

## Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:  
Lincoln Cushing, [lcushing@library.berkeley.edu](mailto:lcushing@library.berkeley.edu)

**IDnum** 212 **Language** English **Country** United States **State** NM

**Union** New Mexico Federation of Teachers

### Local

Occupations Represented
Teachers—postsecondary

**Bargaining Agency** Albuquerque Technical Vocational Institute Community College Governing Board

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 1999 **EndYear** 2002

**Source** <http://www.tviemployees.org/Documents%20Files/FullTimeFACULTY99-02.pdf>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

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

---

Agreement  
By and Between  
Albuquerque TVI Community College  
Governing Board  
And  
Albuquerque TVI Full Time Faculty Federation  
NMFT  
September 1, 1999 to August 31, 2002

FULL TIME FACULTY COLLECTIVE BARGAINING AGREEMENT  
TABLE OF CONTENTS

ARTICLE 1 – AGREEMENT.....	1
ARTICLE 2 – RECOGNITION .....	1
ARTICLE 3 – DEFINITIONS .....	1
ARTICLE 4 – NEGOTIATIONS PROCEDURES .....	2
ARTICLE 5 – AGREEMENT CONTROL .....	3
ARTICLE 6 = SEVERABILITY.....	3
ARTICLE 7 – GRIEVANCE PROCEDURE .....	3
ARTICLE 8 - NON-DISCRIMINATION .....	7
ARTICLE 9 – PARKING .....	8
ARTICLE 10 – EMPLOYEE RIGHTS .....	8
ARTICLE 11 – EMPLOYEE EVALUATIONS .....	11
ARTICLE 12 – REDUCTION-IN-FORCE (RIF) .....	12
ARTICLE 13 – ACADEMIC FREEDOM .....	13
ARTICLE 14 – DRUG/ALCOHOL TESTING .....	13
ARTICLE 15 – EQUIPMENT, SUPPLIES, AND OFFICE SPACE .....	14
ARTICLE 16 – VACACIES AND PROMOTIONS .....	14
ARTICLE 17 – RESPONSIBILITIES .....	14

ARTICLE 18 – MAINTAINING MINIMUM QUALIFICATIONS ..... 15

ARTICLE 19 – JOB DESCRIPTIONS ..... 15

ARTICLE 20 – PRIVATIZATION ..... 15

ARTICLE 21 – HEALTH AND SAFETY .....16

ARTICLE 22 – SENIORITY ..... 16

ARTICLE 23 – PERSONNEL FILES ..... 16

ARTICLE 24 – FEDERATION RIGHTS ..... 17

ARTICLE 25 – FACULTY-MANAGEMENT COMMITTEE .....19

ARTICLE 26 – MANAGEMENT RIGHTS ..... 19

ARTICLE 27 – LEAVES ..... 20

ARTICLE 28 – INSURANCES ..... 26

ARTICLE 29 – NO STRIKE ..... 26

ARTICLE 30 – PAYMENT FOR UNUSED SICK LEAVE ..... 27

ARTICLE 31 – EDUCATIONAL BENEFITS ..... 27

ARTICLE 32 – WORKLOAD ..... 27

ARTICLE 33 – COMPENSATION ..... 29

ARTICLE 34 – COMPLETE AGREEMENT ..... 31

ARTICLE 35 – AGREEMENT COPIES ..... 32

ARTICLE 36 – DURATION ..... 32

WORKLOAD APPENDIX ..... 33

APPENDIX A – SUMMER REPLACEMENT COST SCHEDULE ..... 36

FACULTY GRIEVANCE FORM ..... 37

WITNESS ..... 38

MEMORANDUM OF UNDERSTANDING .....39

**ARTICLE 1: AGREEMENT**

This Agreement is entered into between the Albuquerque TVI, hereinafter referred to as the Institute and the New Mexico Federation of Teachers – TVI, hereinafter referred to as the Federation. It is the general purpose of this Agreement to promote harmonious relations between the Federation and the Institute; to establish a peaceful procedure for the resolution of differences and to establish rates of pay, hours of work, and other terms and conditions of employment.

**ARTICLE 2: RECOGNITION**

- 2.1 The governing Board of the Institute hereby recognizes the Federation as the exclusive representative for all full-time faculty for the purposes set forth in the Policy.
- 2.2 The following employee classifications shall be excluded from the recognized bargaining unit: confidential, managerial, and supervisory positions as defined in the Policy.
- 2.3 This recognition is based upon the TVI Labor Relations Board certification dated November 17, 1995. If the Institute establishes a position that either party believes should be included within the full-time faculty bargaining unit, the new position will be incorporated into the bargaining unit if the parties agree to the inclusion and/or the TVI Labor-Relations Board rules that the position belongs in the unit.

**ARTICLE 3: DEFINITIONS**

- 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 Local 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 TVI Faculty Federation, AFT, NMFT.
- 3.5 EMPLOYEE – shall mean an employee within the bargaining unit for which the Federation has been recognized as exclusive representative.
- 3.6 DAYS – shall mean workdays unless otherwise defined in the Agreement. Holidays recognized by the institute shall not be considered workdays.
- 3.7 POLICY – The Board’s Collective Bargaining Policy (Governing Board Resolution 1994-57)
- 3.8 WORKSITE REPRESENTATIVE -- a Federation member who is designated by the Federation to represent the Federation.
- 3.9 PRESIDENT -- The chief executive officer of TVI.

## **ARTICLE 4: NEGOTIATIONS PROCEDURES**

- 4.1 Negotiations will be conducted at locations, times and dates that are mutually acceptable to the parties.
- 4.2 Negotiations will be conducted in closed sessions.
- 4.3 Unless otherwise agreed to by the parties the Federation and the Institute shall each identify a maximum of seven (7) members of their respective negotiations teams prior to the commencement of negotiations. This provision shall not prohibit either party from using substitute members during negotiations provided the substitution does not delay or inhibit the negotiations process.
- 4.4 Recesses, caucuses or study sessions may be called by either side at any time.
- 4.5 All tentative agreements shall be reduced to Writing by the parties and initialed by their respective chief negotiators. Tentative agreements shall remain tentative until the entire agreement is agreed to by the parties and ratified in accordance with the procedures identified by each of the parties. Tentative agreements are conditional and may be withdrawn should subsequent discussions change either team's understanding of the language as it relates to another part of the agreement.
- 4.6 Each negotiation team shall be authorized to bargain in good faith and initial tentative agreements. Final agreement on a collective bargaining agreement shall be reached when each side obtains ratification of the proposed agreement from its respective constituencies.
- 4.7 The parties reserve the right to communicate with their constituencies throughout the negotiations.
- 4.8 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 sixty (60) work days or later than thirty (30) work days prior to the expiration of this Agreement.
- 4.9 Additional negotiations procedures and ground rules may be negotiated by the parties at the commencement of negotiations.

**ARTICLE 5: AGREEMENT CONTROL**

- 5.1 If any Institute policy, regulation or directive is in specific conflict with any provision of this Agreement, the Agreement shall control.
- 5.2 This Agreement may only be modified or waived through a written agreement between the Institute and the Federation.

