

**AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF NEW MEXICO**

**AND**

**UNITED ACADEMICS - UNM**

**UNIT 2**

**JULY 1, 2021 – SEPTEMBER 30, 2024**

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**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 temporary part-time instructors, adjuncts, and term teaching faculty 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 University 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 15<sup>th</sup> 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 will receive and four percent (4%) increase in pay rate. Only this article may be re-opened on an annual basis in order to address changes in compensation rates.
- B. Nothing in this article prevents the Administration from offering or not offering individual bargaining unit member salary increases, as needed, on a case-by-case basis at the ultimate discretion of the Administration for the purpose of retention or equity adjustments.
- C. Nothing in this article prevents a bargaining unit member from waiving any and all forms of compensation.
- D. Administration, in its discretion, may offer individual bargaining unit members salary adjustments as retention and equity adjustments.
- E. 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.
- F. 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.

**ARTICLE 8. BENEFITS**

- A. Term bargaining unit members who have a minimum three-month contract and an appointment percent of 0.50 FTE or greater are eligible for certain Benefit Plans.
- B. All other bargaining unit members who have a minimum three-month contract and an appointment percent of 0.75 FTE or greater are eligible for certain Benefit Plans.
- C. A retirement program through the Educational Retirement Act (ERA), as determined by the Educational Retirement Board (ERB), is available to bargaining unit employees with a 0.25 FTE or greater appointment.

- D. Bargaining unit members who choose to participate in benefit programs will have their payments processed through payroll.
- E. Benefit plan information may be obtained from the Human Resources department.

**ARTICLE 9. 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 10. 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 11. 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. Matters of academic freedom and academic judgment;
  2. 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 12. ADJUNCT APPOINTMENTS AND REAPPOINTMENTS**

- A. Administration will endeavor to issue per course appointment letters for the fall semester by May 15 and will endeavor to issue per course appointment letters for the spring semester by November 15. Nothing in this agreement prevents a department from offering appointment letters for per course hiring following these dates in order to meet the operational needs of the University or earlier if course availability is known.
- B. Adjuncts who have taught two or more courses in each of the past three academic years may be offered a two-semester term-teacher appointment. The appointment will be as follows:
  1. The parties agree that the appointment will be a minimum of 0.50 full-time equivalent (FTE).
  2. The 0.50 FTE corresponds to teaching four (4) three-credit hour courses during the two terms of the academic year.
- C. The normal duration of the appointment is nine (9) months, encompassing an academic year (fall and spring semesters) or two semesters (i.e. the fall or spring semesters of consecutive academic years). Definition of semester excludes summer sessions.
  1. There may be times when the appointment may also be distributed across two semesters of two academic years, depending on the programmatic needs and enrollment demands as determined by the Administration.
  2. For example, the adjunct appointment could be distributed as:

Fall semester I	Spring semester I	Fall semester II
2 courses	2 courses	0
2 courses	0	2 courses

2 courses	1 course	1 course
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- D. The renewal of adjunct appointments will be determined annually and be done in writing.
- E. Renewal of the appointment will be based on programmatic need, satisfaction with previous teaching performance expectations, and budgeted resources supporting the position.
- F. All adjuncts who have been appointed for two consecutive semesters for each of the three consecutive academic years shall be eligible for a performance review at the discretion of the Administration.

**ARTICLE 13. OFFICE SPACE, PROFESSIONAL RESOURCES, AND SUPPORT**

- A. The Administration shall provide bargaining unit members with the facilities and services described in this article to fulfill their job duties and create a professional atmosphere for their work.
- B. Office Space
  - 1. Bargaining unit members teaching at least one class in person each semester will be prioritized over teaching assistants and those teaching only online classes for office space. When the Administration identifies available office space for bargaining unit members, bargaining unit members teaching in-person classes shall be provided with an enclosed secured private office, with prioritization of assignment made by unit heads using factors that include the amount of time they determine that the bargaining unit member must be on campus to carry out their duties and how long the bargaining unit member has been teaching at the university. The office will be provisioned with standard office equipment, including a desk, two (2) chairs, a bookcase, a filing cabinet, and a computer with an internet connection. Where space constraints necessitate the sharing of office space, bargaining unit members will be provided with dedicated space in the shared office for their possessions. If a department is unable to find space for a shared office for bargaining unit members teaching in-person classes, the college or school or branch is responsible for providing office space for them. In this case, the college, school, or branch will prioritize finding office space in a location close to the department (such as on the same floor, or in the same building, or in a neighboring building). If there is no office space available in a given year, the bargaining unit member will be informed that the college, school, or branch has completed a thorough search and has been unable to find office space. In such cases, Administration will meet with the bargaining unit member to come up with an alternative and the college, school, or branch will prioritize finding an office space the following year.
  - 2. If office space is available for bargaining unit members teaching all of their classes online, they may request it. If such space is not available, they will be provided access to a dedicated communal space. Computers and other office equipment will be provided for communal use by the bargaining unit members. Additionally,

bargaining unit members will have access to an enclosed private secured office when needed to meet privately with students.

3. Each bargaining unit member shall have access to their office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities whenever access is necessary for them to fulfill their job duties, including “after hours” and weekends. Advanced notice may be necessary in some cases for the bargaining unit member to gain access off hours and on weekends.

