relieve faculty members from duties because of lack of work, decrease in student enrollment, programmatic changes, during an administrative or other investigation, or for other business reasons;
 7. to maintain the efficiency of the operations entrusted to the University and its Administration;
 8. to determine the methods, means, and personnel, including, but not limited to, contracting of services, by which the University operations are to be conducted;
 9. to promulgate and/or amend any and all policies, rules, regulations, directives, and orders provided such are not in conflict with this Agreement; and
 10. to take whatever actions may be necessary to carry out the functions and mission of the University and maintain uninterrupted service to its students in situations of emergency. Changes to bargaining unit members' wages, hours, or terms and conditions of employment based upon a declaration of an emergency may result in impact bargaining.
- B. The Administration retains all rights not expressly and specifically limited by this collective bargaining agreement, or the Public Employee Bargaining Act. The Administration retains the right to delegate any of its rights and to rescind such delegation at any time.

ARTICLE 4. UNION RIGHTS

- A. The parties agree that the Union has the right and duty to represent the interest of faculty members in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the University. In exercising those rights, the following provisions shall apply:
1. The UA-UNM President shall notify UNM's Office of Academic Affairs in a timely manner of all elected officials to ensure efficient communication in regards to the execution of the collective bargaining agreements.
 2. Faculty members and UA-UNM shall be entitled to all the rights and benefits specifically delineated in this agreement. There shall be no implied or inferred rights to the Union or any faculty members. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.
 3. Bargaining unit members have the right to form, join, or assist the Union. Bargaining unit faculty members also have the right to not form, not join, or not assist the Union.
- B. Access to and Use of University Facilities and Resources:
1. UA-UNM shall have the right to use electronic mail systems or other similar communication systems as provided for in the Public Employee Bargaining Act (PEBA), in accordance with all UNM polices.

2. UA-UNM may utilize University facilities for meetings with the bargaining unit in accordance with state law and University procedures.
 3. UA-UNM shall also have the right to use campus catering services in accordance with University policies and procedures.
 4. In accordance with University policy and procedures, including standard associated fees, UA-UNM shall have the right to access University equipment, including duplicating, computing, office, and audiovisual equipment.
 5. The Administration shall make available to the Union upon its request any public information in accordance with applicable law.
 6. UA-UNM shall not use University time, equipment, property, website, or materials for Union business except as specifically provided herein or in law.
- C. Designated Office Space on Campus: In order to conduct its representation activities, UA-UNM may enter into an annual lease agreement with UNM for separate office space for UA-UNM's exclusive use on each University campus. The location of the space will be determined by the Administration. UA-UNM will retain the right of refusal of this lease. Exercising this refusal right releases UNM from any obligation to provide office space for UA-UNM for a period of at least a year.
- D. Use of Bulletin Board Space: UA-UNM may post notices of UA-UNM meetings on bulletin boards in accordance with University and/or Department procedures and policies, including but not limited to in accordance with all UNM policies.
- E. Meetings with bargaining unit members:
1. Faculty Orientations
 - a. UA-UNM may meet with newly hired bargaining unit members at the end of new employee orientation as required by law and as scheduled by the Administration. Notification by email of the date, time, and location of Faculty Orientations shall be made to UA-UNM no later than two (2) weeks prior to the event.
 - b. The Administration will facilitate the arrangement of a UA-UNM meeting for new bargaining unit members immediately following new faculty employee orientation, in the same location or online venue. As a UA-UNM meeting, the Administration will not be present at this meeting.
 2. As specified in the Public Employee Bargaining Act, meetings with bargaining unit members shall not interfere with the orderly operation and functioning of the University. In particular, UA-UNM meetings with bargaining unit members will not interfere with their instructional time, research, office hours, delivery of assigned services, and/or other job duties.
- F. Right to Information:
1. The Administration will provide the Union with a list of information regarding bargaining unit employees as required by law. The Union will be provided budget

and financial information that is public information disclosable under the Inspection of Public Records Act (IPRA).

2. The Administration shall provide UA-UNM, in an editable digital file format, all information for each bargaining unit member it is required to provide under the PEBA ten (10) calendar days from the date of hire for newly hired employees and every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired employees.
 3. The information provided by the administration shall include, but is not limited to, employees' names and dates of hire, personal and work contact information, and employment information.
 4. UA-UNM will be provided annually with a list of bargaining unit members who were granted or denied promotion and tenure during the preceding year no later than the following September 1.
- G. Support for UA-UNM Business: Non-faculty representatives of UA-UNM shall be permitted on campus to transact official UA-UNM business, subject to any normal university policies for visitors on campus.
- H. University Website and Distribution of Agreement: A copy of the collective bargaining agreement will be made available to bargaining unit members on the University's website.

ARTICLE 5. DUES DEDUCTIONS

- A. Employees may join and be a member of the Union or may choose not to join or be a member of the Union without interference, restraint, or coercion. Employees may voluntarily pay Union membership dues through payroll deduction. Such authorization forms must be signed and dated by the employee.
- B. A bargaining unit employee may commence or terminate payroll membership dues deductions at any time by written notice to the University's payroll office or written notice to UA-UNM.
1. If notice is provided to UA-UNM, the Union will notify the payroll office; if notice is provided to the payroll office, it will notify UA-UNM. In both cases, notification will be given within ten (10) days of receipt of such a cancellation notice.
 2. Commencement of or cancellation of membership dues shall take effect no later than the next full pay period after receipt of notice by the payroll office. The University's payroll office will be notified in writing of the single membership dues amount by February 15th for the upcoming fiscal year. No changes to the deduction amounts will occur after that date. Payroll deduction will only be for membership dues and will not include any other fees, fines, arrears payments, or assessments of any kind.

- C. No payroll deduction of dues shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction, nor shall such deductions be made from subsequent payrolls to cover the period in question.
- D. The Administration will transmit the dues monthly to UA-UNM.
- E. The Union shall indemnify, pay for the defense of, and save the Administration harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the Administration for the purpose of complying with this Article.
- F. Solicitation of membership shall not interfere with the instruction of students or the delivery of services.
- G. The membership card, which shall include the employee's Banner ID and Netid, is attached hereto as Appendix A, and may be amended by the Union.

ARTICLE 6. FACULTY VOICE AND RIGHTS

A. Academic Freedom

1. The University of New Mexico strives for inquiry, learning, and scholarship of a breadth and depth that will result in excellence in all of the University's missions: teaching, scholarly work, and service. Each academic unit has an obligation to contribute to each of the three functions of the University. The fulfillment of these functions rests upon the preservation of intellectual freedom.
2. Academic freedom and responsibility are essential to the integrity of the University. The principles of academic freedom are integral to the conception of the University as a community of scholars engaged in the pursuit of truth and communication of knowledge in an atmosphere of tolerance and freedom. The University services the common good, and as a public university, there is a special obligation to serve the public interest.
3. The principles of academic freedom and freedom of expression apply to traditional forums and media as well as to newer electronic media, such as digital images, websites, and social media.
4. The concept of academic freedom is accompanied by an equally demanding concept of responsibility. Faculty members are members of a learned profession. When they speak, or write as citizens, they must be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As learned people and as educators, they should remember that the public may judge their profession and their institution by their statements. Hence, they should strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to make every effort to indicate, when speaking in their personal capacity, that they are not speaking for the institution.

5. A bargaining unit member who has been denied academic freedom should follow the procedures as set forth in the Faculty Handbook.

