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**IDnum** 214 **Language** English **Country** United States **State** NM

**Union** New Mexico Federation of Educational Employees

### Local

Occupations Represented
Teachers—postsecondary

**Bargaining Agency** Albuquerque Technical Vocational Institute

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** **EndYear** 2002

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**Notes**

**Contact**

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

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# **DRAFT**

## **TVI PartTime Faculty Contract**

### **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~~ Educational Employees - 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: DEFINITIONS**

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

- 2.1 AGREEMENT - This contract between the Governing Board and the Federation.
- 2.2 BARGAINING UNIT - shall mean the group of part-time faculty designated by the TVI Local Labor Relations Board to be represented for the purposes of collective bargaining under this Agreement.
- 2.3 INSTITUTE - shall mean the Albuquerque Technical Vocational Institute or TVI.
- 2.4 FEDERATION - shall mean the TVI Part-Time Faculty Federation, AFT, ~~NMFT~~ NMFE.
- 2.5 PART-TIME FACULTY MEMBER - shall mean an employee who is hired as a part-time faculty. A part-time faculty member can become a full-time faculty member only if he/she applies and is officially selected into a full-time position.
- 2.6 DAYS - shall mean Monday through Friday except for holidays which are observed by the Institute.
- 2.7 POLICY - the Board's Collective Bargaining Policy (Governing Board Resolution 1994-57).
- 2.8 WORKSITE REPRESENTATIVE - a Federation member who is designated by the Federation to represent the Federation.
- 2.9 PRESIDENT - the chief executive officer of TVI.

- 2.10 MANAGEMENT - means an employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, implementing, administering or effectuating management procedures or board policies. An employee shall not be deemed a management employee solely because the employee participates in cooperative decision making programs on an occasional basis. Management employees are not part of the part-time bargaining unit.

### **ARTICLE 3: RECOGNITION**

- 3.1.1 In accordance with the TVI Collective Bargaining Resolution, the Institute hereby recognizes the New Mexico Federation of Teachers Educational Employees as the exclusive representative of all employees covered by this Agreement. The employees covered by this Agreement are all part-time instructors. This does not include supervisory, management or confidential employees.
- 3.2 Part-time faculty bargaining unit members shall not be covered by the terms of this Agreement when teaching/training at the Workforce Training Center ~~when such courses are funded by a business, industry or other public or private agency, or when such teaching/training is funded by TVI for the purpose of staff development~~ or the employee is instructing in a seminar.

### **ARTICLE 4: VACANCIES**

- 4.1 Vacancies for employee positions shall be posted in conspicuous places on all campuses for at least ten (10) days prior to the final date from the submission of position applications and/or letters of intent unless an operational need dictates otherwise.
- 4.1.1 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.
- 4.1.2 Each vacancy will be filled with the applicant the Institute determines to be most competent. The Institute recognizes the positive contribution that faculty members make to the interview and selection process for faculty positions. During the term of this Agreement, the Departments will continue to use faculty to assist with the interview and selection process as they determine it to be in the best interests of the Institute. First consideration Preference will be given to current employees when qualifications and experience are equal in the judgment of management personnel who make the selection. Consideration will be given to internal applicants' work records.
- 4.1.3 Part time faculty who apply but are not chosen for a full-time position may request a meeting with the Dean, or Dean's designee, in order to discuss how to better prepare for consideration for a full-time position.
- 4.2 A part-time faculty member can become a full-time faculty member only if he/she applies and is officially selected into a full-time position.

- 4.3 The Institute retains the right to reassign employees based upon the needs of the Institute. This includes but is not limited to reassignment to different campuses as deemed necessary by the Institute.

#### **ARTICLE 5: FACULTY EVALUATIONS**

- 5.1 A purpose of evaluation is to enhance the quality of instruction and provide faculty with feedback.
- 5.2 After an instructor has attained veteran status ~~taught at least four (4) courses in a department over a period of three (3) consecutive terms~~ it shall be the goal of the Institute to provide the instructor with a performance evaluation on an Institute approved format. The evaluation may include student evaluation, management/supervisor observations and/or peer observations.
- 5.3 Student criticisms shall not be used as a basis for a negative evaluation unless management substantiates the accusation. No unsubstantiated anonymous or unsigned student authored information will be placed in an employee's official file unless it is part of the evaluation portfolio/instrument.
- 5.4 Before submitting the written formal evaluation to the part-time faculty member's file, supervisors shall provide the part-time faculty member with a copy of the written evaluation. Supervisors shall hold a conference with any part-time faculty member who wishes to discuss that evaluation.
- 5.5 Part-time faculty members may submit a written response to any formal evaluation that is placed in the employee's official personnel file. The response shall be attached to or be part of the evaluation.
- 5.6 Evaluations shall remain confidential and used by the Institute only for legitimate business purposes.

