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**IDnum** 213 **Language** English **Country** United States **State** NM

**Union** New Mexico Federation of Educational Employees

### Local

Occupations Represented
Teacher assistants
Science technicians
Teachers—postsecondary

**Bargaining Agency** Albuquerque Technical Vocational Institute

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** **EndYear** 2003

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### Notes

### Contact

**Full text contract begins on following page.**

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**AGREEMENT BETWEEN  
ALBUQUERQUE TVI  
AND  
THE NEW MEXICO FEDERATION OF  
EDUCATIONAL EMPLOYEES  
REPRESENTING  
THE INSTRUCTIONAL SUPPORT UNIT**

**EFFECTIVE**

**SIGNATURE DATE – JANUARY 24, 2003**

## INSTRUCTIONAL SUPPORT UNIT

### TABLE OF CONTENTS

ARTICLE 1	Agreement	1
ARTICLE 2	Recognition	1
ARTICLE 3	Definitions	1
ARTICLE 4	Collective Bargaining Procedures	2
ARTICLE 5	Agreement Control	2
ARTICLE 6	Parking	3
ARTICLE 7	Grievance Procedure	3
ARTICLE 8	Federation Rights	7
ARTICLE 9	Employee Rights	9
ARTICLE 10	Reduction-In-Force (RIF)	11
ARTICLE 11	Drug/Alcohol Testing	12
ARTICLE 12	Maintaining Minimum Qualifications.	13
ARTICLE 13	Job Placement, Vacancies, Transfers And Reassignments	13
ARTICLE 14	Privatization	14
ARTICLE 15	Seniority	14
ARTICLE 16	Personnel Files	15
ARTICLE 17	Job Descriptions	15
ARTICLE 18	Labor-Management Committee	16
ARTICLE 19	Management Rights	16
ARTICLE 20	Leaves	17
ARTICLE-21	Non-Discrimination	22
ARTICLE 22	Severability	22
ARTICLE 23	Payment For Unused Sick Leave	23
ARTICLE 24	Educational Benefits	23
ARTICLE 25	Work Year	24
ARTICLE 26	No Strike Or Lockout	24
ARTICLE 27	Work Week And Workday	24
ARTICLE 28	Health And Safety	25
ARTICLE 29	Overtime	25
ARTICLE 30	Supervision	26
ARTICLE 31	Compensation	26
ARTICLE 32	Holidays	27
ARTICLE 33	Work As Substitutes Or Part Time Faculty	27
ARTICLE 34	Agreement Copies	28
ARTICLE 35	Evaluations	28
ARTICLE 36	Complete Agreement	28
ARTICLE 37	Insurances	29
ARTICLE 38	Duration	29
ARTICLE 39	Signatures	30

**AGREEMENT BETWEEN ALBUQUERQUE TVI AND  
THE NEW MEXICO FEDERATION OF EDUCATIONAL EMPLOYEES REPRESENTING  
THE INSTRUCTIONAL SUPPORT UNIT**

**ARTICLE 1: AGREEMENT**

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This Agreement is entered into between the Albuquerque TVI, hereinafter referred to as the Institute, and the New Mexico Federation of Educational Employees - TVI, hereinafter referred to as the Federation. It is the general purpose of this Agreement to provide for orderly and constructive employee relations in the public interest; to establish wages, hours and other conditions of employment; to delineate the rights of employees and to protect the rights of TVI and to assure at all times the orderly and efficient delivery of quality services to the citizens and students served by TVI.

**ARTICLE 2: RECOGNITION**

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The Governing Board of the Institute hereby recognizes the Federation as the exclusive representative for all regular full-time and part-time non-trial period employees in the job titles listed below. This bargaining unit shall be known as the Instructional Support Unit.

Instructional Technician	Instructional Support Technician
Reader/Writers	Computer Lab Technician
Tutors	Science Lab Technician
BRC Technician I & II (Formerly BOLC Technician)	

**ARTICLE 3: DEFINITIONS**

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Unless otherwise specifically defined elsewhere in the Agreement, the following definitions shall be applicable throughout the Agreement:

- 3.1 AGREEMENT - This contract between the Governing Board and the Federation.
- 3.2 BARGAINING UNIT - shall mean the group of employees designated by the TVI Labor Relations Board to be represented for the purposes of collective bargaining under this Agreement.
- 3.3 INSTITUTE -- shall mean the Albuquerque Technical Vocational Institute or TVI.
- 3.4 FEDERATION -- shall mean the New Mexico Federation of Educational Employees.
- 3.5 EMPLOYEE -- shall mean an employee in the bargaining unit for whom the Federation has been recognized as exclusive representative.
- 3.6 WORKSITE REPRESENTATIVE – an employee who is designated by the Federation to represent the Federation in dealings with TVI. The Federation President shall designate in writing to the Human Resources Director those employees considered by the Federation to be worksite representatives.

## **ARTICLE 4 COLLECTIVE BARGAINING PROCEDURES**

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- 4.1 Negotiations will be conducted at locations, times and dates that are mutually acceptable to the parties.
- 4.2 Negotiations shall be conducted in closed sessions.
- 4.3 Negotiation ground rules shall be negotiated by the parties.
- 4.4 During the negotiations, the parties shall meet at mutually acceptable times and locations.
- 4.5 All agreements reached by the parties shall be initialed as tentative agreements. Such tentative agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the Agreement.
- 4.6 Because negotiations are conducted in closed sessions, no press releases, or statements to the press regarding issues in, or progress on, negotiations shall be made without the mutual consent of the parties except as provided in the impasse procedures contained in the Governing Board Policy on Labor Management Relations.
- 4.7 Either party may initiate negotiations for a successor agreement by providing the opposite party written notice of its intent to commence negotiations no sooner than ninety (90) work days and no later than sixty (60) work days prior to the expiration date of this Agreement.
- 4.8 In the event impasse has been declared and fact-finding has been requested, upon the conclusion of the fact-finding hearing, the fact finder shall recommend only the last best final total package offer of one of the parties.

## **ARTICLE 5: AGREEMENT CONTROL**

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- 5.1 If any policy, regulation or directive is in specific conflict with any provision of the Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.
- 5.2 The Union and the employees will abide by the conditions of this Agreement and TVI policy, rules regulations and/or officially sanctioned practices. However, said policies, rules, regulations and practices are retained management rights and are not subject to the grievance procedure in this Agreement. If this Agreement is silent on a particular issue it shall be considered a retained management right.
- 5.3 Non-compliance with the provisions of this Agreement shall be considered a violation of Institute policy.

## **ARTICLE 6: PARKING**

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- 6.1 Employees will be given the first opportunity before students to purchase parking permits for paid, on-campus lots.
- 6.2 This language will not be interpreted to prohibit TVI from offering staff and faculty the opportunity to purchase parking permits for paid, on-campus lots simultaneously with employees.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

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## 7.1 PURPOSE:

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that arise and are subject to this procedure. To the extent allowed by law, the Federation and the employees agree that this grievance procedure shall be the exclusive forum for challenging any alleged violation of any provision of this Agreement. To the extent allowed by the law, the Federation and the employees waive any other right they have or may have to challenge any right or benefit covered by this Agreement in another forum. There shall be no other grievance or appeal procedure for members of the bargaining unit other than that contained in this Article.