B. Shared Governance and Collective Bargaining

1. The parties recognize and support the role of shared governance bodies at the University. This Agreement is not intended to limit the faculty role in governance as provided for in University policies.
2. The *UNM Faculty Handbook*, as amended from time to time, shall remain in existence for the duration of this agreement. In case of conflict between the *UNM Faculty Handbook* and this agreement, this agreement governs.
3. Decisions made by the Faculty Senate are not matters of bargaining and are not subject to the terms of this Agreement.

ARTICLE 7. COMPENSATION

- A. Effective the first full pay period following July 1, 2021, bargaining unit employees other than Research Lecturers, Research Assistant Professors, Research Associate Professors, and Research Professors will receive a one- and one-half percent (1.5%) increase in base salary.
- B. Tenure/Tenure-track faculty on base plus contracts may also receive a one- and one-half percent (1.5%) increase in the salary beyond base if aligned with their base plus contract, subject to the availability of research contract funding.
- C. Research Lecturers, Research Assistant Professors, Research Associate Professors, and Research Professors will receive a one- and one-half percent (1.5%) increase in base salary subject to the availability of research contract funding.
- D. Research faculty may individually petition their programs, departments, or colleges for increases above the base 1.5% increase if such increase is supported by research funding as provided in a grant or other soft money funding source associated with the research faculty member's research. Such petitions will be considered by the Administration, and if sufficiently justified may be awarded at the discretion of the Administration.
- E. Bargaining unit members who moved up in faculty rank in 2021 will receive the following salary increases in the first full pay period following July 1, 2021:

Assistant Professor to Associate Professor	\$4120
Associate Professor to Professor	\$8240
Professor to Distinguished Professor	\$8240
Senior Lecturer to Principal Lecturer	\$4120
Lecturer to Senior Lecturer	\$3090

- F. Yearly increases to promotion salary increases will be indexed to the annual base salary increases negotiated that year.
- G. The Administration will set minimum salaries for bargaining unit members by rank, as follows:

Job Title	Main Campus Bargaining Unit Member Minimum Salary	Branch Campus Bargaining Unit Member Minimum Salary
Lecturer I	\$44,000	\$39,000
Lecturer II	\$45,000	\$40,000
Lecturer III	\$46,000	\$41,000
Senior Lecturer I	\$50,500	\$45,500
Senior Lecturer II	\$51,500	\$46,500
Senior Lecturer III	\$52,500	\$47,500
Principal Lecturer I	\$51,500	\$46,500
Principal Lecturer II	\$52,500	\$47,500
Principal Lecturer III	\$53,500	\$48,500
Assistant Professor	\$50,000	\$45,000
Associate Professor	\$58,000	\$53,000
Professor	\$70,000	\$65,000

- H. The Administration, in its discretion, may offer individual bargaining unit members salary adjustments as retention and equity adjustments.
- I. The Administration may grant salary increases to bargaining unit members as a response to a competing offer of employment or recruitment of a bargaining unit member by another employer in order to retain faculty.
- J. A list of such retention and equity increases shall be provided to the Union annually in March of each year. The list shall include the individual's name, rank, department, previous salary, amount of increase, and effective date.
- K. Only this article may be re-opened on an annual basis in order to address changes in compensation rates.

ARTICLE 8. BENEFITS

- A. The Administration will continue to provide programs for health, dental, life, vision, education programs, and wellness programs to bargaining unit employees.
- B. Retirement programs through the Educational Retirement Act (ERA), as determined by the Educational Retirement Board (ERB), and the Alternative Retirement Plan (ARP) are available to bargaining unit employees.

- C. Contributions to health, dental, life, vision, and retirement will be processed through payroll deduction.
- D. The Administration will provide written notice to the Union President of any changes in programs or contributions prior to implementation.

ARTICLE 9. LEAVES

- A. Leaves for bargaining unit employees will be governed by University Administrative Policies, the Faculty Handbook, and state and federal law. Bargaining unit employees will contact their Dean/Director/Chair, as set forth herein, for any absence or to request leave.
- B. Annual Leave
 - 1. While annual leave will be granted whenever possible to satisfy individual requests, continuity of operations must be maintained. Consequently, annual leave must be scheduled with the approval of the dean, chair, or director concerned.
 - 2. For full-time bargaining unit members on 12-month contracts, annual leave is accrued at a rate of 1.75 days per month for a total of twenty-one (21) days per year. To earn annual leave during a given month, a bargaining unit member must receive pay for at least twelve (12) days during that month. Bargaining unit members may accrue up to a total of 31.5 days. Bargaining unit members may not accrue annual leave while on sabbatical leave.
 - 3. For part-time bargaining unit members on 12-month contracts for at least 1/2-time but less than 3/4-time work, annual leave is accrued at a rate of seven (7) hours per month for a total of eighty-four (84) hours per year with maximum allowable accrual of one hundred twenty-six (126) hours. For such bargaining unit members working at least 3/4-time but less than full-time, the accrual rate is eleven (11) hours per month, or one hundred thirty-two (132) hours per year with a maximum allowable accrual of one hundred eighty-nine (189) hours. To earn annual leave for a given month, 1/2-time employees must work a minimum of forty-eight (48) hours in that month, and 3/4-time employees must work a minimum of sixty-four (64) hours in that month.
 - 4. Bargaining unit members on 12-month contracts with the University who are terminating their employment are expected to take all accrued annual leave within the contract period. If, however, accrued annual leave extends beyond the contract period, and if the bargaining unit member has given appropriate notice of termination in accordance with the Faculty Handbook, the bargaining unit member's supervisor may request that an additional contract be issued to include payment of accrued annual leave (not to exceed twenty-one (21) days for full-time bargaining unit members, fifteen and three-quarter (15.75) days for 3/4 time bargaining unit members, and ten and one-half (10.5) days for 1/2 time bargaining unit members). Bargaining unit members terminating employment for retirement purposes (under the New Mexico Educational Retirement Act) would be paid for the full unused annual leave hours not to exceed the maximum allowed accrual.

5. When a nine-month bargaining unit member's salary is converted to a twelve-month salary, the nine-month salary is multiplied by 11/9. A twelve-month salary figure is converted to a nine-month salary by multiplying the twelve-month figure by 9/11. This procedure recognizes the different leave policies required by the contracts and compares nine months' work with eleven months' work, with no annual leave accruals for those on nine-month contracts and one month's annual leave within the twelve-month contract.

C. Sick Leave

1. In cases of illness or injury requiring an absence of less than ten (10) days, the bargaining unit employee will notify the Department Chair/Director and arrange for coverage of the bargaining unit member's class(es).
2. In cases of illness or injury requiring an extended absence, defined here as a period exceeding ten (10) working days, upon recommendation by the department chairperson, the dean, and the Provost or Provost's designee, the President may approve an extended sick leave with pay up to a maximum of six (6) months for those full-time bargaining unit members who have had six (6) or more years of continuous service at the University and who have not had an extended sick leave during their last six (6) years of service. For those who have been at the University less than six (6) years or who have been granted extended sick leave during their last six (6) years of service, the length of the requested sick leave will be reduced proportionally in the discretion of the Administration as follows:
 - a. 1 year of service may be eligible for one month of sick leave;
 - b. 2 years of service may be eligible for two months of sick leave;
 - c. 3 years of service may be eligible for three months of sick leave;
 - d. 4 years of service may be eligible for four months of sick leave;
 - e. 5 years of service may be eligible for five months of sick leave;
 - f. 6 years of service may be eligible for six months of sick leave.
3. Permanent part-time bargaining unit members, who work at least one-half (1/2) time are eligible for sick leave proportionally.
4. In cases where the duties missed due to illness or injury cannot be assumed by others without the expenditure of funds not budgeted to the department or college, the department chairperson or director of an academic division or dean in colleges without departments will report the matter to the college dean who in turn will consult with the Senior Vice Provost for Academic Affairs for resolution.
5. In cases of illness or injury requiring absences shorter than ten working days, deans and directors are required to keep records as necessary of any series of such instances and to report to the Senior Vice Provost for Academic Affairs.