**ARTICLE 6: 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.

**ARTICLE 7: GRIEVANCE PROCEDURE**

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 set forth in this Agreement in another forum.

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.
- 7.2.2 A "grievant" shall be any faculty member, group of faculty 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 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 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 The parties agree to make good faith efforts to exchange information in order to expedite the process.
- 7.3.10 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. Any adjustment made shall be consistent with the provisions of this Agreement.
- 7.3.11 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 submit the grievance on behalf of the affected employees at Level 2 of this procedure. The parties may submit this grievance at Level 1 if the affected employees have the same supervisor.
- 7.3.12 All documents related to a grievance shall be maintained in a separate grievance file. This provision does not include disciplinary actions and/or documents that are the subject of a grievance.
- 7.3.13 Unless otherwise agreed to by the parties, grievances shall be processed at times other than during scheduled workload 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 of any confidentiality right the grievant may have which is related to the grievance.
- 7.3.17 The parties to a grievance may mutually agree to toll the procedure's time limits in accordance with sub-paragraph 5 herein and attempt to mediate the dispute. If the parties agree to mediate the grievance, the Institute and the Federation shall ask the Federal Mediation and Conciliation Service (FMCS) to assign a mediator. If the FMCS cannot assign a mediator in a timely manner, the parties may jointly choose another mediator. If either party wishes to terminate the mediation process and reinstate the time limits of the grievance procedure, the initiating party will notify the other party in writing of the intent to return the grievance to the procedure.

#### 7.4 LEVEL 1:

- 7.4.1 A grievant shall first discuss the grievance with the Department Dean with the objective of resolving the issue informally. The grievant may be accompanied and represented by the grievant's Federation representative in accordance with section 7.3.8 herein.

#### 7.5 LEVEL 2:

- 7.5.1 If the grievant is not satisfied with the results of the Level 1 informal discussion, the grievant or the Federation may submit the grievance in writing to the Vice-President for Instruction. 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 brief description of the facts which led the grievant to believe there has been a violation of the Agreement and the relief requested.
- 7.5.2 No later than ten (10) days following receipt of the grievant's written grievance, the Vice-President for Instruction shall submit a written response to the grievance. The response shall be submitted to the grievant and the Federation.
- 7.5.3 If the parties agree the Vice-President for Instruction does not have the authority to resolve the grievance, the grievant or the Federation may initiate the grievance with the Human Resources Director at Level 3. The informal discussion, written grievance and time limit requirements set forth under Levels 1 and 2 above shall be followed if this alternative is used.



## 7.6 LEVEL 3

- 7.6.1 If the grievant is not satisfied with the Vice-President's written disposition, the grievant or the Federation may appeal the grievance in writing to the Human Resources Director or the Human Resources Director's designee no later than ten (10) days after the grievant received the Vice-President's response.
- 7.6.2 No later than ten (10) days following receipt of the grievant's appeal, the Human Resources Director or the Human Resources Director's 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.
- 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 the adjustment panel or arbitration no later than ten (10) days following receipt of the Level 3 disposition by the grievant.
  - 7.7.1.1 The Appeal by the Federation to an adjustment panel shall be contingent upon acceptance by the Institute and the Federation of the panel's composition and the agreement of the parties to utilize the adjustment panel procedure. If either party opposes the use of the panel or its composition, the opposing party will notify the opposite party of its opposition no later than ten (10) days after the appeal was received by the Institute. The Federation may appeal the grievance to arbitration provided the appeal is submitted to the Institute no later than ten (10) days after the notification that the adjustment panel would not be utilized was received.
  - 7.7.1.2 The Institute and the Federation shall each appoint two (2) persons to serve on the adjustment panel no later than ten (10) days following the appeal set forth in section 7.7.1 above.
  - 7.7.1.3 The adjustment panel shall conduct the hearing as soon as possible following selection of the adjustment panel's composition.
  - 7.7.1.4 Issues related to arbitrability of a grievance shall be decided by the adjustment panel.
  - 7.7.1.5 The adjustment panel's decision shall be submitted to the Institute and the Federation no later than thirty (30) days after the conclusion of the hearing.

- 7.7.1.6 The adjustment panel shall not have the authority to expand or add to the rights employees or the Federation have under the terms of this Agreement.
- 7.7.1.7 The adjustment panel'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).
- 7.7.1.8 The parties shall assume the fees and costs assumed by the adjustment panel members they appoint. Other costs related to the hearing shall be shared equally by the parties.
- 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. 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. A coin flip shall determine which party will strike first.
- 7.7.4 The arbitrator shall conduct the hearing as soon as possible following the selection of the arbitrator.
- 7.7.5 Issues related to the arbitrability of a grievance shall be decided by the arbitrator.
- 7.7.6 The arbitrator's decision shall be submitted to the Institute and the Federation no later than thirty (30) days after the conclusion of the hearing.
- 7.7.7 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.
- 7.7.8 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).
- 7.7.9 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.

## **ARTICLE 8: NON-DISCRIMINATION**

The parties to this Agreement (the Federation and the Institute) 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.

**ARTICLE 9: PARKING**

- 9.1 Faculty will be given the first opportunity to purchase parking permits for the Student Services Parking lot. Employees who currently purchase parking in lots other than Student Services will continue to be provided the first opportunity to purchase those parking privileges.
- 9.2 This language will not be interpreted to prohibit TVI from offering staff the opportunity to purchase parking permits for the Student Services parking lot simultaneously with faculty.

**ARTICLE 10: EMPLOYEE RIGHTS**

- 10.1 The Institute reserves the right to investigate allegations of employee misconduct and poor performance.
- 10.2 An employee maybe placed on administrative leave during an investigation involving the employee. Administrative leave shall be leave with pay.
- 10.3 During an employee investigation, no documentation related to the matter will be placed in the employee's official personnel file. The employee will be provided the opportunity to respond to charges prior to the imposition of disciplinary action.
- 10.4 An employee shall be reprimanded, suspended without pay or demoted only for just cause. A grievance filed by an employee who has not completed seven (7) terms of employment with the Institute as a full-time instructor, which alleges a violation of this provision, may be processed through Level 3 of the grievance procedure herein, but shall not be subject to the arbitration procedure contained in Section 7.7 herein. The Institute's action at Level 3 shall be final and binding on all parties.
- 10.5 During an employee's initial seven (7) terms of employment with the Institute as a full-time instructor, the employee 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.
- 10.6 Following completion of seven (7) terms of employment with the Institute as a full-time instructor, an employee may be reprimanded, 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 with written notice of termination as soon as possible but no later than ten (10) days prior to the effective date of termination. The notice shall include the reason(s) for the termination.
- 10.7 For the purposes of this Article, the following definitions shall apply:
  - 10.7.1 "Termination" shall mean any adverse employment action by the Institute which results in an involuntary severance of an employee's employment status with the Institute.

10.7.2 "Just Cause" shall mean a reason that is rationally related to an employee's competence or turpitude or the proper performance of his duties and that is not in violation of the employee's civil or constitutional rights.

10.8 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.