## 7.2 DEFINITIONS:

7.2.1 A “grievance” shall be defined as an allegation that a violation of any provision of this Agreement has occurred. This definition shall not be interpreted in such a manner as to make an issue grievable or arbitrable simply because an allegation has been made regarding that issue.

7.2.2 A “grievant” shall be any employee, group of employees or the Federation.

7.2.3 “Days” shall mean Monday through Friday except for holidays, which are observed by the Institute.

## 7.3 PROCEDURES

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

7.3.2 Grievance proceedings shall be kept informal at all levels of this procedure.

7.3.3 If the Institute fails to comply in writing or with its time limit requirements as set forth under any of the procedure steps, the grievance shall be considered automatically appealed to the next level of the procedure.

7.3.4 If the grievant fails to comply with the grievant’s time limit requirements, as set forth under any of the procedure’s steps, the grievance shall be considered null and void.

7.3.5 The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.

7.3.6 A grievance shall not be considered unless the grievant initiates the grievance in writing no later than ten (10) days after the grievant knew or reasonably should have known of the action, which precipitated the grievance.

7.3.7 No reprisal or retaliation shall be taken against any person who participates in this procedure.

7.3.8 A grievant may be accompanied and represented by the Federation (this provision does not authorize representation by any party other than a Federation representative) and the charged party may be represented by a person of the party’s choice at any hearing or meeting conducted under this procedure.

- 7.3.9 An employee, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. The grievant shall be responsible for notifying the Federation in writing that a grievance is being filed. At any hearing or meeting related to a grievance brought individually by an employee, the Federation shall be notified by the grievant of the hearing in advance and afforded the opportunity to be present and make its views known. TVI shall have no responsibility to notify the Federation if the employee does not comply with this requirement. Any adjustment made by the Institute shall be consistent with the provisions of this Agreement.
- 7.3.10 If a grievance affects a group of two or more employees or involves a decision or action by the Institute, which has a departmental or Institute-wide impact, the Federation may request authorization from the Human Resources Director to submit the grievance on behalf of the affected employees at Level 2 of this procedure. Such authorization must be in writing and shall identify the level of the grievance procedure at which the grievance may be submitted. An individual employee can not file a grievance to assert a Federation right.
- 7.3.11 All documents related to a grievance shall be maintained in a separate grievance file. This provision does not include documentation of disciplinary actions and/or documents that are the subject of a grievance.
- 7.3.12 Unless otherwise agreed to by the parties, grievances shall be processed at times other than during scheduled duty hours.
- 7.3.14 Except for informal decisions at Level 1, all decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.
- 7.3.15 Grievances shall be filed on forms approved by the parties.
- 7.3.16 The parties shall maintain confidentiality for all grievance proceedings and for documents required by law to be kept confidential. If a grievant or the Federation violates this provision, this action will be a waiver by the grievant and/or Federation of any confidentiality right the grievant or the Federation may have which is related to the grievance.
- 7.3.17 The parties may agree to facilitate an investigation in order to expedite the grievance process. Such investigation may include the sharing of relevant documents, facts, records and data in the possession of either party.
- 7.3.18 Upon agreement between the Institute's Human Resource Director and the Federation President, leave with pay may be granted to an employee to participate in a grievance meeting.
- 7.3.19 At any stage of the procedure, the parties may initiate a settlement proceeding as an attempt to resolve a grievance. If the proceeding is initiated, the grievance time limits will be tolled in writing. The proceeding shall be conducted by a representative appointed by the Federation and one appointed by the Institute. If either party

determines that the proceeding should be terminated, that party may end the settlement proceeding by submitting a notification in writing to the other party of its intent to terminate the proceeding and reinstate the time limits. The time limits shall be reinstated upon service to the other party of such reinstatement and shall include any portion of the time limits that expired prior to the parties' agreement to tool the time limits.

#### 7.4 LEVEL 1:

7.4.1 The grievant and/or the Federation shall submit the grievance in writing to the immediate supervisor during an informal meeting. To be considered, the grievance must be filed in accordance with the ten (10) day time limit set forth in Section 7.3.6 of this article and contain the provision(s) of the Agreement allegedly violated, a description of the facts which led the grievant to believe there has been a violation of the Agreement, the date of the incident that the grievant believes precipitated the grievance and the relief requested.

#### 7.5 LEVEL 2:

- 7.5.1 If, after ten (10) days the grievance is not resolved at the informal meeting, the grievant or the Federation may submit the grievance in writing to the Department Dean (Reader/Writers shall submit to the Associate Vice President for Student Services).
- 7.5.2 No later than ten (10) days following receipt of the grievant's written grievance, the Dean, or designee shall submit a written response to the grievance. The response shall be submitted to the grievant and the Federation.
- 7.5.3 In recognition of the fact that grievances may be related to decisions made outside of the department, a grievant who believes the Dean may not have the authority to resolve the grievance, the grievant or the Federation must so state to the Dean and with the Dean's written authorization may initiate the grievance with the Human Resources Director at Level 3. All of the procedures set forth in Levels 1 and 2 shall be followed if this alternative is used. The grievant is responsible for the preparation of all paperwork necessary to utilize this alternative.

#### 7.6 LEVEL 3

- 7.6.1 If the grievant is not satisfied with the Dean's written disposition, the grievant or the Federation may appeal the grievance in writing to the Human Resources Director or designee no later than ten (10) days after the grievant received the Dean's response.
- 7.6.2 No later than ten (10) days following receipt of the grievant's appeal, the Human Resources Director or designee shall conduct a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party. Each party shall assume its own costs including the costs of witnesses. The Human Resources Director or designee may record the meeting.
- 7.6.3 No later than ten (10) days following the close of the meeting set forth under section 7.6.2 of this article, the Human Resources Director or the Human Resources



Director's designee shall submit a written decision on the grievance to the grievant and the Federation.

## 7.7 ARBITRATION

- 7.7.1 If the grievant and the Federation are not satisfied with the Level 3 disposition, the Federation may appeal the grievance to arbitration no later than ten (10) days following receipt of the Level 3 disposition by the grievant.
- 7.7.2 The grievance will be appealed to arbitration by the submission of a written request by the Federation to the Federal Mediation and Conciliation Service (FMCS) for a list of seven arbitrators. The request for an arbitration panel can not include any special requirements. A copy of the request shall be sent to the Institute by the Federation.
- 7.7.3 The parties shall alternatively strike names on the list until there is one name remaining who shall be the arbitrator. The party to strike the first name shall be determined by the toss of a coin.
- 7.7.4 The arbitrator shall conduct the hearing as soon as possible following the selection of the arbitrator.
- 7.7.5 The arbitrator's decision shall be submitted to the Institute and the Federation as soon as possible after the conclusion of the hearing.
- 7.7.6 The arbitrator's decision shall be in writing and shall include the arbitrator's decision, rationale and, if appropriate, the relief. The arbitrator shall not have the authority to expand, or add to, the rights employees or the Federation have under the terms of this Agreement.
- 7.7.7 The arbitrator's decision shall be final and binding on the parties subject to appeal in accordance with the Uniform Arbitration Act (Chapt. 44, NM Stat. Ann. 1978).
- 7.7.8 The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. Unless the grievant is represented by the Federation, the Institute may require that the grievant post the grievant's share of the expenses in advance of the hearing.
- 7.7.9 Upon demand of either party, or at the discretion of the arbitrator witnesses shall be required to testify under oath or affirmation.