#### **ARTICLE 6: PERSONNEL FILES**

- 6.1 The Institute shall maintain an official personnel file for each employee. The file will be maintained in the Human Resources Department.
- 6.2 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.

- 6.3 No anonymous, unsigned or unsubstantiated student authored information will be placed in any employee's official file except for official department student evaluations.
- 6.4 The employee has the right to be accompanied by a Federation representative while examining the employee's official file.
- 6.5 An employee may designate a Federation representative to have access to the employee's official file provided the designation is done in writing.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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 7: MAINTAINING MINIMUM QUALIFICATIONS**

- 7.1 The parties recognize there are certain licenses and/or certifications required to be qualified to perform the duties of their job description. The part-time faculty member shall be responsible for the maintenance of these qualifications.
- 7.2 A part-time faculty member who fails to maintain a required license and/or certification for the member's position may be removed from the member's position and may be terminated.

**ARTICLE 8: DRUG/ALCOHOL TESTING**

- 8.1 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.

- 8.2 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 which 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.
- 8.3 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.
- 8.4 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 a basis for disciplinary action.
- 8.5 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 Resources Director.

**ARTICLE 9: ABSENCE WITHOUT NOTICE**

- 9.1 Employees who are to be absent from work are required to call their supervisors in accordance with the work place practices in effect or instructions from their supervisor. Failure to follow proper procedures may result in disciplinary action up to and including termination
- 9.2 Failure of an employee to notify the Institute of an absence for more than three (3) consecutive days will be considered job abandonment and treated as a voluntary resignation. Such resignation is irrevocable and shall not be subject to the grievance procedure.
- 9.3 All work place absences are subject to approval from the supervisor.

**ARTICLE 10: COURT LEAVE**

- 10.1 Leave with full pay may be granted an employee for court legal process including jury duty, response to subpoena or other legal process which requires an absence from duty for other than personal matters. Leave with pay will not be granted to an employee pursuing a claim or called to testify against TVI.

- 10.2 Employees who are required and who report for jury duty shall sign over to the Institute any check(s) received for the performance of such jury duty.
- 10.3 In order to be eligible to receive payment under this article, an employee must notify his/her supervisor on his/her first workday after receipt of a notice to report for jury duty and must furnish satisfactory evidence that jury duty was performed and the amount of compensation received for such service on the days for which payment is claimed.
- 10.4 If an employee is notified to do so by his/her supervisor when he/she is excused from jury service either temporarily or permanently, on any scheduled workday, the employee shall promptly report to complete any remaining hours of his/her scheduled workday.
- 10.5 With the prior approval of the Dean or designee, part time instructors may substitute field trips, or special projects that require alternative scheduling, for regularly scheduled class time.

#### **ARTICLE 11: EDUCATIONAL BENEFITS**

- 11.1 Part-time faculty shall continue to be eligible to apply for waiver of TVI tuition and registration for one TVI course per year. The instructor must be teaching during the term in which they receive this benefit.
- 11.2 In order to improve the professional development opportunities for part time faculty, instructors are eligible to be released from classroom responsibilities with full pay to participate in approved professional development activities. Such activity may include meetings, conferences or seminars.

#### **ARTICLE 12: INSURANCE**

- 12.1.1 Insurance shall be offered to all part-time instructors in accordance with TVI Employee Handbook except that eligibility shall be determined as follows effective January 1, 1999:

An instructor must have an assignment which results in eight (8) or more regular classes contact hours per week over the 15 week term or equivalent thereof for short courses and summer term.

#### **ARTICLE 13: COMPENSATION**

- 13.1 ~~As of 11-21-98, all~~ Part-time instructors shall be paid by the course, level of education, number of terms completed teaching at TVI as a part-time instructor at TVI since the summer of 1993 and effective dates of pay increases. Part-time instructor rates of pay per course are listed on the Course Compensation Schedule (CCS). Instructors who have completed fewer than six (6) terms at TVI shall be paid at the entry level rates.