10.9 The parties recognize the desirability of limiting the duration of an employee's work schedule to a maximum of eight (8) hours per day consistent with the programmatic needs of the Institute. This provision shall not be interpreted to deny an employee's request for overload or to work longer hours when requested by the employee.

## 10.10 COPYRIGHTS

10.10.1 The Institute regards copyrightable material such as but not limited to a book, manual, musical or dramatic composition, architectural design, painting, sculpture or other comparable work developed by an employee as the property of the employee (author) unless:

The material is prepared under a grant or contract with specified ownership; or the material is prepared as a specific part of the employee's Institute assignment. An employee's general desire to produce occupational or scholarly works is not such a specific Institute assignment.

10.10.2 The Institute will claim copyright ownership in the name of the Governing Board of the Institute in those cases where:

An Institute employee creates a copyrightable work in the course of discharging an Institute assignment; or

The Institute specially orders or commissions a "work for hire", or

Institute ownership is specified by terms of a gift, grant or contract with an outside party or sponsored program, or other agreement.

10.10.3 In any case where an employee in the development of a copyrightable work intended for commercial dissemination has made extensive use of Institute resources, such as computer time, staff personnel, supplies, equipment or facilities, but not including the use of library facilities or office space, his/her supervisor or department dean may require the employee to reimburse the Institute for any portion of such use.

When a commercial enterprise is undertaken, the employee should consult his/her supervisor or department dean in advance to determine whether and to what extent reimbursement is appropriate. Reimbursement may be made by assignment of a portion of the royalties produced by the commercial venture, lump sum payment or any other mutually agreeable arrangement.

10.10.4 Any dispute as to the issue or extensive use of copyrighted material, or as to the amount or method of reimbursement for use of Institute resources in preparing copyrighted material, may be appealed from the supervisor to the department dean or from the department dean to the vice president for instruction.

10.10.5 The vice president for instruction is responsible for the interpretation and implementation of the copyright policy for the Institute. Decisions of the vice president may be appealed to the president.

10.11 PATENTS -- The Institute encourages efforts by employees that might result in the creation of intellectual property which may be protectable by patent. The Institute recognizes that such efforts can be of value both to the Institute and the employee. Because such efforts often involve a combination of employee/Institute resources, it is appropriate for the Institute and the affected employee to have a policy that is mutually beneficial.

- i. The Institute shall not claim rights to any invention resulting from efforts that are in no way supported by the Institute, or to which the Institute's contribution was negligible.
- ii. The Institute shall have the right, title and interest to an invention, including the sole right to file patent applications thereon and the right to waive all or part of such right, where:

the invention was conceived or first actually reduced to practice in the performance of work under an agreement with the Institute, or under an agreement of the Institute with any third party;

the invention was directly related to the employee's duties at the Institute; or

the invention was made with more than a negligible contribution of Institute funds, facilities, personnel, equipment or technical information.

10.11.3 Each invention shall be submitted to the vice president for administration for a determination as to ownership rights, according to the following procedure:

The inventor shall report the invention in writing as soon as possible after work on the project commences and preferably within two months after conception or first actual reduction to practice, whichever occurs first. The report shall include a description of the invention, a statement describing the facts and circumstances of the invention process, and a written statement of concurrence from the appropriate dean or director.

The vice president for administration shall make an official determination as to ownership rights within 60 days of receipt of the information in (10.11.3) above.

In the event the employee disagrees with the determination of the vice president for administration, the employee may within 20 working days of the date of the vice president's determination, appeal the determination to the president. The president may in his discretion appoint an ad hoc panel, which will review all relevant acts and circumstances and make recommendations to the president for final determination. The president will issue a determination of the employee's appeal within 60 days of receipt of the appeal.

10.11.4 It is within the sole discretion of the Institute to file an application for patent on any invention in which it has ownership interest. Likewise, it is within the sole discretion of the Institute to waive all or part of its right to any invention, including the filing of an application for patent. The terms and conditions of any waiver by the Institute, of any of its rights to an invention shall be a matter of negotiation between the Institute and the employee, and shall be determined on a case-by-case basis.

10.11.5 If the Institute determines to file a patent application in the United States or in foreign countries, the inventor shall at all times cooperate as requested by the Institute to assist in the preparation, filing and prosecution of patent application and the issuance and maintenance of any patents issuing. Costs relating to the patent application shall be borne by the Institute. Gross revenues received by the Institute - including option fees, license fees, royalties and commissions of any description - resulting from the exploitation of the invention, shall be shared 50% with the employee after deduction of all out-of-pocket costs incurred by the Institute, in the course of obtaining issuance and maintenance of the patent.

10.11.6 To the extent possible the employee and the Institute shall identify the employee's and the Institute's property rights prior to the implementation of a program.

10.12 An employee 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 provided the opportunity to be consulted and involved in the final disposition of the student's continued enrollment in the class.

10.13 The parties agree that all employees in the designated 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 exclusive representative for the representation of those rights.

## **ARTICLE 11: EMPLOYEE EVALUATIONS**

11.1 The primary purpose for employee evaluations shall be the improvement of performance.

11.2 Each employee shall have an annual written evaluation using an Institute approved format.

- 11.3 Student evaluations will continue to be an element of employee evaluations. The dean shall be responsible for assessing and determining the validity of student criticism.
- 11.4 If a supervisor identifies an employee behavior, which the supervisor determines to be in need of remediation, the observed behavior shall be submitted to the employee in writing. The supervisor shall provide the employee with a recommended solution to the problem and a reasonable time period for improvement to take place. This provision shall not be interpreted in a manner, which prevents the Institute from taking disciplinary action against an employee.
- 11.5 Prior to the completion of any written evaluation, the supervisor shall offer a conference with the employee to discuss the employee's evaluation.
- 11.6 The employee may submit a written response to any evaluation. The response shall be attached to the evaluation.
- 11.7 The evaluation and supervision of employees shall be used only for legitimate business purposes.

**ARTICLE 12:        REDUCTION-IN-FORCE (RIF)**

- 12.1 Because the Institute's staffing must be expanded and/or reduced for good faith reasons identified 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 or re-assign employees from full-time to part-time status.
- 12.2 If a RIF necessitating either the lay-off or reduction to part-time status of any employee is anticipated by the Institute, the Institute shall inform the Federation of the anticipated lay-off or reduction in writing no less than twenty (20) days prior to the implementation of the lay-off or reduction. The Federation shall be provided the opportunity to submit a written plan to the Institute setting forth a plan how the lay-off or reduction may be avoided 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 Institute shall not be prevented from proceeding with its anticipated lay-off or reduction. The Institute shall consider the Federation's plan before implementing the RIF or any other plan.
- 12.3 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) qualified if such positions are available.
- 12.4 Persons retained as full-time employees will be selected according to the skills needed to operate the programs involved, with seniority governing when two (2) or more employees are judged to have relatively equal skills and performance records. Equal skill shall be judged on occupational or discipline skills in the affected area and on teaching competencies. Performance will be judged on job evaluations.

12.5 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 leave balances.