D. Parental Leave

1. All bargaining unit members at 0.50 FTE or higher who have been employed at UNM at least one semester are eligible for parental leave up to one (1) semester.

Parental leave shall run concurrently with leave under the FMLA. In taking parental leave, the expectation is that the bargaining unit member will spend this time caring for and bonding with a child who has recently joined the household.

2. If both parents are bargaining unit members, each is eligible for parental leave. If both bargaining unit members are in the same department, the bargaining unit members and the chair will discuss how best to meet the needs of the department and the family including whether to take the leave concurrently or consecutively (preferable). If only one parent takes leave, that parent will be reimbursed at full pay during the leave. If both parents wish to take leave, whether consecutively or concurrently, they will each be reimbursed at one-half of their usual salary.
3. Mothers giving birth, spouses or domestic partners of mothers giving birth, parents adopting, and parents accepting a long-term foster placement or fostering toward adoption, are all eligible for equal amounts of parental leave under this section.
4. Eligible Events: Parental leave should normally begin within one calendar year after a child is born or an adopted or foster child joins the household. Exceptions to the one-year time frame will be considered by the Administration on a case-by-case basis.
5. Extraordinary circumstances such as multiple births/adoptions or events involving special-needs children may necessitate additional parental leave and/or flexibility and shall be referred to the Provost or Branch Chancellor, or their designees, for a determination. These situations will be reviewed on a case-by-case basis to determine how best to meet the additional needs of the bargaining unit member and the University.
6. Parental leave provides full relief from teaching duties and similar responsibilities. When research and advising are part of the duties, it is normally expected that these activities will continue during parental leave, but not during any period of medically required leave. Given the varied nature of academic responsibilities across the University, it is the prerogative of each dean to establish guidelines for relief under this section.
7. The bargaining unit member should discuss the need for parental leave with the dean or department chair well in advance of the leave and when possible, in time for any alternative teaching and other academic arrangements to be made. The bargaining unit member and the dean or department chair will work together to develop a plan for parental leave that meets both the needs of the faculty member and the needs of the University. They shall work together to minimize the impact of leave on students, grantors, patients, and other beneficiaries of the academic program.
8. The running of the probationary period will be suspended, unless otherwise requested in writing, when a bargaining unit member is on parental leave. Subsequent mid-probationary and tenure reviews will be one full year later. Deans, department chairs, and program directors should help bargaining unit members to make informed decisions about suspending the probationary period.
9. Parental leave time will count towards time worked to earn a sabbatical and research leave.

E. Professional Leave

It is also recognized that a bargaining unit member's absence for attendance at professional meetings or to fulfill other professional obligations may be considered by the department chairperson or director of an academic division or dean in colleges without departments to be of sufficient importance to justify absence from assigned duties. In any such instance, the request must be made well in advance and must have the approval of the department chairperson or director of an academic division or dean in colleges without departments. It is the bargaining unit member's obligation to make suitable arrangements for covering the absence. In order to assure compliance with laws, it is the responsibility of each department chairperson to be prepared to report on any bargaining unit member's absence from regularly assigned classes, scheduled examinations, posted office hours, or other assigned duties or commitments.

F. Military Leave

1. To request military leave, a bargaining unit member, or designated representative (such as an officer of the military), must provide the department chair with a notification that the bargaining unit member will be completing military duty as defined herein. The bargaining unit member will provide official documentation as soon as practical. When military leave is granted for active military duty, service, and training or a local emergency during the period of a regular contract (whether nine, ten, or twelve-month), UNM will continue to pay the bargaining unit member's salary, uninterrupted, up to a maximum of fifteen (15) working days per federal fiscal year. Once the fifteen (15) workday period is used, the bargaining unit member may take annual leave or leave without pay for any remaining absence, unless the Governor of New Mexico grants an additional fifteen (15) workdays of paid leave.
2. Service in the uniformed services covers all categories of military training and service, including duty performed on a voluntary or involuntary basis, in time of peace or war. Active military duty, related service, and training with the following organizations qualify for fifteen (15) paid workdays of military leave per federal fiscal year:
 - a. Armed Forces of the United States, defined to include the Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force, Public Health Service, and their reserve components and National Guard;
 - b. New Mexico National Guard;
 - c. National Disaster Medical System (NDMS);
 - d. Commissioned Corps of the Public Health Service;
 - e. Civil Air Patrol;
 - f. State Defense Force to attend officially authorized training or instruction courses;
 - g. Volunteer emergency responders assisting in an emergency or disaster; or
 - h. Any other category designated by the President of the United States, Governor of New Mexico, or federal or state laws, statutes, or regulations.

3. Unless called to active duty for a "local emergency", bargaining unit members may not receive military leave with pay during the period of a summer session supplemental contract.
4. An unpaid military leave of absence may be granted for the following reasons:
 - a. Active duty, training, or service beyond the fifteen (15) paid workdays of military leave provided in of this policy;
 - b. Voluntary active duty for a special training purpose;
 - c. Required active duty as part of a reserve obligation;
 - d. Voluntary enlistment for military service. Normally, a tour of three (3) years or more of active duty is required.

G. Jury/Court Duty

A bargaining unit member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant in a non-University related matter or testifying against the University) is granted time off with pay for the time spent on these types of duty if the bargaining unit member presents documentary evidence of the summons to the bargaining unit member's supervisor. A bargaining unit member summoned as specified above is required to reimburse the Payroll Office for any compensation received (i.e., juror's check or witness fee) for time spent in court, but will be permitted to retain payments for mileage.

H. Leave without Pay

Any bargaining unit member is eligible for a leave of absence without pay after two years of service at UNM subject to the following stipulations:

1. Leaves without pay will be granted only when in the opinion of the appropriate chair or director, dean, Branch Chancellor when appropriate, and Provost, such a leave will be of distinct benefit to this institution as well as to the individual concerned.
2. Leaves without pay will not be granted to bargaining unit members wishing to accept a regular continuing appointment at another institution. Such an arrangement usually puts UNM at a considerable disadvantage, since it would be required to keep the position open on a temporary basis until the bargaining unit member on leave returns or decides not to return to UNM.
3. Before the leave without pay is approved, the department chairperson and/or the dean concerned must have agreed that the assignments usually carried out by the bargaining unit member requesting the leave may and will be carried out satisfactorily by others, normally including one or more temporary employees from the outside, without any extra cost to UNM.
4. It is to be understood that if a bargaining unit member has not attained tenure, a leave of absence without pay will normally extend the probationary period.
5. Leave of absence without pay is not counted toward retirement or toward years of service when figuring seniority for promotion.
6. While a bargaining unit member is on leave without pay, UNM will not continue to pay its share toward retirement or Social Security benefits.

7. The bargaining unit member's insurance benefits will continue while the bargaining unit member is on leave without pay, unless the bargaining unit member actively cancels their insurance through UNM Human Resources. The bargaining unit member will be responsible for paying their portion of the benefit premiums. UNM will continue its contribution to premiums.