Other instructors shall be paid by the course, level of education, number of terms completed teaching at TVI as a part-time instructor and effective dates of pay increases. ~~Effective 11-21-98 those part-time instructors who have completed teaching six (6) terms or more at TVI since summer 1993, shall be paid according to Step A (5.5% above entry level) of the CCS. Effective at the beginning of the Spring term of 2002 those part-time instructors who at the beginning of the Fall term of 2001 had completed teaching six (6) terms or more at TVI since Summer 1993 and are not at Step A rate of pay. No employees will move to Step B during the terms of this Agreement.~~

- 13.2 ~~Effective 4-29-2000, the pay per course for part-time instructors who have completed teaching six (6) terms but fewer than 11 terms at TVI is listed in Step A of the CCS. Instructors who have completed fewer than six (6) terms at TVI shall be paid the course rates at the entry level of the CCS. Part-time instructors who have completed teaching 11 or more terms at TVI shall be paid the course rates in Step B (4.5% above Step A) of the CCS. Instructors who have completed fewer than six (6) terms at TVI shall be paid the course rates at the entry level of the CCS.~~
- 13.3 Instructional projects that do not involve classroom time shall be paid at \$22.00 per hour. The number of hours will be determined by the Dean with the approval of the Vice President for Instruction Educational Services. Projects not approved by the Vice President for Instruction Educational Services in advance of their start date will not be compensated. If instructors are required to attend either a once-per-term full department meeting or an orientation, they shall be paid at \$22.00 per hour for a maximum of two hours per term. Other required or optional departmental activities are part of the regular workload.
- 13.4 Combined courses (multiple classes meeting at the same time with the same instructor in the same room) shall be considered one course. Team teaching shall be prorated per instructor based upon the total value of the course taught. No increases shall be given for courses ~~that~~ which have been completed prior to the effective date of the pay increase.
- 13.5 Instructors will receive the rate of pay per each course taught and will perform required duties on campus as determined by their Dean. This shall include all meetings, preparation and other professional duties as determined by the Dean.
- 13.6 Although faculty compensation is based upon course pay, the practice of docking for absences shall continue in accordance with past practice but at the following rates per hour: \$28.60 ~~\$27.50~~ for Bachelor's Degree, \$31.65 ~~\$30.00~~ for Master's Degree and \$34.62 ~~\$32.50~~ for Doctoral Degree.
- 13.7 Instructors will be paid in accordance with their education. An instructor who attains higher degree status will be paid at the higher rate only after verification of educational attainment to the satisfaction of TVI. Such verification must be submitted prior to July 1st of each year. The higher rate of pay will become effective at the beginning of the fall term after such verification is received.



- 13.8 Effective at the beginning of the Spring term of 2002 all courses on the course compensation schedule (except the grand-fathered courses mentioned below) shall be raised as follows: 4% for all BA rates, 5.5% for all MA rates and 6.5% for all Phd rates. There shall be no other pay increases during the term of this agreement and increases for instructors can only be granted on 11-21-98 and 4-29-2000.
- 13.9 The parties agree to a pay rate for each course as listed on the CCS. TVI shall determine the values of new or revised courses.
- 13.10 Effective with the beginning of the Spring term of 2002 all A&S courses in the course compensation schedule will be recalculated to reflect additional compensation for finals week. The amount of this compensation shall be the existing formula in which contact hours per week are multiplied by 15 weeks altered to multiplying by 15.5 weeks.
- 13.11 Under unusual circumstances in which the applicant pool is inadequate for the position(s) being filled, an instructor may be started at Step A or Step B rather than the entry rate. This action requires the approval of the Dean of the hiring department, The Vice President for Instruction and the Director of Human Resources. The Federation President will receive notice of such action.
- 13.12 Retroactive Pay Each instructor who completed his/her teaching assignment for the Fall 2001 term shall receive a lump sum payment equal to 4.66% of his/her gross compensation for the term. This % amount shall not include any additional compensation that may have been received for activity other than actual teaching.
- 13.13 Grand-father clause The parties agree that the courses listed in this section and the instructors teaching those courses will receive the pay increases listed in this Agreement. However, at the end of this Agreement the pay for these courses and for the instructors teaching them shall revert to the levels and conditions of the collective bargaining agreement between the parties that expired on September 29, 2001. This provision reflects that the increases in this Agreement are not base rate increases for these courses.