12.6 A laid-off employee or an employee placed on part-time status shall be placed on a recall list for one (1) year. Employees shall be reinstated to positions for which they are qualified as determined by the departments in reverse order of lay-off or reduction.

### **ARTICLE 13: ACADEMIC FREEDOM**

The parties recognize that each employee, subject to parameters established by state and federal law and Institute approved curriculum, shall have the prerogative, right and responsibility to:

13.1 provide a dispassionate, honest presentation appropriate to the students assigned to the employee of all topics determined by the employee to be related to the Institute approved curriculum course content;

13.2 assess the performance of students and

13.3 prepare curriculum and course content and choose textbooks for use by the employee's students.

### **ARTICLE 14: DRUG/ALCOHOL TESTING**

14.1 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.

14.2 The Institute may administer an alcohol and/or drug test of an employee when the Institute has probable cause to believe the employee is under the influence of a controlled substance and/or alcohol. For the purposes of this section, "probable cause" 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.

14.3 Only employees required by federal or state law or regulation to be subjected to random drug and/or alcohol tests will be required to comply with these tests.



- 14.4 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 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 a basis for disciplinary action.
- 14.5 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 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.

#### **ARTICLE 15: EQUIPMENT, SUPPLIES, AND OFFICE SPACE**

The parties recognize the importance of providing equipment, supplies and office space to employees in order to achieve the instructional objectives of the Institute. Employee office space is recognized as a problem, which needs to be addressed. Reasonable effort short of the expenditure of additional funds by the Institute shall be made to address this matter.

#### **ARTICLE 16: VACANCIES AND PROMOTIONS**

- 16.1 Vacancies for employee positions shall be posted in conspicuous places on all campuses for at least five (5) days prior to the final date for the submission of position applications and/or letters of intent.
- 16.1.1 Each vacancy notice shall contain at least the name of the position, the major responsibilities of the position, applicant qualifications needed for the position and the department and campus where the position will normally be located.
- 16.1.2 Each vacancy will be filled with the most competent applicant. If all other applicant qualifications are equal, the employee with the greatest seniority shall be given preference for the position. Non-selection for a position shall be grievable only if the employee is alleging a violation of Article 8 of this Agreement.
- 16.2 If the Federation or an employee has concerns related to new program offerings, which will establish a new full or part-time position, the Federation or employee may meet with the department dean to discuss staffing options.

#### **ARTICLE 17: RESPONSIBILITIES**

The parties recognize employees as professionals. Employees shall continue to be allowed the opportunity for collaborative involvement with their department deans in the development and implementation of operations, functions and work pertaining to employee assignments.

**ARTICLE 18: MAINTAINING MINIMUM QUALIFICATIONS**

- 18.1 The parties recognize there are certain licenses and/or certifications required to be qualified to perform the duties of their job description. The employee shall be responsible for the maintenance of these qualifications. If the employee is required to return to the private sector in order to maintain one or more of these qualifications, the Institute shall continue to assist the employee with the requirement on a case by case basis. This provision shall not be interpreted to require any minimum or maximum level of commitment.
- 18.2 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 lost.

**ARTICLE 19: JOB DESCRIPTIONS**

- 19.1 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.
- 19.2 During the life of this Agreement the Employer may modify job descriptions on an as needed basis. The Union may acquire copies of the modified job descriptions from the Human Resources Department.

**ARTICLE 20: PRIVATIZATION**

- 20.1 The Institute has the right and responsibility to determine what work is to be performed and by whom it shall be performed.
- 20.2 If cost savings is the reason the Institute considers contracting out any program offerings normally performed by employees, 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. The term "program offerings" as used above shall not be interpreted to include the use of part-time employees.
- 20.3 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.
- 20.4 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 21: HEALTH AND SAFETY**

21.1 The Institute shall continue to provide healthy and safe working conditions for all employees.

21.2 The Institute shall continue to comply with all health and safety laws, rules and regulations promulgated by appropriate regulatory agencies.

**ARTICLE 22: SENIORITY**

22.1 Seniority shall be defined as the length of continuous employment with the Institute dating from the employee's most recent date of hire.

22.2 Seniority shall be broken under the following circumstances:

22.2.1 if the employee quits;

22.2.2 if the employee is involuntarily terminated;

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

22.2.4 if an employee is absent from work for three (3) consecutive working days without advising the Institute and receiving approved leave;

22.2.5 if the employee overstays leave of absence;

22.2.6 if the employee intentionally gives a false reason for a leave of absence; 22.2.7 if the employee is retired from Institute service; or

22.2.8 if the employee intentionally falsifies any information on the employee's employment application.

**ARTICLE 23: PERSONNEL FILES**

23.1 The Institute shall maintain an official personnel file for each employee. The file will be maintained in the Human Resources Department. \

23.2 An employee shall be permitted to review material contained in the employee's official personnel file. The Institute shall provide the employee access to the employee's official personnel file upon reasonable advance notice but no later than twenty-four (24) hours after the employee or the employee's representative has made the request for access. The employee shall be required to show proper identification. A designated representative of the Human Resources Department shall be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.

- 23.3 No anonymous, unsigned or unsubstantiated student-authored information will be placed in any employee's official file.
- 23.4 The employee has the right to be accompanied by a Federation representative while examining the employee's official file.
- 23.5 An employee may designate a Federation representative to have access to the employee's official file provided the designation is done in writing.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 The department and each supervisor may maintain a separate working file for each employee. Information contained in the working file concerning performance shall not be used as a sole basis for disciplinary action, unless the employee is apprised of the information and provided an opportunity to respond and challenge the information.

#### **ARTICLE 24: FEDERATION RIGHTS**

- 24.1 The following rights shall be granted exclusively to the Federation, and shall not be granted to any other labor organization.
- 24.2 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 the 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 provided the employee submits a written notice to the payroll office and the Federation at least 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.

- 24.3 The Federation shall be permitted to use employee mailboxes and E-mail at Institute worksites for the dissemination of information. The parties shall avoid the use of inflammatory or insulting language in any of their communications and use language that promotes a positive and productive relationship between the parties. Federation communications regarding political activity shall not be disseminated using TVI equipment or property.
- 24.4 The Federation may use meeting areas in Institute buildings at no cost to the Federation provided advanced scheduling has been made with the Institute and provided such meetings do not conflict with scheduled events or the Institute's facilities policy.
- 24.5 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 meeting.
- 24.6 The Federation may be granted two (2) paid leave days and two (2) unpaid days each year of the contract during which Federation representatives may conduct Federation business. These days shall be scheduled in a manner that does not unreasonably disrupt the educational program(s).
- 24.7 The Federation shall be provided bulletin board space in each department.
- 24.8 Federation officials and/or representatives who are not Institute employees shall have the right to visit worksites for the purpose of conducting representational business provided they do not interfere with any employee's work schedule.
- 24.9 Upon request, the Institute shall provide the Federation with budget and salary information, which is considered public information.
- 24.10 Upon request, the Institute shall provide the Federation a listing of all unit members arranged according to hire date. The listing shall also include the member's work location.
- 24.11 The Federation worksite representatives are recognized as Federation leaders in their respective worksites. This recognition carries with it the right of the representatives to carry out their Federation responsibilities provided these responsibilities do not interfere with the representative's or the employees' workload schedules.
- 24.11.1 Worksite representatives may distribute Federation materials and conduct Federation business provided this activity does not interfere with the representative's workload schedule. Materials distributed shall be in compliance with the provisions identified above in 24.3.
- 24.11.2 The worksite representative shall have the right to bring to the attention of the worksite supervisor all matters pertaining to the rights of the Federation and other concerns of the employees provided these activities do not interfere with the representative's work schedule.