I. Bereavement Leave

Bargaining unit members with an appointment of 0.50 FTE or more, receive paid leave for an absence due to a death in the bargaining unit member's immediate family, up to three (3) working days. Bereavement leave may be extended to five (5) days by the use of two (2) days of sick or annual leave. Additional annual leave may be used to extend the family bereavement period if approved by the bargaining unit member's Dean, Chair, or other supervisor. Family members may be natural, step, adopted, or foster. For the purposes of this policy, immediate family is defined as the bargaining unit member's spouse or domestic partner, children, sons- and daughters-in-law, parents, parents-in-law, grandchildren, grandparents, and siblings. In the case of the death of a family member that falls outside this definition or the death of a close friend, bargaining unit members may request up to three (3) days annual leave.

ARTICLE 10. RESEARCH LEAVE ARTICLE FOR TENURE-TRACK FACULTY

All eligible tenure-track faculty in the bargaining unit, during their probationary appointment are eligible for Research Leave. The purpose of this leave is to provide some teaching release (a minimum of 2 courses) before the tenure review so that the bargaining unit member has additional time to strengthen their research/scholarly/creative works portfolio.

1. Research leave may entail being entirely released from teaching for a semester or multiple course releases over a series of semesters, dependent on college/departmental policy.
2. It is understood that while the member may be released from their teaching duties they will have service responsibilities during this time.

ARTICLE 11. SABBATICAL LEAVE

- A. To encourage professional growth and increased competence among tenured bargaining unit members, sabbatical leave can be taken to facilitate research advancement, pedagogical advancement, creative work, or some other program of study. The application for and approval of sabbaticals should be done in a culture of collegial and shared decision making so that the professional interests and subject matter expertise of the member are taken into full account while the University maintains its ability to deliver on its mission elements of teaching, research, and service.
- B. Types of sabbatical leave: All tenured Unit 1 members, with the exception of research faculty (see Section M below), are eligible for:

1. One semester of sabbatical leave with full salary every six years.
 2. Two consecutive semesters of sabbatical leave at 67% of their salary every six years
 3. One semester of sabbatical leave at 67% of their salary every three years.
- C. When formally applying for sabbatical leave, the bargaining unit 1 member (hereafter referred to as member) must submit their completed sabbatical application to their department/division chair (hereafter referred to as department chair). The application must contain the following:
1. A detailed statement of planned activities for the sabbatical leave.
 2. Official sabbatical application form.
 3. Curriculum Vitae.
 4. A description of current teaching, scholarship and service activities.
 5. Any other relevant information deemed necessary by the bargaining unit member.
- D. Sabbatical leaves are approved with the clear understanding and on the condition that the member will, upon completion of the sabbatical, return to the University for a period of service of at least as long as the duration of the leave.
- E. Approval of Application:
1. A member's application for sabbatical leave is subject to review and endorsement by a departmental review committee, department chair, the dean or dean's designee, branch chancellor or chancellor's designee (in the case of branch faculty) and the provost or the provost's designee. At each stage of the review, the responsible party from the Administration should indicate endorsement or non-endorsement and forward the application to the next level of review. In the case of a non-endorsement, a justification must be included. The University President has the final approval authority for sabbatical leave applications.
 - a. The dean shall send the departmental and college recommendations to the Provost with the proposal together with all recommendations from lower-level reviews by February 1 for a leave commencing in Semester I of that year or by October 1 for a leave commencing in Semester II of the following year.
 2. The department chair shall appoint the departmental committee to evaluate each application. At the department chair's discretion, assistance from other departments may be requested.
 3. Priorities for endorsing sabbatical leave by the departmental review committee are as follows:
 - a. Members who have never received a sabbatical.
 - b. Members with the most number of years since their last sabbatical.
- F. If a formal sabbatical leave request is not granted during the member's first eligible period requested because departmental/unit staffing considerations preclude such leave from being granted, the member shall be provided the sabbatical leave the following year or at a later time jointly agreed to by the member and Administration, when department/unit

staffing allow members, as determined by the Administration. The period of postponement shall be credited for eligibility for a subsequent sabbatical leave.

- G. Time toward each new sabbatical begins or continues to accrue immediately after return to full-time service regardless of the semester of return. Any additional time that was credited, as per section F. above, must also be taken into account when calculating eligibility for future sabbatical leave requests. This crediting of time towards a subsequent sabbatical begins once this contract has been ratified and is not retroactive to the time before the contract's existence.
- H. Appeal of application:
 - 1. In the case of a denial, by the University President, of a formal sabbatical request, the member has the right to appeal to the Committee on Academic Freedom and Tenure.
- I. Members on sabbatical leave may supplement their sabbatical salaries.
- J. Sabbatical leave is counted toward retirement. While a member is on sabbatical leave, UNM will continue to pay its share of all benefits and costs of the employee.
- K. When a member is employed on a continuing basis on a 12-month contract, sabbatical leave options can be translated from "semester" to "6-month period" and from "consecutive semesters" to "12-month period." Members on 12-month contracts may not accrue annual leave while on sabbatical leave.
 - 1. In the case of members in the library whose duties may include librarianship instead of teaching, a reduction of hours and librarianship duties may be negotiated.
- L. Soon after return from sabbatical leave the member is obligated to submit a report detailing the outcomes of their sabbatical leave to their department chair and their dean. This submission may be done electronically. The dean will then forward this report to Academic Affairs. A report on the previous sabbatical leave must on file before applying for a subsequent sabbatical leave. The form of this report will be approved by Academic Affairs, and a resubmission may be required if the report is insufficient in the judgment of Academic Affairs.
- M. Nothing in this article prevents research faculty from self-funding their own leave time as appropriate or adjusting their FTE to allow for leave time. Research faculty must obtain prior approval, from the Administration and the research grant's principal investigator (if applicable), to take leave or adjust their FTE.
- N. Academic Affairs will annually report to UA-UNM the bargaining unit members who applied for and utilized sabbatical leave. The report must include: name, title, rank, department, college, semester sabbatical leave was taken, and type of sabbatical (from 2a above). The report should be delivered no later than March 15 and address the current academic year.

ARTICLE 12. ACADEMIC LEAVE FOR SENIOR AND PRINCIPAL LECTURERS

The main purpose of academic leave is to encourage professional growth and increased competence among lecturers by subsidizing significant research, creative work, pedagogy, or some other program of study that is judged to be of equivalent value. The application for, and approval of, academic leave should be done in a culture of collegial and shared decision-making so that the professional interests and subject matter expertise of the member are taken into full account while the University maintains its ability to deliver on its' mission elements of teaching, research, and service.

- A. All Lecturers in the bargaining unit (hereafter in this article referred to as bargaining unit member) who have achieved the rank of Senior Lecturer, or above, are eligible to apply for academic leave.
- B. Bargaining unit members who qualify have the right to formally apply for academic leave; however, academic leave will not be granted to subsidize graduate work or work on advanced degrees.
 - 1. A bargaining unit member applying for academic leave should normally be on a contract designated as 1.0 full-time equivalent (FTE) for eligibility.
 - 2. If a bargaining unit member's FTE is below 1.0, their length of service must equal the equivalent to the eligibility for academic leave, which may take longer.
 - 3. A bargaining unit member whose contract is 0.5 FTE would multiply their service by a factor of two to meet the full-time service requirements.
- C. A bargaining unit member's formal requests may be approved for one semester of academic leave at full salary every six years.
- D. When applying for academic leave, the bargaining unit member must submit their completed academic leave application to their department/division chair (hereafter referred to as department chair). The application must contain and indicate the following:
 - 1. A detailed statement of planned activities for the academic leave.
 - 2. Official academic leave application form.
 - 3. Curriculum Vitae.
 - 4. A description of current teaching, scholarship and service activities.
 - 5. Any other relevant information deemed necessary by the bargaining unit member.
- E. Approval of Application:
 - 1. A bargaining unit member's application for academic leave is subject to review and endorsement by a departmental review committee, department chair, the dean or dean's designee, branch chancellor or chancellor's designee (in the case of branch faculty) and the provost or the provost's designee. At each stage of the review, the responsible party from the Administration beginning with the department chair after the department review committee, must indicate endorsement or non-endorsement, then forward the application to the next level of review.