## **ARTICLE 8 FEDERATION RIGHTS**

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- 8.1 The following rights shall be granted exclusively to the Federation, and shall not be granted to any other labor organization.
- 8.2 The Institute shall provide the Federation payroll deduction for employees who authorize the deductions in the amount designated by the Federation. The deductions shall be made provided the deduction request is submitted to the Institute's payroll office on a form authorized by the Federation. The deductions shall be made from employee paychecks for each pay period. The authorizations may be submitted to the payroll office at any time, and

deductions will commence on the following payday. The deductions shall be transmitted to the Federation within a reasonable period of time following each pay date at which the deductions were made. Employee authorizations shall be continuous and may be terminated at any time thirty (30) days prior to the deduction termination. The Federation shall notify the Payroll Office of any change in the deduction amounts at least ten (10) days prior to the effective date of the new amount. The Federation agrees to render the Institute and Governing Board harmless for any action resulting from compliance with this provision.

- 8.3 The amount of deduction to be made from each employee's wages will be certified in writing by the Federation. In the event the amount of dues changes, the Institute shall implement such change within a reasonable time period.
- 8.4 Employee deductions may be terminated at any time by an employee contacting the Institute's payroll office and notifying the Federation.
- 8.5 The Federation, its membership and the individual members of the bargaining unit agree to hold the Institute safe and harmless for any legal action resulting from compliance with this provision.
- 8.6 The Institute agrees to allow the Federation to use employee mailboxes and bulletin boards for the distribution and posting of Federation information. Such information will be distributed and/or posted by Federation representatives. Nothing inflammatory, derogatory or disruptive to good labor-management relations shall be contained in the materials to be distributed and/or posted. In the event the Institute believes a violation of this provision has occurred it shall be brought to the attention of the Federation President and the distribution in question will be halted until the parties agree on how to proceed.
- 8.7 Local Federation representatives who are TVI employees are eligible for extended leave without pay to conduct Federation business. Such leave may be approved if it does not present an undue hardship or expense to the Institute and subject to the following conditions:
  - 8.7.1 Written notice must be submitted at least fourteen (14) calendar days in advance of the time of the requested leave.
  - 8.7.2 The Federation representative shall suffer no loss of seniority.
  - 8.7.3 The Federation representative shall be eligible to continue group benefits as contained in this Agreement, provided he/she pays both the employee's and the Institute's portion of the premium cost.
  - 8.7.4 The Federation representative shall be returned to the job vacated, or one of equal pay.
- 8.8 The Federation or any employee may not solicit membership while the employees are on duty.
- 8.9 The Federation shall be allowed to use meeting areas in Institute buildings at no cost to the Federation provided advanced scheduling has been made with the Institute and provided the meetings do not conflict with scheduled events or the Institute's facilities policy. Attendance at these meetings shall not occur during duty time.
- 8.10 The Federation shall have the right to identify worksite representative for each Institute campus where bargaining unit employees are present. The Institute shall recognize these representatives as Federation leaders at the worksites. The Federation President shall inform

the Institute's Human Resources Director of the names of the Federation representatives and keep such notification current.

8.10.1 Worksite representatives shall have the right to carry out their Federation responsibilities so long as this activity is done on non-duty time and does not interfere with the duty time of other bargaining unit employees.

8.10.2 Worksite representatives shall have the right on non-duty time to bring to the attention of the worksite supervisors concerns over the administration of the Agreement and other concerns affecting the bargaining unit employees.

8.11 Upon request, the Institute shall provide a listing of bargaining unit employees arranged according to hire date and shall include current salary information for each employee.

8.12 The Federation may be allowed to make a presentation at new employee orientations. The Federation may also be allowed to make brief announcements at any employee meetings.

8.13 The Federation will be allowed to appoint one bargaining unit employee to serve on any committee that includes bargaining unit employees formed by the Department for the purpose of discussing or making decisions affecting the wages, hours or working conditions of bargaining unit employees.

## **ARTICLE 9: EMPLOYEE RIGHTS**

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9.1 The Federation and the Institute agree that all employees in the bargaining unit are entitled to all of the rights and privileges delineated in this Agreement. There shall be no rights implied beyond the specific terms of this Agreement and the Federation shall be the exclusive representative for the representation of these rights.

9.2 The parties acknowledge that employees serve an initial trial period of six (6) months during which they are not members of the bargaining unit and are not covered by this Agreement. This initial trial period may be extended for an additional period not to exceed an additional six (6) months. In the event a bargaining unit employee is selected for another bargaining unit position he/she shall serve an orientation period of six (6) months in the new position. During the orientation period the employee remains a member of the bargaining unit but may be removed from the new position without recourse to the grievance procedure.

9.3 When a bargaining unit employee moves to another position in the Institute outside the bargaining unit the employee shall serve a new trial period in accordance with the provisions of the TVI Employee Handbook.

9.4 During the first six (6) months an employee is a member of the bargaining unit employment may be terminated at the will of the Institute. The Institute's action shall be final and binding on all parties and shall not be subject to the grievance procedure. In recognition of the need to create an implementation period for this provision, the language of this section shall only apply to those employees who enter the bargaining unit after the effective date of this Agreement.

- 9.5 An employee's time spent as a part time employee in a trial period shall apply toward the completion of the initial trial period in the event the employee is selected for a full time position with the same job title in the same department.
- 9.6 Following completion of six (6) months in the bargaining unit, an employee may be suspended without pay, demoted or terminated only for "just cause". The Institute's action shall be subject to the Agreement's grievance procedure. The grievance procedure shall be the exclusive remedy of an employee and the Federation to challenge the Institute's action. The Institute shall provide the employee written notice of termination as soon as possible. The notice shall include the reason(s) for the termination.
- 9.7 For the purposes of this Article, the following definitions shall apply:
- "Just Cause" shall mean a reason that is rationally related to an employee's competence or turpitude or the proper performance of the employee's duties and that is not in violation of the employee's civil or constitutional rights.
- "Termination" shall mean any adverse employment action by the Institute that results in an involuntary severance of an employee's employment status with the Institute.
- 9.8 Prior to the implementation of a suspension without pay, demotion or termination the employee will be advised of the charges against the employee and given an opportunity to respond. Upon request, the employee will be allowed to be accompanied by a Federation representative at the pre-disciplinary meeting.
- 9.9 An employee may be placed on administrative leave during an investigation involving the employee. Administrative leave shall be leave with pay however, if such leave extends into a break period, no pay beyond the normal work schedule of the employee will be paid.
- 9.10 During an employee investigation, no documentation related to the matter will be placed in the employee's official personnel file.
- 9.11 An employee may be accompanied by a Federation representative at a grievance procedure meeting as provided under this Agreement's grievance procedure, a meeting at which the employee will receive formal charges against the employee, a meeting which results in the issuance of a written reprimand against the employee, or a meeting initiated by the employee and the supervisor agrees with the employee's request for representation.