CHEM 212  
CSCI 101 AND 151  
FREN 101 AND 102  
MATH 119, 120, 150, 162, 163, AND 264  
MUS 103  
PHYS 151, 152, 160, 161, AND 262  
SPAN 101, 102, 111, 112 AND 275

AA 112  
ACCT 201 AND 202  
BA 150  
JUD 298 AND 299  
CDV 215

## **ARTICLE 14: NON-DISCRIMINATION**

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, United States military 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.

## **ARTICLE 15: SENIORITY**

- 15.1 Seniority for the purpose of this Agreement shall be defined as the number of terms taught as a part-time faculty member at TVI since June 1, 1993.
- 15.2 Veteran Status - In accordance with 15.5 below, veteran status shall be attained for all part-time faculty who have taught six (6) complete terms since June 1, 1993. Time spent substituting or engaged in presenting or instructing in a seminar shall not be counted toward seniority.
- 15.3 Loss of Veteran Status - a veteran part-time faculty member shall lose veteran status whenever he/she has not taught a course in three consecutive terms.
- 15.4 Part of term courses shall count toward the attainment of veteran's status as if a full term had been taught. Time spent substituting or engaged in presenting or instructing in a seminar shall not be counted toward seniority.
- 15.5 Instructors shall be calculated for veteran status at the commencement of this Agreement and ~~again on 4-29-2000~~ and at the end of the summer term each year during the term of this Agreement. Only instructors who meet the conditions of veteran's status on these dates shall have veteran status during the term of this Agreement.
- 15.6 Veteran part-time faculty may be given consideration in course scheduling before other part-time faculty

## **ARTICLE 16: FACULTY RIGHTS**

- 16.1 Veteran part-time faculty status shall be attained for all part-time faculty who have taught six (6) terms or more since June 1, 1993 at TVI. The provisions of 15.2 and 15.4 above shall apply to the attainment of veterans status. Veteran status shall be lost in accordance with the provisions of the Seniority article of this Agreement.

- 16.1.1 No part-time faculty who has attained veteran status shall be dismissed before the end of an academic term without just cause ~~good and sufficient reason~~. ~~Good and sufficient reason shall include, but not be limited to:~~
- 16.1.1.1 “Just Cause” shall mean a reason that is rationally related to instructor’s competence or turpitude or the proper performance of the instructor’s duties and that is not in violation of the instructor’s civil or constitutional rights. Physical or mental illness that prevents the faculty from carrying out contract obligations and/or responsibilities;
  - 16.1.1.2 ~~Unprofessional conduct which includes but is not limited to conviction of a serious crime, persistent or flagrant disregard of the terms and conditions of this Agreement, and/or Institute rules and/or policies or willful falsification of an Institute record(s);~~ “Termination” shall mean an adverse employment action by the Institute that results in an involuntary severance of an instructor’s employment during an academic term and after an employee has signed his/her letter of appointment. This provision does not apply to courses “not making” or the instructor being terminated, or losing course assignments, to accommodate the schedule of a full time faculty member.
  - ~~16.1.1.3 Unsatisfactory performance;~~
  - ~~16.1.1.4 Other good and sufficient reasons not defined above.~~
- 16.2 Failure to re-hire or renew a contract for any faculty (both veteran and non-veteran) for a subsequent term(s) does not constitute dismissal (termination), does not require any reason be given to a non-veteran faculty member and cannot be grieved or challenged. A veteran faculty member may request a reason for their non-renewal but cannot grieve or challenge the failure to not renew. A faculty member not rehired for three successive terms shall be dropped from the hiring pool and shall be required to reapply with the Institute in order to qualify for course assignments. An exception may be allowed to being dropped from the hiring pool at the discretion of the Dean on a case by case basis.
- 16.3 Prior to the dismissal (termination) of a veteran part-time faculty during an academic term the faculty member will be provided with written notification of the contemplated dismissal and the reason(s) for such action.
- 16.3.1 The veteran faculty member may be suspended without pay for the period required to complete the procedures in this article.
  - 16.3.2 The veteran faculty member will be provided the opportunity to respond to the reasons for the contemplated dismissal (termination) during an academic term

prior to the effective date of such action. The response will be provided in a meeting with the veteran faculty member's dean, or in writing, or both at the option of the veteran faculty member.