2. The department chair shall appoint the departmental committee to evaluate each application. At the department chair's discretion, assistance from other departments may be requested.
 3. Priorities for endorsing academic leave by the departmental review committee are as follows:
 - a. Bargaining unit members who have never received academic leave.
 - b. Bargaining unit members with the most number of years since their last academic leave.
 4. Taking academic leave requires that the bargaining unit member will, at the completion of the academic leave return to the University for a period of service at least as long as the duration of the leave.
 5. In the case of a non-endorsement, a justification must be included.
 6. The dean must send the endorsements from all departmental and college committees to the Provost with the proposal by February 1 for a leave commencing in Fall semester of that year or by October 1 for a leave commencing in Spring semester of the following year.
 7. Final approval for Academic Leave is granted by the University's President.
- F. If a formal academic leave request is not granted during the member's first eligible period requested because departmental/unit staffing considerations preclude such leave from being granted, the bargaining unit member shall be provided the academic leave the following year or at a later time.
1. Postponed academic leave shall be provided when department/unit staffing allows, as determined by the Administration, and jointly agreed to by the bargaining unit member and the Administration.
 2. The period of postponement shall be credited for eligibility for a subsequent academic leave.
- G. Appeal of a formal academic leave request:
1. In the case of a denial of academic leave by the University President, the bargaining unit member has the right to appeal to the Committee on Academic Freedom and Tenure.
- H. Time toward each new academic leave begins, or continues to accrue, immediately after return to full-time service regardless of the semester of return. This includes time banked by the bargaining unit member as per section F above. This crediting of time towards a subsequent academic leave begins once this contract has been ratified and is retroactive to the time before this contract's existence.
- I. Each year there will be at least 12 academic leaves made available for main campus bargaining unit members and at least 1 academic leaves per branch campus made available for lecturers at each of the branch campuses.
- J. Academic leave is counted toward retirement accrual. While a bargaining unit member is on academic leave, the University will continue to pay its share of benefits and costs of the bargaining unit member.

- K. Bargaining unit members on 12-month contracts may not accrue annual leave while on academic leave.
- L. Soon after return from academic leave the bargaining unit member is obligated to submit a report detailing the outcomes of their academic leave to their department chair and their dean.
 - 1. Submission may be done electronically.
 - 2. The report may be, but is not limited to, a written document, a presentation or a lecture, a creative work, or an exhibition, as determined by the Administration.
 - 3. The dean will then forward this report/works to Academic Affairs.
 - 4. A report on a previous academic leave should be on file before applying for a subsequent academic leave.
 - 5. The report will be approved by Academic Affairs, completing the academic leave process. Resubmission may be required if the report is deemed insufficient with feedback on how to complete this task.
- M. Academic Affairs will annually report to UA-UNM the bargaining unit-members who applied for and utilized academic leave.
 - 1. The report must include name, title, rank, department, college, and semester academic leave is taken.
 - 2. The report should be delivered no later than March 15 and address the current academic year.

ARTICLE 13. ACADEMIC WORKLOAD

- A. The academic workload of bargaining unit members consists of three inextricably linked categories: Teaching, Scholarly Work, and Service, as well as professional responsibilities for library faculty.
- B. The term "academic workload" includes all the duties carried out by bargaining unit members outlined in this article, although not all members will be required to fulfill all of the activities mentioned each semester, and the duties listed here are not meant to be exhaustive.
- C. Academic programs, units, departments, divisions, centers, etc. shall all be referred to as "departments" in the remainder of this article.
- D. Teaching is understood to include all of the activities associated with the instruction of students. Teaching duties extend outside of the classroom and include, but are not limited to: instruction in courses with assigned credit hours and instructional assignments, such as thesis, dissertation, seminar, and special problems supervision; course preparation including syllabus preparation/revision, group or individual office hours, evaluation of student learning objectives, grading, mentoring of students, writing letters of recommendation, and assessment of departmental and state-wide learning objectives;

curriculum development, review of literature and research in their subject area for the purpose of teaching, review of literature on instructional methodology, and adult learning theory; and construction of and preparation for online courses.

- E. Scholarly work (also referred to as scholarship or research) is understood to include any work carried out and documented by bargaining unit members in order to produce and disseminate new knowledge or creative works. This can include any effort founded on the expertise and training of the bargaining unit member, and examples of this production and dissemination include: laboratory or archival based research; community-based scholarship; pedagogical research; publication; development and sharing of creative works, both artistic and literary; exhibitions; grant writing and principal investigator (PI) duties; mentoring of research students; and conference presentations/panels.
- F. Service is understood to include any activity performed by the member that does not fall into the definitions of teaching and scholarship, and whose completion is oriented towards supporting the full and effective functioning of the department, institution, or academic discipline or academic community more broadly, as well as effort to serve the public and broader community beyond the academy. These activities include, but are not limited to: participation in shared governance; participation in department-, campus- and system-wide committees; advising of students; provision of mentoring of students and colleagues; participation in Masters or PhD committees; participation in branch campus faculty assembly meetings; participation in departmental meetings; participation in graduation ceremonies; participation in recruitment activities for students; participation in recruiting and hiring activities for faculty and staff; participation in tenure and promotion panels; advising or providing expertise to UNM initiatives; community, regional, national, or global service engagements; activity in national and international societies in the academic field of the member; organization of conferences; peer review of scholarly works; acting as a journal editor; jurist for creative works exhibition; and organization or participation in community outreach events.
- G. Each department will have a published academic workload policy which defines the expectations for each category of teaching, scholarly work, and service, for each faculty rank within the unit. Departments such as the library whose members have special professional duty obligations will similarly document these as part of their academic workload policy. The academic workload policy will define the normal teaching expectation of each faculty rank within that unit. The departmental academic workload policy will also define approved reasons for course releases such as, but not exclusively, service assignments beyond the norm defined in the workload policy and course releases due to buy out using grant funds. Exceeding the teaching workload expectation defined in the unit workload policy will constitute a teaching overload. Departmental standards for teaching overload compensation will also be defined in the academic workload policy and must be in alignment with university policies. Mitigating factors may affect the expectation of a bargaining unit member's teaching, scholarly work, and service responsibilities. These include, but are not limited to: individual departmental needs and standards; supervision of significant numbers of graduate students; teaching large classes; buy-out of

teaching duties with grant funding; and major center or grant coordination responsibilities. The workload policy should address the treatment of mitigating factors.

- H. Department chairs/heads/directors will annually review and approve the individual academic workload expectations of each bargaining unit member in each of the workload categories, in alignment with the academic workload policy of that department. Typical workload accounting can be based on a 100-point scale which combines the three workload areas of teaching, scholarly work, and service. The division among these will generally vary for each member and will be based on discussion with the member by their department chair or designee, subject to the approval of the expectations by the chair or designee. The academic workload expectations can be adjusted during the year in response to emergent needs and opportunities, and such adjustments should be documented.
- I. Where conflicts exist between this article and University or departmental policy regarding academic workload, this article governs.