**ARTICLE 25: FACULTY-MANAGEMENT COMMITTEE**

- 25.1 A Faculty-Management Committee (FMC) is established. The FMC's purpose shall be the discussion of employee concerns and issues which relate to employee professional needs and matters which relate to employee terms and conditions of employment. The FMC 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 FMC may establish rules and procedures provided they do not conflict with any provision of this Agreement, establish sub-committees to study issues which will be reported back to the FMC and submit written findings and recommendations to the Institute and Federation negotiating teams. During the 1996-97 work year, the FMC shall include faculty office space and technology/distance learning issues on its agenda.
- 25.2 The parties agree to discuss applications of this Agreement in the FMC in order to attempt to reach mutually agreeable interpretations.

**ARTICLE 26: MANAGEMENT RIGHTS**

- 26.1 Unless limited by specific provisions of this Agreement, a statutory provision or the Institute's Collective Bargaining Policy, the Institute reserves the right to:
- 26.1.1 Determine the mission of the Institute and its division(s) and departments.
  - 26.1.2 Set standards.
  - 26.1.3 Exercise control and discretion over the Institute's organization and its operations.
  - 26.1.3 Direct employees of the Institute.
  - 26.1.5 Hire, promote, assign, transfer, and retain employees in positions within the Institute and suspend, demote, discharge or take disciplinary action against employees of the Institute.
  - 26.1.6 Maintain the efficiency of the operations entrusted to the administration of the Institute.
  - 26.1.7 Relieve employees from duties because of lack of work or lack of funding.
  - 26.1.8 Determine the methods, means and personnel by which such Institute operations are to be conducted.
  - 26.1.9 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 interest of the Institute, the students, instructors and staff.

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

## **ARTICLE 27: LEAVES**

### 27.1 General Provisions

- 27.1.1 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).
- 27.1.2 Time spent by an employee on any approved leave shall be counted for seniority purposes.
- 27.1.3 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.
- 27.1.4 Chargeable leave shall not be made for time involved in an Institute closing or abbreviated schedules.
- 27.1.5 Once an employee is on an approved leave, the leave may be converted to another type of leave if the conversion request is approved by the President or the President's designee.
- 27.1.6 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 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.
- 27.1.7 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.
- 27.1.8 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 based on reasonable criteria.

27.1.9 Unless otherwise stated in this Agreement, 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 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, which was assigned to the employee prior to the leave.

27.1.10 Bereavement Leave: A maximum of three (3) days leave with pay shall be granted an 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. Bereavement leave is not cumulative and shall not be deducted from accumulated paid leave.

### 27.3 Sick Leave:

27.3.1 Sick leave with pay may be used by an employee for personal illness in the immediate family subject to the limits set forth herein, injury or quarantines.

27.3.2 An employee shall accrue three (3) hours of paid sick leave per pay period to a maximum of 1362 hours or 227 days.

27.3.3 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. For illness extending beyond three (3) days in succession, see section five (5) of this article.

27.3.4 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 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.

27.3.5 An employee who is absent because of personal or family illness may be asked by the employee's supervisor to submit a physician's statement attesting to the illness.

27.3.6 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.

27.3.7 Abuse of sick leave is sufficient reason for termination of employment or other disciplinary action.

### 27.4 Medical Leave:

27.4.1 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.



- 27.4.2 A medical certification attesting to the employee's health condition shall be required.
- 27.4.3 An employee on Medical Leave shall report to the employee's dean or dean's designee every 3D-calendar day.
- 27.4.4 If the employee participates in Institute insurance plans, the Institute will pay the employer's share of insurance premiums for up to 12 weeks.
- 27.4.5 The employee shall have all rights provided under the Family and Medical Leave Act.
- 27.4.6 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.

## 27.5 Family Leave

- 27.5.1 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.
- 27.5.2 An employee may 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.
- 27.5.3 The 12-month period referenced in 5.1 above shall commence on the date the Family Leave commences.
- 27.5.4 An employee shall be entitled to all rights set forth in the Family and Medical Leave Act.
- 27.5.5 If an employee participates in Institute insurance plans, the Institute shall pay the employer share of the insurance premiums for up to 12 weeks.
- 27.5.6 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.

## 27.6 Personal Leave:

- 27.6.1 Each employee shall be granted five (5) days, or 30 hours, of personal leave with pay for each academic year. Personal leave shall accrue at the rate of .1923 days per pay period.

- 27.6.2 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.
- 27.6.3 Except in the case of an emergency, personal leave requires advance approval by the dean or dean's designee.
- 27.6.4 Not more than five (5) days of personal leave may be taken in succession.
- 27.6.5 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.
- 27.6.6 Use of personal leave is discouraged during staff development days and during the first five (5) or last five (5) instructional days of a term.
- 27.7 Professional Leave: Professional leave with pay shall be granted for participation in Institute-related professional activities upon the approval of the vice-president for instruction or designee. Employees and the dean in each department shall attempt to collegially determine the activities recommended to the vice-president. If the employees and the dean cannot reach agreement on the recommended activities, the dean shall make the final recommendations.
- 27.8 Professional Development/Career Advancement Leave:
- 27.8.1 The parties recognize professional development/career advancement leave as an important method for updating employees who have been away from industry for a prolonged period of time. The parties further recognize the importance of establishing procedures for encouraging employees to return to industry from time to time. For the purposes of this leave, "industry" shall mean a private business or industrial organization, a government or public agency or an academic setting regularly employing five (5) or more persons.
- 27.8.2 Professional development/career advancement leave may be made available to employees each academic year. This leave shall not exceed one (1) academic year in length.
- 27.8.3 While on professional development/career advancement leave, an employee shall be paid up to one-half (1/2) of the employee's daily rate of pay for which the employee would have been qualified as an employee. The pay shall be subject to the following conditions:
- 27.8.3.1 The employee must be employed in a position commensurate with and appropriate to the duties assigned to the employee at the Institute.

27.8.3.2 The pay from the industrial employment shall not equal the employee's Institute daily rate of pay, and the employee is not paid below the prevailing rate of pay for the employment.

27.8.3.3 The leave and employment is full-time.

27.8.4 Only an employee who has completed at least three (3) continuous years of service with the Institute will be considered for professional development/career advancement leave.

27.8.5 As a condition for approval of this leave, the employee shall agree to return to Institute employment for at least two (2) terms for each term on leave or repay to the Institute the salary received from the Institute during their period of leave.

27.8.6 The Institute shall continue to pay its share of premiums for insurance plans in which the employee is enrolled when the leave is approved. If the employee does not satisfy the conditions set forth in 26.8.5 above, the employee shall be liable for all premium payments made by the Institute on behalf of the employee while the employee was on the leave.