#### **ARTICLE 10: REDUCTION-IN-FORCE (RIF)**

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- 10.1 Because the Institute's staffing must be expanded and/or reduced for reasons as determined by the Institute including, but not necessarily limited to, fluctuations in enrollment or availability of funding, it may be necessary to reduce the number of employees, re-assign employees from full-time to part-time status or reduce the number of annual work days and/or hours of employees.
- 10.2 If a RIF necessitating either the lay-off, reduction to part-time status or reduction of the number of annual work days or hours of any employee in the bargaining unit is anticipated by the Institute, the Institute shall inform the Federation and the affected employees of the

anticipated lay-off or reduction in writing no less than fourteen (14) calendar days prior to the implementation of the layoff or reduction. The Federation shall be provided the opportunity to submit a written plan to the Institute setting forth how the lay-off or reduction may be avoided. Such plan must be submitted no less than five (5) days after receiving the written notice from the Institute. If the Federation does not respond within the five- (5) day period, the Federation will be considered to have waived any opportunity to submit comments regarding the anticipated lay-off or reduction and will be prohibited from public criticism of the RIF. If the Federation submits a plan, the Institute shall consider the Federation's plan before implementing the RIF/reduction or any other plan. The parties agree that in the event such notice as described above occurs at the end of a term or during any break period, the days between terms or during the break shall be considered days for the purpose of this notice.

- 10.3 Prior to the implementation of a lay-off or reduction, the affected employee(s) will be re-assigned to another bargaining unit position(s) for which the employee(s) is (are) fully qualified as determined by TVI if such positions are available. All temporary or trial period employees in the classification titles covered by this Agreement will be discharged prior to the initiation of a RIF of employees of this bargaining unit. This provision does not apply in the event TVI determines a special skill is required.
- 10.4 Persons shall be retained as full-time employees based upon seniority applied to the current classification title held and the skills needed to operate the programs involved, with seniority governing when two (2) or more employees are judged to have relatively equal skills. Equal skill shall be judged on current occupational or discipline skills in the affected program area as determined by the Institute.
- 10.5 An employee reinstated within one (1) year after lay-off or reduction to part-time status shall be entitled to seniority previously accrued during employment, all previous credit and standing granted on the pay plan for those reinstated to full-time positions and the reinstatement of unused leave balances.
- 10.6 A laid-off employee or an employee placed on part-time or with a reduce number of days/hours status shall be placed on a recall list for one (1) year. Employees shall be reinstated to positions for which they are fully qualified, as determined by the departments, in reverse order of lay-off or reduction.

## **ARTICLE 11: DRUG/ALCOHOL TESTING**

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- 11.1 The parties agree that the maintenance of a drug/alcohol free work place is a goal of both the Institute and the Federation. Employees are prohibited from possession, consumption and/or being under the influence of a controlled substance/alcohol while on the Institute's premises or during time paid by the employer. Violations of this prohibition may result in a disciplinary action up to and including termination.
- 11.2 The Institute may administer an alcohol and/or drug test of an employee when the Institute has probable cause or reasonable suspicion to believe the employee is under the influence of a controlled substance and/or alcohol. For the purposes of this section, "probable cause" and "reasonable suspicion" shall be defined as observable and articulable behavior exhibited by an employee that would lead a reasonable adult to conclude that the

employee may be under the influence of a controlled substance and/or alcohol. Failure of an employee to cooperate in such testing may result in disciplinary action, including termination, against the employee.

- 11.3 TVI may implement and/or continue random and post accident drug testing consistent with the determination of “safety sensitive” positions in existing case law.
- 11.4 Employees with substance abuse problems shall continue to be offered the opportunity to utilize the services provided by the Institute’s Employee Assistance Program (EAP). Depending on the severity of the detected employee’s substance abuse problem, the Institute may either offer the employee EAP services and/or commence disciplinary action against the employee. An employee’s self-referral to the EAP shall remain confidential and will not be used as the sole basis for disciplinary action.
- 11.5 Any additional policies and/or practices related to drug and/or alcohol testing shall not conflict with these provisions. Prior to the implementation of these new or additional policies and/or procedures, the Federation will be given the opportunity to review the proposed policies and/or procedures and provide input to the Institute’s Human Resource Director.

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**ARTICLE 12: MAINTAINING MINIMUM QUALIFICATIONS**

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- 12.1 The parties recognize there are certain licenses and/or certifications required of employees to be qualified to perform the duties of their job description. The employee shall be responsible for the maintenance of these qualifications.
- 12.2 An employee who fails to maintain a required license and/or certification for the employee’s position may be removed from the employee’s position and may be terminated. Said removal or termination is only grievable in the event there is a factual dispute as to whether a license/certification was actually maintained.

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**ARTICLE 13: JOB PLACEMENT, VACANCIES, TRANSFERS AND REASSIGNMENTS**

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- 13.1 Vacancies for all positions in the bargaining unit that the Institute determines need to be filled shall be posted in appropriate work sites frequented by employees for a minimum of five (5) working days.
- 13.2 Employees who wish to be considered for vacancies may apply by following the directions provided on the vacancy posting or by contacting the Human Resources Department for specific instructions.
- 13.3 Vacancy postings will contain specific identification of the vacant position, worksite(s) where the vacancy exists, the position’s major duties and a deadline for submission of applications. It is understood that the inclusion of the worksite location on a vacancy posting in no way guarantees an employee will be retained in a specific worksite location.
- 13.4 Selection will be based upon whomever TVI determines to best meet the needs of the Institute subject, but not limited to, such criteria as: education, experience, demonstrated ability, attendance and operational needs. When two or more internal full time applicants are

determined by TVI to be equally qualified, seniority shall govern. Management retains the right to reassign all positions and assignments to meet the needs of the Institute.

- 13.5 Bargaining unit employees may be allowed, at the discretion of the Institute, to participate in committees to screen applicants and recommend candidates for bargaining unit positions. This provision shall not be interpreted in such a manner as to prohibit bargaining unit members from participation in other committees that TVI determines are in the best interests of the Institute.
- 13.6 Qualified part-time employees shall be granted first consideration for any full-time bargaining unit position vacancy of the same classification title over outside applicants.
- 13.7 All work assignments, shift and days off assignments and location assignments are subject to change to meet the operational needs of the Institute.
- 13.8 When making reassignments management will attempt to meet the needs of the Institute through the use of volunteers or reverse order of seniority. When such a reassignment involves a change of work hours or location (campus), the employee will be provided with reasonable notice.
- 13.9 Part-time bargaining unit employees are hired specifically for part-time positions and remain part-time regardless of actual hours worked. A part-time employee may only become a full-time employee if he/she has applied and been selected to fill such a position.