- 16.3.3 The veteran faculty member may elect to be represented by the Federation at any meetings held under the provisions of this article.
- 16.3.4 If the veteran faculty member does not respond to the reasons given for any contemplated dismissal (termination) during an academic term within seven (7) calendar days of said notification, the dismissal shall stand and cannot be the subject of a grievance.
- 16.3.5 Veteran faculty members who do not agree with the reasons given for the dismissal (termination) during an academic term and who have complied with the provisions above regarding their response to the contemplated dismissal, may file a grievance in accordance with the provisions of this Agreement. This is the only circumstance under which a part-time faculty member can grieve or challenge the discontinuance of their employment with TVI.
- 16.4 The provisions of this article shall not apply in the event an assigned class does not make or if a veteran part-time faculty is removed from a class in order to accommodate a full-time instructor's schedule. Prior to removing a veteran part-time faculty from a class for the purpose of accommodating a full-time instructor's schedule, consideration will be given to first removing a non veteran part-time faculty.
- 16.5 Part-time faculty have the rights specifically delineated herein. There shall be no implied rights beyond the specific terms of this article.
- 16.6 During the term of this Agreement, the parties agree to meet and discuss the feasibility of the design and future implementation of a part time faculty position that includes the continued expectation of employment and due process rights.
- 16.7 Nothing contained in this Article shall prohibit a faculty member from discussing scheduling alternatives with the Department.

## **ARTICLE 17: GRIEVANCE PROCEDURE**

### **17.1 PURPOSE:**

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise and are subject to this procedure. Unless otherwise prohibited by law, there shall be no other grievance or appeal procedure for members of the bargaining unit other than that contained in this Article. 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. Employees have the right to file grievances over the issues contained in this Agreement.

## 17.2 DEFINITIONS:

17.2.1 A “grievance” shall be defined as an allegation that a violation of any provision of this Agreement has occurred.

17.2.2 A “grievant” shall be any faculty member, group of faculty or the Federation.

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

## 17.3 PROCEDURES

17.3.1 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.

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

17.3.3 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.

17.3.4 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.

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

17.3.6 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 and contains, at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation, the date of the incident giving rise to the grievance and the relief requested.

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

17.3.8 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.

- 17.3.9 The parties agree to make good faith efforts to exchange information in order to expedite the process.
- 17.3.10 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.
- 17.3.11 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.
- 17.3.12 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.
- 17.3.13 Unless otherwise agreed to by the parties, grievances shall be processed at times other than during scheduled workload hours.
- 17.3.14 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.
- 17.3.15 Grievances shall be filed on forms approved by the parties.
- 17.3.16 The parties shall maintain confidentiality for all grievance proceedings and for documents required by law to be kept confidential.

#### 17.4 LEVEL 1:

- 17.4.1 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 17.3.8 herein. The grievant shall submit the specifics of the grievance in writing to the Dean prior to the conclusion of the next day. The time frame for a response shall begin with the written submission. To be considered the grievance must be timely filed in accordance with the provisions of 17.3.6 and must contain, at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation and the relief requested.

## 17.5 LEVEL 2:

- 17.5.1 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 Educational Services. To be considered, the grievance must be filed in accordance with the ten (10) day time limit set forth in Section 17.3.6 of this article.
- 17.5.2 No later than ten (10) days following receipt of the grievant's written grievance, the Vice-President for Educational Services shall submit a written response to the grievance. The response shall be submitted to the grievant and the Federation.
- 17.5.3 If the parties agree the Vice-President for Educational Services 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.

## 17.6 LEVEL 3

- 17.6.1 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.
- 17.6.2 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. 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.
- 17.6.3 No later than ten (10) days following the close of the meeting set forth under section 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.

## 17.7 ARBITRATION

- 17.7.1 If the grievant and the Federation are not satisfied with the Level 3 disposition, they may appeal the grievance to arbitration no later than ten (10) days following receipt of the Level 3 disposition by the grievant.

- 17.7.2 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.
- 17.7.3 The arbitrator will be selected from a list of seven arbitrators requested from the Federal Mediation and Conciliation Service. Within ten (10) days of receipt of the list of arbitrators, the parties shall alternately strike names on the list until there is one name remaining who shall be the arbitrator. The moving party to the arbitration shall strike the first name. If the grievant fails to comply with the time frame provisions for striking arbitrators, the arbitration shall be considered null and void.
- 17.7.4 The arbitrator shall conduct the hearing as soon as possible following the selection of the arbitrator.
- 17.7.5 Issues related to the arbitrability of a grievance shall be decided by the arbitrator.
- 17.7.6 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.
- 17.7.7 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.
- 17.7.8 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).
- 17.7.9 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 18: RESPONSIBILITIES**

- 18.1 The parties recognize part-time faculty as professionals. Part-time faculty may continue to be allowed opportunities for collaborative involvement with their department deans or designee and colleagues in order to improve instruction.