27.8.7 An employee on this leave may continue participating in the Educational Retirement System by making the appropriate contributions as established by the Institute and the Educational Retirement Board.

27.8.8 An employee on this leave shall continue to accrue paid leave in the same manner as the employee accrued the paid leave while the employee was working full-time at the Institute.

## 27.9 Court Leave

27.9.1 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 which 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.

27.9.2 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.

27.9.3 This leave may not be used by an employee pursuing a claim or called to testify against the Institute.

27.10 Military Leave. An employee shall be granted up to 15 days or paid military leave per year if the employee is required to report for service with any branch of the United States Armed Forces, including the National Guard or Reserves. If the military pay is less than an employee's salary during the leave period, the Institute will pay the difference.

## 27.11 Leave Without Pay.

27.11.1 An employee may be granted an unpaid leave of absence outside the Family Medical and Leave Act when the leave can be granted without having a detrimental effect on the Institute.

27.11.2 Upon return from the leave, the employee may be reassigned to an equivalent position within the bargaining unit if the position which the employee vacated to take the leave must be filled during the employee's absence and is not vacant at the conclusion of the leave.

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

27.11.4 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.

27.11.5 An employee with three (3) years or more service with the Institute who takes his 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.

## 27.12 Substitute Procedures.

27.12.1 An employee who plans to be absent shall obtain the appropriate approved leave and make plans for the coverage of missed classes. The practice of "collegial coverage" (i.e., the voluntary coverage by an employee of another employee's class) during an employee's absence may be used if approved by the employee's dean or dean's designee provided the employee acquires approved leave. An employee may utilize "flex time" for the rescheduling of office and/or preparation time as a result of an absence provided the scheduling is programmatically sound, the time is rescheduled during the subsequent six (6) day period and approved by the employee's dean or dean's designee. Flextime does not require the use of accrued leave.

27.12.2 When an employee's absence is caused by illness or another emergency, the employee shall notify the department office, the dean or the dean's designee as soon as possible. If the office is closed and the dean or the dean's designee cannot be located, the employee shall contact the control center and leave the required information.

## 27.13 Absence Without Leave.

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

27.13.2 The requirement set forth in 26.13.1 above shall only be waived when the employee is 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 28: INSURANCES**

- 28.1 The Institute shall continue to offer group health, disability, dental, vision and life insurance options to employees.
- 28.2 The Institute's premium contribution for the group health, disability, dental and vision plans shall continue to be the maximum required by law. The Institute shall continue to pay 100% of the basic life insurance plan.
- 28.3 Employees shall continue to be permitted to participate in tax-deferred annuity and cafeteria plans on a voluntary basis in accordance with Institute procedure.
- 28.4 Employees who participate in voluntary life insurance shall pay 100% of the premium.

**ARTICLE 29: NO STRIKE**

- 29.1 No employee or labor organization shall engage in a strike. No employee labor organization shall cause, instigate, encourage or support a strike. The employer shall not cause, instigate, or engage in any employee lockout.
- 29.2 In addition to any remedy either of them may have under the terms of this policy, the employer may apply to the appropriate New Mexico District Court for injunctive relief to end a strike and an exclusive representative of public employees affected by a lockout may apply for injunctive relief to end a lockout.
- 29.3 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 bargaining unit by the board, and shall be barred from serving as the exclusive representative of any bargaining unit of employees of the employer for a period of one year.

**ARTICLE 30: 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 is eligible to retire under the Educational Retirement Act shall be entitled to receive payment for accrued sick leave in accordance with the following formula:

- 30.1 Each employee who has accrued between 150 and 227 sick leave days shall be eligible for one (1) day's pay for each two (2) days of sick leave in excess of 150.

- 30.2 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.

### **ARTICLE 31: EDUCATIONAL BENEFITS**

- 31.1 The Institute shall continue to offer educational benefits to employees to support and encourage professional development and career advancement for employees.
- 31.2 Release time, tuition and fee waivers and travel reimbursements shall be granted to employees in accordance with the Institute's Professional Development Plan in existence on September 1, 1996.

### **ARTICLE 32: WORKLOAD**

- 32.1 It is recognized that employees are professional employees who will continue to devote a sufficient amount of time to their duties to ensure that there is excellence in instruction. It is further recognized by the parties that many employees devote hours of service to the Institute and students beyond the minimum set forth herein. Employees who are assigned to a full-time position as defined herein shall render service to the Institute for a minimum of 30 hours per week or prorated amount for reduced workload. The total minimum of 30 hours per week shall consist of class contact hours, office hours and other duties as defined below. The total minimum of 30 hours will occur on the campuses of the Institute or other approved sites.
- 32.2 Contact hours are defined to mean those teaching hours scheduled with students in a classroom, lab or clinical setting. The required contact hours by discipline/program are specified in the Workload Appendix.
- 32.3 Office hours are defined as scheduled time spent on campus in increments of at least one-half (1/2) hour during which an employee is available to meet with or communicate with students. An employee whose regular contact hours exceed 20 hours shall be allowed to reduce the employee's office hours by one (1) hour for each additional hour over 20 hours.
- 32.4 Other duty hours are defined as time for additional student consultation as needed, preparation, evaluation of student performance, curriculum development, sponsorship of student groups, Institute and/or department committee work, faculty or departmental meetings, in-service training, professional development and any other professional duties other than contact hours. The employee and employee's dean will collaborate on the appropriate identification and combination of duties. If the employee and the dean cannot reach an agreement on the duties, the dean shall make the determination. Class contact hours and other duty hours may include assignment off-campus, which must be in writing and approved in accordance with the provisions herein. Release time and other duty hours shall be determined and approved by the appropriate dean.

- 32.5 A full-time faculty member ( employee) shall be defined as an employee who is selected into an approved full-time faculty position. When it is in the best interest of an instructional program, the appropriate dean may grant an employee's request to teach less than the regular class contact hour load as listed in the Workload Appendix. Those who fall below the regular class contact hour load during fall and spring terms and have not been given other assigned duties or release time shall be paid on a pro rata basis. The Institute will make reasonable efforts to honor employee requests that do not interfere with instructional requirements.
- 32.6 An overload shall be defined as a workload in excess of the Discipline/Program regular workload set forth in the Workload Appendix when the excess is generated by the assignment of an additional course. The employee shall be paid the overload rate for each hour of the course. All overloads shall be in addition and must occur outside the base workload minimum of 30 hours per week. All overloads must be approved by the dean or the dean's designee. Overloads shall be paid at the prevailing part-time rate in existence on September 1, 1996. If, for any reason, the Institute determines that the employee's subsequent assignments within this academic year are such that the course should not have been considered an overload, the Institute shall adjust the employee's pay to the appropriate level. An employee may request a workload in a given term in excess of the Workload Appendix by a full course in that term in order to reduce the employees workload in the summer term by a full course. There shall be no reduction in pay so long as the employee's annual workload is equal to the appropriate amount set forth under the Workload Appendix times three (3). The request must be made by August 1<sup>st</sup> of each year (October 15, 1999 for the first year of the contract). Such employees shall receive first consideration in offset assignment. Employees requesting overloads shall be given consideration prior to part-time faculty.
- 32.7 An employee who teaches three (3) physical science theory courses per year will be allowed a weekly contact load of 15.
- 32.8 Each employee shall submit to the employee's dean at the beginning of the term a schedule of the employee's activities totaling 30 hours per week for the term. The hours must be scheduled between Monday and Saturday. The schedule will be developed by the employee and the dean in accordance with section one (1) through four (4) of this article. Any changes to the schedule must be approved in advance by the dean or dean's designee.
- 32.9 The parties recognize that employee productivity and public accountability require periodic auditing and appropriate management practices which will be implemented during the term of this Agreement. This article will be implemented in accordance with the parties' recognition that the employee's need for reasonable professional autonomy will be balanced against the Institute's need for reasonable accountability and employee productivity. Violations of this section shall be considered a rules infraction and addressed in accordance with established procedure.
- 32.10 Sick leave and personal leave accruals shall be prorated for those employees whose workload is reduced.