#### **ARTICLE 14: PRIVATIZATION**

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- 14.1 The Institute has the right and responsibility to determine what work is to be performed and by whom it shall be performed.
- 14.2 If cost savings is the reason the Institute considers contracting out any work being performed by members of the bargaining unit that results in current employees having their jobs eliminated, the Institute shall provide the Federation written notice of the anticipated action no less than forty-five (45) calendar days prior to the planned implementation of the action.
- 14.3 Prior to making a final determination on the issue, the Institute shall allow the Federation to present alternatives to contracting out employee services. In the event the Institute and the Federation agree on cost-saving measures that may alleviate the need to contract out the services, the measures shall be implemented.
- 14.4 If the Institute allows bidding on the provision of employee services, the employees shall be allowed to bid to the extent provided by law.

#### **ARTICLE 15: SENIORITY**

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- 15.1 Seniority shall be defined as the length of continuous service from the employee's most recent date of hire applied to the employee's current job title and academic discipline/program. Seniority for full time and part time employees shall be calculated and applied separately.
- 15.2 Seniority shall be broken under the following circumstances:
  - 15.2.1 if the employee quits;

15.2.2 if the employee is involuntarily terminated;

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

**ARTICLE 16: Personnel Files**

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- 16.1 The Institute shall maintain an official personnel file for each employee. The file will be maintained in the Human Resources Department.
- 16.2 An employee shall be permitted to review material contained in the employee's official personnel file. An employee's official file shall be available for inspection within a reasonable time after it has been requested. The employee shall be required to show proper identification. A designated representative of the Human Resources Department may be present during the file review.
- 16.3 No anonymous, unsigned or unsubstantiated student-authored information will be placed in any employee's official file. Incident reports made to the supervisor shall not be placed in the official file maintained by the Human Resources Department until such report has been investigated.
- 16.4 The employee has the right to be accompanied by a Federation representative while examining the employee's official file.
- 16.5 An employee may designate a Federation representative to have access to the employee's official file provided the designation is done in writing.
- 16.6 The Institute shall provide an employee a copy of any document, except routine file maintenance documents, prior to the placement of the document in the official file. The employee shall be asked to sign the document in order to verify that the employee has seen the document.
- 16.7 The Institute will honor reasonable requests for a copy of an accessible document in the official file for the employee. The employee may be required to assume a reasonable cost for the copies.
- 16.8 The employee has the right to respond in writing to anything placed in the employee's official file and have such response placed with the material to which the response relates.
- 16.9 The department and each supervisor may maintain a separate working file for each employee that is not accessible to the employee. The material contained in the working file shall not be used as the sole basis for disciplinary action unless the employee has been apprised of the material and given an opportunity to respond.

**ARTICLE 17: JOB DESCRIPTIONS**

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- 17.1 The parties agree that job descriptions are intended to provide a general description of the duties to be performed by the incumbent, not an all-inclusive list of duties. Employees are



responsible for performing the work assigned to them whether or not it is specifically identified in their job description.

- 17.2 During the life of this Agreement the Employer may modify or rewrite job descriptions on an as needed basis. The Federation may acquire copies of the modified job descriptions from the Human Resources Department.
- 17.3 Upon request by the Federation, the parties shall meet to discuss modifications to job descriptions. The Federation may make recommendations regarding the content of modified job descriptions and duties.
- 17.4 If, during the term of this Agreement, the Federation develops concerns that an employee is being assigned duties as a regular assignment that are not reasonably related to the employee's job description, the issue may be raised for resolution by the Labor/Management Committee.

#### **ARTICLE 18: LABOR-MANAGEMENT COMMITTEE**

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A Labor-Management Committee (LMC) is established. The LMC's purpose shall be the discussion of employee concerns and issues that relate to employee professional needs and matters which relate to employee terms and conditions of employment. The LMC shall be composed of three (3) representatives appointed by the Institute President and three (3) representatives appointed by the Federation President. By mutual agreement the LMC may establish rules and procedures provided they do not conflict with any provision of this Agreement, and establish sub-committees to study issues which will be reported back to the LMC.

#### **ARTICLE 19: MANAGEMENT RIGHTS**

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

- 19.1 Determine the mission of the Institute and its division and departments:
- 19.2 Set standards:
- 19.3 Exercise control and discretion over the Institute's organization and its operations:
- 19.4 Direct employees of the Institute:
- 19.5 Hire, promote, assign, reassign, transfer, and retain employees in positions within the Institute and suspend, demote, discharge or take disciplinary action against employees of the Institute:
- 19.6 Maintain the efficiency of the operations entrusted to the administration of the Institute:
- 19.7 Relieve employees from duties because of lack of work or lack of funding:
- 19.8 Determine the methods, means and personnel by which such Institute operations are to be conducted; and
- 19.9 Take actions as may be necessary to carry out the mission and functions of the Institute and maintain uninterrupted service to the students, instructors and other employees in situations of emergency should the Institute determine that uninterrupted services are in the best of the Institute, the students, instructors and staff.

The Employer shall retain all other rights not expressly abridged by this Agreement. These rights shall not be subjugated or diminished in any way by any expressed or implied duty to bargain unless it is specifically contained in this Agreement. This provision shall not be interpreted to prohibit bargaining on these issues in negotiations for a successor Agreement.

## **ARTICLE 20: LEAVES**

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All leave is subject to the approval of the supervisor. Employees are required to comply with department leave approval and call-in policies and procedures in order to obtain approval to utilize leave. Part-time employees do not accrue paid leave and no language in this Agreement shall be construed as providing paid leave to part-time employees.

### 20.1 General Provisions

20.1.1 For the purposes of this article, "immediate family" shall mean the employee's spouse, child, stepchild, grandchild, parent, stepparent, sister, stepsister, brother, stepbrother, grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, others who reside in the same household with the employee or a person *in loco parentis* (i.e., a person who is acting in place of the employee's parent or who is in the care of an employee acting in place of a parent).

20.1.2 Time spent by an employee on any approved leave shall be counted for seniority purposes.

20.1.3 Chargeable paid leave shall be made in one-half (1/2) hour increments. All employee absences shall be recorded and, where appropriate, debited on a one-to-one basis from accrued leave.

20.1.4 Chargeable leave shall not be made for time involved in an Institute closing or abbreviated schedules.

20.1.5 Once an employee is on an approved leave, the leave may be converted to another type of leave if the conversion request is approved in writing by the President or the President's designee.

20.1.6 Unless otherwise stated in this Agreement, all benefits earned by an employee on an accrual or credited basis shall be restored to an employee following the return of the employee from approved leave without pay. An employee shall continue to accrue benefits while on a paid leave of absence, but the employee shall not accrue benefits while on an unpaid leave of absence.

20.1.7 An employee shall continue to be eligible for all employee insurance programs while on a leave of absence. While an employee is on a paid leave of absence, the Institute shall continue to assume its share of premium costs.