ARTICLE 14. ANNUAL APPOINTMENT, PROMOTION AND RENEWALS OF LECTURERS

- A. Term appointments
 - 1. Senior lecturers will serve on renewable three-year term appointments.
 - 2. Principal lecturers will serve on renewable five-year term appointments.
- B. Standard lecturer promotion timelines
 - 1. The standard promotion timeline to the rank of Senior Lecturer shall be 5 years.
 - 2. The standard promotion timeline to the rank of Principal Lecturer shall be 11 years.
- C. Early promotion.
 - 1. Occasionally, a lecturer with a meritorious record of achievement may request to have their timeline to apply for promotion shortened, but only if the department chair, dean and provost approve.
 - 2. Granting such a request has the effect of amending the terms of the employment contract. It requires the bargaining unit member to explicitly acknowledge:
 - a. that they have requested the modification to their department chair, and
 - b. in granting the request, neither the chair, dean, nor provost indicate that an early review is certain to have a successful outcome.

ARTICLE 15. LABOR-MANAGEMENT COMMITTEE

- A. The parties are committed to developing a professional labor management relationship characterized by mutual responsibility and respect, consistent with the interest of the educational, research, and public service mission of the University.

- B. In the interest of fostering sound labor relations and resolving problems, the parties will form a labor-management committee of up to three (3) members appointed by the Union and three (3) members appointed by the Administration. The Committee will meet quarterly to discuss and address issues of concern to either side including, but not limited to, terms and conditions of employment and interpretation of the collective bargaining agreement. Any agreements reached by the Labor Management Committee shall be reduced to writing and may be executed as Memoranda of Understanding.

ARTICLE 16. DISCIPLINARY ACTION

- A. Bargaining unit members are subject to this Agreement and any institution policies, rules, regulations, directives, or orders. The Union and bargaining unit members agree this shall be the exclusive procedure applicable to disciplinary action taken with respect to a bargaining unit member and waive any right to request an alternative procedure.
- B. Prior to implementing disciplinary action, a bargaining unit member will be provided written charges against the bargaining unit member and notice of a predetermination meeting.
 - 1. The purpose of the predetermination meeting is to provide the Bargaining Unit member an opportunity to respond to the charges and is not an evidentiary hearing.
 - 2. A Union representative may accompany a bargaining unit member during the predetermination meeting. A UA-UNM representative may not advocate but may ask questions during the predetermination meeting. The unavailability of a Union representative shall not delay the predetermination meeting more than twenty-four (24) hours.
 - 3. Notice of the predetermination meeting will be sent via email and certified mail, return receipt requested, or delivered in person, for which the bargaining unit employee will sign acknowledging receipt.
 - 4. Following the predetermination meeting, the bargaining unit member will be given written notice of any disciplinary action imposed. Notice of disciplinary action will be sent via email and certified mail, return receipt requested, or delivered in person, for which the bargaining unit employee will sign acknowledging receipt.
- C. Off duty conduct may be cause for discipline in cases that include, but are not limited to, the conviction of a felonious crime or loss of licensure.
- D. The Administration is committed to the use of progressive discipline, except when the severity of the alleged offense or bargaining unit member's history of discipline warrants such a deviation. Under certain circumstances, suspension without pay or termination may be the appropriate initial disciplinary action. Normally, disciplinary actions are intended to proceed in the following progressive manner: censure, suspension without pay, and termination.

- E. In order to be considered disciplinary in nature and grievable, the Administration must expressly identify the action as disciplinary. Stand-alone informal corrective actions, not identified as part of disciplinary action, including, but not limited to, class monitoring, counseling, reassignment, and modified teaching or workload assignments, are not considered disciplinary.
- F. The Administration maintains the right to place a Bargaining Unit member on paid administrative leave, which is not considered disciplinary action.
- G. Administration has the right to conduct investigations into allegations of misconduct or violations of policy. Bargaining unit members are required to cooperate in an investigation and provide truthful information. A bargaining unit member may be accompanied by a UA-UNM representative during an investigatory interview. A UA-UNM representative may not advocate but may ask questions during the investigatory interview. The unavailability of a UA-UNM representative shall not delay an investigatory interview more than twenty-four (24) hours.
- H. In the case of allegations against a bargaining unit member that appear to be within the scope of another specific University policy that has its own procedures for investigation and resolution (including, but not limited to, allegations of research misconduct, malfeasance, discrimination, or sexual harassment), the chair or dean shall forward such allegations to the appropriate person or department as identified in the applicable policy and/or procedure for processing pursuant to the applicable policy and/or procedure.
- I. Copies of any documented disciplinary action shall be placed in the bargaining unit member's personnel file maintained in the department, College/School, and/or Provost's Office (collectively "the official personnel file") with the signature of the bargaining unit member acknowledging receipt of the action, or a notation that the bargaining unit member refused to sign the document. Disciplinary actions shall remain in the bargaining unit member's official personnel file and shall not be removed except by order of a Court of competent jurisdiction or an Arbitrator, pursuant to the arbitration procedure contained in this Agreement.

ARTICLE 17. GRIEVANCE AND ARBITRATION PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement. The Union and bargaining unit members agree this grievance procedure shall be the exclusive forum and waive any right to challenge any right or benefits set forth in this Agreement in another forum.
- B. A "*grievance*" is defined as a dispute of alleged violation, misapplication, or misinterpretation of a specific Article or Section of this Agreement, or an appeal of a disciplinary action or termination. Grieving of such disciplinary action cannot occur until notice of final action is issued and filing a grievance does not pause the disciplinary

action. Matters in which the University is without authority to act are not grievable. The following are grievable only to Step 2 of this Article, the decision from which will be final and binding:

1. Academic decisions regarding promotion, tenure, nonrenewal, and academic leave or sabbatical applications;
 2. Matters of academic freedom and academic judgment;
 3. Performance review/evaluation.
- C. A “*grievant*” is a bargaining unit member, group of bargaining unit members covered under this Agreement, UA-UNM on behalf of a bargaining unit member or group of bargaining unit members covered under this Agreement, or the Administration making a claim.
- D. “*Days*” shall mean business days during which the University normally operates. “*Days*” does not include Saturdays, Sundays, holidays recognized under University policy as subject to closure, closures due to weather or declared emergencies, closures during Winter Break, or any other day in which the University is closed for business.
- E. A written grievance must contain a statement of the grievance, the name of the bargaining unit member(s) submitting the grievance, the supervisor/administrator alleged to have committed the violation, the circumstances and facts upon which it is based, the date of the alleged violation, the specific section of this agreement allegedly violated, and the specific relief requested. Statements such as “to be made whole” shall not constitute sufficient notice of the relief being sought by the grievant.
- F. Grievances submitted on behalf of the Administration shall be initiated by the Provost or designee by filing the grievance with the Union President or designee at Step Two.
- G. Failure to submit a written grievance at Step One within twenty (20) days following the date the bargaining unit member knew or should have known of the act, condition, or concern over interpretation which gave rise to the grievance, will constitute forfeiture of the right to file. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered null and void and closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. A grievance may be withdrawn at any step of this procedure by the grievant.
- H. Should the Administration fail to respond to a grievance within the time limits expressed herein, the grievant may appeal to the next level of the grievance procedure within the time limits set forth as if the Administration had timely responded.
- I. The grievant may be accompanied by a Union Representative at any stage of the grievance procedure. If the grievant representative is an attorney, forty-eight (48) hours’ notice to the other party is required. The party being grieved will notify the grievant of its attendees at least twenty-four (24) hours prior to any scheduled meeting.