## **ARTICLE 19: TASK TEAMS/COMMITTEES**

- 19.1 The parties agree that part-time instructor participation in task teams and committees may enhance the mission and operation of TVI.



- 19.2 The President of TVI or the President's designee shall determine what task teams or committees will be established and the responsibilities of those task teams or committees.
- 19.3 When the Institute and the Federation agree that it is appropriate for the Federation, as exclusive representative, to be represented on an Institute task team or committee, the Federation shall be represented. Such Federation representation shall commence after the Institute and Federation mutually agree upon the number of Federation representative(s).
- 19.4 Federation representatives that are members of task teams or committees that are the result of agreements entered into pursuant to subsection 2 of this Article shall be appointed by the Federation President.
- 19.5 The Institute and the Federation agree that faculty committees and task teams may continue to operate according to policy.

## **ARTICLE 20: JOB DESCRIPTIONS**

- 20.1 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. Part-time faculty members are responsible for performing the work assigned to them as long as it falls within the general description of those duties.
- 20.2 During the life of this Agreement, the Institute may modify job descriptions on an as-needed basis. The Human Resources Department will provide the Federation copies of the modified job descriptions in a timely manner when requested.
- 20.3 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.
- 20.4 If, during the term of this Agreement, the Federation develops concerns that an instructor is being assigned duties as a regular assignment that are not reasonably related to the instructor's job description, the issue may be raised for resolution by the Faculty Management Committee.

## **ARTICLE 21: WORK SCHEDULES**

- 21.1 Developing the master class schedule is the responsibility of management.

- 21.2 Management may change work schedules in order to meet the operational needs of the Institute.
- 21.3 In those departments where management has historically consulted with part-time faculty regarding teaching assignments, management will make reasonable efforts to continue this practice.
- 21.4 In order to assist TVI's faculty scheduling process, faculty are prohibited from trading schedules without prior approval from the Dean or designee. Those faculty who wish to trade schedules must receive the Dean's or designee's authorization prior to initiating discussions with other faculty.
- 21.5 During the term of this Agreement the parties agree to use the Faculty Management Committee to address concerns that may arise regarding the scheduling of part time faculty.

## **ARTICLE 22: HEALTH AND SAFETY**

- 22.1 The Institute shall continue to provide healthy and safe working conditions for all employees.
- 22.2 The Institute shall continue to comply with all health and safety laws, rules and regulations promulgated by appropriate regulatory agencies.
- 22.3.1 Part time instructors may temporarily remove from class any student who threatens, intimidates or harasses either the instructor or other students and disrupts the classroom and the learning process.
- 22.3.2 The Institute will conduct an investigation of any such actions and may prohibit the student from returning to class until a hearing has been held.
- 22.3.3 If a part time instructor continues to feel intimidated and/or harassed or is fearful, the Institute will attempt to provide a mutually agreeable plan to insure the safety of the instructor which may include a security escort on campus.

## **ARTICLE 23: PARKING**

- 23.1.1 Part time faculty may purchase parking permits at the same time that they are available for purchase for other TVI employees.
- 23.1.2 During the term of this Agreement the parties will cooperate in identifying campus locations at which the creation of a loading zone is appropriate.

## **ARTICLE 24: MANAGEMENT RIGHTS**

- 24.1 Unless limited by the specific provisions of a collective bargaining agreement, the employer reserves the right to:

- 24.1.1 direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
- 24.1.2 determine qualifications for employment and the nature and content of personnel examinations;
- 24.1.3 take actions as may be necessary to carry out the mission of the employer in emergencies; and
- 24.2 The employer shall retain all other rights not expressly abridged by a collective bargaining agreement.
- 24.3 Management retains full right and authority to manage and administer the Institute and its staff. This includes, but is not limited to, establishment and management of properties, resources and facilities; determination of the administrative organization; determination of the financial policies of the Institute; the appointment, direction, evaluation, discipline, and supervision of employees; the right to determine educational programs, curriculum and services of the Institute; and the number and location of job positions required. These rights are abridged only by the express specific terms of this Agreement.