20.1.8 Unless otherwise stated in this Agreement, an employee shall submit leave requests for approval to the employee's dean or dean's designee. All leave requests shall be subject to approval by the employee's dean or dean's designee.

20.1.9 An employee on any leave of absence with a duration of one term or less, shall be

returned at the conclusion of the leave to the same position to which the employee was assigned immediately prior to the commencement of the leave. An employee returning from a leave of absence with a duration in excess of one (1) term shall be returned to the same or equivalent position, which the employee is qualified to teach. The position to which the employee is returned may or may not contain the same class schedule, work hours and/or location that was assigned to the employee prior to the leave.

- 20.2 Bereavement Leave: A maximum of three (3) days leave with pay shall be granted a full time employee in the event of a death in the employee's immediate family. If additional leave is required, the employee may use other available paid leave as appropriate or leave without pay. Bereavement leave is not cumulative and shall not be deducted from accumulated paid leave.
- 20.3 Sick Leave:
- 20.3.1 Sick leave with pay may be used by an employee for personal illness in the immediate family, subject to the limits set forth herein, or for the purpose of injury or quarantines.
- 20.3.2 An employee shall accrue three (3) hours of paid sick leave per pay period worked to a maximum of 1362 hours or 227 days.
- 20.3.3 A maximum of three (3) days of sick leave in succession may be used by an employee for illness of an employee's immediate family member. A physician's certification may be required at the discretion of the supervisor.
- 20.3.4 If the absence is due to a work-related injury or illness, the President may advance additional sick leave to the employee in an amount equal to the amount the employee would have accrued during the balance of the fiscal year. Requests for this benefit shall be submitted in writing to the President.
- 20.3.5 An employee who is absent because of personal or family illness may be required by the employee's supervisor to submit a physician's statement attesting to the illness.
- 20.3.6 Appointments for treatment by a physician or dentist are legitimate reasons for the use of sick leave. Prior arrangements for the appointments shall be made by the employee with the employee's supervisor and adequate documentation may be required. Employees are required to attempt to make such appointments in such a way as to be the least disruptive to the educational process.
- 20.3.7 Abuse of sick leave is sufficient reason for termination of employment or other disciplinary action.
- 20.4 Medical Leave:
- 20.4.1 When an employee is unable to perform essential job functions because of a serious health condition, the employee shall be entitled to medical leave without pay under the Family and Medical Leave Act for a period not to exceed 12 weeks during any 12-month period. All Medical Leave must be approved through the Human Resources Department before the leave is taken. The 12-month period shall

commence on the date the Medical Leave begins.

20.4.3 An employee on Medical Leave shall report to the employee's supervisor or designee every 30-calendar days.

20.4.4 If the employee participates in Institute insurance plans, the Institute will pay the employer's share of insurance premiums for up to 12 weeks.

20.4.5 The employee shall have all rights provided under the Family and Medical Leave Act.

20.4.6 An employee shall be eligible for a total leave of 12 weeks during any 12 month period subject to the conditions set forth in section 4.1 above and the conditions set forth in section 5.1 below. An employee shall not be allowed to exceed the 12-week total by combining the two leaves.

## 20.5 Family Leave

20.5.1 An employee shall be eligible, under the Family and Medical Leave Act, to up to 12 weeks of unpaid leave during any 12 month period upon the birth and care of the employee's child, placement of an adopted or foster child with an employee or care of an employee's spouse, child or parent in case of a serious health condition. All Family Leave must be approved through the Human Resources Department before the leave is taken.

20.5.2 An employee may substitute or may be required to substitute appropriate accrued leaves for any part of the 12-week period. Sick leave may be substituted only if the family leave is being used for care of the employee's spouse, child or parent in case of a serious health condition. Accrued paid annual and personal leave may be substituted in all cases of Family Leave.

20.5.3 The 12-month period referenced in 20.5.1 above shall commence on the date the Family Leave commences.

20.5.4 An employee shall be entitled to all rights set forth in the Family and Medical Leave Act.

20.5.5 If an employee participates in Institute insurance plans, the Institute shall pay the employer share of the insurance premiums for up to 12 weeks.

20.5.6 Where two (2) spouses are Institute employees, they shall be allowed a total of 12 weeks of Family Leave between them during any 12 month period for the birth or adoption of a child, the placement of a foster child or to care for an ill parent. If the leave is requested for either spouse's own serious health condition or the serious health condition of the couple's child, each spouse shall be entitled to separate Family Leave.

20.6 Personal Leave: The general purpose of personal leave is to provide employees, who do not accrue annual leave, paid leave to attend to personal business that cannot be scheduled outside the employee's normal duty hours. Personal leave is not intended for vacations

during the time that school is in session or employees are otherwise required to be in attendance.

20.6.1 Each Full-time employee shall be granted five (5) days, or 40 hours, of personal leave with pay for each academic year. Personal leave shall accrue at the rate of .1923 days per pay period. No leave of any type shall accrue while an employee is on leave without pay.

20.6.2 Personal leave may be taken, with proper approval, whether or not it has been accrued to the maximum amount for which an employee will become eligible during a given academic year. However, if the employee terminates employment before having accrued as much leave as has been taken, the employee shall be obligated to reimburse the Institute for unaccrued leave taken or the Institute may withhold from the employee's earnings an amount sufficient to liquidate the debt.

20.6.3 Personal leave requires advance approval by the dean or dean's designee and whenever possible should be taken when it does not interfere with the Institute's operational needs

20.6.4 Not more than five (5) days of personal leave may be taken in succession.

20.6.5 Not more than four (4) days of personal leave granted but not taken during an academic year may be carried forward to the following academic year. For additional personal leave granted but not taken, the employee has the option of converting the excess leave to sick leave at 100 percent, or receiving payment at a conversion rate of one (1) day's pay for four (4) days of leave.

20.6.6 Use of personal leave is not allowed except under emergency circumstances during staff development days and during the first five (5) or last five (5) instructional days of a term.

20.7 Professional Leave: Professional leave with pay may be granted for participation in Institute-related professional activities upon the approval of the Vice-President for Instruction or designee.

20.8 Court Leave

20.8.1 An employee shall be granted leave with pay for service or appearance at a legal proceeding including jury duty or a response to a subpoena or other legal proceeding that requires the employee's absence from duty for other than personal matters. The employee shall make arrangements with the Institute for the endorsement by the employee to the Institute of any per diem check received from the court. Amounts received for mileage and expenses may be retained by the employee.

20.8.2 An employee who needs to appear at a legal proceeding to assert or protect the employee's own interests may be eligible to use accrued paid personal leave for these purposes. If the employee does not have accrued paid personal leave, the employee may be eligible to use leave without pay.

20.8.3 Paid personal leave may not be used by an employee pursuing a claim or called to

testify against the Institute.

20.9 Military Leave. An employee shall be granted military leave in accordance with state and federal law. During the first 15 days of such leave, if the employee's military pay is less than the employee's salary from TVI, TVI will make up the difference.

20.10 Leave Without Pay.

20.10.1 An employee may be granted an unpaid leave of absence outside the Family Medical and Leave Act. Such leave is solely at the discretion of the Institute and shall not be granted for the purpose of employment with another employer.