- J. A grievance meeting/hearing will normally be scheduled during non-instructional time, and not during office hours, of a bargaining unit member and with at least twenty-four (24) hours' notice.
- K. In units without a Department Chair, the Dean will designate the individual with whom to file at the Informal Step.
- L. Grievances and any written responses to grievances may be filed/served by personal delivery, first class mail, or email followed by first class mail on the next business day.
- M. Grievances shall be presented as outlined below, however, grievances involving an appeal of a suspension without pay or termination shall be initiated at the step with the individual who imposed the disciplinary action:

Informal Step – A grievant who believes that he/she may have a grievance, shall meet with the bargaining unit member's Department Chair or designee in a good faith attempt to resolve the grievance. If the grievance is not resolved within five (5) days of the date the grievant knew or should have known of the act or condition giving rise to the grievance, the grievant may file the written grievance at Step One.

Step One – A grievant shall file a written grievance with the bargaining unit member's Dean or designee, along with a copy to the UNM Provost or Provost's designee and the Office for Academic Personnel, within the time limit described in G. above. Any meeting with the Dean or designee should be held within five (5) days of the filing of the grievance. If the matter is not resolved to the satisfaction of the grievant within ten (10) days of the filing of the grievance, the grievant may file a written grievance at Step Two.

Step Two – If the grievance is not resolved at Step One, then within ten (10) days of the filing of the grievance with the Dean at Step One, a written grievance must be filed with the Provost along with a copy to the Office for Academic Personnel. At the time of filing, a meeting with the grievant will be scheduled with the Provost or designee. This meeting should be held within ten (10) days following receipt of the grievance by the Provost's Office to discuss the grievance and attempt a resolution. The Provost or designee will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the bargaining unit member or the Union Representative a satisfactory settlement is not obtained within twenty (20) days of the date of the Provost's or designee's response, the bargaining unit member or Union Representative may file a written request for arbitration.

Step Three - ARBITRATION

- 1. In the event the grievant is not satisfied with the decision at Step Two of the Grievance Procedure, the decision may be appealed to arbitration by filing a written appeal with the Provost with a copy to University Counsel and Office for Academic

Personnel within twenty (20) days of the date of the Provost's decision or when the Administration is the grievant, by filing a written appeal with the Union President or designee. Also, within twenty (20) days of the date of the decision being appealed, the grievant will file a request for a regional panel of seven (7) arbitrators from the region including New Mexico with the Federal Mediation and Conciliation Service (FMCS). The parties will meet within ten (10) days of the date of receipt of the panel of arbitrators to strike the panel, with the grievant striking first. The grievant shall notify FMCS of the parties' mutual selection of the arbitrator within twenty-four (24) hours of striking the panel. Failure of the grieving party to comply with these time limits constitutes a waiver of a right to arbitration.

2. By mutual agreement, both parties can submit briefs on the issue of arbitrability of a grievance. The Arbitrator will make a determination regarding arbitrability separate from the merits of the grievance. If no briefs are submitted, the grievance will advance to a hearing on the merits of the grievance.
3. If the Arbitrator determines the issue is arbitrable, a hearing on the merits of the grievance shall occur within thirty (30) calendar days but no later than ninety (90) calendar days of notification of selection of the Arbitrator assigned to hear the merits of the grievance or the date of the Arbitrator's decision on arbitrability, whichever is later.
4. The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or modify or amend the Agreement in any way, nor shall the Arbitrator decide matters of academic freedom, make academic judgments, or substitute his/her discretion for the Administration where such discretion is retained by the Administration. An Arbitrator's decision shall not require the reappropriation or reallocation of funds nor award promotion in rank or tenure.
5. The Arbitrator's decision is limited to the precise issue submitted for arbitration. The Arbitrator shall prepare and submit a written decision to the parties, which shall include the decision, rationale, findings of fact, conclusions of law, and if appropriate, relief, within twenty (20) calendar days after the close of the hearing, which may include submission of post-hearing briefs if requested by either party or the Arbitrator within twenty (20) calendar days. The decision of the Arbitrator is final and binding on the parties, subject to appeal as set forth in the Uniform Arbitration Act for compulsory arbitration.
6. The Arbitrator's charges for services and costs for a Court Reporter and transcripts, if requested by a party or the Arbitrator, shall be shared equally by the parties. Each party is responsible for its representation and witness costs.
7. A bargaining unit member who must miss a class to attend an arbitration as a grievant, witness, or representative shall be responsible for scheduling a make-up class or arranging at least twenty (20) calendar days in advance for a suitable

replacement to teach the class, subject to the approval of the replacement by the department chair or immediate supervisor.

ARTICLE 18. PERSONNEL FILES

- A. The Administration has the need to maintain an official personnel record for each bargaining unit member consistent with its obligations to operate the University. The records may be duplicated and exist in hard-copy, electronic, or both hard-copy and electronic formats in record storage systems overseen by different areas including, but not limited to, the Provost's Office, the college/school, the academic unit, and Payroll. Contents of these records may include but are not limited to such items as payroll records, faculty contracts, appointments and reappointments, salary, benefits, leave documentations, evaluations, and other academic records. Except in instances when records are added during the promotion and tenure process, the Administration shall notify a bargaining unit member in writing within ten (10) working days when records are added to their personnel file.
- B. Each bargaining unit member has the right to inspect and review their personnel records, including the Personnel Files as defined in item G. below, except for those records explicitly excluded from inspection or review, or subject to redaction, by written UNM policy. Bargaining unit members may request access to their personnel files or other personnel records and will be provided access within ten (10) working days. If additional time is needed to produce a record for inspection, the bargaining unit member shall be informed in writing of the reason for the delay and the date such record will be available.
- C. The University respects the desire of many authors of faculty evaluations to keep their identities confidential, including from the faculty member being evaluated. Such matters of opinion may include letters of reference for employment, internal peer evaluations of a faculty member, student evaluations, letters received from peer reviewers outside the University, as well as those portions of the recommendations of the faculty member's chair or dean or the Senior Vice Provost that may reveal the identities of peer or student evaluations.
- D. If a bargaining unit member makes a request to review and/or copy such evaluations, the Administration, prior to permitting such review or copying, shall redact material that may reveal the identity of the author. If it does not appear feasible to protect the identity of the author through redaction, the document may be accurately summarized in writing for the bargaining unit member instead. If the author of an evaluation submits a written waiver of confidentiality, the evaluation may be reviewed or copied by the bargaining unit member without redaction.
- E. Any confidential medical information maintained within the file shall be protected in a manner consistent with applicable state and federal laws.

- F. Consistent with University Administrative Policy 3710, personnel records shall be made available only to those members of the Administration who have a legitimate business reason to view the information, as determined by the Administration.
- G. Within the personnel records there will be records denoted collectively as Faculty Personnel Files, defined as any written information used in making a decision concerning the employment, rank, or status of a bargaining unit member, consistent with Faculty Handbook Policy C70, University Administrative Policy 3710, and other UNM policies.
- H. When a bargaining unit member is being considered for tenure, reappointment, or promotion, only those Faculty Personnel File records relevant to these decisions may be made available to other bargaining unit members who have a legitimate need to view these materials in evaluating the bargaining unit member for tenure, reappointment, or promotion. Bargaining unit members will be informed at the start of these review processes that other members of the bargaining unit with these legitimate reasons to view these records will be doing so. Consistent with their management rights, the Administration will publish policies describing which records and materials are relevant in these evaluation processes. Only those records relevant to these evaluative processes will be provided for these review processes.
- I. A bargaining unit member may grant access to their Faculty Personnel File to a representative of UA-UNM, except for those records explicitly excluded from access by written UNM policy. In order to grant access, the bargaining unit member will provide a written authorization to the Administration, outlining the name of the UA-UNM representative and appropriate dates for access to the Faculty Personnel File.
- J. No document shall be removed from personnel records except by order of a court or arbitrator with competent jurisdiction, or unless the document in question was explicitly entered into the record for a fixed period of time or until a specific condition was met, in which case the bargaining unit member will have been given knowledge of its initial entry and informed of its subsequent removal.
- K. Bargaining unit members may place into their personnel records documents that they believe provide context for other material in the records.