TVI retains all rights not specifically limited by this Agreement. These rights shall not be subjugated or diminished in any way by any expressed or implied duty to bargaining unless it is specifically detailed in this Agreement.

#### **ARTICLE 25: CONTRACTING OUT**

- 25.1 In the event TVI contracts out or privatizes instruction that is part of the attached Course Compensation Schedule and is not a function of the Work Force Training Center or the Emeritus Academy and such contracting out or privatization results in the loss of positions for part-time instructors who have taught three (3) or more terms at TVI, the parties shall discuss the matter in the Faculty Management Committee. TVI shall provide the Federation thirty (30) calendar days notice of such impending action.
- 25.2 The Institute has the right and responsibility to determine what work is to be performed and by whom it shall be performed.

#### **ARTICLE 26: FEDERATION RIGHTS**

- 26.1 The following rights shall be granted exclusively to the Federation, and shall not be granted to any other labor organization ~~as it pertains to the part time faculty bargaining unit.~~
- 26.2 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.

- 26.3 The amount of deduction to be made from each employee's wages will be certified in writing by the Federation and shall be a fixed dollar amount per active pay period. In the event the amount of dues changes, the Institute shall implement such change within a reasonable time period. In the event an employee does not work for TVI for a period of time (becomes inactive) and, as a result, does not receive a paycheck, upon rehire dues deduction shall resume at the same amount that was being deducted prior to the time the employee became inactive.
- ~~26.4 Federation officials and/or representative who are not Institute employees shall have the right to visit all Institute campuses for the purpose of conducting representational business provided they do not interfere with any employee's work schedule.~~
- 26.4 Employee deductions may be terminated at any time by an employee contacting the Institute's payroll office and notifying the Federation.
- ~~26.5 Upon request, the Institute shall provide the Federation with budget or salary information which is considered public information.~~
- 26.5 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 the provision for dues deduction. The Federation shall indemnify the Institute for any legal action regarding this issue.
- ~~26.2 6~~ The Institute agrees to allow the Federation shall have the right to use employee bargaining unit mailboxes, and bulletin boards in each instructional department and E-mail for dissemination the distribution and posting of Federation literature so long as the information is not political or inflammatory . 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. Nor shall Institute resources be used for any political campaign for an individual candidate or an organization. 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.
- 26.7 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:

- 26.7.1 Written notice must be submitted at least fourteen (14) calendar days in advance of the time of the requested leave.
- 26.7.2 The Federation representative shall suffer no loss of seniority.
- 26.7.3 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.
- 26.7.4 The Federation representative shall be eligible for course assignment in accordance with the provisions of this Agreement.
- 26.8 The Federation or any employee may not solicit membership while the employees are on duty.
- 26.3-9 The Federation ~~may~~ shall be allowed to use meeting areas ~~at the~~ 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 ~~in~~ accordance with the Institute's facilities use policy-use meeting areas Attendance at these meetings shall not occur during duty time.
- 26.710 The Federation ~~members and campus representatives are~~ recognized as Federation leaders in their locations. This recognition carries with it the right of the representative to carry out their Federation responsibilities ~~provided these responsibilities do not interfere with the representative's or the employee's workload schedules or paid time.~~ 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.
- 26.710.1 ~~Campus~~ Worksite representatives may distribute Federation materials and conduct Federation business ~~provided so long as this activity is done on non-duty time and does not interfere with the representative's work schedule~~ duty time of other bargaining unit employees. Materials distributed will comply with the provisions of section 26.6.
- 26.710.2 ~~The campus~~ Worksite representatives shall have the right on non-duty time to bring to the attention of the ~~campus worksite supervisors 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~~ over the administration of the Agreement and other concerns affecting the bargaining unit employees.
- 26.6 11 Upon request, once each term the Institute shall provide a listing of bargaining unit employees arranged according to hire date.

26.12 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.

**ARTICLE 27: FACULTY MANAGEMENT COMMITTEE**

27.1 The parties agree to establish a faculty-management committee that shall be composed of up to three (3) representatives appointed by the Institute ~~President~~ and up to three (3) representatives appointed by the Federation ~~President~~. By mutual agreement of the parties, additional parties may be allowed to attend on a case-by-case basis. The purpose of the committee shall be to promote cooperation between the parties, not to continue the negotiations process. Either party may discontinue participation in this committee in the event they believe it no longer is meeting in accordance with its established purpose.