20.10.2 Upon return from the leave, the employee may be reassigned to an equivalent position within the bargaining unit if a budgeted vacancy in the same department exists.

20.10.3 The leave shall not exceed one (1) year.

20.10.4 An employee with less than three (3) years of service with the Institute who takes this leave may continue enrollment in Institute insurance plans provided the employee pays 100% of the insurance premiums during the time spent on the leave. This provision applies only if the employee is participating in the Institute's insurance programs at the time the leave without pay is requested.

20.10.5 An employee with three (3) years or more service with the Institute who takes this leave may continue enrollment in the Institute's insurance plans by paying in advance the employee's share of the insurance premium for the first 105 calendar days of the leave. For a leave extending beyond 105 calendar days, the employee on leave shall pay 100% of the premium costs in order to remain enrolled with the Institute's insurance plans.

20.11 Absence Without Leave.

20.11.1 An employee's failure to notify the Institute of an absence for three (3) or more consecutive work days shall be regarded as abandonment and a voluntary resignation by the employee except as provided herein.

20.11.2 The requirement set forth in 20.11.1 above shall only be waived when the Institute is convinced the employee was prevented from providing notification by events beyond the employee's control. As a condition for reinstatement, the employee shall be required to demonstrate that notification was provided as soon as possible.

## **ARTICLE 21: NON-DISCRIMINATION**

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The parties to this Agreement agree that neither the Federation nor the Institute's respective policies or activities will discriminate against any employee based upon race, age, gender, color, national origin, religion, ancestry, marital status, sexual orientation, Federation or non-Federation affiliation, veterans status or disability. The only forum for addressing issues covered by this article is the grievance procedure contained in this Agreement.

Employees who file grievances alleging a violation of the provisions of this Article may file the grievance at the step of the grievance procedure immediately above the level of the person alleged to have violated these provisions.

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**ARTICLE 22: SEVERABILITY**

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

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**ARTICLE 23: PAYMENT FOR UNUSED SICK LEAVE**

Each employee whose most recent commencement date of employment began prior to July 1, 1990 and who, at the time of employment termination simultaneously retires under the Educational Retirement Act, shall be entitled to receive payment for accrued sick leave in accordance with the following formula:

- 23.1 Each employee who has accrued between 150 and 260 sick leave days shall be eligible for one (1) day's pay for each two (2) days of sick leave in excess of 150.
- 23.2 Each eligible employee with fewer than 150 accrued sick leave days shall be eligible for one (1) day's pay for each three (3) days of sick leave.

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**ARTICLE 24 EDUCATIONAL BENEFITS**

- 24.1 The Institute shall continue to offer educational benefits to support and encourage professional development and career advancement among employees.
- 24.2 With supervisor approval, a regular full-time employee may use up to three hours per work week to take Institute courses. Such employee may be required to carry a pager and respond to calls.
- 24.3 A request to take Institute courses may be approved or denied based on department needs and the effect of the employee's absence on department operations.
- 24.4 An employee with unsatisfactory performance may be denied this educational benefit.
- 24.5 A regular full-time employee may apply for a waiver of TVI tuition and registration fees for up to 12 credit hours per year.
- 24.6 A regular part-time employee may apply for waiver of TVI tuition and registration fees for up to 4 credits per year.
- 24.7 With supervisor approval, a regular full-time employee is eligible for tuition reimbursement for Institutions other than TVI for up to 12 credit hours per year. Tuition costs are reimbursed at the actual cost or the current University of New Mexico tuition rates, whichever is less. Courses must be taken on the employee's own time.
- 24.8 An employee may use the options in 24.5 and 24.7 for a maximum of 12 credits hours per year.

## **ARTICLE 25: WORK YEAR**

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Employees, other than Reader Writers, shall have a normal work year designated in writing by the Institute. When employees are required to work additional days beyond their designated work year, they shall be paid their normal hourly rate of pay for all hours worked.

## **ARTICLE 26: NO STRIKE OR LOCKOUT**

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- 26.1 No employee or the Federation shall engage in a strike. The Federation shall not cause, instigate, or support a strike.
- 26.2 The Institute shall not engage in a lockout. The Institute shall not cause, instigate, encourage or support a lockout.
- 26.3 Any labor organization that causes, instigates, encourages, or supports an employee strike, walkout or slowdown may be decertified as the exclusive representative for the appropriate unit by the TVI Labor Board and shall be barred from serving as the exclusive representative of any bargaining unit of employees of the employer in accordance with the provisions of Governing Board policy 1994-57.
- 26.4 If the TVI Labor Board determines that the Institute caused, instigated, encouraged, or supported a lockout, the employees affected by the lockout may apply for injunctive relief to end the lockout.

## **ARTICLE 27: WORK WEEK AND WORKDAY**

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- 27.1 Full-time employees shall have a normal workweek consisting of forty (40) hours of actual work spread over the seven-day work period. Normally, employees will receive an unpaid lunch period of either 30 or 60 minutes as determined by the Dean or designee. The lunch period shall be duty free and is subject to scheduling by the Institute. The lunch period may be interrupted and rescheduled by the Dean or designee to meet the operational needs of the department. The lunch period shall normally be taken near the mid point of the employee's workday and cannot be used to shorten the workday.
- 27.2 Part-time employees shall have a workday designated by the Dean or designee. An unpaid duty free lunch period may be provided at the discretion of the Dean or designee. In the event a part-time employee's workday exceeds six (6) hours duration on any given day, an unpaid lunch period of not less than thirty (30) minutes shall normally be provided. The lunch period is duty free and is subject to scheduling, interruption and re-scheduling by the Institute.
- 27.3 During duty time, except for lunch and break periods, employees shall refrain from Federation activity or other personal business.
- 27.4 Subject to the completion of work duties, employees are eligible for one fifteen (15) minute break during each four hour work period. Breaks cannot be accumulated, used in conjunction with the lunch period or used to shorten the work day.
- 27.5 Employees will be given reasonable notice of changes in work schedules.



## **ARTICLE 28: HEALTH AND SAFETY**

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- 28.1 The Institute will continue to provide healthful and safe working conditions.
- 28.2 The Institute will comply with all applicable health and safety laws.
- 28.3 Employees shall observe all health and safety rules.
- 28.4 Bargaining unit employees who are appointed to the Institute's Campus Safety Committee shall be recommended by the Federation.
- 28.5 All hazardous or potentially hazardous conditions shall be reported to the employee's immediate supervisor. If the condition is not remedied, it may be referred to the Campus Safety Officer or the Dean of the Department.
- 28.6 The parties agree that during the term of this Agreement they will utilize the Labor/Management Committee established by this Agreement to address concerns regarding operating procedures for employees involved with potentially hazardous working conditions. Procedure manuals may be reviewed as well as the methods by which this information is disseminated to employees.
- 28.7 If a bargaining unit member is the designated substitute in a class they shall be entitled to temporarily remove a student from the employee's class when the employee's safety, the safety of the student or the safety of other students is threatened or when the student disrupts a class. The employee shall be consulted in the final disposition of the student's continued enrollment in the class. When a bargaining unit employee is not the designated class substitute, safety issues will be raised with the faculty member responsible for the class. Such issues may also be raised with the employee's immediate supervisor.
- 28.8 If bargaining unit members are solely responsible for a physical location at which students are present, they are entitled to temporarily remove a disruptive individual. This may include calling the immediate supervisor and, if necessary, campus security.