ARTICLE 19. SAFETY

The parties will abide by all applicable City, County, State, Federal, and University laws, rules, regulations, policies, and programs regarding safety. The University will continue to provide a safe working environment as required by law. Bargaining unit employees shall immediately report in writing any and all unsafe working conditions in accordance with University policy and training.

ARTICLE 20. SAVINGS CLAUSE

In the event that any provision of this Agreement is held invalid by a court or agency of competent jurisdiction, or the parties agree that a law newly enacted by the New Mexico Legislature invalidates a provision of this Agreement, such invalidation shall apply only to the particular provision held invalid and have no effect to the remaining provisions of this Agreement. The provision determined to be contrary to law may be re-negotiated 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 by actual notice to a party or by discussion between the parties, that the provision was contrary to law.

ARTICLE 21. COMPLETE AND ENTIRE AGREEMENT

- A. This Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. There shall be no additional negotiations on any item, whether contained herein or not and whether contemplated by either party at the time of negotiations or not, except by written mutual agreement of the parties. Written agreement to enter into negotiations during the term of the Agreement may result in a written Memorandum of Understanding agreed to by the parties to be appended to this Agreement and which expires upon the expiration date of the Agreement.

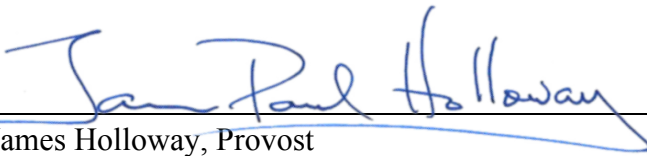
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Administration 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. Nothing in this subsection will be construed as limiting the Union's right to request bargaining on any decision of the Administration which materially impacts the terms and conditions of this Agreement. In such circumstances, the Union will submit a written request for impact bargaining to the Provost and will identify the bargainable impact.

ARTICLE 22. DURATION

- A. This Agreement will become effective upon ratification and signature of the parties and will continue in full force and effect until September 30, 2024.

- B. Either party may reopen negotiations on Article 7: Compensation on a yearly basis. To open this article, either party must put it in a request in writing during the month of March of a given year.
- C. Notification of intent to initiate negotiations of a successor agreement shall be made between 60 to 90 days before the expiration of the current agreement.
- D. If a successor CBA is not reached before the expiration of this CBA, this CBA shall remain in full force and effect until the parties ratify a successor.

THE UNIVERSITY OF NEW MEXICO



July 1, 2021

James Holloway, Provost

Date

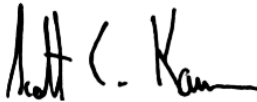
UNITED ACADEMICS OF THE UNIVERSITY OF NEW MEXICO, AAUP-AFT



6/23/2021

John Zimmerman, MFA, Professor at UNM-Gallup

Date



6/23/2021

Dr. Scott Kamen, Assistant Professor at UNM-Valencia


Date



6/23/2021

Dr. Satva Witt, Senior Lecturer at UNM-Albuquerque

Date



6/23/2021

Lee Montgomery, MFA, Associate Professor at UNM-Albuquerque

Date



6/23/2021

Dr. Amy Brandzel, Associate Professor at UNM-Albuquerque

Date

Ernesto A. Longa

6/23/2021

Ernesto Longa, J.D., MLIS, Professor at UNM-Albuquerque

Date

Cristyn K. Elder

6/23/2021

Dr. Cristyn Elder, Associate Professor at UNM-Albuquerque

Date

M

6/23/2021

Dr. Manel Martínez-Ramón, Professor at UNM-Albuquerque

Date

Hilary Lipka

6/23/2021

Dr. Hilary Lipka, Adjunct Faculty at UNM-Albuquerque

Date

Matias Fontenla

6/23/2021

Dr. Matias Fontenla, Professor at UNM-Albuquerque

Date

Jonathan Wheeler

6/23/2021

Jonathan Wheeler, MLIS, Assistant Professor at UNM-Albuquerque

Date

William E. Brown

6/23/2021

Dr. William E. Brown, Adjunct Faculty at UNM-Albuquerque

Date

APPENDIX A

UNITED ACADEMICS OF THE UNIVERSITY OF NEW MEXICO
MEMBERSHIP CARD



First Name _____ Last Name _____

Address Line One _____

Address Line Two _____ City _____

State _____ Zip _____ Cell Phone (____) _____

I understand that UA-UNM and its affiliates may use automatic calling technologies and/or text message me on my cell phone on a periodic basis and that I can unsubscribe from these messages. UA-UNM will never charge for text message alerts; however, carrier message and data rates may apply to such texts.

College/Department/School _____ Job Title/Rank _____

Office Location _____

Personal Email _____ Work Email _____

Please sign on reverse side.

I hereby commit to membership in United Academics of the University of New Mexico University AAUP-AFT, AFL-CIO (UA-UNM). I authorize UA-UNM to act as my exclusive representative in collective bargaining over wages, hours, and other terms and conditions of employment with my Employer. As a member I will be eligible to vote on our constitution, bylaws, and dues rate; to ratify collective bargaining agreements; to run for office; and to vote in officer elections. My membership in UA-UNM will be continuous unless I notify UA-UNM or the UNM Payroll Office in writing that I intend to resign.

During my employment, I voluntarily authorize and direct my Employer to deduct from my pay each period, as a UA-UNM, an amount equal to dues certified by UA-UNM, and to remit such amount monthly to UA-UNM until such time as I cancel this dues authorization by providing written notice to UA-UNM or the UNM Payroll Office. Within ten days of receipt of my notice of revocation of authorization for the payroll deduction of dues, UA-UNM shall provide notice to the Employer of my revocation of that authorization. This revocation for the payroll deduction of dues shall be effective on the full pay period following notice provided to the UNM Payroll Office by UA-UNM. I understand that signing this card is not a condition of my employment. The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Signature _____ Date _____

UNM BANNER ID: _____ UNM NetID: _____



APPENDIX B

Memorandum of Understanding between United Academics of the University of New Mexico (UA-UNM) and the Administration about Biases in Promotion and Tenuring Practices

This agreement is between United Academics of the University of New Mexico (UA-UNM) and the Administration of the University of New Mexico (UNM), henceforth referred to as UA-UNM or the bargaining unit member, and UNM as the Employer in this MOU. This agreement pertains to all bargaining unit 1 members.

This agreement will become an addendum to the current collective bargaining agreement and will expire when the collective bargaining agreement expires.

The Parties agree that equity in recruitment, retention, tenure, and promotion of faculty is vital to the success of the University. Biases, implicit and explicit, can play a role in each step of the process, and UA-UNM and the Administration take strengthening the identified processes seriously. The mid-probationary, tenure, and promotion processes must be implemented in ways to ensure equitable outcomes regardless of nationality, gender, ethnicity, ableism, sexual orientation, and other protected statuses.

As such, the Parties agree to establish a joint task force to examine promotion and tenure processes and formulate recommendations for submission to the Administration. The task force committee shall be composed of three (3) Administration participants appointed by the Administration and three (3) bargaining unit 1 members appointed by UA-UNM. The task force participants will be identified within ninety (90) days of the ratification of the collective bargaining agreement, and thereafter will meet quarterly during the 2021 - 2022 academic year.