**ARTICLE 33:           COMPENSATION**

33.1    Effective September 1, 1999 the annual base rate of pay for all full-time faculty will be increased by \$2900.00

33.1.1   All salary calculations are based upon a three-term salary. Reductions from the three-term workload for the summer term are in accordance with the provisions of the replacement cost schedule (Appendix A). Reductions during other terms are prorated from the three-term salary. Employees who are hired during any year will have their salary prorated in accordance with these provisions.

33.1.2   On May 15, 2000 the parties will meet and calculate the average annual three term salary of all full-time faculty employed by the Institute at that time. This calculation will not include any unfilled vacancies. Seven (7) % of the average will be calculated in a fixed dollar amount. That fixed dollar amount will be the three term annual raise for each employee for the period of September 1, 2000 through August 31, 2001.

33.1.3   On May 15,2001 the parties will meet and calculate the average annual three term salary of all full-time faculty employed by the Institute at that time. This calculation will not include any unfilled vacancies. Seven (7)% of the average will be calculated in a fixed dollar amount. That fixed dollar amount will be the three term annual raise for each employee for the period of September 1, 2001 through August 31, 2002.

33.1.4   The salary increase for the period of September 1, 2000 through August 31, 2001 will be distributed in the following manner.

33.1.4.1   On June 1,2000 each full-time faculty member will receive a payment of\$1068.00 (starting September 1,2001 this amount will be part of the employee's base pay). This amount is part of the 7% average pay increase calculated by the parties on May 15, 2000 as referenced above. The remaining portion of the average 7% will be distributed in equal amounts in employee pay checks through the September 1, 2000 through August 31, 2001 period.

33.1.4.2   Effective September 1, 2001 the average 7% increase calculated by the parties on May 15, 2001 will be added to 99-2000 base and the amounts granted on June 1, 2000 and beginning September 1, 2000 to ensure those amounts are increases to the employee's base rate of pay based upon 3 terms.

33.2    Summer term reductions for the summer of 2001 will be calculated from the base pay for the 99-2000 period, plus the amount granted on September 1, 2000.

33.3    The intent of this settlement is to provide a raise to base pay each year of 7% of the average rate of pay for full-time faculty distributed in a fixed dollar amount for each employee regardless of the individual salary:

1st year	annual salary \$38,000 + \$2,900 = \$40,900
	annual salary \$58,000 + \$2,900 = \$60,900



2 <sup>nd</sup> year	<p>annual salary <math>\\$40,900 + \\$1,068 + \\$2004 = \\$43,972</math>          (this is an estimate of 7% of average of three term faculty salary)          annual salary <math>\\$60,900 + \\$1068 + \\$2004 = \\$63,972</math>          (estimate)</p>
3 <sup>rd</sup> year	<p>annual salary <math>\\$43,972 + \\$3,150 = \\$47,122</math>          (estimate of 7% of average)          annual salary <math>\\$63,972 + \\$3,150 = \\$67,122</math>          (estimate of 7% of average)</p>

33.4 Increases in the third year of this Agreement are contingent upon a minimum legislative appropriation to the higher education formula sufficient to provide a 3.5% increase in pay for full-time salary. An amount less than 3.5% shall result in a reduction in the full-time faculty third year salary increase in the same proportion as the appropriation compares to 3.5%. Any disagreement over whether 3.5% was provided by the legislature shall be resolved by the Director of the Commission on Higher Education. The minimum increase to be granted in the third year shall be an average of 4%.

33.5 Philosophical Agreement of the Parties

33.5.1 The parties agree that by accepting this three year Agreement, the issue of TVI being a three term versus a two term institution is now resolved. Because this Agreement affords employees the opportunity each year to make that choice on an individual basis without compromising the programmatic needs of the Institute the issue of two versus three terms is hereby resolved. This language in no way prohibits the Federation from advocating or proposing pay increases for employees in negotiations for successor agreements.

33.6 In order to maximize the opportunity for instructors to reduce their summer workload, the following conditions shall apply.

33.6.1 Rather than continue the current method of docking an instructor's pay on a prorated amount for each course the instructor is allowed to not teach during the summer term, the instructor's rate of pay will be reduced by a fixed replacement cost amount for each hour reduced that is part of a full course. Workloads can only be reduced by a full course under this provision except hourly reduction is available in Health Occupations. The total amount of course reduction using this method cannot exceed the complete full-time summer term workload.

33.6.2 The replacement cost per contact hour is based on the attached summer term replacement cost schedule.

33.6.3 For an instructor to be eligible for a full reduction for the summer term the instructor must make a request to their dean by August 1st in a given year (October 15, 1999 for the first year of the contract) of the year preceding the summer in which they wish to reduce their workload. Reduction of less than a full summer term should be requested as soon as known to the instructor and may be approved at the discretion of the dean.

- 33.6.4 The dean shall make reasonable efforts to accommodate the request of the instructor for a reduced summer workload received by August 1st, in a given year (October 15, 1999 for the first year of the contract) and shall not deny such request without a verifiable operational reason for doing so, such as, but not limited to, no suitable part-time replacement instructor. Once an individual has committed to a summer workload reduction in a given academic year, subsequent requests during that academic year for additional summer course(s) will be granted at the discretion of the dean.
- 33.6.5 When courses cannot be filled with suitable part-time instructors to the satisfaction of the dean, such courses shall be offered to suitable full-time instructors on a voluntary basis. The dean shall assign courses from the available volunteers. When there is an insufficient number of full-time volunteers, or the dean determines that the volunteers are not suitable to teach the course, the course shall be assigned by the dean to the full-time instructor the dean believes most suitable to teach the course. The dean's judgement on suitability is final and not subject to challenge except in the case of a verifiable operational reason when the employee has submitted a request for summer course reduction by the deadline in # 33.6.4 above.
- 33.6.6 Sick and personal leave accruals shall be reduced on a prorated basis according to time worked when an instructor reduces his/her workload. No " " leave is earned for working an overload.
- 33.6.7 When an instructor does not work some or all of the summer term, TVI will continue to pay the employer's portion of the insurance premium.
- 33.6.8 With dean approval an employee who receives a grant may choose to be compensated for the grant by course release or overload pay at the September 1, 1996 prevailing part-time rate.
- 33.7 There shall be no other pay increases during the term of this Agreement other than those contained herein.
- 33.8 Paychecks: During the 1999-2000 work year each employee will receive the employee's annual salary in 26 bi-weekly installments during the academic year. In the 2000-2001 work year, each employee will receive the employee's annual salary in 27 bi-weekly installments during the academic year.