C. **Change in Office Space.** A bargaining unit member shall be notified at least one month prior to a change in their office location, or a planned alteration to their office, that could impede their work effectiveness. Exceptions to the notification period will be made in emergency situations that necessitate a rapid change of office space. The bargaining unit member shall be provided the reason(s) necessitating the change or alteration. The Administration shall provide any required assistance as requested by the bargaining unit member in moving university-owned furniture, supplies, and equipment.

D. **Orientation, Professional Resources and Support**

1. The Administration shall provide newly hired bargaining unit members with an orientation that covers logistical procedures at the university and in their respective program, department, school, or college. Orientation shall include, for example, information about the University’s current learning/course management system (e.g., Blackboard) and MYUNM, and how to access materials and supplies needed to prepare for classes, place book orders, and submit grades. As part of their orientation, bargaining unit members shall be provided with a copy of (or electronic access to) any existing faculty handbooks and copies of all mission statements, guidelines, policies, etc. of any program, department, school or college that relate to the fulfillment of their job responsibilities.
2. The Administration will create a dedicated webpage for bargaining unit members with information regarding University policies, benefits and other information related to their employment at the University.
3. Bargaining unit members will be provided with free access to administrative and technical support, duplicating services, printers/scanners, and office supplies and equipment for the preparation of teaching materials, examinations and other materials related to carrying out their professional responsibilities. Bargaining unit members shall also be provided with a mailbox, a university e-mail address, and a university ID, and will have access to the standard UNM-provided software and electronic learning/course management systems to carry out their professional responsibilities.
4. When records of syllabi, textbooks, or other instructional material for courses previously taught are maintained by a department, program, school, college, or branch, such information will be available to bargaining unit members for review.
5. Bargaining unit members shall have access to all library materials, resources, and services.
6. Bargaining unit members not terminated for just cause and who have complied with terms of this Agreement and all policies applicable to the use of university email,

services, and resources for whom the Administration deems a likely future appointment shall continue to have an active university ID, university email address, and access to library materials, resources, and services for twelve (12) months following the end of the academic term in which they last taught a course.

- E. Inclusion in Departmental Culture and Activities. As members of the faculty, bargaining unit members shall be provided by unit leadership with information, announcements, and communications, deemed relevant to the bargaining unit member by Administration including all communications addressed to “Members of the University Community.” If unit leadership does not do so, the impacted bargaining unit member may report it to the department chair, and if the issue is still unresolved, to the dean.
- F. Classroom and other Materials. Bargaining unit members will be provided with access to supplies, materials, technologies, and other resources approved by the Administration as necessary for instruction, including classroom supplies such as dry erase markers and erasers, chalk and chalkboard erasers, computer adapters, software, and flash drives. In cases where a bargaining unit member must obtain supplies and/or materials necessary for instruction on their own (including books, when a desk copy is not supplied by the publisher), the bargaining unit member will be reimbursed. Requests for reimbursement must be pre-approved before purchase and in accordance with the department, school’s or college’s policy and must be accompanied by an itemized receipt.
- G. Parking and Bus Passes. All bargaining unit members on campuses other than the main campus shall have access to free parking. Additionally, in the interest of encouraging the use of alternative transportation, all bargaining unit members who are either benefits eligible or have an assignment that is a minimum of three months in duration shall be provided with a free UNM ABQ Ride bus pass sticker. As long as this program exists, the pass will be free and available through UNM Parking and Transportation.

#### **ARTICLE 14. 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 Administration 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 15. 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 16. 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 17. 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

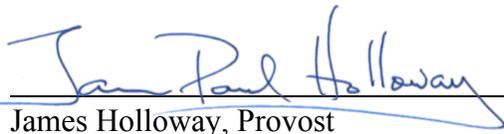
Memorandum of Understanding agreed to by the parties to be appended to this Agreement and which expires upon the expiration date of the Agreement.

- 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 18. 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 6: 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.

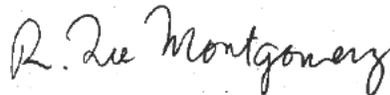
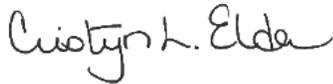
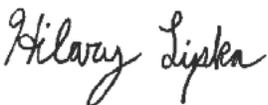
**THE UNIVERSITY OF NEW MEXICO**

  
James Holloway, Provost

July 1, 2021

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. Satya 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
	6/23/2021
Ernesto Longa, J.D., MLIS, Professor at UNM-Albuquerque	Date
	6/23/2021
Dr. Cristyn Elder, Associate Professor at UNM-Albuquerque	Date
	6/23/2021
Dr. Manel Martínez-Ramón, Professor at UNM-Albuquerque	Date
	6/23/2021
Dr. Hilary Lipka, Adjunct Faculty at UNM-Albuquerque	Date
	6/23/2021
Dr. Matias Fontenla, Professor at UNM-Albuquerque	Date

*Jonathan Wheeler*

6/23/2021

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Jonathan Wheeler, MLIS, Assistant Professor at UNM-Albuquerque

Date

*William E. Brown*

6/23/2021

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

Date

APPENDIX A MEMBERSHIP CARD

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: \_\_\_\_\_