## **ARTICLE 29: OVERTIME**

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- 29.1 Bargaining unit employees are paid on an hourly basis and shall receive overtime payment at one and one-half (1 1/2) times their regular rate of pay for all hours actually worked over forty (40) in the designated 7-day work period. Employees can work overtime only with the specific prior approval of the Dean or designee. Mandatory overtime may be required by the Institute in order to meet a verifiable operational need.
- 29.2 Paid leave is not considered time worked for the purpose of computing overtime and/or compensatory time.
- 29.3 Flex-time: Flex-time is defined as changing the work schedule of employees during the 7 day work period such as lengthening one day and shortening the following day. Such flexing may be done at the discretion of the Institute in order to avoid an overtime or compensatory time situation. No overtime or compensatory time is due the employee unless the total actual hours worked in the 7-day period exceed forty (40) hours.
- 29.3.1 If flex-time is being used by the Institute at such a frequency as to result in an unreasonably disrupted regular weekly work schedule for the employee, the employee

may request a meeting with the Federation and the Institute to discuss the matter in order to mutually find a solution to the problem

### **ARTICLE 30: SUPERVISION**

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Only bargaining unit employees' Dean or designee are authorized to approve and assign such items as work schedules, overtime, lunch periods, work break, or starting and ending times. Changes to such items may only be implemented with the approval of the Dean or designee.

### **ARTICLE 31: COMPENSATION**

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Effective September 1, 2001, all bargaining unit employees will receive a 7% raise in their hourly rate of pay except as detailed below.

- 31.1 If an employee's hourly rate of pay is above the maximum of the range for his/her classification title, he/she shall receive a 7% non-recurring increase paid on a per pay period basis.
- 31.2 If an employee's hourly rate is below the maximum range for his/her classification title and adding 7% would take the rate above the maximum of the range, the amount below the maximum will be added to his/her hourly rate of pay. The amount above the maximum will be paid as delineated in number 1 above.
- 31.3 The parties have reviewed the duties of bargaining unit positions and determined that the job title of "Reader Writer" shall be reclassified to a grade F in accordance with the Institute classification plan. Incumbents in those job titles will have their pay adjusted to move them to at least the minimum of the new range. Incumbents will not receive the 7% indicated above. The parties agree that this adjustment resolves the question of the reclassification of positions in the bargaining unit for the term of this Agreement.
- 31.4 Part Time Lump Sum Payment:  
Each part time employee who is a member of the bargaining unit on 9-28-01 and who does not have the classification title of "Reader/Writer" shall be paid a one time lump sum payment that does not increase their base rate of pay. The amount of the lump sum will be \$200 and it will be paid within 30 days after the TVI Governing Board approves the final Agreement.

### **ARTICLE 32: HOLIDAYS**

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- 32.1 The following 6 paid holidays shall be observed by the full time employees covered by this Agreement.

Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The Day After Thanksgiving

32.2 The pay for these holidays will be distributed by adding 48 hours annually to the employees equal pay rate.

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**ARTICLE 33: WORK AS SUBSTITUTES OR PART TIME FACULTY**

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33.1 Bargaining unit employees are eligible and may be required to work as substitutes for faculty with the prior authorization of or assigned by the Dean or designee. In the event such authorization is obtained the following provisions shall apply:

33.1.1 Normally, the employee's normal work schedule shall be adjusted so that working as a substitute does not result in the employee working more than forty (40) hours calculated over their designated 7 day work period. The time spent in a properly authorized substitute assignment shall be paid at \$22.00 per hour, regardless of degree status. This amount shall be the total compensation for such time and shall not be in addition to the employee's regular pay for such time period.

33.1.2 The adjustment of the normal work schedule must be approved by the Dean or designee.

33.1.3 Pay shall be calculated to the nearest quarter hour.

33.1.4 Upon conclusion of the substitute assignment the employee shall continue his/her regular duties and shall be paid his/her regular hourly rate of pay.

33.1.5 In the event employees are authorized and work substitute assignments outside their normal work 40-hour schedule they shall be paid at a rate of \$22.00 per hour, or time and one half (1 ½ ) his/her regular hourly rate of pay whichever is greater, regardless of degree status.

33.1.6 Bargaining unit members are eligible to apply and be selected to work as part time instructors. The provisions of this Agreement do not apply to such part time work.

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**ARTICLE 34: AGREEMENT COPIES**

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Each party shall be responsible for the printing and dissemination of copies to its respective constituents. The parties agree that such dissemination shall not occur during duty hours.

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**ARTICLE 35: EVALUATIONS**

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35.1 The general purpose of evaluations is to improve employee performance and behavior. However, it is recognized that the evaluation may be relied upon by the Institute to support disciplinary action against an employee should such action become necessary.

35.2 Employees will be evaluated at least once a year. The evaluation will be in writing and shall be presented and discussed at a conference with the employee's evaluator.

35.3 In the event an employee disagrees with the contents of his/her evaluation he/she may

respond to the evaluation and have said response attached to the evaluation.

- 35.3 The existence of an evaluation system shall in no way be construed in such a manner as to prohibit the discipline of any employee. The parties further agree that the lack of technical compliance by the Institute with any of the provisions of the evaluation system shall not preclude the discipline of an employee.

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**ARTICLE 36: COMPLETE AGREEMENT**

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- 36.1 The parties agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this agreement. No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties. This agreement replaces any and all previous agreements between the parties.
- 36.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, the Institute the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain or negotiate 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.

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**ARTICLE 37: INSURANCES**

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- 37.1 The Institute shall continue to offer group health, disability, dental, vision and life insurance options to eligible employees.
- 37.2 The Institute's premium contribution for the group health, disability, dental and vision plans shall continue to be the amount set forth by the Governing Board. The Institute shall continue to pay 100% of the basic life insurance plan for eligible employees.
- 37.3 Employees shall continue to be permitted to participate in tax-deferred annuity and cafeteria plans on a voluntary basis in accordance with Institute procedure.
- 37.4 Employees who participate in voluntary life insurance shall pay 100% of the premium.

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**ARTICLE 38: DURATION**

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This Agreement shall become effective upon signature of the parties and shall remain in full force and effect until midnight on January 24, 2003.

**ARTICLE 39: SIGNATURES**

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39.1 IN WITNESS THEREOF, the parties hereto affix the signatures of their respective officers and representatives.

New Mexico Federation of Educational  
Employees (NMFEE)-  
Instructional Support Unit Employees

Albuquerque Technical Vocational Institute

By: \_\_\_\_\_  
Chief Negotiator

By: \_\_\_\_\_  
Chief Negotiator

By: \_\_\_\_\_  
Team Member

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_