**ARTICLE 28: AGREEMENT CONTROL**

28.1 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.

28.2 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.

28.3 Non-compliance with the provisions of this Agreement shall be considered a violation of Institute policy.

**ARTICLE 29: COMPLETE AGREEMENT**

29.1 The parties agree that this Agreement is the complete and only agreement between the parties.

29.2 Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement.

29.3 No additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement of the parties.

29.4 This Agreement replaces any and all previous Agreements between the parties.

29.5 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with

respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, 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 collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### **ARTICLE 30: SEVERABILITY**

- 30.1 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 31: NEGOTIATIONS PROCEDURES**

- 31.1 Negotiations will be conducted at locations, times and dates that are mutually acceptable to the parties.
- 31.2 Negotiations will be conducted in closed sessions.
- 31.3 Unless otherwise agreed to by the parties, the Federation and the Institute shall each identify a maximum of eight (8) members of their respective negotiation teams at the commencement of negotiations.
- 31.4 Recesses, caucuses or study sessions may be called by either side at any time.
- 31.5 All tentative agreements shall be reduced to writing by the parties and initialed by their respective negotiators designated to do so. 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.
- 31.6 Final agreement on a collective bargaining agreement shall be reached when each side obtains ratification of the proposed agreement from its respective constituencies.
- 31.7 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 sixty (60) work days nor later than thirty (30) work days before the expiration of this Agreement. This provision shall apply only in the event the Institute authorizes the continuation of collective bargaining.

- 31.8 Additional negotiation procedures and ground rules may be negotiated by the parties at the commencement of negotiations.
- 31.9 In the event an impasse is reached, the party who declares an impasse shall, within 10 business days from the date of declaration, provide to the other party a written list of the issues that remain unresolved. The list can include only mandatory subjects of bargaining. The other party shall provide a written list of their issues within 10 days of receipt of the issues submitted by the party that declared impasse. Only the items on these lists will be discussed in mediation.
- 31.10 In the event mediation does not resolve the impasse either party may request fact finding. The party requesting fact finding shall, within 10 business days from the date of requesting fact finding, provide the other party a written list of the issues for fact finding. The other party shall provide a written list of their issues within 10 days of receipt of the issues submitted by the party requesting fact finding. No issue that was not the subject of mediation can be in the fact finding process without the mutual agreement of the parties. Neither party may alter its proposal after the submission of this document.
- 31.11 Upon the conclusion of the fact-finding hearing, the fact finder shall recommend only the last best final total package (as submitted in accordance with 31.11 above) offer of one of the parties. If the parties have not reached agreement within 10 days after receipt of the fact-finder's report, the TVI Labor Board shall publish the report.

#### **ARTICLE 32: NO STRIKE**

- 32.1 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.
- 32.2 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.
- 32.3 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 33: AGREEMENT COPIES**

- 33.1 ~~550~~ 700 copies of the Agreement shall be printed and one floppy disk containing the final copy of the contract in Microsoft Word will be provided to the Federation. The



Institute and the Federation shall share equally the cost of the printing. The Institute shall receive 100 copies and the Federation shall receive ~~450~~ 600 copies for distribution. The parties further agree to each retain an original copy of the final Agreement that shall have each page initialed by the Federation President and the Institute's Human Resources Director.

**ARTICLE 34: ACADEMIC FREEDOM**

The parties recognize that within the parameters established by state and federal law and Institute and the approved curriculum, faculty members shall have the right and responsibility to:

34.1 provide a dispassionate, honest presentation of topics relevant to the course content and appropriate to the students assigned to the instructor,\_\_\_

34.2 assess the performance of students consistent with the approved curriculum.

**ARTICLE 35: TERM OF AGREEMENT**

35.1 This Agreement shall become effective upon signature of the parties and shall remain in full force and effect until December 20, 2002.

**SIGNATURES**

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

New Mexico Federation of Teachers  
TVI Part-time Faculty

Albuquerque Technical Vocational  
Institute

\_\_\_\_\_  
Date  
Member, Negotiating Team

\_\_\_\_\_  
Date  
Michael Glennon  
President

\_\_\_\_\_  
Date  
Donna Hurtado  
Chief Negotiator

\_\_\_\_\_  
Date  
Robert Brown  
Chief Negotiator

NMFEE Negotiating Team Members:  
Krys Douglas  
Larry Waldman