#### **ARTICLE 34: COMPLETE AGREEMENT**

The parties agree this Agreement 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.

**ARTICLE 35:           AGREEMENT COPIES**

A copy of this Agreement shall be printed for each employee. The Institute and the Federation shall share equally the cost of the printing.

**ARTICLE 36:           DURATION**

This Agreement shall commence on September 1, 1999 and terminate on August 31, 2002.

## **WORKLOAD APPENDIX**

During the term of this Agreement TVI management will review the regular workloads of faculty. In the event TVI determines a reduction is appropriate the issue will be brought to the Faculty Management Committee for discussion prior to the implementation of any reduction.

**Workload Appendix**  
**Based Upon Work Week -15 Week Term - 3 Terms per Year**

<u>Departme</u>	<u>Discipline/Program</u>	Regular Class		Minimum Total On Campus
		<u>Contact Hours</u>	<u>Office Hours</u>	
A&S	Anthropology	15	5	30
A&S	Art	15	5	30
A&S	Astronomy	18	5	30
A&S	*See provision on Faculty Work load article Biology	18	5	30
A&S	*See provision on Faculty Work load article Chemistry	18	5	30
A&S	Communications	15	5	30
A&S	CSCI	16	5	30
A&S	Cultural Studies	15	5	30
A&S	Economics	15	5	30
A&S	English	15	5	30
A&S	French	15	5	30
A&S	Geography	15	5	30
A&S	General Honors	15	5	30
A&S	History	15	5	30
A&S	Humanities	15	5	30
A&S	Journalism	15	5	30
A&S	Math	15	5	30
A&S	Music	15	5	30
A&S	Nutrition	15	5	30
A&S	Philosophy	15	5	30
A&S	Physics	18	5	30
A&S	*See provision on Faculty Work load article Political Science	15	5	30
A&S	Psychology	15	5	30
A&S	Religion	15	5	30
A&S	Sociology	15	5	30
A&S	Spanish	15	5	30
A&S	Theatre	15	5	30
A&S	Accounting	15	5	30
BOD	Administrative Assistant	15	5	30
BOD	Business Administration	15	5	30
BOD	Court Reporting	15	5	30
BOD	International Business Specialist	15	5	30
BOD	Legal Assistant Studies	15	5	30
BOD	Micro Computer Management Specialist	15	5	30
BOD	Pre Management	15	5	30

## Workload Appendix

### Based Upon Work Week -15 Week Term - 3 Terms per Year

<u>Department</u>	<u>Discipline/Program</u>	<u>Regular Class Contact Hours</u>	<u>Office Hours</u>	<u>Minimum Total On Campus Hours</u>
BOD	Sales	25	0	30
HO	Child Development	15	5	30
HO	Health Unit Clerk	24	1	30
HO	Nursing Assistant	18	5	30
HO	Practical Nursing	225/term	75/term	30
HO	Nursing	225/term	75/term	30
HO	Pharmacy Technician	15	5	30
HO	Phlebotomy	18	5	30
HO	Respiratory Care	18	5	30
HO	Respiratory Care	18	5	30
TECH	Architectural Eng. Drafting	25	0	30
TECH	Business Computer Program	25	0	30
TECH	Design Drafting	15	5	30
TECH	Electronics Engineering	15	5	30
TECH	Electronics Technology	25	0	30
TECH	Manufacturing Skills	25	0	30
TECH	Manufacturing Technology	25	0	30
Trades	Air Conditioning, Heating, Refrigeration	25	3	30
Trades	Automotive Technology	25	3	30
Trades	Baking	22	3	30
Trades	Carpentry	22	3	30
Trades	Commercial Printing	22	3	30
Trades	Construction Technology	22	3	30
Trades	Criminal Justice	15	5	30
Trades	Culinary Arts	22	3	30
Trades	Diesel Equipment	22	3	30
Trades	Electric Trades	15	5	30
Trades	Environmental Technology	15	5	30
Trades	Fire Science	15	5	30
Trades	Food Service Management	22	3	30
Trades	Machine Tool Trades	22	3	30
Trades	Plumbing	22	3	30
Trades	Quantity Foods	22	3	30
Trades	Truck Driving	22	3	30
DADE	Adult Education Courses	18	5	30
DADE	Developmental Studies Courses	18	5	30

Problem Courses/Independent Study Courses—

At least 5 students must be enrolled for the course in order for it to count towards student contact hours

## Appendix A

### Summer Replacement Cost Schedule

WEEKLY CLASS CONTACT HOURS		REPLACEMENT COST PER HOUR
15		659
16		618
17		582
18		549
19		521
20		494
21		471
22		449
23		430
24		412
25		395

**FACULTY GRIEVANCE FORM**

**Date** \_\_\_\_\_

**To:** \_\_\_\_\_

**Contract Provisions Alleged To Have Been Violated:**

---

---

---

---

**Nature of the Grievance:**

---

---

---

---

---

**Relief Sought:**

---

---

\_\_\_\_\_  
Grievant (please print)

\_\_\_\_\_  
Grievant's Signature

**Copies: Vice President for Instruction  
Human Resources Director  
NMFT-TVI**



**WITNESS**

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

TVI

NMFT-TV I

Ruth L. Connery, Board Chair

Donna S. Hurtado, NMFT-TV I Representative

Michael J. Glennon, President

INSTITUTE Negotiating Team

UNION Negotiating Team

Robert Brown, Chief Negotiator

Paul Broome, Chief Negotiator

1/5/00

## **MEMORANDUM OF UNDERSTANDING**

The Institute shall not require employees to account for the office hours and other duty hours through the use of the log introduced and required by the Institute in 1996 but eliminated in 1998. Before implementing a workload log that is universally applicable to employees, the Institute will discuss the document with the Federation.

Donna Hurtado, Union President

Michael Glennon, TVI President

1/5/00

**MEMORANDUM OF UNDERSTANDING**

**TVI Faculty Federation and TVI**

12-14-99

TVI and the TVI Faculty Federation hereby agree to the following amendment to the collective bargain agreement between the parties which expires August 31, 2002.

Article 33, Compensation shall be amended as follows.

In order for an employee to be eligible for a full summer off at the replacement cost rate rather than the prorated portion of the employee's annual three term salary, the employee must be teaching a full load the two terms immediately preceding the full summer taken off. Course release time is considered teaching time for the purpose of this provision.

An employee is not eligible for the summer replacement cost rate if he/she takes a leave of absence in the two terms immediately preceding the full summer taken off.

For the Federation: Donna S. Hurtado

For TVI: Robert S. Brown

12/14/99